

STATE OF GEORGIA,
COUNTY OF SPALDING.

**AGREEMENT
BETWEEN CHARLES ABBOTT ASSOCIATES, INC. AND THE
CITY OF GRIFFIN, GEORGIA
FOR BUILDING INSPECTION AND OTHER SERVICES**

This agreement, entered into and effective as of the ___ day of September 2014 by and between the City of Griffin, a Georgia municipal corporation, hereinafter, referred to as the "City" and Charles Abbott Associates, Inc., a private contractor, hereinafter, referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City of Griffin is authorized to enter into agreements for the delivery of various services pursuant to its Charter and general laws of the State of Georgia; and

WHEREAS, O.C.G.A. Title 8, Chapter 2 provides for the enforcement of Georgia State Minimum Construction Codes by municipal corporations; and

WHEREAS, the statewide minimum construction codes are enforceable in the City of Griffin, together with those optional codes adopted by the City by ordinance.

NOW , THEREFORE, BE IT AGREED AS FOLLOWS:

Article I. Consideration for Agreement

Plan Review:

A. The City shall pay the Contractor a fee equal to 95% of the plan review fees for each plan review performed. In instances where the City has waived or reduced the plan review fee, the Contractor shall still be entitled to payment of 95% of the normal fee. This fee may be reduced if the City completes a fee study and implements a reduced fee schedule.

When The City requests additional plan review or work not fee related, the following rates would apply:

Classification	Hourly Rate
Building Inspector	\$60.00
Building Official	\$90.00
Plan Reviewer	\$90.00

Inspections:

A. The Contractor shall perform on-site inspections of building construction, at the request of the City, to insure compliance with municipal codes and ordinances. The Contractor shall perform all necessary inspections consistent with code and ordinance requirements. The Contractor agrees to submit a written record to the City as a result of these inspections.

B. At the request of The City, the Contractor shall perform periodic inspections on construction pursuant to permits drawn for plumbing, mechanical, and electrical work. The Contractor agrees to submit a written record to the City as a result of these inspections.

C. A fee shall be paid to the Contractor for each permit issued, including, but not limited to, Building, Plumbing, Mechanical, and Electrical. Any re-inspection deemed necessary by the City, as the result of the Permit Holder repetitively failing an inspection shall be assessed a re-inspection fee by the City. The Contractor shall be paid a re-inspection fee by the City for each necessary re-inspection. The City's responsibility to pay fees to the Contractor shall not be contingent upon receipt of payment by the City from the Permit Holder.

D. All inspection requests received by 4:00PM shall be made on the next business day.

E. The City shall provide the Contractor with a complete and current set of all applicable optional codes enacted by the City by ordinance. The Contractor shall provide its Inspectors with all Georgia State Minimum Construction Codes, applicable edition(s) as modified by State amendments. Any amendment to said optional codes shall be forwarded to the Contractor as soon as feasible.

F. At the request of the City, the Contractor shall conduct an inspection of specified structures to determine if said unit is in compliance with all applicable building codes. Said inspection shall identify and list all deficiencies found in the structure and list required remedies for same. Further, the Contractor shall assist the City in addressing any proceedings related to the correction of said deficiencies, up to and including the removal of said structure. This may include serving as a witness in relation

to any court proceedings filed by the City.

G. The City shall pay the Contractor ninety five percent (95%) of all permit fees received. Fees shall be assessed for all commercial and residential construction, renovation or additions that occur within the city limits of Griffin for such time as this Agreement remains in force. This fee shall constitute payment for inspection services provided by the Contractor. This fee maybe be reduced if the City completes a fee study and implements a reduced fee schedule.

When the City requests additional work not permit fee related, the following rates shall apply:

Classification	Hourly Rate
Building Inspector	\$60.00
Building Official	\$90.00
Plan Reviewer	\$90.00

H. All requests for payment shall be accomplished through the provision of an invoice to the Director of Development Services.

I. The parties agree that all payments for plan reviews and inspections shall be made directly to the City of Griffin and that it shall be the responsibility of the City to pay the Contractor in accordance with this Agreement. The Contractor is not authorized to seek payment of any fees directly from Permit Holders.

J. No other expenses or allowances, including reimbursement of Contractor's expenses and mileage, are anticipated nor allowed, excepting those which are set forth in this Agreement.

K. The parties agree that the City of Griffin does not require structural review of building plans and specifications prepared under the seal of a design professional and meeting the requirements of O.C.G.A. §8-2-26(g), therefore Charles Abbott Associates Inc. will not be held responsible for review of any such building plans and specifications, nor review of any calculations by the design professional. All liability shall be the responsibility of the Engineer or Architect of record.

Article II. Insurance

A. The Contractor, and its subcontractors, shall procure and maintain, at their sole expense, during the term of this Agreement, Professional Liability insurance in the amounts specified below.

B. The Contractor, and its subcontractors, shall procure and maintain at their sole expense, Worker's Compensation insurance. The Contractor shall also pay all employment taxes, Federal and/or State Withholding taxes, and any employment-related expenses for or on behalf of the Building Inspection Service. It is understood by the Parties that the Contractor is to be treated solely as an independent contractor and not as an employee of the City.

C. The Contractor shall procure and maintain general liability and property damage insurance and will protect the City from all claims for personal injury, including death, and all claims for destruction of property, arising out of or in connection with the Contractor's operations under this Agreement, whether such operations are by the Contractor, or any subcontractor employed by The Contractor.

The Contractor shall carry the following types of Insurance in at least the limits specified below:

Coverage	Limits of Liability
Worker's Compensation	Statutory
Professional Liability	\$1,000,000 / \$2,000,000
Commercial General Liability	\$1,000,000 / \$2,000,000
Automobile Bodily Injury Liability	\$500,000 per person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence

D. The City, its officials and employees shall be named as additional insureds on the policies. The insurance shall specify that it is primary to any insurance maintained by the City. Certificates of Insurance acceptable to the City shall be filed with The City prior to the commencement of any work.

E. Only to the extent required by the law, Worker's Compensation Insurance for all of the employees of the Contractor shall be provided by the Contractor.

F. The Contractor agrees to indemnify, defend, and hold harmless the City, its elected Officials, employees, or agents from and against any injury, loss, damage, or liability; or any claims in respect of the foregoing; cost or expense, including but not limited to, reasonable attorney fees and court costs, arising from the negligent review of site plans and drawings or the negligent on-site inspection of buildings, construction and sites or any other negligent acts or

omissions in connection therewith or the breach or the default under or failure to perform any term or provision of this Agreement by the Contractor, its officers, employees, or agents.

Article III. Term of Agreement

- A. This Agreement shall become effective as of the date that it is fully executed by the City and the Contractor; its Initial Term shall terminate at Midnight on the 31st day of December, 2014.
- B. Thereafter, this Agreement will be automatically renewed for five (5) annual renewal terms unless the City or the Contractor elect to terminate the contract earlier, as provided below.
- C. If a Party wishes to terminate this Agreement early, it shall give the other party thirty (30) days prior written notice of contract termination. Notice of such termination shall be given as provided in Article IV, Section E. Termination shall become effective on the 30th day following delivery of the notice, unless the parties mutually agree to another termination date.
- D. If such termination occurs, the City shall reimburse the Contractor for all services, actual and cumulative, related to the execution of this contract through the time that the Contractor ceases to function under this Agreement. Further, the Contractor shall provide the City with a listing of all pending or in-progress projects, specifying the status of same, providing at a minimum the status of inspections and any work yet to be completed on these projects.

Article IV. Miscellaneous

- A. The Contractor shall establish a schedule for the City of Griffin whereby the Contractor can discharge its duties and responsibilities within the time frame outlined in this Agreement.
- B. The Contractor shall be responsible for the completion of all forms, reports, letters, or other correspondence as may be required by the City evidencing such inspections and the results thereof.
- C. The City reserves the right to deal exclusively with Rusty Reed, President of Charles Abbott Associates, Inc. in all matters concerning this Agreement.

- D. The Contractor warrants and covenants that it shall be sufficiently staffed at all times relevant hereto with competent and certified personnel to perform the services set forth.
- E. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any employee or subcontractor of the Contractor against the City of Griffin.
- F. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to the Contractor:
Attn: Rusty Reed, President
Charles Abbott Associates, Inc.
Two Ravinia, Suite 500
Atlanta, GA 30346

As to the City:
Attn: City Manager
City of Griffin, Georgia
P.O. Box T
Griffin, GA 30224

- G. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- H. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

Article V. Amendments

This Agreement constitutes the entire Agreement between the parties hereto, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed, in duplicate original counterparts, 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.


CITY OF GRIFFIN

SEAL

By Ryan McLemore, Chairperson

ATTEST: Kenny L. Smith, Secretary

Charles Abbott Associates, Inc.


BY: Rusty R. Reed, President


ATTEST
Gregory O. Robinson, Director