

# AGREEMENT FOR BULDING INSPECTION SERVICES

## Town of Somerset St. Croix County, Wisconsin

**THIS AGREEMENT** is made by and between the Town of Somerset, St. Croix County, Wisconsin, a municipal corporation (hereinafter “Town”) and All Croix Inspections Corp. The purpose of this agreement is to appoint All Croix Inspections Corp. as the Building Inspection Agency to provide, on an as needed basis, building inspections within the Town to ensure compliance with the applicable building and zoning codes and other ordinance requirements.

**WHEREAS**, the Town is in need of an inspector certified to inspect building for building code compliance, and

**WHEREAS**, Todd M. Dolan, president of All Croix Inspections Corp. is an Inspection Agency certified to hire licensed inspectors to inspect buildings for code compliance; and

**WHEREAS**, the Town and All Croix Inspections Corp. desire to commit the terms of their agreement to writing.

**NOW THEREFORE**, the Town and All Croix Inspections Corp., in consideration of the mutual promised hereinafter set forth, do promise and agree as follows:

1. Services. The Town hereby appoints All Croix Inspections Corp, an Inspection agency, to serve the Town on an as needed basis as herein provided, in such a manner and capacity to meet the needs of the Town and to provide the following services:

- A. Review building plans and application for building permits; all building plan’s and fees are to be submitted to All Croix Inspections Corp. by the property owner or contractor.

A

- B. Inspect new construction and existing dwelling units for building code compliance in the following areas:

1. Construction
2. Plumbing
3. Electrical
4. Heating, Ventilating and Air Conditioning
5. Energy Conservation
6. Footings / Setback’s
7. Foundations
8. Drain Tile
9. Basement Floor

10. Site Erosion Control

11. Final Occupancy

- C. Issue orders to correct discrepancies in building code violations;
- D. Make reports of Inspections as more particularly set out in par. 2;
- E. Consult with and advise builders, owners and residents of the Town pertaining to building codes and ordinances:
- F. Keep abreast of current developments in the field by attending seminars and courses at no cost to the Township.
- G. Attend meetings of the Town Board and other appropriate boards, committees and commissions upon request.
- H. Administer and enforce the Town's Zoning Ordinance.

- 2. Reports/Records. During the term of this contract, All Croix Inspections Corp. shall;
  - a. Develop and maintain property files including all plans, applications, permits, forms and inspection reports. Files will be returned to Town at the end of year upon completion of final occupancy inspections. All files shall be deemed public records and open to public inspection during normal business hours.
  - b. Provide the Town on a monthly basis and as otherwise requested a list of inspections made for the pertinent periods.
  - c. Provide reports, documents and files relating to building inspections to the Town Clerk as may be requested from time to time.
  
- 3. Items Provided by All Croix Inspections Corp., at their expense related to the performance of this contract:
  - a. A direct telephone line to allow scheduling of inspections by contractors and others without Town personnel involvement.
  - b. All necessary secretarial support for maintaining files and allowing public accesses while in the possession of All Croix Inspections Corp.
  - c. All code books, manual and inspection equipment.
  - d. All necessary professional organization dues, training, and certification.
  - e. All required forms and seals.
  - f. Licensed and insured vehicle for use in carrying out the contract.
  - g. General Liability Insurance, Workers Compensation, and E&O Insurance against claims which might occur in carrying out this agreement.
  
- 4. Items provided by Town to All Croix Inspections Corp. during the term of this contract.
  - a. Current Town ordinances and other required town forms.

- b. Assistance with legal counsel associated with any litigation, administrative proceedings or any other matter arising out of the performance of this contract by All Croix Inspections Corp., subject to limitations authorized by Wisconsin statutes.
5. Compensation in consideration of the services to be performed by All Croix Inspections Corp., hereunder, Town shall pay All Croix Inspections Corp.:
  - a. Plan Review / Administrative fee. (Amount based on total permit fee)  
\$25.00 if permit fee under \$400.00  
\$75.00 if permit fee \$400.00 or over.
  - b. New one and two family dwelling construction: \$750.00 flat fee plus \$.10 per square foot.\*
  - c. Modular or manufactured assembled home to be placed upon a permanent foundation shall be \$550.00 flat fee plus \$.10 per square foot. \*
  - d. New Commercial buildings: \$750.00 flat fee plus \$.10 per square foot.\*  
\*Above (b. – d.) fees includes the construction of attached structures that are part of the submitted plan, such as an attached garage, deck, patio, or porch.
  - e. Modular or manufactured assembled home to be placed upon a slab, piers, or non-permanent foundation shall be \$400.00 flat fee.
  - f. Any building cost (additions, alterations, or remodeling) *over* \$100,000 will be considered new construction (b.-d.) and measured according to the RS Means Standard if applicable.
  - g. Any building cost (additions/decks, outbuildings, or remodeling) *under* \$100,000 will be \$60.00 per inspection type for one and two family dwellings and \$100.00 for commercial buildings, number to be determined by building inspector at plan review. Measured according to the RS Means Standard if applicable.
  - h. Re-inspection fee \$60.00 for One & Two family dwelling, \$100.00 for Commercial.
  - i. Town will retain 10% of the building inspection fee.
6. Other services. Any other services requested by the Town not mentioned above (5) will be negotiated and appropriate revisions to the services and compensation will be included in the future.
7. Term of agreement. The term of this agreement shall commence 3-8-2013 and shall continue until \_\_\_\_\_ in accordance with this agreement.
8. Termination of Agreement. Either party upon 30 days written notice to the other party may terminate this agreement without cause. All such notices shall be by certified mail or delivered personally.

9. Status of Inspector. Both parties acknowledge that the relationship created by this agreement is that of independent contractor for purposes of compensation and not that of employer and employee. As building inspector, it is intended that All Croix Inspections Corp. shall be considered an agent and official of the Town for the purposed of all applicable statutes, ordinances, and regulations and shall have the authority to act on behalf of the Town for building inspection purposes. All Croix Inspections Corp. shall be responsible for compliance with all laws and for the payment of any taxes levied upon them as a result of their compensation under this agreement.
10. Notice. Any notice required or permitted to be given under this agreement shall be given in writing either by personal delivery or by certified mail, postage prepaid, addressed to the parties at the following addresses or at such other addresses as either may designate on written notice:

Town of Somerset  
 748 Highway 35  
 Drive #1C  
 Somerset, WI 65025

All Croix Inspections Corp  
 1810 Crest View  
 Hudson, WI 54016

11. Waiver of Breach. The waiver by the Town of the breach of any provision of this agreement by All Croix Inspections Corp., shall not be deemed a waiver by the Town of any subsequent breach.
12. Assignment. This Agreement shall not be assignable by All Croix Inspections Corp. without the written consent of the Town.
13. Governing Law. This Agreement and all questions arising in connection herewith, shall be governed by the laws of the State of Wisconsin.
14. Entire Agreement. This contract contains the entire agreement between the parties regarding this matter. This agreement can only be modified by another written agreement signed by parties and their respective heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_\_ Day of \_\_\_\_\_, Year \_\_\_\_\_.

**Town of Somerset**

**All Croix Inspections Corp.**

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

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

Ed Schachtner, Town Chairperson

Todd M. Dolan, President

Witness: \_\_\_\_\_

Jeri Koester, Town Clerk

Supervisors:

Douglas Plourde

Larry Rauch

Lenny Germain

Shane Demulling