

## INSPECTION SERVICE AGREEMENT

This Agreement, made and entered into this, the \_\_\_\_ day of \_\_\_\_\_, by and between the **City of Dripping Springs**, Texas, hereinafter referred to as the “City” and “BB Inspection Services”, hereinafter referred to as “Contractor,” is understood and agreed to be as set forth herein:

- 1. Description of Inspection & Plan Review Services.** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction and materials of all Commercial and Residential buildings and structures within the City (and in the ETJ, when applicable) requires the services of certified building inspectors and plans examiners.
  - a.** The Contractor shall be retained by the City under the designation of “Building Inspector” or “Plans Examiner”.
  - b.** Inspections shall not be conducted before 8:00am or after 6:00pm without prior coordination with/approval of the City.
  - c.** The Contractor shall carry out all inspections/ plan review requested by the City under appropriate ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs. The Contractor will not assign personnel to projects that are not qualified, licensed, or experienced to perform.
  - d.** The Contractor shall notify the Building Official, or the Official’s designee, of any condition(s) that prevents inspection of installation, components, or materials as required by ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs.
  - e.** Utilizing proper code terminology, the Contractor will submit reports using the city inspection and permitting software. Failing reports shall be comprehensive statements providing sufficient detail.
  - f.** The Contractor may be called upon to perform the following services:
    - i.** attend meetings of the City Council, when requested by the Building Official, or the Official’s designee; and/or
    - ii.** attend other public or private meetings involving inspection matters related to the duties performed under this Agreement; and/or
    - iii.** testify at a court proceeding, including civil and criminal courts.
  - g.** Requests for inspection shall be made utilizing the City inspection and permitting software, through email, or telephone. Upon notification, the Contractor will honor the request within two (2) business days; callbacks will be provided in 24-hours.
  - h.** Request for plan review shall be made utilizing the City inspection and permitting

software, through email, or telephone. Plan reviewer(s) shall use the City software to access plan review documents and provide plan review comments. Initial plan review comments shall be provided within (5) business days for residential, ten (10) business days for commercial/multi-family under \$15,000,000.00 valuation and (15) business days over \$15,000,000.00 valuation. Subsequent review comments shall be provided within five (5) business days. Stamped "Approved" construction documents shall be provided through the City software within two (2) business days of completing the plan review process.

- i. The Contractor shall conduct themselves as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. The Contractor agrees to abide by the Building Official Code of Ethics as established by the International Code Council. The Contractor will report to the Building Official, or his designee, verbally or in writing, any conflicts between the Contractor and any citizen in the course of performing said duties.
  - j. The City may conduct customer satisfaction surveys from time to time with or without notice to the Contractor. The City will incur the cost of materials to perform such surveys.
  - k. The City may conduct Quality Assurance/Quality Control from time to time with or without notice to the Contractor.
  - l. The Contractor shall maintain complete and accurate records of work performed for the City. The Contractor shall manage both public and confidential records that the Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
  - m. The Contractor shall maintain policies and procedures related to Quality Assurance and Control that provides assurance to the City that inspections have been completed in a professional and thorough manner.
  - n. The Building Official, or his designee, has final authority for interpretation of ordinances, adopted codes, code reference standards, utility provider requirements, or engineered designs.
- 2. Payment for Services.** The City will employ the Contractor in accordance with Schedule A, attached to and incorporated herein for all intents and purposes. The Contractor shall invoice the City monthly for each inspection, re-inspection, and plan review performed. The invoice shall include the project address, project description, permit number, and fees charged.
- 3. Termination.** Either party may terminate this Agreement by submitting written notice to the other party thirty (30) days in advance.
- 4. Relationship of Parties.** It is understood by the parties that the Contractor is an independent contractor with respect to the City and not an employee of the City. The city

will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees.

5. **Employees.** Contractor's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement at the request of City, the Contractor shall provide adequate evidence that such persons are Contractor's employees.
6. **Injuries/Insurance.** Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recover from the City for any injuries that the Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor to provide a copy of insurance coverage to the City at least ten (10) days prior to end of any existing coverage period.
7. **Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
8. **Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved for the City and the Contractor. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than the City or Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary.
9. **Assignment.** Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
10. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:

Shane Pevehouse  
Building Official  
511 Mercer St.  
Dripping Springs, Texas 78620  
[spevehouse@cityofdrippingsprings.com](mailto:spevehouse@cityofdrippingsprings.com)  
(512) 858-4725

If for the Contractor:

Bruce Bealor, Jr.  
President  
\_\_\_\_\_  
\_\_\_\_\_  
[schedule@BB-Inspections.com](mailto:schedule@BB-Inspections.com)  
(830) 885-0007

Either party may change such address from time to time by providing written notice to the

other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 11. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
- 12. Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 13. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14. Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 15. Applicable Law.** The laws of the State of Texas shall govern this Agreement.

# BB Inspection Services

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## COST FOR SERVICES

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|----------------------------|--------------------------------------|
| a. Residential Inspection  | \$50 / Inspection / Trade            |
| b. Commercial Inspection   | \$50 / Inspection / Trade            |
| c. Residential Plan Review | \$95 / Review (unlimited re-reviews) |
| d. Commercial Plan Review  | \$95 / Hour                          |