

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2018-03**

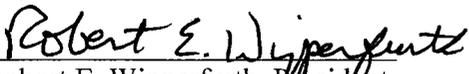
**RESOLUTION REGARDING THE EXECUTION OF AN AGREEMENT FOR
MUNICIPAL INSPECTION SERVICES WITH GENERAL ENGINEERING COMPANY**

WHEREAS, the Village Board finds that the Village of Windsor has a need to acquire a consultant for residential and commercial building permits and inspections;

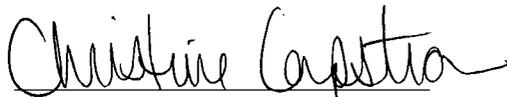
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby approves engagement of General Engineering Company, to perform such residential and commercial building permits and make required inspections relative thereto in accordance with the Agreement attached hereto as Exhibit A.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the 4th day of January, 2018, by a vote of 4 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, Resident

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Exhibit A: Agreement for Municipal Inspection Services

General Engineering Company
P.O. Box 340
916 Silver Lake Drive
Portage, WI 53901



608-742-2169 (Office)
608-742-2592 (Fax)
gec@generalengineering.net
www.generalengineering.net

Engineers • Consultants • Inspectors

AGREEMENT FOR MUNICIPAL INSPECTION SERVICES

This Agreement for Municipal Inspection Services ("**Agreement**") is made as of January 1, 2018, by and between the Municipality and the Inspector.

ARTICLE 1 – FUNDAMENTAL TERMS

- 1.1 "**Municipality**" shall mean Village of Windsor and its agents, employees, and authorized representatives.
- 1.2 "**Inspector**" shall mean General Engineering Company and its agents, employees, and authorized representatives.
- 1.3 "**Work**" shall mean, collectively, the following services to be performed by the Inspector with respect to building projects within the Municipality's jurisdictional boundaries: (i) process all (CHECK ONE: residential residential and commercial building permits) and make required inspections relative thereto; (ii) coordinate and complete required inspections for permitted building construction; (iii) (CHECK ONE: bill the municipality bill, collect, and remit to the municipality collect and retain) the proper fees from permit applicants.
- 1.4 **Scope.** The Inspector shall perform the Work for the Municipality pursuant to and in accordance with the terms and conditions of this Agreement. The Inspector shall be responsible for the electronic filing of all new dwelling permits to the State under State of Wisconsin Act 211. The primary inspector assigned to the Municipality shall be Kelly Green.
- 1.5 **Compensation.** The Municipality shall compensate the Inspector for the Work at a rate of \$70.00 per hour plus the current mileage fee of \$0.55 per mile. The Inspector shall invoice the Municipality monthly for the Work (or other services) performed. The Municipality shall pay the Inspector within 30 days of the receipt of each invoice from the Inspector.

This Agreement is subject to the terms and conditions as shown on pages 2 and 3 hereof. The Municipality and the Inspector have signed this Agreement as of the date first written above.

Village of Windsor

By: Robert E. Wipperfurth
Print Name: Robert E. Wipperfurth
Date: 1-18-18

General Engineering Company

By: Mark Jankowski
Print Name: Mark Jankowski
Date: 1/1/18

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ARTICLE 2 – PERFORMANCE STANDARDS

The Inspector shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. The Municipality acknowledges and agrees that inspections to be provided as part of the Work: (i) shall be based only upon visible, observable, and accessible conditions as they exist at the time of inspection; (ii) are not designed or intended to predict future conditions; and (iii) do not cover any latent defects, concealed defects, or defects not reasonably observable in the course of or at the time of inspection.

ARTICLE 3 – TERM AND TERMINATION

- 3.1 **Initial Term and Renewal.** This Agreement shall become effective on January 1, 2018 (the "Effective Date") and shall, unless earlier terminated pursuant to Section 3.2, remain in full force and effect until June 30, 2019 (the "Initial Term"). The Inspector shall begin performing the Work pursuant to this Agreement upon the Effective Date. Unless earlier terminated pursuant to Section 3.2, this Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term") unless either party gives written notice of nonrenewal at least ninety (90) days prior to the end of the then-current term, in which case the Agreement shall terminate at the end of the then-current term.
- 3.2 **Termination.** Either party may terminate this Agreement for any reason or no reason upon 60 days advance written notice to the other party (a "Termination Notice"), which notice shall set forth the date of termination of this Agreement. The Municipality shall remain liable to the Inspector for compensation for all Work (or other services) performed by the Inspector prior to the date set forth in the Termination Notice for the termination of this Agreement. The Inspector may terminate this Agreement immediately and without notice if the Municipality fails to make payment of an invoice from the Inspector within 90 days of the date of such invoice.

ARTICLE 4 – ADDITIONAL SERVICES

In the event the Inspector provides services beyond those set forth in Section 1.3 at the direction of the Municipality, then the Municipality shall pay the Inspector for all such services based on the Inspector's then current hourly rates as set forth in the Inspector's rate schedule, which present rate schedule is shown below in Article 11, plus expenses.

ARTICLE 5 – INSURANCE

The Inspector shall maintain: (i) commercial general liability insurance in the minimum amount of \$1,000,000.00; (ii) a professional liability policy of \$2,000,000.00; and (iii) workers' compensation insurance covering all employees or agents of the Inspector assisting or participating in any way in the rendering of Work under this Agreement and in an amount not less than that required under Wisconsin law.

ARTICLE 6 – RELATIONSHIP OF THE PARTIES

- 6.1 **General.** It is understood, agreed, and is the intent of the parties that the Inspector is at all times acting and performing as an independent contractor, not as a servant or employee of the Municipality, and the Inspector shall not hold itself out as such. The Inspector is solely responsible for the Inspector's employee benefit, tax withholding, employment taxes and workers' compensation insurance, and for complying with all other applicable laws, rules and regulations with regard to the Inspector's performance of the Work. The Inspector shall be solely liable for all Federal and State tax liability associated with any payments received from the Municipality under the terms of this Agreement. Each party shall furnish all legal, insurance and accounting services as may be reasonably necessary at any time for the services and to meet each party's needs and interests. Nothing in this Agreement shall be deemed to create an employment, partnership, or joint venture relationship between the Municipality and the Inspector or any of the Inspector's employees. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Both the Municipality and the Inspector expressly acknowledge that the Municipality is not liable for unemployment compensation with regard to any services provided by the Inspector in accordance with the Agreement. The Inspector shall not receive from the Municipality any retirement or savings benefits, health insurance, or any other benefit offered to the Municipality's employees. Notwithstanding the foregoing or any other provision of this Article 6, the Inspector shall be considered the Municipality's "agent" as that term is specifically utilized and defined by the court in *Estate of Lyons v. CNA Ins.*, 207 Wis. 2d 446, 558 N.W.2d 658 (Ct. App. 1996) and as further explained in *Melchert et al. v. Pro Electric Contractors et al.*, 2017 WI 30, for purposes of governmental contractor immunity.
- 6.2 **Licensing.** The Inspector is responsible for, and shall keep in full force and effect, any necessary federal and/or state licensing and bonding, and shall comply with all federal and state law regarding any services to be provided pursuant to this Agreement.
- 6.3 **Facilities and Equipment.** The Inspector shall maintain a separate business from the Municipality with its own office, equipment, materials, and other such facilities. The Inspector shall be responsible for providing all code books, technical manuals and inspection equipment, incurring the cost of all necessary professional organization dues and costs of on-going training and re-certification, and a properly registered and insured vehicle for use while performing services, including the costs of maintenance and fuel.
- 6.4 **Means of Performing Work.** The Inspector shall control the means of providing services under this Agreement, and the Municipality will not control the details of the Work. The Municipality shall have no control or supervision over the Inspector, other than accepting or rejecting the Work. Inspector is not required to work any set number of hours per week, any schedule or any routine. The Municipality has no right to compel the Inspector to work at a certain time, to travel to any particular location, to canvass a certain territory, or to work at specific places or at specific times.

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6.5 Municipality's Property. The Inspector has no right to, and shall not, use the Municipality's name, symbol, or logo in the promotion of the Inspector's business or other activities, unless preapproved in writing by Municipality.

ARTICLE 7 – DOCUMENTS AND RECORDS

7.1 Municipality's Obligations. The Municipality shall timely provide all data, information, plans, specifications, records and other documentation required by Inspector to perform Services. Notwithstanding anything to the contrary in this Agreement, the Municipality acknowledges and agrees that the Inspector shall be entitled to rely upon the adequacy, accuracy and completeness of any and all data, information, plans, specifications, records and other documentation that the Municipality provides to the Inspector relative to the Work.

7.2 Inspector's Obligations. The Inspector shall maintain copies of all data, information, plans, specifications, records and other documentation utilized or created on behalf of the Municipality in the performance of the Work. All original data, information, plans, specifications, records and other documentation relating to the Work performed shall be housed at the official offices of the Municipality. The Inspector shall assist the Municipality in answering or responding to requests for open records but shall not be considered the records custodian for purposes of determining whether or not records should be provided in response to a request. The Inspector shall not destroy any original data, information, plans, specifications, records and other documentation utilized or created in the performance of its duties under this Agreement without the written permission of the Municipality.

ARTICLE 8 – THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied except permit applicants.

ARTICLE 9 – NOTICES

All notices, demands, and communications provided for under this Agreement shall be delivered or mailed first class with postage prepaid, addressed in each case as follows, until some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed: (i) if to the Inspector, General Engineering Company, c/o Mark Jankowski, PO Box 340, 916 Silver Lake Drive, Portage, WI 53901; and (ii) if to the Municipality, Village of Windsor, c/o Tina Butteris, 4084 Mueller Road, DeForest, WI 53532.

ARTICLE 10 – MISCELLANEOUS

10.1 Amendment of Agreement. This Agreement may be amended, modified, or superseded only by a written instrument executed by all of the parties to this Agreement.

10.2 Waiver. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce that provision. No waiver by any party of any breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or a waiver of any other term contained in this Agreement.

10.3 Severability. If any covenant, term or provision of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that such invalidity or unenforceability shall not affect any other covenant, term or provision of this Agreement, and that the remaining covenants, terms, and provisions, or portions thereof, shall remain in full force and effect.

10.4 Counterparts and Copies. This Agreement may be fully executed in separate counterparts by each of the parties hereto, such counterparts when combined constituting but one and the same instrument. Such counterparts may be exchanged electronically via e-mail or facsimile transmission, which shall be deemed an original. A copy of this Agreement shall have the same full force and effect as the original.

10.5 Successors and Assigns. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and allowed assigns.

10.6 Jurisdiction and Governing Law. All actions or proceedings in any manner relating to or arising out of this Agreement may be brought only in courts of the State of Wisconsin located in Columbia County, and the Municipality hereby consents to the jurisdiction of such court. The Municipality hereby waives any objection to the venue of such court. This Agreement shall be governed by the laws (excluding conflicts of laws rules) of the State of Wisconsin.

10.7 Integration. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

ARTICLE 7 – CURRENT HOURLY RATES

Hourly rates for 2018 for Additional Services are as follows:

Expert Witness	\$250/hr	Registered Land Surveyor	\$100/hr
Principal	\$125/hr - \$150/hr	Field Crew Chief (1 person Total Station)	\$70/hr
Project Engineer or Project Manager	\$90/hr - \$115/hr	Field Crew Chief (1 person GPS)	\$140/hr
Staff Engineer	\$85 - \$105/hr	Land Survey Crew	\$140/hr
Technician	\$60 - \$90/hr	Grant & Funding Staff	\$55 - \$75/hr

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GIS Staff
Building Inspector

\$60 - \$80/hr
\$70 - \$95/hr

Administration and Support Staff

\$45/hr

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