



**Cayman Islands Government  
Department of Planning  
Third-Party Plan Review**

**THIRD-PARTY PLAN REVIEW AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **Department of Planning**, hereinafter referred to as "The Department" and \_\_\_\_\_, hereinafter referred to as "**Third-Party Agency**."

WHEREAS, The Department has a program whereby plan reviews of building projects can be expedited if a property owner contracts with an outside Third-Party plan review agency approved by the Department, and

WHEREAS, Third-Party Agency represents that it is duly qualified to provide plan review services, and desires to be approved by the Department, as an outside plan review Third-Party Agency in the program, and

WHEREAS, The Department and Third-Party Agency agree upon the terms under which The Department will accept work done by Third-Party Agency as being in conformance with The Department requirements under the program,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

**I. THIRD-PARTY AGENCY STATUS**

Third-Party Agency shall always have a Professional-in-Charge on staff in a supervisory capacity and/or as a principal.

Third-Party Agency shall provide to The Department for approval and regularly update the names and qualifications of the personnel who will be employed by them to accomplish plan review.

International Code Council (ICC) certification as a plans examiner and 3 years' experience preparing and/or reviewing plans would constitute acceptable experience.

Other combinations of training and experience shall be considered by The Department on a case-by-case basis, provided that in all cases minimum requirements are met.

Third-Party Agency shall be considered an independent contractor contracting with the property owner in performing the plan review services as allowed under this Agreement.

Third-Party Agency agrees that the Department is not employing Third-Party Agency, nor is the Department liable in any way for payment to Third-Party Agency for services rendered.

Third-Party Agency acknowledges that The Department is only approving Third-Party Agency for use by the property owner should any such property owner wish to retain Third-Party Agency for plan review pursuant to the Department Third-Party plan review program.

Third-Party Agency further agrees that it shall look solely and exclusively to said property owner for payment for any services rendered.

All persons performing services for Third-Party Agency are employed by the Third-Party Agency and not employees, nor contractors of the Department. Third-Party Agency shall be solely responsible for the salaries and other benefits of all such personnel.

## **II. PLAN REVIEW APPROVAL DOCUMENTATION**

Plans to be reviewed by Third-Party Agency shall include all phases (i.e., "structural only" or "non-structural only" etc. are not acceptable) of a project. The finished product shall contain the following:

1. A professional plan review checklist that tracks and documents the review process which will become part of the Department's permanent permit file upon submittal of the plans to the Department. This checklist and review must be consistent with Department Policies and Procedures.
2. A list of all codes applicable to the project. This will include the proper editions of the Cayman Islands Building Code, the Electrical Code, The Cayman Islands Plumbing Code, The Cayman Islands Mechanical Code, ICC/ANSI A117.1 Accessible Code. The proper wind and seismic design criteria shall be clearly indicated on the plans.
3. A statement signed by Third-Party Agency stating the above review has been completed and that the plans are in compliance with all applicable codes as noted. The statement must be dated subsequent to the date the building permit application has been accepted by The Department.

Plans that do not comply with the above requirements, or such other requirements as the Department may determine from time-to-time shall not be considered complete to receive an expedited review.

## **III. RISK MANAGEMENT REQUIREMENTS**

### **1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Third Party Plan Review Agency shall hold neither the Governor, any member of Cabinet, the Authority, nor the Director liable in damages for anything done or

omitted in the discharge or purported discharge of their respective functions and these regulations, unless it is shown that the act or omission was in bad faith.

## **2. INSURANCE:**

THIRD-PARTY AGENCY shall file with THE DEPARTMENT concurrently herewith a Certificate of Insurance, in companies acceptable to THE DEPARTMENT.

## **3. GENERAL LIABILITY INSURANCE:**

The Third-Party Plan Review Agency shall obtain and maintain minimum Professional Indemnity Insurance (enforceable in the Cayman Islands) for each occurrence in the amount of \$1,000,000.00. Professionals-In-Charge and Reviewers who are principals of the Third-Party Plan Review Agency or who are employed by, or under contract with the Third-Party Plan Review Agency, shall be covered by the Third-Party Plan Review Agency's insurance.

The insurance coverage provided by THIRD-PARTY AGENCY shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

## **IV. ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the Department of Planning."

**IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date signed by The Department below:**

**THIRD-PARTY AGENCY:**

\_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**THE DEPARTMENT OF PLANNING**

\_\_\_\_\_ Dated: \_\_\_\_\_

Director, Department of Planning