



**Cayman Islands Government
Department of Planning
Third-Party Building Inspection**

THIRD-PARTY BUILDING INSPECTION 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 Building Inspections of building projects can be conducted if a property owner contracts with an outside Third-Party Building Inspection agency approved by the Department, and

WHEREAS, Third-Party Agency represents that it is duly qualified to provide Building Inspection services, and desires to be approved by the Department, as an outside Building Inspection 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 Building Inspection.

International Code Council (ICC) certification as building inspectors and 3 years' experience in the relevant trade, or Inspections / Plans Examining 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 Building Inspection 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 third parties should any such third party wish to retain Third-Party Agency for Building Inspection according to the Department Third-Party Building Inspection program. Third-Party Agency further agrees that it shall look solely and exclusively to said third party 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. BUILDING INSPECTION APPROVAL DOCUMENTATION

The Third-Party Inspector will perform inspections only as authorized and approved by the Director of Planning for the disciplines listed below.

- Building
- Mechanical
- Plumbing

Items that must be inspected by other departments

- Elevators, Electrical, Fire, Gas and Final Inspection - Department of Planning/Building Control
- Fire vehicles access, hydrants - Cayman Islands Fire Service
- LP gas tanks size and location - OfREG
- Paving and Storm Management - National Roads Authority (NRA)
- Grease traps/ wastewater treatment - Water Authority (WAC)

The Third-Party Inspection Agency shall submit an inspection report to the Department of Planning for each inspection and shall indicate if compliance was achieved based on the approved drawings, applicable codes, Laws and Regulations.

The report shall be certified by the inspector or responsible agency representative.

III. RISK MANAGEMENT REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Third-Party Building Inspection Agency shall hold Neither the Governor, any member of Cabinet, the Authority nor the Director shall be 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, from companies acceptable to THE DEPARTMENT.

3. GENERAL LIABILITY INSURANCE:

The Third-Party Building Inspection Agency shall obtain and maintain minimum Professional Indemnity Insurance (enforceable in the Cayman Islands) for each occurrence of \$1,000,000.00. Professionals-In-Charge and Reviewers who are principals of the Third-Party Building Inspection Agency or who are employed by, or under contract with the Third-Party Building Inspection Agency, shall be covered by the Third-Party Building Inspection 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 to provide insurance coverage for the hold harmless provisions of the policy.

5. 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: _____

Haroon Pandohie
Director, Department of Planning