AGREEMENT AND CONTRACT FOR BUILDING INSPECTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the City of Eagan, Minnesota (City) and MNSPECT, LLC, a Minnesota Limited Liability Company (Inspector).

WITNESSETH:

WHEREAS, the City is desirous of contracting with Inspector for the performance of the hereinafter specified inspection services with the City, and

WHEREAS, Inspector is agreeable to rendering services on the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto agree as follows:

1. Inspection Services:

   A. Inspector will provide inspection services for the City of Eagan on the following terms and conditions:

   A. Perform comprehensive plan review services on an as requested basis, with 10 business day turn around for residential IRC) and 15 business day turnaround for commercial (IBC), fire suppression, or mechanical (IMC/IFGC) plans.

   B. Provide Commercial field inspections through 10-31-2018.

   C. Provide Residential field inspections through 12-31-2019.

   D. Inspector shall provide individuals meeting City of Eagan's Building Official's requirements and qualifications.

2. Independent Contractor:

   It is acknowledged by and between the parties hereto that the Inspector is an independent contractor contracting with the Municipality to perform the services as provided in this agreement.

   A. Non-Employee Status – Personnel assigned to perform the Services to be provided by Inspector pursuant to this agreement shall be officers, employees, or sub-contractors of Inspector. Inspector assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, provision of employment benefits and payment of salary (works' compensation insurance, salary, retirement contributions, withholding tax, health insurance, , and unemployment insurance). The Municipality shall not be responsible to furnish any benefits to such personnel.

B. Insurance

i. Auto Insurance – Inspector in carrying out its obligation under this agreement, shall supply, upon the request of the Municipality, a Certificate of Insurance for owned, hired, and non-owned auto usage coverage for liability in the amounts of $100,000 per claim, $300,000 per occurrence coverage for personal injury and $25,000 per claim, $50,000 per occurrence for property damage insurance.

ii. Workers' Compensation Insurance – The Inspector shall provide its employees with workers' compensation coverage in the amount of $100,000/$500,000/$100,000.

iii. General Liability Insurance – The Inspector shall provide the City upon request with copies of General Liability Insurance in an amount of at least $500,000 covering all personnel employed by Inspector in capacity of acting as an Agent of the City.

C. Communications, Equipment, and Supplies
The Inspector shall provide, at its sole expense, all necessary equipment, vehicles and supplies to carry out its obligations under this agreement.

3. Effective Date of Service

The effective date of service to which the terms of this agreement shall apply will be on the _____ day of _____, 2017.

4. Termination of Agreement

This Agreement shall remain in force and effect from the effective date of service until canceled by either party upon 90 days advance written notice.

5. Cost to the City for Services

The City shall pay within 15 days of submission of a bill for the following services:

A. Requested plan review to be 40% of the permit fee charged by the City.
B. Commercial Field Inspector (BO Certification) shall be billed $95.00 per hour.
C. Residential Field Inspector (BO Limited Certification) shall be billed at $65.00 per hour through 2018, and $68.25 per hour in 2019.
D. Billable hours/days shall exclude holidays.

6. Assignment

Inspector may not assign any of its rights or duties under this agreement without the prior written consent of the City.

7. Entire Agreement

This is the entire Agreement of the parties.

8. Staff

Each of the parties hereto agrees that while Inspector is performing services under this Agreement and for the period of twelve (12) months following the performance of such services or the terminate of this Agreement, whichever is later, neither party will, except with the other party's written approval, solicit or offer employment as an employee, inspector, independent contractor, or in any other capacity to the other party's employees or staff engaged under this Agreement without the prior written consent of the other party.

9. Choice of Law

This Agreement shall be governed and construed in accordance with the State of Minnesota Law.

10. Representation of Authority

The undersigned executing this Agreement for MNSPECT, LLC, represents and warrants that he has been duly authorized to execute this Agreement on behalf of MNSPECT, LLC, by the organization's Board of Directors, and that this Agreement shall bind it to the terms and obligations contained herein.

11. Notices

During the term of this Agreement, notices required or contemplated by this Agreement shall be in writing and deemed given (a) when delivered personally, or (b) on the day said communication is received or refused to be received when delivered by US Mail, Certified mail, return receipt requested, or (C) the next business day after delivery or said notice to a nationally recognized overnight courier services, or (d) the business day the sent notice is sent via facsimile, addressed as follows:

To City:	**To Inspector:**
City of Eagan	MNSPECT, LLC
Attn: Dale Schoeppner	Attn: Scott Qualle
3830 Pilot Knob Road	235 First Street West
Eagan, MN 55122	Waconia, MN 55387

IN WITNESS THEREOF, the parties have executed this agreement in duplicate this _____ day of _____, 2017.

CITY OF EAGAN

By: _____
Mike Maguire, Mayor

MNSPECT, LLC

By: _____
Scott Qualle, President

Attest:

By: _____
Christina Scipioni, City Clerk