

**BUILDING INSPECTION SERVICES AGREEMENT
BETWEEN CITY OF WAUKESHA, WISCONSIN
AND NORTH SHORE INSPECTION SERVICES LLC**

1. SCOPE OF SERVICES

North Shore Inspection Services LLC will perform Services in accordance with codes, amendments and ordinances adopted by the City of Waukesha. The qualified professionals employed by North Shore Inspection Services LLC will maintain current certifications, certificates, and licenses as required for Services that they provide to the City of Waukesha in accordance with State of Wisconsin SPS 305 of the Administrative Code. North Shore Inspection Services LLC is not obligated to perform Services beyond what is contemplated by this Agreement. Services will be provided by North Shore Inspection Services LLC on an as-needed basis. The City of Waukesha will continue to employ in house inspection staff. North Shore Inspection Services LLC agrees to provide supplemental inspection services to the City of Waukesha as needed. This is not an exclusive contract for inspection services. The City of Waukesha may contract with other providers in addition to North Shore Inspection Services LLC.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between the City of Waukesha and North Shore Inspection Services LLC shall be made in writing that shall specifically designate changes in Services and compensation for such Services. Both Parties shall determine a mutually agreed upon solution to alter Services and compensation that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of North Shore Inspection Services LLC providing services, the City of Waukesha shall pay North Shore Inspection Services LLC for Services performed in accordance with Attachment – Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

North Shore Inspection Services LLC will invoice the City of Waukesha every two weeks and provide all necessary supporting documentation. All payments are due to North Shore Inspection Services LLC within 30 days of invoice date.

5. TERM AND TERMINATION

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. Either Party may terminate this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, North Shore Inspection Services LLC shall be entitled to receive payment for work completed up to and including the date of termination.

6. INDEPENDENT CONTRACTOR

North Shore Inspection Services LLC is an independent contractor, and, except as provided otherwise in this section, neither North Shore Inspection Services LLC, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the City of Waukesha. The City of Waukesha shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the City of Waukesha under this Agreement. North Shore Inspection Services LLC shall be solely responsible for all

compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with North Shore Inspection Services LLC.

7. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. North Shore Inspection Services LLC may subcontract any or all of the services to other third parties provided that North Shore Inspection Services LLC gives the City of Waukesha with written consent from the City of Waukesha. North Shore Inspection Services LLC remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of North Shore Inspection Services LLC. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

8. INDEMNIFICATION

To the fullest extent permitted by law, North Shore Inspection Services LLC shall defend, indemnify, and hold harmless the City of Waukesha, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Waukesha, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligent or intentional act or omission of North Shore Inspection Services LLC or any officer, employee, representative, or agent of North Shore Inspection Services LLC. North Shore Inspection Services LLC shall have no obligations under this Section to the extent that any Claim arises as a result of North Shore Inspection Services LLC compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from the City of Waukesha.

9. INSURANCE

North Shore Inspection Services LLC shall procure and maintain and shall cause any subcontractor of North Shore Inspection Services LLC to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to the City of Waukesha. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- Professional liability insurance with minimum limits of one million dollars (\$1,000,000) general aggregate.
- Commercial general liability insurance with minimum limits of two million dollars (\$2,000,000) general aggregate.
- Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

Municipality shall be named as an additional insured on North Shore Inspection Services LLC's insurance coverage. Prior to commencement of Services, North Shore Inspection Services LLC shall submit certificates of insurance acceptable to the City of Waukesha.

10. DISCRIMINATION & ADA COMPLIANCE

North Shore Inspections Services LLC will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. North Shore Inspection Services LLC agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. North Shore Inspection Services LLC shall comply with the appropriate provisions of the Americans with Disabilities Act, as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the City of Waukesha at any time during the term of this Agreement.

11. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

12. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

13. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Signature

North Shore Inspection Services LLC

Date

Name and Title

North Shore Inspection Services LLC

Signature

City of Waukesha, Wisconsin

Date

Name and Title

City of Waukesha, Wisconsin