



Independent Inspections, Ltd.

*W241 S4135 Pine Hollow Court
Waukesha, WI 53189*

CONTRACT FOR SERVICES

WHEREAS, the Town of Washington Island, Door County, Wisconsin (Municipality) requires high quality professional 1 & 2 family building and mechanical inspection services sensitive to community needs, and,

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

NOW THEREFORE, the parties agree as follows:

1. The Agency will provide for the Municipality inspectors whose duties shall include 1 & 2 family building and mechanical field inspections, necessary services related to contacts with residents and Municipal Officials, and all associated tasks necessary to meet the inspection needs of the Municipality. Zoning Administration for the Town is provided by the Town and/or Door County.
2. The Inspectors shall be certified in UDC Construction, HVAC, Electrical and Plumbing as defined in COMM 5 of the Wisconsin Administrative Code.
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. A staff of specialists available to assist in building code enforcement activities and available for backup inspection purposes when the primary inspector is unavailable.
 - F. Wisconsin license fees for the Agency and inspectors
 - G. Certificate of insurance showing all coverages with a minimum of \$2 million of general liability and \$1 million of errors and omissions coverage.
4. During the term of this Agreement, and for a period of 12 months after termination of this Agreement, the Municipality shall not negotiate with, employ/hire any inspector/employee who provided inspection services of twenty-five (25) inspections or more 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 Agreement to provide Building, Electric, Plumbing or HVAC inspection services. The Municipality shall not negotiate with, employ/hire any

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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 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 Agreement. 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 after one year of the date of this Contract upon 60 days written notice to the other party of the intention to terminate. At the end of the termination notice, any permits received prior to the last day shall have the fees paid to the Agency as provided in the contract and the inspections relating to those fees shall be performed by the Agency. Permits received after the last day shall be the responsibility of the Municipality and no payment shall be made to the Agency for those permits. Any notice to the Municipality shall be sent to the Municipal authority 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 is the exclusive provider of the services listed, described and provided by this Contract for the entire area of the Municipality during the term of this Contract. Any other provider of 1 & 2 family building, HVAC, electrical, plumbing, mechanical plan reviews and inspection services to the Municipality during the term of this Contract will be considered a violation of this Agreement and the Municipality shall pay the Agency the fees for all permit applications submitted for the duration of the contract as prescribed herein.
7. 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.
8. The Municipality agrees to pay the Agency the sum equal to 90% of the permit fees as collected by the Agency (excludes Ferry Trip Fee). These fees shall be based on the attached exhibit 1. All permit fees shall be turned over to the Municipality as directed. The estimated number of inspection visits will be predetermined based on the permit type. A \$100 per inspection "Ferry Trip Fee" will be charged directly to the permit recipient, which will cover the ferry fee and ferry travel time.
9. The Municipality shall compensate the Agency for any travel time and meetings related to the duties noted herein at the rate of \$45.00 per hour for all such duties, travel time and meetings performed during the business hours of 8:00 a.m. to 5:00 p.m. with a minimum charge of two hours per inspection/meeting. The Municipality shall compensate the Agency for all such duties, travel time and meetings occurring other than normal business hours at the rate of \$61.00 for each hour including travel time for meetings with a

minimum charge of two hours per inspection trip or meeting. No additional time shall be compensated by the Municipality unless approved by the Municipality.

10. The Agency shall provide a statement for services rendered, and a recap of permits issued for each month. The Municipality shall compensate the Agency by the 15th of the month following the period services were rendered.
11. The Agency agrees to provide these services commencing the date of this document authentication as evidenced by signatures and date.
12. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
13. This Agreement 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)

DATE

Joel Gunnlaugsson, Town Chairman
TOWN OF WASHINGTON ISLAND (MUNICIPALITY)
acknowledged and accepted

DATE

Fee Schedule

Rates effective TBD

Residential 1 & 2 Family	Fee	Minimum
New Dwelling/Addition	\$.12 per sq ft all floor area	\$150.00
Erosion Control	\$100.00 (New) \$75.00 (Addition)	
Remodel	\$7.00 per thousand of valuation	\$50.00
Occupancy Permit	\$40.00 per dwelling unit	
Temporary Occupancy Permit	\$50.00	
Pools (separate elec permit required)	\$50.00	
Early Start (footings and foundations)	\$100.00	
Plumbing		
New Bldg/Addition	\$35.00 base plus \$.04 per sq ft all areas	\$40.00
Alteration	\$35.00 base plus \$.04 per sq ft alteration area	\$40.00
Replacement & Misc Items	\$10.00 per thousand of plumb. project valuation	\$40.00
Electrical		
New Bldg/Addition	\$35.00 base plus \$.04 per sq ft all areas	\$40.00
Alteration	\$35.00 base plus \$.04 per sq ft alteration area	\$40.00
Replacement & Misc Items	\$10.00 per thousand of Elec. project valuation	\$40.00
HVAC		
New Bldg/Addition	\$35.00 base plus \$.04 per sq ft all areas	\$40.00
Alteration	\$35.00 base plus \$.04 per sq ft alteration area	\$40.00
Replacement & Misc Items	\$10.00 per thousand of HVAC project valuation	\$40.00
Other		
		\$40.00
Miscellaneous		
	Fee	Minimum
Re-inspection Fee – each occurrence	\$50.00	
Failure to Call for Inspection – each occurrence	\$50.00	
Double Fees are due if work is started before the permit is issued.		
Ferry Trip		
Excluded from fee split	\$100.00 per inspection trip	



Valerie Carpenter <townoffice@washingtonisland-wi.gov>

I would like this on the next agenda

2 messages

Elizabeth Holmes <eholmes1941@gmail.com>

Wed, Apr 30, 2014 at 7:14 AM

To: Valerie Carpenter <townoffice@washingtonisland-wi.gov>

I am also going to send another that I would like included in also
Let me know if it came thru
Thanks
Liz

3 attachments

-  **I would like to recommend that Kaye McClaren Becker be.docx**
13K
-  **The Parks committee would like the town.docx**
15K
-  **To whom it may concern.docx**
14K

Valerie Carpenter <townoffice@washingtonisland-wi.gov>

Wed, Apr 30, 2014 at 7:26 AM

To: Elizabeth Holmes <eholmes1941@gmail.com>

Good Morning Liz,

I have received three attachments.

vmc

[Quoted text hidden]

I would like to recommend that Kaye McClaren Becker be
allow to organize a " friends of School House Beach" group

The Parks committee would like the town to send a letter to the owners of the Tour Trains, Hoyt Purinton, Beverly Hdson, Anne's Moped's and the Door County Chamber.

We would like to put up signs at Northport's Visitor center and the Welcome Center asking that the visitors don't take the stones off of School house Beach.

Enclosed is the letter we would like to send.

Thank you

The Parks Committee

To whom it may concern

Would like to ask you and your drivers to tell the passenger

Not to pick up the stone, take them or throw them in the lake!

In other words "leave the stones on the beach".

We are losing an icon of Washington Island-something that cannot be replaced.

We are trying to save the beach for future generations.

Please help us by telling the drivers of the tour trains, the tour director of the busses that come to the Island and stop at School House beach.

"Please announce that the stones stay on the beach"!!!

Thank you

Elizabeth Holmes

Chair of the Parks Committee