

**HOLD HARMLESS AGREEMENT**

IT IS HEREBY AGREED this nineteenth day of January, in the year 2010, between Building Inspection Underwriters, Inc. and Elsmere, Delaware that Building Inspection Underwriters, Inc. shall be liable for the inspection activities of its inspectors while performing necessary inspections in Elsmere, Delaware. It is further agreed that Elsmere, Delaware shall not be held liable for said inspectors, and Building Inspection Underwriters, Inc. shall, and does hereby indemnify and hold harmless Elsmere Delaware from any activity conducted by Building Inspection Underwriters, Inc., its employees, agent and contractors within Elsmere, Delaware.

Building Inspection Underwriters, Inc.

  
WITNESS

BY: 

**AGREEMENT BETWEEN  
ELSMERE DELAWARE  
AND  
BUILDING INSPECTION UNDERWRITERS, INC.**

THIS AGREEMENT made this nineteenth day of January, 2010 between the The Town of Elsmere, County of New Castle, a Township in the State of Delaware (hereinafter referred to as "Elsmere"), and Building Inspection Underwriters, Inc., a Delaware Corporation with its principal place of business located at 302 East Pennsylvania Avenue, Feasterville, Pa. 19053 (hereinafter referred to as "BIU");

WHEREAS, BIU is engaged in the business of providing services to municipalities pursuant to the provisions of the International Building Codes as adopted by a municipal ordinance.

WHEREAS, BIU is a third-party agency certified by the International Code Council and licensed and insured in the State of Delaware.

WHEREAS, Elsmere is desirous of utilizing the services of BIU as a third-party agency pursuant to the provisions of the International Code Council and Elsmere municipal ordinance;

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

1. Upon the adoption of the Agreement by the Elsmere Town Council, BIU shall, for the term of this Agreement, act on behalf of Elsmere, when requested to do so, for the administration and enforcement of the adopted codes, perform plan reviews of construction documents, and inspect construction when requested by the permit holder.
2. Upon the adoption of this Agreement by the Elsmere Town Council, BIU shall designate a Construction Code Official employed by it as the Building Code Official of the Town of Elsmere. The Building Code Official shall manage, supervise and administer building code enforcement activities pursuant to International Code Council within the Town of Elsmere when requested. The Building Code Official's duties shall include, but not be limited to: management of building code enforcement activities; supervision of building inspectors and plan examiners; issuance of certificates of occupancy, building permits, violation notices and orders to vacate; initiation of prosecutions; and such other duties as may be designated from time to time in regulations adopted pursuant to the International Building Codes.
3. All persons employed by BIU who shall perform duties as Construction Code Official in behalf of Elsmere shall be certified by the International Code Council and shall be certified in one or more of the categories. Such employees shall remain in good standing with said Agency during the term of this Agreement.
4. The term of this Agreement shall be for a period of one (1) year and shall commence on the date it is approved by the Elsmere Town Council and signed by the parties. The Agreement will be automatically renewed thereafter for the same period, unless either party notifies the other party no later than thirty (30) days prior to the end of the term that the Agreement will not be renewed.

5. BIU shall not accept or commence work on a building permit application until Elsmere or its designated agent has first issued a zoning permit authorizing such work.

6. BIU shall insure that all required inspections are performed as designated in the regulations adopted pursuant to The Town of Elsmere Municipal Code and the regulations set forth by the International Code Council.

7. BIU shall be responsible for developing and maintaining such procedural guidelines and materials as are required by the ICC or applicable regulations and ordinances, including the Elsmere's Standard Operating Procedures. BIU shall develop and distribute informational forms and applications, inspection check lists and reports, certificates and other materials necessary to inform residents, property owners, builders and contractors of the requirements of the ICC, as it shall from time to time deem necessary.

8. BIU shall not take any action as to applications, plans, requests or appeals until all fees and required documents are properly submitted.

9. BIU shall not issue a ICC certificate of occupancy until such time as all requirements of the ICC and its regulations, and all applicable Federal and State laws and municipal ordinances have been met.

10. Building Inspection Underwriters, Inc. will provide the Town of Elsmere with an Electrical Inspector to perform all plan reviews and inspections as required by the Delaware State Fire Marshal, through Middle Atlantic Inspections Inc. Middle Atlantic Inspections will process all billing through the applicant.

11. BIU shall employ, at its sole expense, all personnel required to perform the services set forth herein in behalf of Elsmere. Elsmere may, from time to time during the term of this Agreement, request a change in the personnel assigned to its municipality by BIU, and such request shall not be unreasonably denied.

12. During the term of this Agreement, BIU agrees as follows:

(a) It shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

(b) BIU shall take action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, sex or national origin.

(c) BIU shall ensure that all of its employees or the employees of any sub-contractor performing work within the Town of Elsmere in accordance agreement are lawfully permitted to be employed in the United States under both federal and state law.

(d) BIU shall, during the term of this agreement, submit weekly reports to the Town Manager or their designee, which indicate all time worked and expenses incurred during the previous week.

(e) BIU shall submit all invoices to the Town Manager, or their designee, within 30 days after the end of month to be invoiced. BIU's fees shall be billed in accordance with Appendix "A", contained in this document.

(f) Elsmere may, at their discretion; suspend, submit or request for this service/contract to be open too/for competitive bidding, (for building code inspection services), should this contract's expense approach or exceed ten thousand, (\$10,000.00) US dollars, during the contracted year of service.

13. BIU shall keep and maintain complete and accurate records with respects to all services rendered under this Agreement, including but not limited to, permit applications and approvals, construction plans, inspections reports, enforcement actions, action upon requests for extension of time or variance, proceedings before the Planning Commission, Board of Adjustment and Mayor and Council, final inspection reports and ICC occupancy certificates. All such records shall be deemed the property of the Town of Elsmere. Financial records and all other documents pertinent to work performed under this Agreement shall be retained and made available for audit or as otherwise needed by the Town of Elsmere for not less than that period of retention required under Delaware law, and shall not be destroyed or disposed of absent the prior approval of the Elsmere Council of The Town of Elsmere.

14. This Agreement will be subject to all of the provisions of the Sunshine Law, Act 84 of July 3, 1986.

15. All services performed under this Agreement by BIU shall be at the direction of the Town Manager or his designee.

16. BIU shall, for the entire term of this Agreement, maintain liability and/or errors and omissions insurance coverage with minimum coverage limits of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate to protect the Town of Elsmere in the event of negligence in the performance of all contracted work activities. Elsmere shall be made additional insured as to all such policies of insurance and shall receive all notices and protections due an additional insured. All vehicles owned or leased by BIU shall be insured with personal injury and property damage coverage limits of not less than \$250,000.00 and \$100,000.00, respectively. BIU shall provide Elsmere with a certificate of insurance upon execution of this Agreement.

17. Elsmere shall not be responsible for any loss of life, personal injury or property damages of any kind in performing and completing the work of this Agreement, unless such loss or damage is the result of Elsmere's actual negligence. BIU shall hold Elsmere harmless from and shall indemnify it for all loss, damage, claims or expenses incurred in the performance of the services under this Agreement.

18. This Agreement may be terminated at any time by either party on thirty (30) days written notice to the other party.

19. The relationship which this Agreement is intended to create is that of contractor/contractee, and this Agreement shall be so interpreted. This Agreement shall not be interpreted to create an employer/employee relationship between Elsmere and BIU or any of its employees.

20. BIU shall in the performance of this Agreement comply with all federal, state and local laws and regulations which apply to the services being performed hereunder.

21. The parties further agree and acknowledge as follows:

(a) This Agreement shall be construed under and in accordance with the laws of the State of Delaware.

(b) This Agreement has been entered into in the County of New Castle, Delaware, which shall be deemed the location of the Agreement and any cause of action arising under it.

(c) This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, personal representatives and assigns.

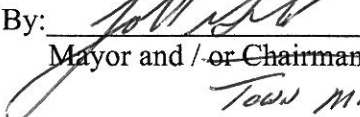
(d) This Agreement supersedes all prior understandings or written or oral agreements between the parties respecting the written subject matter.

(e) No modification of this Agreement shall be effective unless in writing, approved by the Town Council of Elsmere, and signed by all of the parties hereto.

(f) BIU certifies to Elsmere that no official or employee of the Town of Elsmere or the spouse of any employee of the Township has any interest in BIU, whether financial or through employment, except as has been disclosed in writing to Elsmere prior to the adoption and execution of this Agreement by the parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties, themselves or by their duly authorized officers, have executed this Agreement the day and year first above written.


The Town of Elsmere

By:   
Mayor and / or Chairman, Town Council  
TOWN MANAGER

ATTEST:

  
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BUILDING INSPECTION UNDERWRITERS, INC.

By:   
Delaware Manager

ATTEST:

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**Appendix "A"**  
**Fee Schedule**

**Mechanical and Plumbing Fee Schedule (Same as fire/fuel gas permits)**

Based on installation costs

First \$1000.00 or fraction thereof.....	\$40.00
Each additional \$1000.00 or fraction thereof.....	\$10.00
Minimum fee.....	\$60.00

**Building Fee Schedule**

**Residential Use groups R-3 & R-4 (Single family dwellings)**

New Construction.....	\$40.00 plus .20 per sq. foot of GFA*
Additions.....	\$40.00 plus .20 per sq. foot of GFA*
Alterations & repairs.....	1.5% of construction cost
Utility & miscellaneous use groups.....	1.0% of construction cost
( sheds, decks, fences, pools, towers, concrete slabs, retaining walls etc. )	
Minimum fee.....	\$60.00

**All use groups other than Residential R-3 & R-4**

New Construction & additions.....	\$60.00 plus .25 per sq. foot of GFA*
Alterations.....	2.0% of construction cost
Demolition.....	\$50.00

Signs.....\$25.00 plus \$2.50 per sq. ft.  
 Minimum fee.....\$75.00

\*GFA - Gross floor area defined as the total square footage of all floors within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor to ceiling height of 6'6" or more.

**Electrical Fee Schedule**

Service and Feeders

200 AMP or less.....\$45.00  
 201 AMP to 400 AMP..... \$60.00  
 Over 400 AMP.....\$15.00 per 100 Amp  
 Sub-feeders or Sub-panels..... 1/4 of above fees  
 Over 600 volts..... double above fees

Rough Wire

All switches receptacles and lighting outlets

1 to 25.....\$25.00  
 each additional 10.....\$10.00

Finished Wiring

All switches, receptacles and lighting outlets

1 to 25.....\$25.00  
 each additional 10.....\$10.00

Heating, Cooling, Cooking, Appliances, Equipment

Motors, Generators, Transformers, Capacitors, Etc.

less than 1/3 hp, kw, kva use finished wiring fee

over 1/3 hp, kw, kva

1/3 to 1.0.....\$12.00  
 1.1 to 5.0.....\$15.00

5.1 to 10.0.....	\$20.00
10.1 to 30.0.....	\$25.00
30.1 to 50.0.....	\$30.00
50.1 to 100.0.....	\$35.00
over 100 @ \$1.00 per hp, kv, kva	
over 600 volts, 2x above fees	
<b>Signaling, Communication and Alarm Systems</b>	
1 to 10 devices.....	\$40.00
each additional device.....	\$2.00
Minimum Fee.....	\$60.00

**Residential flat rate**

\$80.00 per dwelling unit

**Energy Fee Schedule**

Residential plan review & inspections .04 per sq. foot of GFA\*

Commercial plan review and inspections .04 per sq. foot of GFA\*

\*GFA - Gross floor area defined as the total square footage of all floors within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor to ceiling height of 6'6" or more.

**Accessibility Fee Schedule**

Accessibility plan review \$200.00

Accessibility inspections (per inspection) \$100.00



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