

Department of City Development

Brian F. O'Connell, AICP
Director of City Development

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November 11, 2010

Mayor John Dickert
Members of the Common Council
c/o Janice Johnson-Martin, City Clerk

Subject: Request to retain Independent Inspections, Ltd., to perform home inspections for the Housing Department.

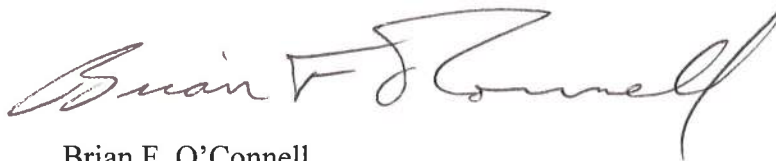
Dear Mayor Dickert and Honorable Aldermen:

The Housing Department needs temporary help with the inspection of home improvement work. Independent Inspections, Ltd., is qualified to perform this professional services work and has submitted an acceptable proposal. I request permission to retain Independent Inspections, Ltd., for this work.

Grant funds are available for this contract.

Please refer this communication to the Finance and Personnel Committee for review and recommendation.

Sincerely,



Brian F. O'Connell
Director of City Development

Attachment

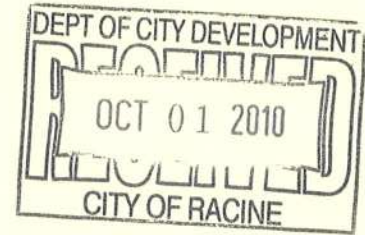
C: David Brown, Finance Director
File



Independent Inspections, Ltd.

*Certified Construction Inspectors
W241 S4135 Pine Hollow Court
Waukesha, WI 53189*

September 29, 2010



Brian O'Connell, Director of City Development
City of Racine
730 Washington Avenue
Racine, WI 53403

Re: Building Inspection Services for Home Improvement Loan Program, City of Racine

Dear Mr. O'Connell:

Thank you for your interest in Independent Inspections, Ltd. We have been serving municipalities with building inspection services since 1979.

I have enclosed a customized contract for IIL to perform the inspections for the City's Home Improvement Loan Program. IIL is able to assist with this aspect while not creating additional work for the City staff. Our flexibility allows us to customize our service to meet your need.

We have a software package where we enter all permits, inspection requests and track results. Once a project is complete, we send a final print history of all inspections performed to the municipality for the project file. (Sample enclosed)

Our staff can take inspection requests and report the results to the City by telephone, fax or email. We realize the City staff may have systems in place and we will do our very best to create a partnership that is seamless for everyone.

If this sounds like the right fit for the City, please give me a call at 1-800-422-5220 ext. 201, or contact me by email at cwatt@iilimited.com.

Sincerely,

Connie L. Watt, Vice President
INDEPENDENT INSPECTIONS, LTD.

c: Thomas DeLacy, President, IIL
File

CLW/gg



Independent Inspections, Ltd.

Certified Construction Inspectors

W241 S4135 Pine Hollow Court

Waukesha, WI 53189

CONTRACT FOR SERVICES

WHEREAS, the City of Racine, (Municipality), Racine County, Wisconsin requires high quality professional fill-in building and mechanical inspection services for the Home Improvement Loan Program sensitive to community needs, and,

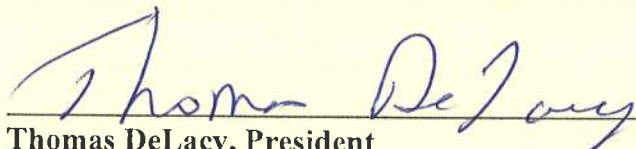
WHEREAS, Independent Inspections, Ltd., a Wisconsin Corporation (Agency), proposes to provide fill-in inspection services for the Municipality for the Home Improvement Loan Program to meet the Municipality's needs for such inspection services,

NOW THEREFORE, the parties agree as follows:

1. The Agency will provide for the Municipality inspectors whose duties shall include fill-in building and mechanical field inspections for the Home Improvement Loan Program, necessary services related to contacts with residents and Municipal Officials, and all associated tasks necessary to meet the Home Improvement Loan Programs inspection needs of the Municipality on an as needed basis..
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. Wisconsin license fees for the Agency and inspectors
 - F. Certificate of insurance showing all coverages with a minimum of \$1 million of general liability and errors and omissions coverage.
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) 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 Contract to provide Building, Electric, 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 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 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 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 \$55.00 per hour for inspections, including travel time with a one hour minimum per inspection trip.
8. The Agency shall provide a statement for services rendered and inspections performed for each month. The Municipality shall compensate the Agency by the 25th 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 November 1, 2010 to December 31, 2011.
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)

9-29-10

DATE

John Dickert, Mayor
CITY OF RACINE (MUNICIPALITY)
acknowledged and accepted

DATE