

Uniform Dwelling Code (UDC) Inspection Services Agreement

Between

TOWN OF ST. GERMAIN

And

BAAS INSPECTION AGENCY, LLC

THIS AGREEMENT is made and entered into by and between the Town of St. Germain hereinafter referred to as the "Town" and Baas Inspection Agency, LLC hereinafter referred to as the "Contractor".

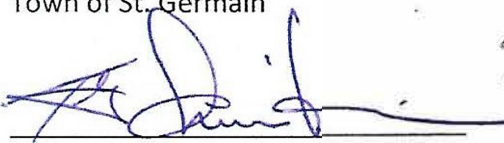
WHEREAS, the Town deems it advisable to engage the professional services of the Contractor and it appears those services can best be performed more effectively and efficiently under a contract; and

WHEREAS, the Contractor has certified its ability and signified willingness to provide professional services to the Town and no conflict of interest exists in the Contractor providing said services to the Town;

NOW, THEREFORE, in consideration of the premise and of their mutual and dependent agreements, the parties hereto, agree as set forth in the following pages, including all documents by reference;

This contract is complete and valid for the period of **June 26, 2021 through February 14, 2023** for the contracting area known as the Town of St. Germain, Vilas County, Wisconsin.

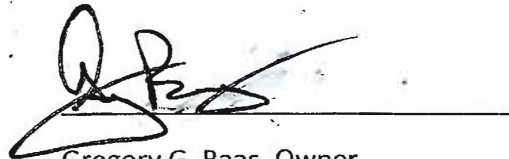
Town of St. Germain



Tom Christensen, Town Chairman

Date: June 26, 2021

Baas Inspection Agency, LLC



Gregory G. Baas, Owner

Date: 6-30-21

I. GENERAL

- A. Service of Standard: The Contractor will provide the services hereinafter set forth, in accordance with the best professional standards of the STATE OF WISCONSIN UNIFORM DWELLING CODE ADOPTED and are incorporated herein as though fully reprinted in this document in their entirety.
- B. Subletting or Assignment of Agreement: The Contractor will not sublet, subcontract or assign to others any part of the work under this agreement without prior written approval of the Town, except for limited backup purposes.
- C. Employment: All persons employed by the Contractor to conduct Uniform Dwelling Code (UDC) Administration and Inspection services in Wisconsin must be credentialed to conduct such inspections in Wisconsin.
- D. Terms of Agreement: This agreement shall be for the period indicated on the first page unless either party exercises the termination option specified in Section I (F) Termination of Contract.
- E. Legal Relations:
 - a. The Contractor will at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the word of its product.
 - b. The Contractor will indemnify and save harmless the Town and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor or any of its contractors, in prosecuting work under this agreement.
- F. Termination of Contract:
 - a. The Town may terminate this contract at any time at its sole discretion by delivering written notice to Contractor no less than 30 days prior to termination date.
 - b. The Contractor may terminate this contract for any reason with written notice to the Town of not less than 60 days prior to termination date. The Contractor shall complete inspections of any dwelling for which fees have been received.
- G. Examination of Records: The Contractor agrees that the Town shall have the right and access to examine, audit, excerpt and transcribe any directly pertinent books,

documents, papers and records of the Contractor involving transactions relating to this contract. Such materials will be retained by the Contractor for three years following completion of the contract. The Contractor shall honor open records requests by the public.

H. Continuance of Contract: As required by Wisconsin State Statutes, this agreement includes the following provision; continuance of this contract beyond the limits of funds and the termination of the contract by lack of appropriations or execution provision shall be without penalty.

I. Insurance:

Contractor agrees to:

- a. Maintain Commercial Liability and Property Damage Insurance against any claim(s) which might occur in executing this contract. Minimum coverage shall be one million dollars (\$1,000,000.00) liability, bodily injury and property damage.
- b. Maintain Motor Vehicle Insurance for all owned, non-owned and hired vehicles that are used in executing this contract. Minimum coverage shall be one million dollars (\$1,000,000.00) per occurrence combined single limit for automobile liability and property damage.

II. SCOPE OF SERVICES

The Contractor agrees to perform the following job functions in a manner consistent with the provisions of Chapter Comm. 20 through 25 of the Wisconsin Uniform Dwelling Code for all site built dwellings; newly installed manufactured dwellings; previously occupied mobile or manufactured homes as specified in Town ordinance, Chapter 3, Mobile Homes and Manufactured Housing; and additions to dwellings constructed after June 1, 1980.

- A. Perform inspections per s. Comm. 20.19. Maintain a log of all inspections requested or performed for each project, including type of inspection, results and date of inspection. Forward copy of final inspection report to the Town, including information on any port-permit additional or refunded fees.
- B. Maintain certification as a registered UDC inspection agency as specified by Chapter Comm. 5.
- C. Assist the Town in insuring compliance by:
 - a. Issuing non-compliance orders.
 - b. Making recommendations on appeals.
 - c. Appearing as a witness during legal proceedings.
 - d. Provide all obligations, inspections and other services required under this contract in a form and timeframe acceptable to the Town. Arrange for backup

enforcement services during periods of absence or when a conflict of interest would otherwise exist.

- e. Maintain a computer with Internet access and an e-mail account.
- f. Contractor agrees to comply with and implement Act 211 which is the electronic building permit system through the Department of Safety and Professional Services of the State of Wisconsin. The Contractor understands and agrees that the Town must comply with this Act by January 2, 2018.

The Scope of Services included in the RFP identified in Section 1. A. above and related documents and all said documents are incorporated by reference in this contract and included in the contract as if attached or included in writing and are required services under this contract.

III. TIME, COST AND ADMINISTRATION

- A. Fees for inspection costs will be collected at the time of permit application submittal. The applicant will be required to post a check in the amount of the required fee, payable to the Contractor. The check will be forwarded with the approved plans to the Contractor upon issuance of the permit. The fees are based on ordinary charges and are consistent with other nearby Towns.
 - a. The Contractor is responsible for the collection of any additional fees resulting from more than seven inspections.
 - b. If, within the scope of this contract, due to a legitimate complaint or failure of the Contractor to fulfill its duties under this contract, the Town finds it necessary to inspect a dwelling project, the Town may charge fees as listed in Exhibit A of this contract, back to the Contractor.
 - c. The Contractor may discount fees if the permit applicant elects to group inspection reports.
 - d. If the Contractor fails to perform a requested inspection that is required per Comm. 20.10 within the time frame therein, the permit applicant shall be refunded 1/7th of the inspection fee or if applicable, the additional inspection trip fee.

Exhibit A

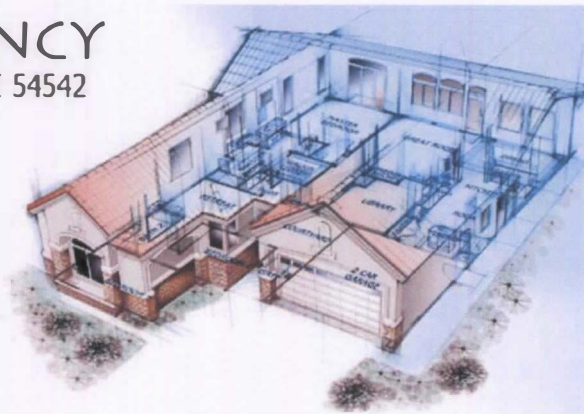
BAAS INSPECTION AGENCY

9695 County Road A • Alvin, WI 54542

Phone: (715) 545-3292

Cell: (715) 891-0323

greg@baasinspectionagencyllc.com



WI UDC Agency	#957856	WI Lead Inspector	#1091060
WI UDC Inspector	#943297	Certified Mold Inspector	#62598
WI Home Inspector	#735-106	Building Analyst Professional	#1070
WI Asbestos Inspector	#10935	Energy Star Rater	#735

Single Family Dwelling up to 1600 Sq. Ft. (Attached Garage Included)	\$575.00
Double Family Dwelling up to 1600 Sq. Ft. (Attached Garage Included)	\$800.00
Manufactured or Modular Home up to 1600 Sq. Ft. (Attached Garage Included)	\$400.00
New Basements Under Existing Dwellings	\$275.00
Room Additions up to 500 Sq. Ft.	\$400.00
Garage	\$150.00
Wisconsin Seal	\$33.00
Additional Inspections if Required (Each)	\$75.00
All Homes or Dwellings over 1600 Sq. Ft. on first floor add \$.10 per Sq. Ft.	