

TOWNSHIP OF HAMPTON

RESOLUTION NO. 1034

A RESOLUTION OF THE TOWNSHIP OF HAMPTON, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, ACCEPTING AND AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE TOWNSHIP AND CODE.SYS CODE CONSULTING, INC., WITH ASSOCIATED FEE SCHEDULE, FOR PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES.

WHEREAS, the Township of Hampton from time to time finds itself in need of building inspection services with regard to its daily operations;

WHEREAS, the Council of the Township of Hampton desires to acknowledge the assessment/fees for services performed by Code.sys Code Consulting, Inc., and therefore, wishes to continue same by entering into a new/renewed Agreement, along with an attached proposed Fee Schedule, as set forth in **Exhibit "1"** hereof; and

NOW, THEREFORE, BE IT RESOLVED, that the Council does hereby authorize execution of the Agreement with Code.sys Code Consulting, Inc., and Fee Schedule, as set forth in **Exhibit "1"** hereof for provision of building permit review and inspection services are hereby acknowledged and approved by the Township of Hampton Council.

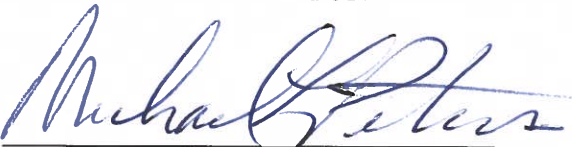
ADOPTED this 23rd day of September, 2020.

ATTEST:



Municipal Manager

TOWNSHIP OF HAMPTON



President of Council

AGREEMENT BETWEEN

HAMPTON TOWNSHIP

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CODE.SYS™ CODE CONSULTING, INC.

*This Agreement made this 4th day of November 2020,
by and between*

*Code.sys™ Code Consulting, Inc. with its principal place of business at 321
Grant Avenue, Pittsburgh, Pennsylvania*

-and-

*Hampton Township, a Home Rule Municipality located in Allegheny
County, Pennsylvania.*

WHEREAS, Code.sys™ Code Consulting, Inc is engaged in the business of providing building, electrical, and plumbing, inspections and construction document review services to ascertain the compliance of structures and construction documents in accordance with construction codes.

WHEREAS, Hampton 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 Hampton 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. Hampton Township agrees to assess the fees as set forth in Exhibit "A" hereof.

3. The fee charged by Code.sys™ Code Consulting, Inc. for services performed hereunder shall be in accordance with Exhibit "A", less 20% (twenty percent) for building inspection, construction document review, electrical permits, mechanical permits and plumbing permits. Hampton 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 fees assessed, and not on fees received by Hampton Township.

4. Code.sys™ Code Consulting, Inc. agrees to hold Hampton Township harmless in accordance with Exhibit "B".

5. Code.sys™ Code Consulting, Inc. shall, upon request by the designated official of Hampton 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 Hampton Township.

6. 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.

7. This Agreement shall have an initial term through December 31, 2020, and, unless terminated at its conclusion upon thirty (30) days prior notice to the other party, shall be renewed automatically then and thereafter on an annual basis, until terminated upon the conclusion of any such successive term by giving at least ninety (90) days prior notice of non-renewal to the other party; provided, however, that the Township reserves the right after the initial term to terminate this Agreement at any time upon at least ninety (90) days written notice.

8. 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 or written oral agreements between the parties.

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

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

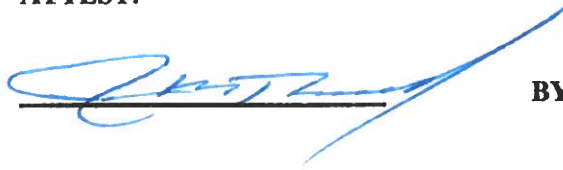
11. Severability. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court or arbiter finds that any provision herein is invalid, or unenforceable, but that by limiting such provision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

12. 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:

Code.sys™ Code Consulting, Inc.



BY



Margaret A. Russell, President

ATTEST:

TOWNSHIP OF HAMPTON



BY



W. Christopher Lochner
Municipal Manager

EXHIBIT "A"

ASSESSMENT/FEEES FOR SERVICES PERFORMED

Code.sys™ Code Consulting, Inc will perform its services, and Hampton Township shall remit payment in accordance with assessment of the following fees:

Building Inspection/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 75% of construction cost**
Utility & miscellaneous Use Groups (decks, towers retaining walls, fences)	\$75.00
Manufactured dwelling	\$45.00 plus 14 cents per square foot

Swimming pools (in ground)	\$250.00
Swimming pools (above ground)	\$125.00

Demolition \$55.00 plus 65% 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) \$350.00

Demolition \$100.00 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 \$125.00

Construction Document Review

IBC Occupancy Classification	Fee
"B", "E", "M", "R-1", "R-2"	Up to and including 15,000 sq. ft. = \$.15/sq. ft.
"R-4", Townhouses	Greater than 15,000 sq. ft. = \$2,250 plus \$.10/sq. ft.
"A", "I" & "H"	Up to and including 12,000 sq. ft. = \$.17/sq. ft. Greater than 12,000 sq. ft. = \$2,040 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 \$ 550.00

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 \$ 125.00

Electrical Permit Fees

FEE SCHEDULE

(Other than Residential*)

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

ROUGH WIRE INSPECTION

1 to 25 Outlets \$36.00
For each additional 10 outlets or fraction thereof \$ 7.20

FINISH INSPECTION

1 to 25 Outlets \$36.00
For each additional 10 outlets or fraction thereof \$ 7.20

EQUIPMENT - APPLIANCES

Outlet for single unit of 15K.w. or less \$32.40
Each additional outlet of 15K.w. or less \$10.80

MOTORS, GENERATORS, TRANSFORMERS CENTRAL HEATING, DUCT HEATERS, AIR CONDITIONING, ELECTRIC FURNACES AND WELDERS

Fractional HP, KW or KVA to 1 HP, KW or KVA, each \$20.40
1 HP, KW or KVA to 3 HP, KW or KVA, each \$22.80
4 HP, KW or KVA to 7 HP, KW or KVA, each \$32.40
7 1/2 HP, KW or KVA to 29 HP, KW or KVA, each \$37.20
30 HP, KW or KVA to 49 HP, KW or KVA, each \$56.40
50 HP, KW or KVA to 74 HP, KW or KVA, each \$69.60
75 HP, KW or KVA to 199 HP, KW or KVA, each \$135.60
200 HP, KW or KVA to 500 HP, KW or KVA, each \$265.20
Over 500 HP, KW or KVA, each \$333.60
Over 600 Volts - Add \$100.00 per category

FEEDERS OR SUB-PANELS

Not over 200 AMP \$33.60
Over 200 AMP to 400 AMP \$48.00
Over 400 AMP to 600 AMP \$60.00
Over 600 AMP to 1600 AMP \$129.60
Over 1600 AMP \$177.60
Over 600 Volts - Add \$100.00 per category

SOLAR ARRAYS (*Residential & Commercial)

1st Panel \$32.40
Each additional Panel \$ 10.80
Inverters and Disconnects - Use above fees

MODULAR AND MOBILE HOMES

Modular Homes - Service and Outlets \$105.60
Mobile Homes - Service including feeder or receptacle \$ 90.00
Feeder or Power Cord only \$ 69.60

SERVICE - METER EQUIPMENT UP TO 600 VOLTS

Not over 200 AMP \$72.00
Over 200 AMP to 400 AMP \$ 96.00
Over 400 AMP to 600 AMP \$120.00
Over 600 AMP to 1200 AMP \$270.00
Over 1200 AMP to 1600 AMP \$276.00
Over 1600 AMP to 2000 AMP \$324.00
Over 2000 AMP to 3000 AMP \$402.00
Over 3000 AMP \$510.00

Ground Fault Protected Services - Add \$96.00
Over 600 Volts - Add \$132.00 per category
Services Exceeding 1 Meter - \$15.60 for each additional meter

PRIMARY TRANSFORMERS, VAULTS ENCLOSURES, SUB-STATIONS

Not over 200 KVA \$243.60
Over 200 KVA to 500 KVA \$303.60
Over 500 KVA to 1000 KVA \$363.60
Over 1000 KVA \$423.60

SIGNALING SYSTEMS

Burglar Alarms, Fire Alarms, Fire Suppression Alarms
Smoke Detectors, Telemetering
(Telephones or CATV outlets are each separate systems)

For the system and first 15 devices \$72.00
Each additional 10 devices or fraction thereof \$ 7.20

SIGNS (Incandescent, Fluorescent & Neon)

First Sign (per occupancy) \$72.00
Each additional sign (per occupancy) \$10.80

OUTLINE LIGHTING

First Transformer \$72.00
Each additional transformer \$10.80

SWIMMING POOLS

Bonding \$78.00
Equipment / Wiring (Residential Only) \$90.00
Commercial - By fee schedule.

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.

EXHIBIT "B"

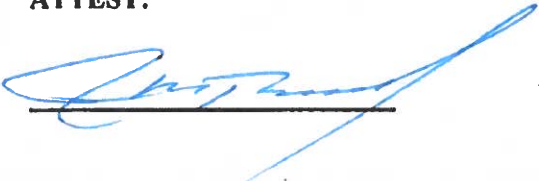
INDEMNIFICATION AGREEMENT

IT IS HEREBY AGREED this 4th day of November in the year 2020, between Code.sys™ Code Consulting, Inc and Hampton Township, that Code.sys™ Code Consulting, Inc shall indemnify and hold Hampton Township harmless for any claim arising out of the inspections and plan review activities of any inspector employed by Code.sys™ Code Consulting, Inc. This Indemnification agreement shall be limited to those claims that allege damages and/or costs and/or expenses directly caused by the act(s) or failures to act by any inspector employed by Code.sys™ Code Consulting, Inc.

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

ATTEST:

Code.sys™ Code Consulting, Inc.



BY


Margaret A. Russell, President

ATTEST:

TOWNSHIP OF HAMPTON



BY


W. Christopher Lochner
Municipal Manager

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.

- State of Pennsylvania 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, plans 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 requested 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.

