

THIRD PARTY REVIEW AND INSPECTION SERVICES AGREEMENT

I. PARTIES

City of Portsmouth (“City”)

City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801
Attn: Paul Garand

Third Party Inspector (“TPI”):

Name: _____
Address: _____

Phone: _____
Email: _____

Owner/Developer/Contractor (“Owner”):

Name: _____
Address: _____

Phone: _____
Email: _____

Property (“Project”): The Property subject to inspection is located at:

Portsmouth, NH

Inspection Services: The type of inspection services are:

- _____
- _____
- _____
- _____
- _____

II. THIRD PARTY INSPECTOR (“TPI”) RESPONSIBILITIES

A. Third Party Review and Inspection Services

1. TPI will perform third party review and inspection services for the above referenced Project. During the term of this agreement, TPI will (1) review building permits, plans and specifications and other submitted documents and information relevant to the Project; (2) conduct site visits and inspections; and (3) complete and submit reports relative to compliance with applicable plans, codes, standards and regulations.
2. TPI will be responsible for scheduling and coordinating site visits with all necessary parties. TPI shall work in good faith to respond to requests for inspection within three (3) business days.
3. After each site visit, a field report will be provided to the City’s Inspection Department which will include, but not be limited to, specific reference to non-complying items that are a pre-requisite to the approval phase of construction, citing

relevant code section. These field reports will also include responses to questions and issues of concern identified by the City's Inspection Department, if any. If non-complying items are not corrected, the City Inspection Department, Structural Engineer and Architect of Record will be notified.

4. TPI will submit a Final Inspection Report, which shall be required prior to the issuance of a Certificate of Occupancy. The Final Inspection Report is a statement of the TPI's opinion, based on TPI's observation of conditions, to the best of the TPI's professional knowledge, information and belief that any non-complying items have been corrected and the Project complies with applicable plans, codes, standards and regulations. Such statement of opinion does not relieve the design engineer or the contractors of any responsibility or obligation they may have by any applicable laws, codes, standards, regulations, industry custom, contract, or any agreement.

B. Services Not Included

The following services are not included: (1) Special Inspections required by the 2015 Edition of the International Building Code; (2) Modification of materials and design from any provision of the Code either orally or in writing; and (3) Compliance with zoning or HDC approvals.

C. General Conditions

TPI will not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures utilized by the contractor in execution of the work. TPI does not guarantee the contractor's performance and is not responsible for the contractor's failure to perform the work in accordance with the approved plans or any applicable laws, codes or regulations.

TPI will maintain insurance in commercially reasonable amounts.

TPI will submit invoices monthly to the Owner with a copy to the City.

III. *OWNER'S RESPONSIBILITIES*

A. Schedule

Owner shall keep TPI apprised of Project schedules.

B. Billing

Owner agrees to compensate TPI at the rate and fees outlined below. TPI's work will be billed at an hourly rate of _____ for review of plans, time on site, electronic or other communications, report writing and any other required professional services. Fees shall include reimbursement for transportation expenses at ___ cents per mile and out-of-pocket travel expenses at cost (i.e. tolls, etc.). Prints and miscellaneous materials required

will also be reimbursable at cost. Any special services, such as Special Inspections furnished by others, are not subject to this agreement.

TPI has provided the cost estimate below. Actual charges may vary, either upward or downward, depending upon quality of the plans submitted and the execution of the contractor's work. TPI will make a good faith effort to notify both the Owner and the City in writing (email is acceptable) if the cost estimate is likely to exceed the estimate by more than 15%.

ESTIMATED COST \$ _____

C. Payment

Owner will pay invoices 30 days from receipt. Owner agrees to accept receipt of invoices by e-mail. Owner must pay invoices in full before a Certificate of Occupancy will issue. If an Owner has an objection to an invoice submitted, Owner will promptly notify the City and TPI so that the parties may review the issue of concern.

IV. CITY'S RESPONSIBILITIES

The City will furnish or make available to TPI, any or all of its records, plans, or other data which, in the judgment of TPI, are pertinent to the scope of work. The City will authorize and assist TPI in obtaining any such pertinent information from other public and private records.

V. MISCELLANEOUS

A. Termination

Any party may terminate this Agreement by written notice to the other parties. Written notice may be by email, provided that receipt is verified by confirming receipt or telephone call. TPI shall be paid for all work satisfactorily performed.

B. Reservation of Rights

The City may independently request a review of any document or conduct site visits independently of the TPI at any time during this Project.

C. Term of Agreement

This proposal and general provisions, if accepted by the City, shall become an agreement effective on the date of acceptance by the City. If accepted, one (1) signed and dated copy shall be returned to TPI and uploaded to the City's permitting system. The terms of this Agreement will be in effect until a Certificate of Occupancy is issued or the parties otherwise terminate this agreement in writing.

By executing below, each of the undersigned parties acknowledge that there are no known conflicts of interest that prevent that party from entering into this Agreement.

TPI

By: _____

Title: _____

Typed Name: _____

Date: _____

OWNER

By: _____

Title: _____

Typed Name: _____

Date: _____

CITY OF PORTSMOUTH

By: _____

Title: _____

Typed Name: _____

Date: _____