

TOWN OF TYRONE

COUNTY OF FAYETTE

INSPECTION SERVICES AGREEMENT

THIS INSPECTION SERVICES AGREEMENT (the "Agreement") made and entered into this 6th day of August, 2009 between the TOWN OF TYRONE, acting by and through its Mayor and Council, hereinafter referred to as the "Town", and SAFEbuilt, INC., acting by and through its corporate officers, hereinafter referred to as "SAFEbuilt", for the purpose of SAFEbuilt providing Building Inspection Services to the Town as described herein.

WHEREAS, the Town is in need of a party to perform various inspections and review plans for the Town on a regular basis; and

WHEREAS, SAFEbuilt is a corporation duly organized under the laws of the State of Georgia and is qualified to perform certain inspections and plan reviews; and

WHEREAS, the Town and SAFEbuilt desire by this writing to set forth the terms of their agreement for SAFEbuilt to perform inspections and plan reviews for the Town.

NOW, THEREFORE, it is agreed as follows:

1. Plan review.

1.1. SAFEbuilt agrees to review all supporting documents submitted for building permits to insure compliance with all local code and ordinance requirements. The Town agrees to submit complete copies of all supporting documents accompanying applications for building permits to SAFEbuilt. Said copies shall become the property of SAFEbuilt. Drawings that are related to site work will not be required to be reviewed under this work. SAFEbuilt agrees to submit a written record of this review process, including code and ordinance violations identified by SAFEbuilt, if any, to the Town with a recommendation of appropriate action to be taken.

1.2. The Town will pay a fee to SAFEbuilt for each review of plans performed by SAFEbuilt in accordance with this paragraph 1 based upon the schedule attached to this Agreement as Exhibit "A" and incorporated herein by this reference.

2. Inspections.

2.1. SAFEbuilt shall perform on-site inspections of building construction at the request of the Town to insure compliance with the Town's municipal code and its ordinances. SAFEbuilt shall perform all necessary inspections consistent with code and ordinance requirements. SAFEbuilt agrees to submit a written record to the Town as a result of these inspections.

2.2. At the request of the Town, SAFEbuilt shall perform periodic on-site inspections of construction pursuant to permits for plumbing, mechanical and electrical work. SAFEbuilt agrees to submit a written record to the Town as a result of these inspections.

2.3. A fee will be paid to SAFEbuilt for each permit issued (Building, Plumbing, Mechanical, Electrical) based upon the schedule attached to this Agreement as Exhibit "B". Any re-inspection deemed necessary by SAFEbuilt as a result of any one of the standard inspections shall not be part of the initial permit fee. The permittee shall be assessed an additional amount by the Town and SAFEbuilt shall be paid a separate fee by the Town for each necessary re-inspection. SAFEbuilt shall have no responsibility to

seek payment of fees from a permittee. The Town's responsibility to pay fees to SAFEbuilt shall not be contingent on receipt of payment by the Town from a permittee. All inspections shall be made within 24 hours after request.

2.4. On occasion, the Town may choose to waive the fees owed by a builder for the inspection service provided by SAFEbuilt. Should the Town decide to waive any fees owed by a builder for the inspection services provided by SAFEbuilt, the Town shall still pay SAFEbuilt 50% of the fees that would have otherwise been collected from the builder had the fees not been waived by the Town.

3. Payment of fees. SAFEbuilt shall bill the Town monthly for its services. Payment shall be due within 30 days of billing. SAFEbuilt shall be entitled to charge a finance charge of one and one-half (1 1/2%) percent per annum for any charges not paid within thirty days of the billing date.

4. Town Code and ordinances. The Town shall provide SAFEbuilt with a complete set of the current Town Code and accompanying ordinances. Upon adoption of any ordinance or resolution amending the existing Code and

ordinances, the Town shall immediately provide a copy of each new ordinance, resolution, or page(s) of the Town Code to SAFEbuilt.

5. Insurance. SAFEbuilt and its subcontractors shall procure and maintain, at their sole expense, during the term of the Contract, liability insurance as hereinafter specified:

5.1. General Liability and Property Damage Insurance including vehicle coverage issued to SAFEbuilt and protecting SAFEbuilt from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract, whether such operations be by SAFEbuilt or by any Subcontractor employed by SAFEbuilt or anyone directly or indirectly employed by SAFEbuilt or by a Subcontractor employed by SAFEbuilt. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at anytime resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by

any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

5.2. Only to the extent required by law, Workmen's Compensation Insurance for all of the employees of SAFEbuilt and, in case any Work is sublet, SAFEbuilt shall require such Subcontractor similarly to provide Workmen's Compensation Insurance for all of the respective employees unless such employees are covered by the protection afforded SAFEbuilt.

5.3. SAFEbuilt shall provide evidence satisfactory to the Town that SAFEbuilt has an errors and omissions policy in the face amount of at least \$1,000,000 which covers any errors and omissions in any Work.

5.4. Certificates of insurance acceptable to the Town shall be filed with the Town prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Town.

6. Other expenses. No other expenses or allowances are anticipated or allowed except those covered in this Agreement.

7. Term of Agreement.

7.1. This Agreement shall extend for a period of twelve (12) months, and shall be renewed automatically unless written notice to cancel is provided by one party to the other not less than 30 days prior to the anniversary date.

7.2. Should the Town, at any time, determine that a reduction in permit fees is necessary, said reduction shall not be effective until the anniversary date of this Agreement; and further, provided that said reduction shall not be effective unless SAFEbuilt receives not less than 90 days notice prior to the anniversary date of this Agreement of the permit fee reduction.

7.3. SAFEbuilt may submit a request, at any time, to the Town for renegotiating the fee structure as set out by Exhibits "A" and "B" of this Agreement. SAFEbuilt understands that a shift in percentage of payment of permit fees to allow SAFEbuilt a greater percentage or raising permit fees are the only alternatives which would result in SAFEbuilt receiving more

compensation. Either alternative would require approval by the governing body of the Town. Upon reasonable justification shown to the Town by SAFEbuilt for a requested increase in compensation, the Town will determine whether such increase is warranted. Should the Town agree in principle to an increase, SAFEbuilt understands the increase will be effective 60 days from the agreement in principle, so long as approval is forthcoming from the governing body of the Town. Should the Town determine that an increase is not warranted based upon information supplied to the Town by SAFEbuilt and any other relevant information, the level of compensation to SAFEbuilt shall remain unchanged.

8. Miscellaneous.

8.1. Time is of the essence of this Agreement.

8.2. This Agreement shall constitute the entire agreement of the parties.

No representations not contained in the body of said writings have been relied upon or shall be binding upon either of the parties hereto. This Agreement may not be modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the Town and SAFEbuilt have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

SAFEbuilt, INC.

By: , President

ATTEST:


M.P. McCardie Secretary

TOWN OF TYRONE

By: 
DON REHWALDT, Mayor

ATTEST:

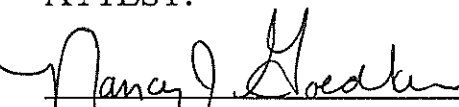

Nancy J. Gredken, Town Clerk

Exhibit "A"

Fees for Plan Review

1. The Town shall pay to SAFEbuilt an amount equal to 50% of the permit fee for each project for which plan review is requested.
2. Attendance at meetings of the Town Council or any appointed body thereof shall be billed at the rate of \$75.00 per hour, with a minimum of \$75.00.

Exhibit "B"

Fees for Inspection

1. The Town shall pay to SAFEbuilt 60% of the permit fee for each project.
2. The Town shall pay to SAFEbuilt \$35.00 for every necessary re-inspection performed by SAFEbuilt. The Town shall pay to SAFEbuilt \$50.00 for every subsequent re-inspection of an item which had previously failed at least twice before.
3. Required attendance at meetings of the Town Council or any appointed body thereof, shall be billed at the rate of \$75.00 per hour, with a minimum of \$75.00 per meeting.