

## Building Department Services Agreement

### BUILDING INSPECTION Oskaloosa, Iowa

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **CITY OF OSKALOOSA, IOWA**, a municipal corporation, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as **V&K**.

**WITNESSETH: THAT WHEREAS**, the City has enacted by ordinance certain codes for building standards for construction within the City, and

**WHEREAS**, The City Council desires to ensure the proper inspection of building construction to assure compliance with adopted building codes, and

**WHEREAS**, The City Council has determined third party inspection service through V&K to be the best means to provide such inspections.

**NOW, THEREFORE**, BE IT RESOLVED by the City council the parties agree that the retention of V&K as a third party building inspector shall be subject to the following terms and conditions, to wit:

- 1. SCOPE OF SERVICES.** V&K agrees when requested by City to provide those services necessary to comply with the requirements of the building code ordinance and zoning ordinance. With said services including but not necessarily limited to the following:
  - a. Provide inspection of new construction, remodeling, renovation, and other associated services for residential, commercial and industrial structures in accordance with the Code of Ordinances of the City of Oskaloosa.
  - b. Coordinate building code inspection and enforcement with building codes and fire code according to City policy and procedure.
  - c. Review applications and issue permits for various types of residential, commercial and industrial building construction, and renovation including electrical, plumbing and mechanical permits where required.
  - d. Follow City procedures, and prepare necessary forms for initial inspection, follow-up and final inspection on all assigned projects including issuance of appropriate occupancy permits.
  - e. Perform required plan checks and site plan reviews in accordance with

applicable standards as requested by the City.

- f. Attend meetings of the City Council, Planning and Zoning Commission, and Board of Adjustment when required.
- g. Assess structural damage to residential, commercial and industrial buildings caused by neglect, fire or natural disaster.
- h. Advise the City of current trends and changes in the construction field and building code requirements when applicable. Perform the ISO Audit every 5 years, as required, to maintain/improve the city PPC rating (Public Protection Classification).
- 1. Hold scheduled pre-development meetings to discuss potential projects with residents, builders, and businesses.
- j. Provide guidance and training to city staff, such as the Building Inspector, to ensure consistent application of building and city codes.

**2. PLAN REVIEW AND CHECKING.** In accordance with the provisions of the building codes, a plan review and plan check fee may be required for certain commercial development. V&K when requested by City shall make a determination for those projects subject to the plan review requirement whether the plan review is required. Depending upon the scope of the project, most commercial plan reviews of  $\geq$  than \$500,000 will be reviewed within 10 working days. Projects of less than \$500,000 will be reviewed, and returned in 5 working days. In order to provide this, the contractor must provide all of the required submittals with the permit application.

**2. INDEMNIFICATION AND INSURANCE.** V&K shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of V&Ks' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of V&Ks' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

V&K shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the City is endorsed as an additional named insured, in the following limits. The certificate must, except for those coverages that are on an aggregate basis, disclose on the face of the certificate the coverage is on an occurrence basis.

General Liability*, ****	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B****	1,000,000
Professional Liability**, ***	2,000,000/2,000,000

\*Occurrence/Aggregate

\*\* The Owner is not to be named as an additional insured

\*\*\*Claims made basis

\*\*\*\*Waiver of Subrogation Required

- 3. COMPENSATION.** The City shall compensate V&K a lump sum amount for each building inspection activity in accordance with the following schedule:
- a. All Residential, Commercial, and industrial building permit fees will be based on the adopted fee schedule of Oskaloosa, and all permit fees will be kept by the City.
  - b. All building plan review fees will be based on the adopted fee schedule of Oskaloosa. Plan review fees for Building Permit Valuations of  $\geq$  \$500,000 will be retained 100% by V&K. Plan review fees for Building Permit Valuations < \$500,000 will be retained 100% by the City.
  - c. All new & existing permits will be inspected by V&K on an hourly basis using the currently hourly rate of \$101.00/hour for 'Building Inspector II' plus current IRS mileage rate (one way). If additional assistance for an issue is needed 'Building Inspector I' may be utilized at the current hourly rate of \$190.00/hour plus IRS mileage (one way).
  - d. On or about July 1 of each calendar year V&K may substitute new current hourly rates by transmitting the standard hourly fee schedule to the City. Any new fees to be substituted should be mutually agreeable.
  - e. The City or its applicants may request remote attendance or review by phone or electronic means to reduce expenses.
  - f. V&K will bill for services provided on a monthly basis. The City shall make payment to V&K within thirty (30) days of the invoice for service is received by the City.
- 4. TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice.
- 5. ASSIGNMENT.** This Agreement and each and every portion thereof shall be

binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this agreement, nor have any of the above been implied by or for any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names on the date first written above.

**CITY OF OSKALOOSA, IOWA**

**ATTEST:** \_\_\_\_\_

By \_\_\_\_\_  
Mayor Clerk

**VEENSTRA & KIMM, INC.**

By Jason VanAusdall DATE: January 11, 2023.