



Community Development and Planning

City of Arlington

Third Party Organization (TPO) –

Program Documents

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THIRD PARTY ORGANIZATION PROGRAM

INTRODUCTION

Effective August 1, 2005, the Community Development and Planning Department of the City of Arlington hereby establishes a program to register Third Party Organizations (hereinafter referred to as **TPO**) to perform plan review and inspection services for construction projects requiring building permits in accordance with the Construction Chapter of the City of Arlington. This document (hereinafter referred to as the **Program**) establishes policies and procedures, qualifications, insurance requirements, quality control, sanctions, etc. for registered third party inspection/plan review agencies to provide third party inspections/plan review for and on behalf of the Department.

This program provides Builders, Developers, or Owners a choice of TPOs to provide plan review and inspection services for their development project. The TPOs must be registered with the City and complete all necessary documentation.

Registered companies and individuals in the City of Arlington may provide plan review and inspection services to builders, developers, and others who require plan review and inspection services for applicable projects. The program is administered by the Building Official or his duly authorized representative. The Building Official is charged with the administration and enforcement of the building codes within the City of Arlington to ensure safe, sound and accessible buildings and conformity to other local and federal laws and regulations. The Building Official manages permit processing, plan review and building inspection for new construction, alterations, repairs and use. The Building Official registers third party plan review and inspection agencies for the following types of plan review and/or inspections:

- Building
- Electrical
- Plumbing
- Mechanical
- Energy
- Zoning

Builders, developers, or owners and others must file a request with the Building Official to use third party inspection services.

The Program is administered by the Building Official. Unless otherwise directed, the TPO shall address all correspondence to the Building Official:

City of Arlington
Attention: Ed Dryden, Building Official
Community Development and Planning
101 W. Abram Street
P.O. Box 90231 MS01-0241
Arlington, TX 76004-3231
Phone: 817-459-6521
Fax: 817-459-6669
Email: drydene@ci.arlington.tx.us

AUTHORITY OF THE CITY OF ARLINGTON

The City of Arlington retains the authority to render all code interpretations and to require variances and appeals to be filed with the Building Code Board of Appeals, the Mechanical and Plumbing Code Board of Appeals, and the Electrical Code Board of Appeals. The Community Development and Planning Department will maintain a quality control program and retains the right to review and monitor all plan reviews and inspections performed by TPOs. The City of Arlington will not be responsible for the cost of any rework due to TPO mistakes, errors or omissions. In the event the City determines that a third party organization is not performing in a manner to ensure compliance with all applicable codes, the City may require complete plan review and/or inspections by City staff.

REGISTRATION OF THIRD PARTY ORGANIZATIONS

Firms that wish to be registered as TPO must complete an "Application for Registration for a Third Party Organization" available from the Community Development and Planning Department. The application requires a statement of qualifications for all salaried and/or contract employees supervising and/or performing plan review and inspections services. Upon review and acceptance of a firm's qualifications, the firm may be registered as a Third Party Organization. Evidence of minimum qualifications to perform these services includes:

- experience with municipal or state plan review and inspections;
- professional education and accreditation;
- certification from model code organizations;
- applicable trade licenses;
- other applicable accreditation(s).

The City reserves the right to deny registration to any firm or individual employee not meeting minimum qualifications. Firms that wish to appeal denial of registration may do so by filing an appeal with the Building Code Board of Appeals.

A TPO's registration may be revoked if, in the opinion, of the Building Official, the third party organization does not perform services in a manner that ensures compliance with all applicable City codes. Firms that wish to appeal revocation from the list of registered firms may do so by filing an appeal with the Building Code Board of Appeals.

An individual plan reviewer and/or inspector's registration may be revoked if, in the opinion, of the Building Official, the individual does not perform services in a manner that ensures compliance with all applicable City codes. Firms that wish to appeal revocation from the list of registered firms may do so by filing an appeal with the Building Code Board of Appeals.

Statements of qualifications for new employees or contractors performing work for registered TPOs must be submitted and approved for registration prior to the new employee or contractor performing any work in the City of Arlington.

COMPANY AND INDIVIDUAL QUALIFICATION FOR REGISTRATION

Minimum requirements for registration as a (TPO):

- Certificates of Insurance in amount and form described
- Indemnification and Acknowledgement form executed
- Conflict of Interest statement executed
- Designate a "Professional-in-charge" with authority to speak for the TPO on all matters of compliance with the program policies and procedures
- Designate a "Technical Point of Contact" responsible for all matters of plan review and inspection services provided by the TPO who has at least one of the following:
 - Registered professional engineer
 - Licensed architect, or
 - ICC Certified Master Code Professional or ICC Certified Building Code Official.
- Payment of annual fee
 - \$100 annually for TPO
 - Each registered employee, \$25
- Proof of experience for each plans examiner/inspector
- Proof of current certification/license for each plans examiner/inspector

Minimum qualifications for individuals employed by TPO to perform listed acts:

The attached Table 1 (Individual Plan Reviewer and Inspector Certification Requirements) indicates the level of certifications that allow the plan review, inspection or both of commercial and/or residential projects. References to a certification are as listed in the 2006 ICC National Certification Program for Code Professionals for *International Code Council* (ICC) Certifications and in accordance with the *International Association of Electrical Inspectors* for

IAEI Certifications. Legacy Certifications shall have the equivalency as indicated in the 2006 ICC Certification Renewal Bulletin.

In addition to the required minimum level of certifications, individuals performing plan review and inspections shall be required to provide proof of related experience as follows:

Commercial Plan Review and/or Inspection: 5 years of related experience
Residential Plan Review and/or Inspection: 3 years of related experience

Trade licenses shall be equivalent in experience as follows:

Journeyman Plumbing License: 3 years
Master Plumbing License: 5 years
Journeyman Electrician License: 3 years
Master Electrician License: 5 years
Class A Air Conditioning & Refrigeration License: 5 years
Class B Air Conditioning & Refrigeration License: 3 years

Notes:

1. Reference to “Master or Journeyman Electrical License” means possession of an Arlington license (valid through September 1, 2006), a license from another city that could be reciprocated with Arlington (valid through September 1, 2006) or a license issued by the TDLR.
2. All licenses and certifications must be maintained as active.
3. Plan review may be performed by subordinates who are under the direct supervision of a qualified individual in the specific area. The qualified individual shall certify the plans review. Field inspections must be performed by the specific qualified individual only, and the individual shall certify the inspection reports.

INSURANCE REQUIREMENTS FOR THIRD PARTY ORGANIZATIONS

Prior to performing plan review or inspections, a TPO must have on file with the Community Development and Planning Department the following:

1. Certificates of Insurance accepted by the Risk Manager evidencing the following minimum coverages:
 - Commercial General Liability:
\$1,000,000 Per occurrence for bodily injury, personal injury and property damage. This policy shall have no standard coverages removed by exclusion.
\$2,000,000 Aggregate annual limit.
 - Automobile Liability:
\$1,000,000 Combined single limit per accident for bodily injury and property damage.
 - Professional Liability (also known as Errors & Omissions):
\$500,000 Per occurrence and annual aggregate. Coverage shall remain in force at all times organization is registered and for a minimum of five years from the date of registration.
 - Workers Compensation
Statutory limits, as required by law
Employers liability of not less than
 - \$100,000 Each accident/occurrence
 - \$100,000 Disease - per each employee
 - \$500,000 Disease – policy limit

Required policy endorsements on the insurance are as follows:

- The City of Arlington, its officials, employees and volunteers named as Additional Insured. Exception: the additional insured endorsement does not apply to Workers' Compensation policies or Professional Liability;
- Thirty (30) days notice of cancellation or non-renewal; and
- Waiver of rights of recovery (subrogation) in favor on the City.

Insurer(s) of required insurance policies shall have a current A. M. Best rating of A: VII or be reasonably equivalent thereto. Insurer(s) shall be licensed by the Texas Department of Insurance (TDI) to do business in the state of Texas or be otherwise authorized as eligible to do business in the state of Texas. Alternative insurers such as risk retention groups or risk pools may be acceptable to the City of Arlington pending qualifications by TDI.

Original Certificates of Insurance shall accompany the TPO application. Renewed Certificates of Insurance (in original form) may be forwarded to:

Community Development and Planning Department
Building Inspection Division
Attn: Third Party c/o Building Official
Mail address: P O Box 90231 MS 01-0241
Arlington, TX 76004-3231
Phone: 817-459-6521
Fax: 817-459-6669
Email: drydene@ci.arlington.tx.us

Physical location:
101 West Abram Street, Second Floor
Arlington, TX

USE OF MULTIPLE THIRD PARTY ORGANIZATIONS TO PROVIDE PLAN REVIEW AND INSPECTION SERVICES

Projects that utilize TPO services may use a TPO for either plan review, for inspections, or both. Projects may use different companies for their plan review and for their inspections. However, the plan review and field inspections of projects must be for all four trades {building (including energy), zoning, electrical, mechanical, and plumbing}. You may select only one registered organization for each plans review or inspection function.

PROCEDURE FOR DEVELOPERS WISHING TO EMPLOY THIRD PARTY ORGANIZATIONS

Developers, owners or builders who wish to employ TPOs may contact the Community Development and Planning Department for a current list of registered TPOs. The City makes no representation concerning the firms except that they meet minimum criteria for education, experience, licensing, and certification necessary to perform plan review and inspection services. It is up to the developer and the third party organization to agree on costs of service, schedule of services provided, and any other arrangements between the two parties. The City is not responsible for compensating third party organizations.

Projects that utilize TPOs must still apply for all applicable permits from the Community Development and Planning Department and pay applicable fees. Depending upon the type of project, additional plan review and inspections may be required by City staff in addition to the services provided by the TPO.

If a developer is unsatisfied with the services of a third party organization, the developer may request that the City perform the remaining plan review and/or inspection services. The developer may also employ an alternate third party organization with written permission from

the Building Official. In any case, a change in the organization or method of plan review or inspection must be registered and approved with the City.

The registered TPO may act as an agent (permit applicant) for the owner. A Statement of Compliance with the City's plan review procedures must be executed by the TPO and be submitted with the building permit application.

The owner of a project that wishes to utilize the registered TPO for inspection services must execute the TPO Inspection Designation form prior to the approval and issuance of the building permit.

EXCLUSIONS FROM THE PROGRAM

The following activities or parts of the Project are explicitly excluded from the scope of work of this Program:

- Granting of modifications or variances from any provision of the City of Arlington's Construction or Building Codes, orally or in writing.
- Approval of installations in vaults and other projections in public space, without written documentation of such approval by the Department.
- Site work where jurisdictional authority lies with agencies other than Community Development and Planning/Building Inspection.
- Work subject to inspection and approval by the Landmark Preservation Commission of the City of Arlington.
- Work subject to separate plan review and inspection from other City of Arlington Departments (example: Fire Department).

PUBLIC RECORDS

Records, information, documents, whether finished, unfinished, or draft, that are developed, prepared, completed or acquired (hereinafter referred to as records) by the third party organization during the performance of services shall be made available to the City on request. Such records shall include calculations, data, studies, surveys, reports, correspondence, memoranda, maps, models, photographs, drawings, and audio or video recordings. All such materials shall be maintained by the third party organization for a period of one year after the issuance of the Certificate of Occupancy or after the termination of the working arrangements between the third party organization and the contractor/owner. The Building Official of the City of Arlington shall specify the type of record that must be provided to the City of Arlington to serve as permanent record and shall also specify the timing of the submittal of the records to serve as permanent record. Such documents must be delivered and reviewed prior to the issuance of a Certificate of Occupancy (CO).

CONFLICT OF INTEREST POLICY (COI)

In order to maintain the integrity of the Program, it is important that TPOs have no substantial business interest, direct or indirect, in projects on which they are retained to perform plan review and/or inspections, or in the owners, contractors or subcontractors of such projects. The TPO shall execute the **Acknowledgement of the Conflict of Interest (COI) Policy**.

A TPO, or any of its individual employees, is considered to have a substantial business interest in a project when:

- The organization or registered person owns 1% or more voting shares of the client,
- The organization or registered person receives more than 10% of its gross income for the previous year from the client, except for income derived for services as a third party organization or similar consultations,
- The registered person is an elected officer or a member of the board of directors or governing board of the client.
- The registered person fails to maintain an independent contractor relationship or becomes employed by the client,
- The organization or registered person has equitable or legal ownership with a fair market value of \$2500 or more in the real property being inspected, or
- Another person related within the first degree by consanguinity or affinity of the registered person has such an interest.

A "client" means a sole proprietorship, partnership, firm, corporation, holding company, Joint Stock Company, receivership, trust, or any other entity recognized by law, which has hired the TPO to provide services under the TPO program.

Independence - The TPO:

- Is not owned, operated or controlled by an owner, builder, or trade person regulated under the construction codes.
- Is not financially affiliated with an owner, builder, or trade person regulated under the construction codes.
- Have the financial resources to act independently.

Organizational Structure – The TPO:

- Is not owned, operated or controlled by an owner, builder, or trade person regulated under the construction codes.
- Is impartial, does not charge fees contingent or based upon results from the reviews or inspections.
- Holds all employees, including contractors, to the same COI standards.

Written Personnel Policies

Employees of the TPO involved in the review or inspection process do not engage in the design,

- construction or sale of those same structures.
- Employees of the applicant involved in the review or inspection process, as well as their spouse, do not own more than 1% of the stock or have any substantial business interest in any owner, builder, or trade regulated under the construction codes.
- Employees of the applicant involved in the review or inspection process will not participate in a review or inspection for a client for which they have had such substantial business interest within the last 12 months.

SERVICE FEE STRUCTURE

All fees and costs related to the performance of a TPO are initiated at the option of the Builder, Developer, or Owner, shall be borne by the Builder, Developer, or Owner and paid directly by the Builder, Developer, or Owner to the TPO. The Builder, Developer, or Owner shall not be entitled to a refund of any portion of the permit fee for the third party inspection assigned and paid by the Builder, Developer, or Owner directly to the TPO, when those inspections are assigned at the option of the Builder, Developer, or Owner.

Exception, plumbing inspection fees.

The TPO plumbing inspector must be paid directly by the City. The plumbing inspector cannot contract directly with the developer. Once the TPO is registered with the City, the City will execute a contract with the individual plumbing inspector(s) and pay them directly for plumbing inspection work. The plumbing inspector may be employed by a third party company, but is still compensated by the City.

QUALITY CONTROL PROVISIONS

It is the intent of these quality control methods to maintain the mission of the City and Building Inspections to support safe sound accessible construction practices. And to give workable guidelines to perform the necessary support to perform plan review and inspection services.

REVIEW OF THE APPLICATION FOR TPO REGISTRATION

TPO registration shall be granted to an applicant by the Building Official within ten (10) business days of the filing of the application unless the Building Official finds from a preponderance of the evidence presented that:

1. False or misleading information is contained in the application or required information is omitted;
2. The applicant's certification(s), license(s), experience and minimum training specified in the application are insufficient;
3. The applicant does not have satisfactory workmanship and/or performance
4. The applicant has failed to pay past fees associated with building inspections;

An original application denied as outlined above may be amended one time within ten (10) days of the denial. Any amended application shall be reprocessed in the same manner as the original application without any additional fee being assessed. Original application fees are considered non-refundable.

Subsequent amendments to the application must be processed as an original application subject to the appropriate fees.

REGISTRATION; NONTRANSFERABLE

A TPO registration issued under this program is not assignable or transferable.

PROBATION PERIOD

A TPO registered under this program must enter into a six (6) month probationary period under this program to ensure the training, workmanship, performance, or conduct of the TPO.

DAILY INSPECTION DOCUMENTATION

The TPO's Professional-in-charge is responsible for accounting to the Building Official for all the daily inspections/stops and results conducted by the TPO at a permitted site. The TPO shall keep a log of all the construction inspections, and results, conducted, containing the permit number, date of issuance, the address of the approved project, and the type of construction inspection conducted, and list of non-complying items that require corrections. Copies of the log shall be made available to the Building Official in the format and timing as specified by the Building Official.

ANNUAL REVIEW; PERFORMANCE EVALUATIONS

On an annual basis, or as needed, the City shall conduct an annual review of the TPO, including but not limited to the TPO's employees, employee certifications, licenses, insurance requirements, workmanship, performance, or conduct of the TPO.

DEFAULT

The City retains the right to terminate the registration of the TPO at any time for due cause of unsatisfactory workmanship and/or performance.

QUALITY ASSURANCE AND QUALITY CONTROL

The TPO shall furnish trained, certified and competent professionals to perform the services under this program.

No TPO shall perform inspection services that is in arrears or in default to the City of Arlington for delinquent taxes or assessments or on any debt or agreement, whether as defaulter or bondsman, or who has defaulted upon any obligation to the City by failing to perform satisfactorily any previous agreement within the past seven (7) years. TPOs may be disqualified for poor prior performance on similar agreements with other entities.

The City reserves the right to send a representative to accompany any TPO inspector to the job site to ensure proper inspection methods and code interpretation of the City. The City's representative shall have the authority to stop any work in progress that does not meet the code interpretation of the City. Additionally, this does not relieve the TPO of any liability for any corrective measures that the City's representative may have missed that should have been performed or taken that would have prevented any malfunction and/or damage to the equipment or personal injuries.

The City may perform audits of the daily inspections/stops per inspector.

DAILY INSPECTION WORKLOAD

Given the complexity of the projects, the geography of the city, and experience and efficiency of personnel, daily inspection workloads must be reasonable and may not exceed 30 daily stops per inspector per eight (8) hour work day depending upon the complexity and proximity of the stops/inspections.

CHAIN OF CUSTODY OF PROJECT DOCUMENTS

The TPO shall agree to exercise due diligence in the safekeeping of any project documents. The drawings, specifications, electronic files in all types of media, or other materials received by the TPO in connection with the performance of any work under the Program may be protected by Open Records Law and shall remain the property of the City or other rightful owner.

ACCESS TO THE TPO

The TPO shall be accessible to the Building Official or his duly authorized representative during normal business hours, to provide updates and clarification of the results of its plans review and inspections.

OTHER ENFORCEMENT PROVISIONS

The TPO inspector on the job site may request to see documentation verifying the contractors' license, endorsement, or registration to perform such trade work.

DISCIPLINARY AUTHORITY OF THE BUILDING OFFICIAL

The Building Official may reprimand, revoke, place on probation, or refuse to renew a TPO registration and may reprimand, place on probation, revoke or refuse to renew an individual plans examiner and/or inspector registration for a violation of this program or a City ordinance. A company or individual whose TPO registration has been revoked may not apply for a new TPO registration before the first anniversary of the date of revocation.

If a TPO company or individual is placed on probation, the Building Official may require the person:

1. To report regularly to the Building Official on matters that are the basis of the probation;
2. To limit practice to the areas prescribed by the Building Official;
3. To continue or review professional education until the person attains a degree of skill satisfactory to the Building Official in those areas that are the basis of the probation; and
4. Any other action that may be considered appropriate by the Building Official to insure the satisfactory service level.

The Building Official shall adhere to a progressive discipline approach relative to the severity of the violation of the registered TPO or individual.

The Building Official by rule shall: (1) adopt written guidelines to ensure that probation is administered consistently; and (2) develop a system to track compliance with the probation requirements.

GROUND FOR DISCIPLINARY ACTION

A company or individual TPO registration is subject to disciplinary action if the company and/or individual violate any provision of this Program, City ordinance or a Building Official directive. A violation of this program includes, but is not necessarily limited to:

1. Obtaining a license, endorsement, or registration through error or fraud,
2. Providing plan review and or/inspections without the appropriate certification/license,
3. Willfully, negligently, arbitrarily or repeatedly violating a municipal rule or ordinance that regulates building, mechanical, electrical, fire or plumbing code,

-
4. Making a misrepresentation of services provided or to be provided,
 5. Making a false promise with the intent to induce a person to contract for a service,
 6. Employing equipment, material, and methods that do not comply with city-approved codes, policies or procedures,
 7. Providing inspection services prior to issuance of a valid building permit by the City, and
 8. Falsifying reports.

FORMAL COMPLAINTS

Any individual may file a formal complaint against a registered TPO or an employee of a registered TPO. No investigation into a registered TPO or an employee of a registered TPO be commenced on heresay information. The formal complaint must contain the following minimal information:

1. The name address and phone number of the complainant,
2. The address(s) of the incident(s) instigating the complaint,
3. The name of the contractor, owner, TPO and the TPO employee (if applicable),
4. An accurate description of the complaint citing alleged violations of this Program or violations of codes and/or ordinances, or other basis of complaint, and
5. Provide any factual evidence available.

The Building Official shall conduct an investigation of the formal complaint. The Building Official will publish a finding of the complaint and make that complaint available to all appropriate parties. The Building Official will take the appropriate disciplinary action, if any, based on the findings of the investigation.

APPLICATION FOR REGISTRATION FOR A THIRD PARTY ORGANIZATION (TPO)

AGENCY NAME:	DATE OF APPLICATION:
AGENCY REGISTERED ADDRESS:	AGENCY TELEPHONE:
AGENCY CITY:	AGENCY FAX:
AGENCY ZIP CODE:	AGENCY EMAIL:

REQUESTED RECOGNITION

CHECK ONE OR MORE, AS APPLICABLE: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Plan Review <input type="checkbox"/> Inspection
--

INFORMATION OF PROFESSIONAL-IN-CHARGE

PROFESSIONAL-IN-CHARGE, NAME:	TITLE:
OFFICE PHONE:	OFFICE FAX:
CELL PHONE:	EMAIL ADDRESS:

INFORMATION OF TECHNICAL POINT-OF-CONTACT

TECHNICAL POINT-OF-CONTACT, NAME:	PROFESSIONAL LICENSE/CERTIFICATION:
OFFICE PHONE:	OFFICE FAX:
CELL PHONE:	EMAIL ADDRESS:
CHECK ALL THAT APPLY PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS ARCHITECT REGISTERED IN THE STATE OF TEXAS ICC MASTER CODE PROFESSIONAL OR ICC BUILDING CODE OFFICIAL	

PLEASE PROVIDE THE FOLLOWING INFORMATION ABOUT YOUR AGENCY'S 5 MOST RECENT PROJECTS:

PROJECT # 1

NAME AND/OR ADDRESS OF PROJECT
OVERALL CONSTRUCTION VALUE
ROLE OF THE CONTRACTOR/AGENCY IN THE PROJECT
NAME/TELEPHONE # OF CLIENT OR PROJECT OWNER

PROJECT # 2

NAME AND/OR ADDRESS OF PROJECT
OVERALL CONSTRUCTION VALUE
ROLE OF THE CONTRACTOR/AGENCY IN THE PROJECT
NAME/TELEPHONE # OF CLIENT OR PROJECT OWNER

PROJECT # 3

NAME AND/OR ADDRESS OF PROJECT
OVERALL CONSTRUCTION VALUE
ROLE OF THE CONTRACTOR/AGENCY IN THE PROJECT
NAME/TELEPHONE # OF CLIENT OR PROJECT OWNER

PROJECT # 4

NAME AND/OR ADDRESS OF PROJECT
OVERALL CONSTRUCTION VALUE
ROLE OF THE CONTRACTOR/AGENCY IN THE PROJECT
NAME/TELEPHONE # OF CLIENT OR PROJECT OWNER

PROJECT # 5

NAME AND/OR ADDRESS OF PROJECT
OVERALL CONSTRUCTION VALUE
ROLE OF THE CONTRACTOR/AGENCY IN THE PROJECT
NAME/TELEPHONE # OF CLIENT OR PROJECT OWNER

INDEMNIFICATION AND ACKNOWLEDGEMENT BY THIRD PARTY ORGANIZATION

This indemnification and acknowledgment is executed by the undersigned as consideration for registration as a third party organization to perform plan review and inspection services for construction projects in the City of Arlington. The undersigned acknowledges that this document will remain on file in the records of the City of Arlington and will apply to all projects for which the undersigned is retained to perform plan review and inspection services.

1. **Indemnification:** The undersigned third party organization does hereby covenant and agree to waive all claims, release, indemnify, defend and hold harmless the City of Arlington and all of its officials, officers, agents, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action including all expenses of litigation and/or settlement which may arise by reason of injury or death or debt of any person, or for loss of, damage to or loss of use of any property, resulting from the undersigned's acts or omissions or the acts or omissions of the undersigned's employees, agents or subcontractors relating to the performance of plan review and inspection services for construction projects in the City of Arlington. Such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of the City of Arlington or any of its officers, officials, agents, employees or invitees in both their public and private capacities whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, gross negligence or any other form of negligence. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the undersigned third party organization to indemnify and protect the City of Arlington from the consequences of the City of Arlington's own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage or whether said negligence is sole negligence, joint negligence, active negligence, passive negligence, gross negligence or any other form of negligence.

2. **Not employee or subcontractor of City:** The undersigned acknowledges that he or she, if an individual, or it, if an entity, will contract directly with the owner or contractor for performance of plan review and inspection services, on terms approved by the parties. The undersigned and the officers, agents, employees, and subcontractors of the undersigned shall not be deemed officers, agents, employees or subcontractors of the City of Arlington. The City of Arlington shall have no liability to the undersigned or to any person retained by the undersigned, including but not limited to liability for payment for services.

Third Party Organization (Print Legal Name)

By: _____ Date: _____

Printed name: _____

Title: _____

SINGLE ACKNOWLEDGEMENT

§THE STATE OF TEXAS

§COUNTY__

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 20__.

Notary Public in and for
_____ County, Texas

CORPORATE ACKNOWLEDGEMENT

§THE STATE OF TEXAS

§COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, Title _____ of _____, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein state and as the act and deed of said corporation.

Given under my hand and seal of office on this _____ day of _____, 20__.

Notary Public in and for
_____ County, Texas

APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGEMENT OF CONFLICT OF INTEREST(COI) POLICY

As a condition of performing plan review and inspections, the undersigned third party organization (TPO) acknowledges that it has read and agrees to comply with the Conflict of Interest policy of the Third Party Plan Review and Inspection Process. The undersigned declares

1. There is no conflict of interest on its part or the part of its regular or contract employees.
2. Employees or contractors with conflicts will be disqualified from the review and inspection process.
3. Employees or contractors are aware that they must report any changes to their COI status to their supervisors as soon as the employee is aware of the changes.
4. The applicant will handle any complaint promptly and will resolve all cases where conflicts are suspected or proven.
5. COI training is provided to all employees, to ensure compliance with applicants' written COI policies and procedures.
6. That it will not supervise or perform third party plan review or inspections for the following projects:
 - A. Projects in which the TPO, or any of its employees, subcontractors or agents, has a substantial interest, participated in the design, preparation of plans, or construction.
 - B. Projects involving owners, contractors or subcontractors in which the TBO, or any of its employees, subcontractors or agents, has a substantial interest.

Date: _____

Third Party Organization (Print Legal Name)

By: _____

Printed name: _____

Title: _____

SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this _____ day of _____, 20__.

Notary Public in and for
_____ County, Texas

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, Title _____ of _____, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein state and as the act and deed of said corporation.

Given under my hand and seal of office on this _____ day of _____, 20__.

Notary Public in and for
_____ County, Texas

APPROVED AS TO FORM:

City Attorney

INSPECTOR/PLANS EXAMINER INFORMATION

(Complete one form for each individual)

NAME:	OFFICE PHONE:
CELL PHONE:	EMAIL ADDRESS:
SAMPLE OF SIGNATURE:	SAMPLE OF INITIALS:
CHECK ONE OR MORE, AS APPLICABLE:	
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential	
<input type="checkbox"/> Plan Review <input type="checkbox"/> Inspection	
CHECK ALL THAT APPLY:	
<input type="checkbox"/> BUILDING <input type="checkbox"/> ACCESSIBILITY <input type="checkbox"/> ENERGY <input type="checkbox"/> ELECTRICAL <input type="checkbox"/> MECHANICAL <input type="checkbox"/> PLUMBING	

LIST PROOF OF VERIFIABLE RELATED EXPERIENCE:

1. _____

2. _____

3. _____

4. _____

5. _____

Table 1 - Individual Plan Reviewer and Inspector Certification Requirements

Certification Required	Plan Review & Inspection Activity					
	Building Code	Accessibility	Energy	Plumbing	Mechanical	Electrical
Building Inspector or Commercial Building Inspector	CRI					
Residential Building Inspector	RI					
Electrical Inspector or Commercial Electrical Inspector						CPRI
Residential Electrical Inspector						RI
IAEI Certified Electrical Inspector-Master						CI
IAEI Certified Electrical Inspector-Residential						RI
Mechanical Inspector or Commercial Mechanical Inspector					CPRI	
Residential Mechanical Inspector					RI	
Plumbing Inspector or Commercial Plumbing Inspector + TX Plumbing Inspector's License				CPRI		
Residential Plumbing Inspector + TX Plumbing Inspector's License				RI		
Combination Plans Examiner	CRP			CRP	CRP	CRP
Building Plans Examiner	CRP					
Electrical Plans Examiner						CRP
Mechanical Plans					CRP	

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Examiner						
Plumbing Plans Examiner				CRP		
Building Code Official	CRPI					
Electrical Code Official						CRPI
Mechanical Code Official					CRPI	
Plumbing Code Official				CRPI w/TX Plumbing Inspector's License		
Master Code Professional	CRPI	CRPI	CRPI	CRPI w/TX Plumbing Inspector's License	CRPI	CRPI
Commercial Energy Inspector			CI			
Commercial Energy Plans Examiner			CP			
Residential Energy Plans Examiner/Inspector			RPI			
Accessibility Inspector/Plans Examiner		CPI				
RAS – Registered Accessibility Specialist		CPI				

(August 8, 2005)

C=Commercial
R=Residential
P=Plan Review
I=Inspection

Notes:

1. If a TPO is not approved for accessibility plan review and inspections, the TPO may not permit projects with a construction valuation less than \$50,000 unless the project is registered with TDLR. The TPO must subsequently provide proof of plans complying with TAS and proof of inspections complying with TAS if the TPO is also performing those inspections.
2. (This is blank)

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**CONTRACT FOR PLUMBING INSPECTOR
ATTACHED ON THE FOLLOWING PAGES**



City of Arlington
Contract for Plumbing Inspections

This Agreement made this ___ day of _____, 200__, between the City of Arlington (hereinafter referred to as the "City"), and _____, (hereinafter referred to as the "Plumbing Inspector").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

I.

RECITALS

The City is a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas.

The City desires to retain a Plumbing Inspector to provide the Services as set out in **Exhibit "A,"** which is attached hereto and made a part hereof for all purposes, being hereinafter referred to as the "Services."

The Plumbing Inspector agrees to perform the services as set out in **Exhibit "A."**

II.

AGREEMENT

The City and Plumbing Inspector, for and in consideration of the mutual covenants herein set forth, agree as follows:

It is agreed that the City retains the Plumbing Inspector to provide the Services as set out in **Exhibit "A,"** subject to the terms, conditions, and stipulations under this Agreement.

III.

COMPENSATION

For and in consideration of the Services rendered by the Plumbing Inspector, the City shall pay and the Plumbing Inspector shall receive the fees set forth in **Exhibit "A"** attached hereto and incorporated herein by reference. Plumbing Inspector shall not accept any compensation or anything of value from any contractor or owner whose work is being inspected by the Plumbing Inspector.

IV.

PROFESSIONAL RESPONSIBILITIES

Plumbing Inspector agrees to perform said Services expeditiously, on request, in accordance with sound and generally accepted inspection principals and standards, to check for compliance with the applicable City of Arlington Code or Codes.

When requested, the Plumbing Inspector shall conduct on-site plumbing inspections for compliance with regulation established by the City or State for plumbing installation.

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All documents which come into the possession of Plumbing Inspector are and shall remain the property of the City and shall be maintained as public records subject to determination by the City otherwise.

V.

CITY REVIEW

Plumbing Inspector agrees and understands that the Building Official or his designee may, at his discretion, make periodic site visits to review, inspect and duplicate any inspections performed by the Plumbing Inspector in order to insure a quality control of performance. The Building Official or his designee shall maintain full interpretation authority of all affected codes as well as the authority to require corrections, including, but not limited to, notices and/or stop work orders. Plumbing Inspector understands that, upon completion of all building projects, the Building Official or his designee will perform a final inspection prior to the issuance of a certificate of occupancy.

VI.

TERMINATION

This Agreement may be terminated by either party for any reason by giving two (2) days written notice. The City reserves the right to suspend or stop services immediately. Plumbing Inspector will only be paid for work that has been performed at the time of termination.

VII.

AMENDMENTS TO AGREEMENT

Any amendment to this Agreement must be in writing and signed by the Plumbing Inspector and the City Manager.

VIII.

NON-EXCLUSIVE AGREEMENT

It is understood and agreed that retention of the Plumbing Inspector by the City to perform the Services, and for the purposes stated in this Agreement, is not exclusive.

IX.

ASSISTANTS

The Plumbing Inspector does not have the right to employ assistants or sub-plumbing inspectors to perform the Services.

X.

INDEMNIFICATION

Plumbing Inspector undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of their Boards, commissions, officers, agents, representatives, employees, volunteers and elected or appointed officials from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, Attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Plumbing Inspector's employees and agents or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Contract occasioned by any error, omission or negligent

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act on the part of Plumbing Inspector or Plumbing Inspector's officers, agents, employees or subcontractors of any tier.

XI.
INSURANCE

Plumbing Inspector shall purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. Plumbing Inspector shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by CITY. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

1. Workers' Compensation, as required by law, with the policy endorsed to provide a waiver of subrogation as to the owner; Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease - each employee \$500,000 disease - policy limit.
2. Commercial General Liability Insurance, covering, but not limited to the indemnification provisions of this Contract, fully insuring Plumbing Inspector's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence. This policy shall have no coverages removed by exclusions. This policy shall be written with CITY as an additional insured and that the policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured shown on the policy.
3. Automobile Liability Insurance, covering all vehicles to be used in performance of this contract with minimum limits equal to or greater than required by State law.

It is agreed by all parties to this Contract that the insurance required under this Contract shall:

- (a) Provide for thirty (30) days notice of cancellation to CITY, for nonpayment of premium, material change or any other cause.
- (b) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (c) Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.
- (d) Provide a Certificate of Insurance evidencing the required coverages to:

Community Development and Planning Department
Building Inspection Division
Attn: TPO c/o Building Official
City of Arlington
Post Office Box 90231 MS 01-0241
Arlington, Texas 76004-3231

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CITY reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by CITY's Risk Manager based upon changes in statutory law, court decisions or the claims history of the industry as well as Plumbing Inspector.

XII.
FORCE MAJEURE

The Plumbing Inspector shall not be responsible or liable for any loss, damage, or delay caused by force majeure which is beyond the control of the parties, which shall include riot, insurrection, embargo, fire or explosion, the elements, act of God, epidemic, war, earthquake, flood, or the official act of any government.

XIII.
ASSIGNMENT

This Agreement shall not be assigned in whole or in part by the Plumbing Inspector.

XIV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XV.
LEGAL CONSTRUCTION

In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVI.
WARRANTIES

Plumbing Inspector hereby warrants that:

- a) Plumbing Inspector has, currently in effect, all necessary licenses to perform the work, and Plumbing Inspector is qualified to perform the work as required by the City's Codes and the State of Texas;
- b) All work is to be performed in a professional and workmanlike manner;
- c) The Plumbing Inspector agrees to and represents that it will not in any fashion discriminate in the provision of Services against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

XVII.

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INDEPENDENT CONTRACTOR

It is the express agreement and understanding of the parties that Plumbing Inspector is in all respects an independent contractor of the City. The relationship between the Plumbing Inspector and the City is that of an independent contractor. Neither party is an employee, servant, or partner of the other, and neither has the right, authority, or power to direct, bind, or obligate the other in any way, except within the context of this Agreement.

The City is interested only in the results to be achieved, and the control of the work will lie solely with Plumbing Inspector. Plumbing Inspector shall set his or her own hours of work and the number of hours that he or she shall work to accomplish the purposes of this Agreement.

XVIII.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties to it, and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

XIX.

TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this Agreement are performable in Tarrant County, Texas. Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

XX.

PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

XXI.

MAILING ADDRESSES

All notices and communications under this Agreement to be mailed or delivered to the City shall be sent as follows:

City of Arlington
101 West Abram Street
Arlington, Texas 76010
Attention: Building Official
(817) 459-6521

All notices and communications under this Agreement to be mailed or delivered to the Plumbing Inspector and if applicable, the corporation, association, partnership or any other non-governmental entity that employs said Plumbing Inspector shall be sent as follows, unless and until the City is otherwise notified:

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Plumbing Inspector:

Company:

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is placed in the United States Mail.

Executed, in multiple counterparts, at Arlington, Texas, on the day and year first above written, and each signed counterpart shall be treated as an original for all purposes.

PLUMBING INSPECTOR

BY _____
Signature

Typed or Printed Name

Typed or Printed Title

Tax Identification No.

WITNESS:

CITY OF ARLINGTON, TEXAS

BY _____
TREY YELVERTON
Deputy City Manager

ATTEST:

BARBARA G. HEPTIG, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY _____

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF AN
INSPECTION AND CODE COMPLIANCE SERVICES AGREEMENT

A.1. Plumbing Inspector

Name

Address

Phone

A.2. Scope of Services: Plumbing Inspection

A.3. Frequency: As Called/On Request

A.4. Compensation:

Total compensation to the plumbing inspector is a one time fee of \$100.00 billable after the plumbing inspector performs the initial plumbing inspection.