

**CITY OF DODGEVILLE  
IOWA COUNTY, WISCONSIN**

**BUILDING INSPECTOR SERVICES AGREEMENT**

This Building Inspector Services Agreement (“Agreement”) is by and between the City of Dodgeville (hereinafter designated as the “Council” or “City”) and Edge Professional Services, LLC (hereinafter designated as the “Inspector”), to perform Building/Electrical/Plumbing/HVAC/Soil Erosion Inspector services for the City. The Agreement begins on May 23, 2024, and ends on December 31, 2024.

**RESPONSIBILITIES**

The Inspector agrees to perform at an effective level of competence the services, duties and obligations required by the laws and administrative rules of the State of Wisconsin; along with the rules, regulations and policies of the Council which now exist or which may be hereinafter enacted by the Council, including but not limited to those found in Chapter 14 of the City’s Municipal Code. Upon request, the Council agrees to furnish the Inspector with a written copy of all such rules, regulations and policies now in effect or becoming effective during the term of this contract.

The Inspector shall maintain and provide, upon request of the City or Director of Public Works any valid credentials necessary to perform the duties of UDC-construction inspector, UDC-electrical inspector, UDC-HVAC inspector, UDC-plumbing inspector, and soil erosion inspector. The Inspector shall provide written documentation of the date and findings for each inspection performed to the Director of Public Works.

In case of direct conflict between any rules, regulations or policies of the Council and any specific provision of this contract, the contract shall control.

**WORK SCHEDULE**

The Inspector shall provide inspection services on an as needed basis.

**COMPENSATION**

In consideration of the services rendered, the City will pay the Inspector for services performed in accordance with the following schedule:

- (1) The Inspector shall be paid \$100 per inspection, including but not limited to inspections for temporary electric service, footings, foundation, under floor plumbing, basement slab, rough construction, rough electrical, rough plumbing, rough HVAC, insulation, final inspection, erosion control, and reinspection.
- (2) For attendance at any officially-posted city meeting at which the Inspector’s attendance is either required or requested, the fee will be \$100.00 per meeting.

**AGREEMENT TERMINATION**

Upon mutual written agreement between the City and the Inspector, this Agreement may be terminated without penalty or prejudice against either the City or the Inspector.

Either party may terminate this contract at will upon no less than thirty (30) days' notice to the other party.

### INDEPENDENT CONTRACTOR.

Inspector is and will perform under this Agreement as an independent contractor and shall have and maintain responsibility for all his operations. The City has no right to supervise, direct or control the Inspector in the means, methods, or details of the work to be performed by the Inspector under this Agreement. Inspector shall be responsible for payment of all taxes, fees, contributions and withholdings or other applicable charges.

### MISCELLANEOUS

A. Written and Verbal Communications. All contact with City shall be through the Director of Public Works.

B. Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the parties to this Agreement and their respective successors, assigns and legal representatives. Neither party shall assign this Agreement without the prior written consent of the other party.

C. Entire Contract. This Agreement represents the entire agreement between the parties and supersedes any prior negotiations, representations, proposals or agreements, whether written or oral.

D. Severability. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

E. Conflict Provisions. Should the provisions in this Agreement conflict with any other provisions in any other proposals or documents submitted by Inspector to City, then in such event, the provisions of this Agreement shall control.

F. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

G. Authority. Each respective party has full power and authority to execute and deliver this Agreement and to perform all of their respective obligations hereunder.

H. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts of law doctrine. Venue shall be in Iowa County Circuit Court, Iowa County, Wisconsin.

I. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original and which when assembled together shall constitute one and the same instrument. Facsimile or PDF copies of the parties' signatures shall be treated as original signatures for all purposes.

**IN WITNESS WHEREOF**, the parties have executed this Services Agreement as of the date set forth below.

Date the \_\_\_\_\_ day of July, 2024

**CITY OF DODGEVILLE**  
**BY:**

\_\_\_\_\_  
Barry Hottmann, Mayor

\_\_\_\_\_  
Lauree Aulik, City Clerk

**EDGE PROFESSIONAL SERVICES, LLC**  
**BY:**

\_\_\_\_\_  
Randy Edge, Member

Action by the Council in adopting this contract is recorded in the Council Minutes of July 16, 2024.