



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Deanna Kuennen, Com and Econ Dev Director
MEETING DATE: February 25, 2020
SUBJECT: Resolution 2020-031 Approving Professional Services Agreement for Building Inspection and Plan Review Services

Background:

With the resignation of the Building Inspector at the end of 2019, the Building Division is short-handed and is in need of plan review and inspection service support. In 2018 the City Council approved a Professional Services Agreement with Municipal Inspections, Inc. to provide plan review and inspection services. Staff has reached out to Municipal Inspections, Inc. to inquire about their availability to provide the needed services. Based on those conversations, Staff is recommending entering into a contract for temporary building inspection and plan review services with Municipal Inspections, Inc. The terms of the contract include:

Municipal Inspections, Inc. will:

- Review and approve building permit applications as assigned
- Provide building code inspections as assigned and as required by MN Statutes

Fees for services:

- Flat Fee of \$100/hour for duties as requested

The agreement will run through December 31, 2020. Please note – these are the same services and hourly rate as agreed upon in the 2018 Professional Services Agreement.

Recommendation:

Approve Resolution 2020-031

Attachments:

- Resolution 2020-031

CITY OF FARIBAULT

RESOLUTION #2020-031

**APPROVING PROFESSIONAL SERVICES AGREEMENT FOR BUILDING
INSPECTION AND PLAN REVIEW SERVICES**

WHEREAS, the City Council of the City of Faribault requires temporary and intermittent building inspection and plan review support services; and

WHEREAS, Municipal Inspections, Inc., a Minnesota corporation has the expertise, qualifications, and availability to provide plan review and inspection services for the City of Faribault Building Division; and

WHEREAS, Municipal Inspections, Inc. desires to perform plan review and building code inspections services as an independent contract for the City of Faribault on a temporary and as-needed basis.

NOW, THEREFORE BE IT RESOLVED, that the City Council approves Municipal Inspections, Inc. as a building inspection and plan review services contractor for the City of Faribault.

ALSO, BE IT RESOLVED, that the City Council authorizes the Mayor and City Administrator to execute the Professional Services Agreement attached hereto as Exhibit A.

Date Adopted: February 25, 2020

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

EXHIBIT A

INDEPENDENT CONTRACTOR – PROFESSIONAL SERVICES AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

AGREEMENT made and entered into this ___ day of February, 2020, by and between the **CITY OF FARIBAULT**, A Minnesota municipal corporation (“City”), and **MUNICIPAL INSPECTIONS, INC.**, a Minnesota corporation (“Consultant”), for building inspections and planning services.

WHEREAS, the City is authorized and empowered to provide for various types of inspections and code enforcement to ensure the public health, welfare, and safety; and

WHEREAS, the Consultant desires to perform building inspection and plan review services for the City in accordance with the terms of this Agreement (“collectively referred to herein as “Services”).

WHEREAS, the City desires to employ the Consultant to perform Temporary Building Inspection Services in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on February ___, 2020, and end on December 31, 2020, both dates inclusive, unless sooner terminated as hereinafter provided. This Agreement shall be automatically renewed each year on the terms and conditions set forth below unless notice of intention to terminate the agreement is given as provided herein.
2. **SERVICES.** The Consultant shall provide the following services.
 - A. **Building Plan Review Services.** The City engages Consultant to perform some building plan reviews and building inspections as mutually agreed upon and related administrative duties on behalf of the City required under the City’s Ordinance adopting the State Building Code, including:
 1. Reviewing and approving building permit applications.
 2. Determining the acceptability of said applications (compliance with City Ordinances is to be evidenced by Zoning Administrator’s initials on permit application as set forth below);
 3. Providing Building Code inspections as required by Minnesota Statutes;

3. TIME AND MANNER OF PERFORMANCE.

- A. The number of personnel made available for providing said services, and the times at which said personnel shall be made available, for said services, shall be at the discretion of the Consultant; provided, however, that Consultant agrees to proceed diligently and in accordance with its usual course and manner of business in such examinations and inspections, and in the preparation of appropriate reports for the City.
- B. All duties as set forth above shall be performed by Consultant's personnel pursuant to the provisions of the Minnesota State Building Code, and other applicable state, federal and local laws.

4. APPLICANT INFORMATION. The City shall furnish to or make available for examination or use by the Consultant, without charge, the following:

- i. All material and documents applicable to projects in which the Consultant is involved. Such material and documents shall be submitted to Consultant within a reasonable period of time before any meeting at which they are to be considered;
- ii. Available material and documents, as determined by the Consultant, that are necessary for the services to be performed, including:
 - a. For building permits: a certificate of survey of the property, showing the location of the structure, the proposed sewage treatment system, the sewer hookup, the well or water hookup, and their location to lot lines, easements and road rights-of-way. Said survey shall include a legal description of the property and shall include all information required by the City.

5. FEES.

- A. **Building Inspection Services.** The City shall reimburse Consultant for the Consultant's building inspection services provided under Paragraph 2.A. of this Agreement based on the following portions of City fees charged for the application reviewed \$100 per hour for all plan review services;
- B. **Additional Services.** No claim will be honored for compensation for extra services or work beyond the scope of this Agreement without written approval of the City upon a written amendment of this Agreement that includes specific estimates of type, time, and maximum costs, prior to commencement of the work
- C. **Payment Terms.**

1. Consultant shall submit an invoice providing a written documentation of services rendered under Paragraph 3 on a monthly basis, payable by City within thirty days of receipt of an invoice showing work completed.
 2. For additional services that receive written approval from the City, the City shall pay Consultant at a rate of \$100.00/hour consistent with the payment terms provided under this Agreement.
 3. For all permit requests, the City's fee schedule shall apply. All applicants for permits shall pay all permit fees to City in those amounts as specified in the Minnesota State Building Code and/or any fee schedule adopted by ordinance of the City.
 4. In addition to the payment provided herein, the City shall provide Consultant with an office at City Hall, local calling telephone service, electricity and garbage service at no cost to Consultant. Consultant shall be responsible for all long-distance phone charges. Consultant shall comply with all City Hall use regulations adopted by the City. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees, from any claims, suits, damages, costs (including reasonable attorney fees) arising out of the use of City Hall by Consultant, its officers, agents, and employees.
- 6. INDEPENDENT CONTRACTOR.** The City hereby retains the consultant as an independent contractor upon the terms and conditions set forth in this Agreement and not as the City's agent or employee. The Consultant is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Nothing contained in this Agreement is intended or should be construed as creating the relationship of Employee/Employer, Master/Servant, co-partners or joint ventures between the City and the Consultant. Consultant shall furnish all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents of employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
- 7. REPRESENTATION.** Consultant represents and warrants that Consultant's building and code inspection services shall be performed only by an individual that is certified under the State of Minnesota to perform building inspection and code enforcement services on behalf of the City.

8. INDEMNIFICATION AND INSURANCE.

- A. Indemnification. The Consultant shall defend, hold harmless, and indemnify the City, its officers, agents, and employees, against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereinafter sustain, incur, or be required to pay arising out of the Consultant's negligent acts, errors or omissions in the performance or failure to perform Consultant's obligations under this Agreement.
- B. Insurance. Prior to commencing work under this Agreement, the Consultant shall furnish the City with a Certificate of Insurance. Consultant shall furnish and maintain during this Agreement such public liability and property damage insurance as shall protect Consultant and any subcontractors performing work covered by this Agreement and from claims for property damages or personal injury which may arise from operations under this Agreement, whether such operations are by Consultant or by any subcontractor or anyone directly or indirectly employed by either of them, including insurance in the following amounts:
- 1) Worker's Compensation - as provided in the applicable law.
 - 2) Professional Liability: \$1,000,000.00
 - 3) Specified General Liability: \$1,000,000
 - 4) Comprehensive Automobile:
Liability - Personal Injury - \$750,000.00/\$1,000,000.00
Property Damage - \$750,000.00

All insurance policies (or riders) required by this Agreement shall be (i) taken out by Consultant and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall contain a provision that the insurer shall not cancel or revise coverage there under without giving written notice to Consultant as an insured party and to City as an additional insured at least thirty (30) days before cancellation or revision becomes effective, (iii) shall name Consultant as an insured party and City as an additional insured; and (iv) shall be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City.

9. **DEFAULT AND TERMINATION.** This Agreement may be terminated by either party at any time with or without cause, upon **thirty days (30) days written** notice delivered by hand or by registered or certified mail. After termination, the City shall have no further obligation to Contractor except to compensate Contractor for services performed before Contractor's receipt of notice of termination. If Consultant fails to substantially perform any of the services required by this Agreement, the City may, upon written notice, immediately cancel this Agreement in its entirety.

10. LEGAL ACTION. The City shall be responsible for commencing any legal action necessary to enforce any and all provisions of the Minnesota State Building Code or the applicable City Ordinances; provided however, Consultant agrees to make appropriate personnel available for any such legal proceeding or to make available any of its personnel for purposes of testifying as witnesses in said legal proceedings to the extent that said proceedings concern matters relative to the obligations Consultant has undertaken pursuant to this Agreement. The City shall incur no additional expense for Consultant's time and preparation as a witness in such legal proceedings.

11. INTEREST BY CITY OFFICIALS. No elected official, officer, or employee of the City Hall, during his tenure of employment and for one year thereafter, has any interest, direct or indirect, in this Agreement or proceeds thereof.

12. RECORDS. The Consultant shall maintain complete and accurate records relating to the performance of Consultant's services under this Agreement, on behalf of the City and in an orderly fashion. These records, or portions thereof, shall be provided to the City upon request and in any event within 10 days of termination of this Agreement. The books, records, documents, and accounting procedures of Consultant relevant to this Agreement, are subject to examination by the City and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16B.06, subd.4.

13. WORK PRODUCT. All materials, including but not limited to reports, exhibits, models, maps, charts, computer data, and supporting documentation produced under work authorized by this Agreement shall become the property of the City upon completion of the work or termination of this Agreement.

14. NOTICES. Pursuant to this Agreement, notices shall be hand delivered or mailed as follows:

AS TO CITY: City of Faribault
208 NW 1st Ave.
Faribault, MN. 55021

AS TO
CONSULTANT: Municipal Inspections, Inc.
25275 Vergus Ave.
New Prague, MN 56071
Telephone: (952) 461-4777
Fax: (952) 461-2782

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Minnesota.

16. SUBCONTRACTING AND ASSIGNMENT. Consultant shall not enter into any subcontract for performance of any services contemplated under this Agreement without prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. Neither party to this Contract shall assign the Contract, nor any interest arising herein, without written consent of this other party.

17. EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and Consultant and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof.

18. AMENDMENTS. Any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this ____ day of _____, 2020.

CITY OF FARIBAULT

BY: _____

AND: _____

MUNICIPAL INSPECTIONS, INC.

By: _____

Gary Staber, President