



Independent Inspections, Ltd.

*W241 S4135 Pine Hollow Court
Waukesha, WI 53189*

CONTRACT FOR SERVICES

WHEREAS, the City of Waukesha, (Municipality), Waukesha County, Wisconsin requires high quality professional temporary fill-in UDC and Commercial building, HVAC and Plumbing inspections and UDC plan review services sensitive to community needs, and,

WHEREAS, Independent Inspections, Ltd., a Wisconsin Corporation (Agency), based on inspector availability, proposes to provide these inspection and plan review services for the Municipality including inspectors and meeting the Municipality's needs for such services,

NOW THEREFORE, the parties agree as follows:

1. The Agency will provide for the Municipality inspectors whose duties may include fill-in UDC and Commercial building, HVAC and Plumbing field inspections, UDC plan reviews, necessary services related to contacts with residents and Municipal Officials, and required activities of a building inspector necessary to meet the inspection needs of the municipality. The City staff will provide zoning administration that includes zoning review for zoning/building permit applications and zoning questions, etc.
2. The Inspectors shall be certified in 1 & 2 family (UDC) Construction, HVAC, Plumbing, Commercial Construction and HVAC and Commercial Plumbing for the inspections they perform as defined in SPS 305 of the Wisconsin Administrative Code. The plumbing inspector provided will be a licensed Master Plumber per State Statute 145. Supervising master plumber for class II city per ss. 145.05 is restricted to IIL personnel where the supervising licensed master plumber has direct control over their work/employment.
3. The Agency shall provide:
 - A. Salary of the inspectors
 - B. Field communication equipment
 - C. Vehicle or mileage/allowance for the inspectors
 - D. Supplemental systems and support and administrative coordination
 - E. Wisconsin license fees for the Agency and inspectors
 - F. Certificate of insurance showing all coverage – See Certificate of Liability Insurance attached.
4. During the term of this Contract, and for a period of 12 months after termination of this Contract, the Municipality shall not negotiate with, employ/hire any inspector/employee who provided inspection services of twenty-five (25) or more inspections for the City of Waukesha during the twelve (12) month period prior to termination of employment with Agency and who is employed with the Agency at the termination of this Contract to provide Building, Plumbing or HVAC inspection services. The Municipality shall not negotiate with, employ/hire any inspector/ employee for at least 12 months after termination of the employee's employment with the Agency who provided inspection services of twenty-five (25) inspections or more for the City of Waukesha during the twelve (12) month period prior to termination of employment with Agency and who was employed by the Agency during the term of this Contract. The term "employ/hire" shall extend to the above referenced inspector/ employee forming a corporation, partnership, limited liability company, other business entity, working for a competing company or by working as an in-house building inspector/employee for the Municipality. The rights and obligations under this paragraph shall survive any expiration or earlier termination of this Contract.
5. Either the Municipality or the Agency may terminate this Contract upon 30 days written notice to the other party of the intention to terminate. Any notice to the Municipality shall be sent to the City Community Development Director directly in charge of inspection procedures. Any notice to the Agency shall be sent to Independent Inspections, Ltd., W241 S4135 Pine Hollow Court, Waukesha, WI 53189.

- 6. The Agency agrees to indemnify the Municipality, its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of the Agency, and causing injury to any person or persons or property, whomsoever and whatsoever. Correspondingly, the Municipality agrees to indemnify, the Agency its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of the Municipality, and causing injury to any person or persons or property, whomsoever and whatsoever. Each party hereto agrees to carry comprehensive general liability insurance and to provide each other with evidence of such coverage upon request.
- 7. The Municipality agrees to pay the Agency the sum of \$65.00 per hour for an inspector with Master Plumber, UDC and Commercial Plumbing inspector certifications to provide fill-in inspections, including travel time with a four hour minimum time block per day for each prescheduled day. The Municipality agrees to pay the Agency the sum of \$59.00 per hour for an inspector certified in UDC and Commercial Building and HVAC to perform inspections and UDC plan reviews, including travel time with a four hour minimum time block per day for each prescheduled day. The Municipality agrees to provide a 24 hour cancellation notice on all prescheduled days or will be billed for the four hour minimum.
- 8. The Agency shall provide a statement for services rendered and inspector's hours for each month. The Municipality shall compensate the Agency by the 15th of the month following the period services were rendered.
- 9. If any provision of this Contract is held to be invalid or unenforceable for any reason, this Contract shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- 10. The Agency agrees to provide these services from July 31, 2014 to October 31, 2014. This Contract can be extended in 30 day increments as mutually agreeable, but shall expire no later than March 31, 2015.
- 11. This Contract contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.

Thomas DeLacy, President
INDEPENDENT INSPECTIONS, LTD. (AGENCY)

July 30, 2014
DATE

Ed Henschel, City Administrator
CITY OF WAUKESHA (MUNICIPALITY)
 Acknowledged and accepted

DATE