

RESOLUTION #426

AGREEMENT BETWEEN JEFFERSON TOWNSHIP and CODE.SYS™ CODE CONSULTING, INC.

THIS AGREEMENT effective the 1st. day of February 2019, by and between **CODE.SYS™ CODE CONSULTING, INC.** with its principal place of business at 321 Grant Avenue, Pittsburgh, Pennsylvania, and **JEFFERSON TOWNSHIP**, Butler County, Pennsylvania.

WHEREAS, CODE.SYS™ CODE CONSULTING, INC. is engaged in the business of providing electrical inspections and construction document review services to ascertain the compliance of structures and construction documents in accordance with construction codes; and

WHEREAS, JEFFERSON TOWNSHIP is desirous that CODE.SYS™ CODE CONSULTING, INC. perform such inspections and construction document reviews as shall be assigned to it in accordance with the terms of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto intending to be legally bound, do hereby agree as follows:

1. CODE.SYS™ CODE CONSULTING, INC. agrees that it will perform services in cooperation with and under the direction of the municipal official specifically designated by JEFFERSON TOWNSHIP, and shall coordinate all such activities under his/her supervision. Said municipal official shall be designated in writing addressed to CODE.SYS CODE CONSULTING, INC.
2. JEFFERSON TOWNSHIP agrees to assess the fees set forth in Exhibit "A".
3. The fee charged by CODE.SYS™ CODE CONSULTING, INC. for services performed hereunder shall be in accordance with Exhibit "A", which includes building, plumbing and electrical inspections. JEFFERSON TOWNSHIP will remit payment to Code.Sys™ Code Consulting, Inc. on a monthly basis for services performed during the previous month. Payment shall be calculated based upon the fees assessed, and not on fees received by Jefferson Township.
4. CODE.SYS™ CODE CONSULTING, INC. agrees to indemnify JEFFERSON TOWNSHIP and hold it harmless from and against any damage, liability, loss or deficiency, including reasonable attorneys fees and other costs and expenses incident to any claims, suits, actions or proceedings arising out of or resulting from any claims or liabilities arising out of or occurring as a result of any of the activities of CODE.SYS™ CODE CONSULTING, INC. , it's agents, representatives and/or employees; in accordance with Exhibit "B".
5. CODE.SYS™ CODE CONSULTING, INC. shall, upon request by the designated official of Jefferson Township or his or her designated agent, perform the services listed in Exhibit "C". These services will be provided on an "as needed" basis as determined by JEFFERSON TOWNSHIP.
6. CODE.SYS™ CODE CONSULTING, INC. agrees to maintain the insurance coverages set forth in Exhibit "D", to include general liability, errors & omissions, workers compensation, and automobile liability. CODE.SYS™ CODE CONSULTING, INC. shall provide proof of the same to JEFFERSON TOWNSHIP.
7. It is understood and agreed by and between the parties that all prices heretofore set forth in Exhibit "A" are firm and shall not be increased during the term of this Agreement.
8. This Agreement shall remain in effect until the 1st day of Feb. 2020, and shall be renewed automatically on an annual basis commencing with the next date thereafter. This Agreement may be terminated by JEFFERSON TOWNSHIP by ten (10) days written notice of termination served upon CODE.SYS™

CODE CONSULTING, INC. This Agreement may be terminated by CODE.SYS™ CODE CONSULTING, INC. by sixty (60) days written notice of termination served upon JEFFERSON TOWNSHIP.

9. Resolution of Disputes: The Parties heretofore agree that any claims, disputes or other matters between the parties to this Agreement, including any claims for breach of the Agreement or any claims in tort arising from the negligence or wrongful act of any party to this Agreement shall be commenced in the Court of Common Pleas of Butler County, Pennsylvania. The parties hereto waive any claim that Butler, Pennsylvania, is an inconvenient forum.

10. Entire Agreement. This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by authorized representatives of both parties.

12. No Waiver. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. Severability. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or arbiter finds that any provision herein is invalid, or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Counterparts. The Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

Jefferson Township Secretary
Date: _____

CODE.SYS™ CODE CONSULTING, INC.

By: _____
Printed Name: _____
Title: _____

ATTEST:

Jefferson Township Secretary
Date: _____

JEFFERSON TOWNSHIP

By: _____
Printed Name: _____
Title: _____

EXHIBIT "B"

INDEMNIFICATION AGREEMENT

IT IS HEREBY AGREED effective this _____ day of _____, in the year _____, between CODE.SYS™ CODE CONSULTING, INC. and JEFFERSON TOWNSHIP, that CODE.SYS™ CODE CONSULTING, INC. agrees to indemnify JEFFERSON TOWNSHIP and hold it harmless from and against any damage, liability, loss or deficiency, including reasonable attorneys fees and other costs and expenses incident to any claims, suits, actions or proceedings arising out of or resulting from any claims or liabilities arising out of or occurring as a result of any of the activities of CODE.SYS™ CODE CONSULTING, INC. , it's agents, representatives and/or employees.

ATTEST:

Jefferson Township Secretary

Date: _____

CODE.SYS™ CODE CONSULTING, INC.

By: _____

Printed Name: _____

Title: _____

ATTEST:

Jefferson Township Secretary

Date: _____

JEFFERSON TOWNSHIP

By: _____

Printed Name: _____

Title: _____

EXHIBIT "C"

PROCEDURE

Whatever option or combination of options the municipality selects, the following procedures will be established as the criteria to be followed by CODE.SYS™ CODE CONSULTING, INC. personnel:

- UCC Certified technical code enforcement personal and technical support staff shall report to a municipal official and be subject to his/her rulings, directives and orders.
- Review applications, plans and specifications, and files as necessary for approval and release of Certificate of Occupancy relative to outstanding permits.
- Review applications, plan and specifications necessary for approval and release of building permits.
- Comply with the time limitations for the above as determined by the Community.
- Perform all required inspections and re-inspections within the time limitations as determined by the Community.
- Perform other field inspections as may be necessary to determine compliance or violation of Municipal Codes and Ordinances.
- Issue, in the name of the municipality, notices of violation as determined by the municipality.
- Issue, in the name of the municipality, stop work orders as determined by the municipality.
- Provide technical assistance to applicants in the preparation of a construction permit application as required by the municipal official.
- Issue such reports as requested by the municipality, which will include a monthly report indicating the number, type and location of any inspections performed, which shall also indicate which were deficient, passed and finalized.

EXHIBIT "D"

INSURANCE

Jefferson Township will receive a Certificate of Insurance listing Jefferson Township as an additional insured.

General Liability	\$2,000,000.00	Aggregate
.....	\$1,000,000.00	Per Occurrence
.....	\$2,000,000.00	Umbrella
Professional Liability	\$1,000,000.00	
(Errors and Omissions)		
Worker's Compensation & Employers Liability		According to PA State Law
Automobile Liability	\$1,000,000.00	

ASSESSMENT/FEEES FOR SERVICES PERFORMED

Code.sys™ Code Consulting, Inc will perform its services, and Jefferson Township shall remit payment at 80% in accordance with the following fees:

Building Permit Fees

Residential (1 & 2 family dwellings)

New Construction	\$45.00 plus 18 cents per sq. ft. of GFA*
Additions	\$45.00 plus 18 cents per sq. ft. of GFA*
Repairs and alterations	\$45.00 plus .80% of construction cost**
Utility & miscellaneous Use Groups (decks, towers retaining walls, fences)	\$80.00
Manufactured dwelling	\$45.00 plus 14 cents per square foot
Swimming pools (in ground)	\$105.00
Swimming pools (above ground)	\$78.00
Demolition	\$45.00 plus .75% of cost of demolition

All Other Use Groups (commercial)

New construction & additions	\$65.00 plus 28 cents per sq. ft. of GFA*
Alterations	\$65.00 plus .85% of construction cost**
Swimming pools (in ground)	\$210.00
Demolition	\$65.00 plus .85% of demolition cost

*GFA = Gross floor area is defined as the total square footage of all floors within the perimeter of the outside walls, including finished basements and attics with floor to ceiling heights of 6'6" or more.

** Construction cost shall be total bid minus electrical, mechanical, plumbing and finishes.

Minimum Fee: \$75.00

Construction Document Review

IBC Occupancy Classification

Fee

"B", "E", "M", "R-1", "R-2" "R-4", Townhouses	Up to and including 15,000 sq. ft. = \$.15/sq. ft. Greater than 15,000 sq. ft. = \$2250 plus \$.10/sq. ft.
"A", "I" & "H"	Up to and including 12,000 sq. ft. = \$.17/sq. ft. Greater than 12,000 sq. ft. = \$2040 plus \$.12/sq. ft.
"F", "S" & "U"	Up to and including 20,000 sq. ft. = \$.12/sq. ft. Greater than 20,000 sq. ft. = \$2400 plus \$.09/sq. ft.
Minimum fee for above uses	\$550.00

Electrical Permit Fees

FEE SCHEDULE

(Other than Residential)

All switches, luminaries and receptacles to be counted as outlets.

ROUGH WIRE INSPECTION		SERVICE - METER EQUIPMENT	
1 to 25 Outlets	\$36.00	UP TO 600 VOLTS	
For each additional 10 outlets or fraction thereof	\$ 7.20	Not over 200 AMP	\$ 72.00
FINISH INSPECTION		Over 200 AMP to 400 AMP	\$ 96.00
1 to 25 Outlets	\$36.00	Over 400 AMP to 600 AMP	\$120.00
For each additional 10 outlets or fraction thereof	\$ 7.20	Over 600 AMP to 1200 AMP	\$270.00
EQUIPMENT - APPLIANCES		Over 1200 AMP to 1600 AMP	\$276.00
Outlet for single unit of 15K.w. or less	\$32.40	Over 1600 AMP to 2000 AMP	\$324.00
Each additional outlet of 15K.w. or less	\$10.80	Over 2000 AMP to 3000 AMP	\$402.00
		Over 3000 AMP	\$510.00
SOLAR PANELS		Ground Fault Protected Services - Add \$96.00	
First Panel	\$32.40	Over 600 Volts - Add \$132.00 per category	
Each Additional Panel	\$10.80	Services Exceeding 1 Meter - \$15.60 for each additional meter	
MOTORS, GENERATORS, TRANSFORMERS		PRIMARY TRANSFORMERS, VAULTS	
CENTRAL HEATING, DUCT HEATERS,		ENCLOSURES, SUB-STATIONS	
AIR CONDITIONING, ELECTRIC FURNACES		Not over 200 KVA	\$243.60
AND WELDERS		Over 200 KVA to 500 KVA	\$303.60
Fractional HP, KW or KVA to 1 HP, KW or KVA, each	\$ 20.40	Over 500 KVA to 1000 KVA	\$363.60
1 HP, KW or KVA to 3 HP, KW or KVA, each	\$ 22.80	Over 1000 KVA	\$423.60
4 HP, KW or KVA to 7 HP, KW or KVA, each	\$ 32.40	SIGNALING SYSTEMS	
7 ½ HP, KW or KVA to 29 HP, KW or KVA, each	\$ 37.20	Burglar Alarms, Fire Alarms, Fire Suppression Alarms	
30 HP, KW or KVA to 49 HP, KW or KVA, each	\$ 56.40	Smoke Detectors, Telemetry	
50 HP, KW or KVA to 74 HP, KW or KVA, each	\$ 69.60	(Telephones or CATV outlets are each separate systems)	
75 HP, KW or KVA to 199 HP, KW or KVA, each	\$135.60	For the system and first 15 devices	\$72.00
200 HP, KW or KVA to 500 HP, KW or KVA, each	\$265.20	Each additional 10 devices or fraction thereof	\$ 7.20
Over 500 HP, KW or KVA, each	\$333.60	SIGNS (Incandescent, Fluorescent & Neon)	
Over 600 Volts - Add \$100.00 per category		First Sign (per occupancy)	\$72.00
FEEDERS OR SUB-PANELS		Each additional sign (per occupancy)	\$10.80
Not over 200 AMP	\$ 33.60	OUTLINE LIGHTING	
Over 200 AMP to 400 AMP	\$ 48.00	First Transformer	\$72.00
Over 400 AMP to 600 AMP	\$ 60.00	Each additional transformer	\$10.80
Over 600 AMP to 1600 AMP	\$129.60	SWIMMING POOLS	
Over 1600 AMP	\$177.60	Bonding	\$78.00
Over 600 Volts - Add \$100.00 per category		Equipment / Wiring (Residential Only)	\$90.00
MODULAR AND MOBILE HOMES		Commercial - By fee schedule.	
Modular Homes - Service and Outlets	\$105.60		
Mobile Homes - Service including feeder or receptacle	\$ 90.00		
Feeder or Power Cord only	\$ 69.60		

RESIDENTIAL FEES

Flat Rate Schedule*

Single Family Dwelling - Not over 200 AMP Service	\$138.00
2 Family Dwelling Units - Not over 200 AMP Service	\$186.00
Over 2 Family Dwelling - First 2 Units (each)	\$ 90.00
Each Additional Unit	\$ 60.00
Townhouses - Each	\$ 90.00
Alterations and additions (service and 25 outlets or less)	\$105.60

* Add Service Equipment

Single Family Dwellings with over 200 AMP Service apply Flat Rate Schedule plus Equipment, Appliances and Motor Schedule.
 Dwelling with a Spa, Hot Tub, Hydromassage Tub, Sauna etc.
 Apply Flat Rate Schedule plus \$33.60 for each item.

Plumbing Fees

Plan Fee:

Each building, site drain, sewer, water distribution, water service, repair, alteration, master backflow preventer, lawn sprinkler system that includes a back flow prevention device:

1 to 5 fixtures	\$ 30.00
6 to 50 fixtures	\$ 55.00
51 to 100 fixtures	\$105.00
101 to 200 fixtures	\$280.00
Over 200 fixtures	\$525.00

Fixture Fee: \$ 8.00

Each plumbing fixture, waste discharge device, opening provided for plumbing fixture of waste discharge device sewer, water service / distribution master backflow preventer, lawn sprinkler system that includes a back flow prevention device:

HVAC Permits

Based on installation cost

First \$1,000.00 or fraction thereof	\$45.00
Each Additional \$1,000.00 or fraction thereof	\$15.00

Minimum Fee \$45.00