

CITY OF ROCKVILLE

P.O. Box 93

229 Broadway Street East

Rockville MN 56369

**AGENDA
WEDNESDAY, JANUARY 3, 2018
ROCKVILLE CITY HALL
9: A.M.**

- | | |
|--|--------------------------|
| 1. Roll Call | Roll Call-DW.DS.RT.JT.VS |
| 2. Additions/Approval of Agenda | CA 1 |
| 3. Recess to Workshop | |

Workshop Agenda

- | | | |
|--|--|----|
| a) 9:15 | WSB Engineering | |
| b) 10:00 | Moore Engineering | |
| c) 10:45 | Bolton & Menk Engineering | |
| d) SEH Current Contract | | 2 |
| e) 11:15 | Working Lunch | |
| 1) Uniform/Clothing Allowance Policy | | 15 |
| 2) 2018 Fee Schedule | | 17 |
| f) 12:00 | JKA Jovanovich Kadlec & Athmann Attorneys At Law | |
| g) 12:45 | Willenbring, Dahl, Wocken & Zimmermann, PLLC Attorneys | |
| h) 1:30 | Rinke Noonan Attorneys At Law | |
| i) Code Consulting Professionals Building Official RFP | | 32 |
| j) Inspectron Current Building Official | | 42 |

Reconvene Council Meeting 2:15 p.m. (Approximately)

- | | |
|--------------------------------------|--------------|
| 4. Uniform/Clothing Allowance | CA 15 |
| 5. Other | |
| 6. Adjourn | |

SHORT ELLIOTT HENDRICKSON, INC.

**St. Cloud Office
Hourly Rate Schedule for Engineering Services
City of Rockville**

Effective January 1, 2018 – December 31, 2018

Project Manager, Senior Engineer, Senior Scientist, Senior Planner.....	\$123	-	\$158
Dave Blommel	\$130		
Project Engineer, Architect, Scientist, Planner	\$91	-	\$124
Registered Land Surveyor	\$94	-	\$124
Staff (Graduate, Engineer, Architect).....	\$89	-	\$105
Lead Technician, Lead Resident Project Representative	\$93	-	\$119
Technician, GIS Technician, Resident Project Representative.....	\$72	-	\$102
Survey Crew Chief	\$75	-	\$105
Survey Instrument Operator	\$64	-	\$76
Senior Administrative Assistant	\$67	-	\$93
Administrative Assistant	\$60	-	\$73
Intern	\$48	-	\$52
Specialist			Variable

Reimbursable Expenses:

Printing and Postage Costs.....	Actual Cost
Subconsultants.....	Actual Cost
Mileage.....	IRS Rate
Survey Vehicle and Equipment (Including Hubs, Lath, Irons, etc.)	\$ 4.50 / Hour
GPS Equipment.....	\$30.00 / Hour
Total Station	\$20.00 / Hour
RPR Vehicle	\$16.00 / Day
Regular City Council Meetings	No Cost

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Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of January 1, 2016 between City of Rockville, Minnesota ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 12.07.15) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A-1 for Hourly Payments, Exhibit A-2 or A-3 for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

By:



Dave Blommel, PE

Title:

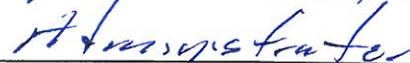
Client Service Manager

City of Rockville, Minnesota

By:



Title:



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**Exhibit A-1
to Master Agreement
Between City of Rockville, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2016**

**Payments to Consultant for Services and Expenses
Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**Exhibit A-3
to Master Agreement
Between City of Rockville, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2016**

**Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

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C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to Master Agreement
Between City of Rockville, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2016

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Rockville, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated January 6, 2016 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **General City Engineering Services**.

Client's Authorized Representative: Marty Bode, Administrator
Address: PO Box 93
Rockville, MN 56369-0093
Telephone: 320.251.5836 **email:** mbode@ci.rockvillecity.org

Project Manager: Dave Blommel, PE
Address: PO Box 1717
St. Cloud, MN 56302-1717
Telephone: 320.229.4349 **email:** dblommel@sehinc.com

Scope: The Basic Services to be provided by Consultant:

A. General

1. Services performed by Consultant may, at the option of the Client, be related to one or a combination of the following as specifically agreed upon.
 - (a) City Engineer Services
 - (b) Report
 - (c) Preliminary Design
 - (d) Final Design
 - (e) Construction
 - (f) Additional Services

B. City Engineer Services

1. Consultant shall provide engineering, survey, and architectural services to the Client in its capacity as City Engineer. The Client shall authorize specific services that Consultant is to perform on an as needed basis under this Agreement through action by the City Council, or through such City staff, boards, or elected officials as the Client may designate.
2. Typical services provided as City Engineer include:
 - (a) Attend staff meetings, workshops, Planning Commission, or Park Board as required.
 - (b) Prepare Feasibility Reports and opinions of probable construction cost for public improvements.
 - (c) Conduct reviews for subdivision and development submittals, developer agreements, and developer-generated construction plans and specifications.
 - (d) Perform research and review and comment on issues related to City planning, infrastructure, traffic, and drainage, or as otherwise requested by Client.
 - (e) Review and follow up on warranty issues related to completed construction projects.
 - (f) Prepare engineering-related support for planning, zoning, and annexation issues.
 - (g) Prepare minor reports and studies.
 - (h) Prepare and update the Client's 5-year Capital Improvement Program (CIP).
 - (i) Prepare and maintain City maps.
 - (j) Prepare and maintain engineering standards and details.

C. Additional Services

1. If requested and authorized by the Client, Consultant shall furnish additional services:
 - (a) Preparation of applications and supporting documents for government grants, loans, or advances.
 - (b) Preparation or review of Environmental Assessments (EA), Environmental Assessment Worksheets (EAW), Environmental Impact Statements (EIS), and Alternative Urban Areawide Reviews (AUAR).
 - (c) Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the Project.
 - (d) Providing services of professional Consultants for other than the normal services stated in the Agreement.
 - (e) Preparation of descriptions for permanent and/or temporary easements.
 - (f) Serving as an expert witness for the Client in any litigation or other proceedings.
 - (g) Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
 - (h) Providing construction surveys and staking to enable the construction contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
 - (i) Providing Resident Project Representative (RPR) services as described in Exhibit B.
 - (j) Additional services not otherwise provided for in this Supplemental Letter Agreement.

D. Payment:

1. The Client shall pay Consultant for City Engineer Services, expenses, and equipment rendered on an hourly plus reimbursable expenses basis in accordance with Exhibit A-1. Services that are difficult to quantify will be paid for on an hourly plus reimbursable expenses and equipment basis in accordance with Exhibit A-1. Services that have a definable scope will be paid for on an hourly plus reimbursable expenses and equipment basis in accordance with Exhibit A-1, or on a lump sum basis in accordance with Exhibit A-3.
2. Engineering services related to individual or complex construction projects and major reports and studies shall be subject to a separate Supplemental Letter Agreement. The Supplemental Letter Agreement will identify a scope of services and set forth a fee for those services. The Client shall pay Consultant for services and expenses rendered in accordance with Exhibit A-1 or A-3. Construction phase services, staking, and observation services which depend on a contractor's progress and weather conditions will usually be paid for on an hourly basis in accordance with Exhibit A-1. Design phase services and major reports and studies that have a definable scope will usually be paid for on a lump sum in accordance with Exhibit A-3.
3. Consultant will attend regularly scheduled meetings of the City Council at no cost to the Client.

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Short Elliott Hendrickson Inc.

City of Rockville, Minnesota

By: 
 Title: Dave Blommel, PE
Client Service Manager

By: 
 Title: Administrator

Current Policy

14.1 Maintenance Department Uniforms

All full-time Public Works employees shall be entitled to new uniforms, hats, shirts, jackets, pants, gloves and safety related items purchased annually by the city at a cost not to exceed \$350.00 per year per employee. The maintenance of the uniforms shall be the responsibility of the employee.

Recommended Changes:

14.1 Clothing Allowance

All full-time employees shall be entitled to a clothing allowance to purchase such items as: hats, shirts, jackets, pants and gloves. These items purchased annually by the employee and reimbursed by the city at a cost not to exceed \$375.00 per year per employee. Receipts are required for reimbursement.

Uniform/Clothing Allowances

Some local government employees may be eligible for the reimbursement of expenses under a uniform or clothing allowance authorized by an employment contract or a personnel policy.

Federal law has long distinguished between non-deductible personal clothing and deductible work clothing. For employees who wear uniforms, the cost of the uniform is deductible only if the uniform is (1) specifically required as a condition of employment, and (2) not of a type adaptable to general usage as ordinary clothing. If non-deductible clothing is reimbursed, the expenditure is income, and must be included on the employee's W-2 (Wage and Tax Statement).

Local units of government should have a system in place to ensure those items that are taxable according to federal regulations are clearly identified so proper taxes can be withheld and reported.

The IRS has posted information regarding uniform/clothing allowances online. The IRS "Taxable Fringe Benefit Guide" is available for download from the IRS website at: <http://www.irs.gov/pub/irs-pdf/p5137.pdf>; the IRS "Quick Reference Guide for Public Employers" is available at: http://www.irs.gov/file_source/pub/irs-pdf/p5138.pdf.

Date this Avoiding Pitfall was most recently published: 06/03/2016.

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2018 FEE SCHEDULE				
ADMINISTRATIVE	Rockville FEE	Cold Spring	Richmond	St August
Address Sign/Post (Blue Sign)	\$25.00			
Administrative Fees	\$25.00	\$20.00	\$25.00 per hour	
Assessment Search Fee each	\$20.00	\$20.00 Standard	\$35.00 Verbal	\$20.00 Standard \$30.00 24/turnaround \$10.00
Check returned (NSF)	\$25.00 + Bank Charge	\$15.00	\$30.00	
City Cleanup of Nuisance Violations- per hour	\$35.00		\$55.00	
Copies per sheet (Black & White) (MN Sales Tax included)	0.25	.15 tax on personal copies	0.25 0.35 11x17	(8.5x11 .25) (8.5x14 .50) (11x17 1.00)
Copies per sheet (Color) MN Sales Tax included)	0.50	.50 tax on personal copies		Color Maps (8.5x11 1.50) (11x17 3.00)
Fireworks permit	\$25.00	\$20.00		
Election Filing fee	\$2.00	\$2.00	\$2.00	
Fax (Local) per page		\$1.00 + .25/page	\$0.25	1.50 per page
Long Distance Fax 1st page	\$2.00		\$1.00 per page	
Thereafter per page	\$1.00			
Late Fee (Invoices)				
1 st Month	10%		1.50%	
Thereafter	1%			
Certifying Unpaid Accounts to Tax Roll	10%			
Mail Box				
Pickup	\$95.00			
Delivered	\$120.00			
Mailing List	\$25.00 \$100.00	\$100.00		
Newsletter Ad				
1/8 Page	\$25.00			
1/4 Page	\$35.00			
1/2 Page	\$50.00			
Full Page	\$75.00			
Insert	\$150.00			
Sign In Violation (Retrieve Signs Fee) per sign	\$25.00			
Special Meeting Fee	\$200.00	\$200.00	\$200.00	
Summer Recreation Fees	See List-Rec Registration File			
TIF District Establishment		\$5,000.00		
TIF Application- Existing District		\$2,500.00		
BUILDING PERMITS				
Building Permits	Per Rate Schedule	Per Permit Schedule	per rate schedule	
Residential Building Permit				
Commercial Building Permit	Per Rate Schedule			
Contract Valuation \$2500 or less				
Contract Valuation \$2501 and up	1.5% of contract valuation			
Building Permits & Site Plan -Accessory Building 200 sq ft or less	\$25.00			
Building Permits: Over the Counter				
Demolition Permit	\$26.00	\$35.00		
Door Replacement (Not changing size or location)	\$26.00			
Fence	\$41.75	\$30.00	\$40.75	
Fence re-inspection fee		\$30.00		
Fireplace Replacement	\$26.00			
Furnace Replacement	\$26.00		\$40.75	
Roofing	\$26.00		\$40.75	
Siding	\$26.00		\$40.75	
Water Heater Replacement	\$26.00			
Windows Replacement (Not changing size or location)	\$26.00		\$40.75	
Building Without a Permit	Double the permit fee		double permit fee	
Construction Site Permit	\$25.00			
Driveway Permit	\$0.00 \$50.00	\$25.00		
Driveway Permit Deposit		\$500.00		
Excavation Permit (Right-of-way permit)	\$20.00 \$100.00	\$100.00	\$50 + \$250 deposit/violation permit fee & \$500	\$300 (Refund \$200 after clean up)
Mechanical				
Residential Alteration	\$41.00			
Residential New Family Dwelling	\$76.00			
Commercial	Fee based on Valuation			
Plumbing Permit				
Residential Alteration	\$41.00			
Residential New Family Dwelling	\$76.00			
Commercial	Fee based on Valuation			
LICENSES				
Apartment/Single Family Dwelling Licences				
Apartment Rental (Every 5 years)	\$50.00/Unit Min \$100.00			
Single Family Dwelling Rental (Every 5 years)	\$100.00			
Garbage Hauler Permit per year	\$0.00 \$100.00		\$150.00	\$100.00
Liquor License				
Adult Use		\$3,000.00		
2AM < 100,000		\$300.00		
2AM \$100,00 TO \$500,00		\$500.00		
2AM SALES > 500,000		\$700.00		
Bottle Club Liquor License		\$150.00		
Club-on Sale Intoxicating		\$500.00		
Club up to				
Consumption and Display	\$25.00			\$3,000.00
Consumption and Display one day				\$300.00
Investigation-New License, inside Minnesota				\$25.00
Investigation-New License, outside Minnesota				\$500.00
Actual cost				
Off Sale Intoxicating Liquor	\$100.00	\$100.00	\$100.00	\$100.00
Off Sale 3.2 Liquor	\$0.00 \$30.00	\$25.00		\$30.00
On Sale Intoxicating Liquor	\$1250.00 \$1600.00	\$2,000.00	\$1,600.00	\$2,000.00
On-Sale 3.2 Liquor	\$10.00 \$100.00	\$127.00	\$100.00	\$100.00

PUBLIC SAFETY

Fire				First Hour
Bulk Water per call plus construction rate				\$50.00
Chimney				\$2,850.00
Dumpsters				\$2,625.00
Grass/Brush				\$3,050.00
Others				\$2,625.00
Structure Fire		\$500.00		\$4,375.00
Tanker Only				\$2,625.00
Vehicle				\$2,625.00
Rescues				
Harardous Material Exposure (1st hour)		\$300.00		
Harardous Material Exposure (subsequent)		\$150.00		
Medicals				\$1,975.00
Search				\$2,625.00
Vehicle Accident				\$2,625.00
Water/Ice		\$500.00		\$2,625.00
Service Calls				
Electrical				\$1,750.00
False Fire Alarm Charge (1st)		\$350.00		1-2 \$0.00
False Fire Alarm Charge (subsequent)		\$500.00		3+\$500.00
Gas Leaks				\$1,750.00
Other				\$1,750.00

RENTAL

City Hall Rental				
For businesses, organizations, non-profits. (No private parties)				
Rooms available:				Meeting Room Use:
Council Chambers (seats about 60)				Partial Day - Commercial or private use \$50.00
Front and Back meeting rooms (seats about 14)				Full Day - Commercial or private use \$75.00
1-29 people per room	\$50.00			Civic or local groups - administrative discretion
30+ per room	\$75.00			
Kitchen Use	\$25.00			
Deposit Fee for City Hall (refundable if left in good condition)	\$50.00			
Non profits - Ask to give a donation to help cover the costs to the city				
Park Rental				
Community Ball Field (include MN Sales Tax)		\$250.00 per game		\$125.00 Kiffmeyer Park
Resident	\$25.00			\$75.00 Refund Resident
Non-Resident	\$50.00			\$50.00 Refund Non Resident
Event	\$100.00			
Deposit Fee for Park Rental (refundable if left in good condition)	\$50.00			
Community Park (include MN Sales Tax)		\$35.00 Pioneer		\$150.00 Hidden Lake Park
Resident	\$25.00			\$75.00 Refund Resident
Non-Resident	\$50.00	\$25.00		\$50.00 Refund Non Resident
Deposit Fee for Park Rental (refundable if left in good condition)	\$50.00			
Eagle Park (include MN Sales Tax)		\$110.00 Frogtown		Park & Deposit \$50.00
Resident	\$25.00			
Non-Resident	\$50.00	\$25.00		
Deposit Fee for Park Rental (refundable if left in good condition)	\$50.00			
Lions Park (include MN Sales Tax)		\$110.00 Lions		Park & Deposit \$75.00
Resident	\$25.00			
Non-Resident	\$50.00	\$25.00		
Event	\$100.00			
City Building	\$25.00			
Deposit Fee for Park Rental (refundable if left in good condition)	\$50.00			
Pasture Rent (Eagle Park Appx 65 Acres)	Based on Current Property Tax/YR			

ZONING, SUBDIVISON

Administrative Charges				
Per hour	\$60.00			
45 minutes	\$45.00			
30 minutes	\$30.00			
15 minutes	\$15.00			
Administrative Plat	\$100.00			\$50.00
Annexation Fee, Base	\$0.00 \$750.00	\$750.00		
Annexation Fee, Per Acre	\$0.00 \$4.00	\$4.00		
Appeals				\$250 Escrow \$750 total
Conditional Use Permit	\$200.00		\$200.00	\$250 Escrow \$750 total
Combine Lots (Lots Consolidation)	\$100.00	\$400.00	\$400.00	
Comprehensive Plan Copy				\$25.00
Comprehensive Plan Amendment	\$0.00 \$250.00	\$250.00	\$250.00	
Final Plat	\$300.00	\$500.00	\$150 +\$25.00 per lot	\$150 Escrow \$400 total
Financial Assistance Application Fee	\$2,500			
Floodplain Permit	\$0.00 \$300.00	\$300.00		
Interim Use Permit	\$200.00		\$200.00	\$250 Escrow \$750 total
Parking, Payment in-Lieu-of (1-5 Stalls)			\$3,000.00	
Parking, Payment in-Lieu-of (6+Stalls)			\$2,000.00	
Plat Escrow	\$0.00 \$1000.00	\$1,000.00		
Public Land Dedication Fee		1,800 sq ft per Lot or /(\$1,200.00 per lot)	.07/sq. ft	
Single Family Development		or Based on value of land		
Multi Family Development		1,500 sq ft per Lot or (\$1,000.00 per unit)		
or Based on value of land				
Preliminary Plat		\$2,000.00	\$150 +\$25.00 per	With service First 8 lots \$1000 escrow \$1500 Total
1-3 Lots	\$300.00			8-50 lots \$150/lots more than 8 < 50 lots \$75/lots

On Sale Strong Beer Only				\$150.00		\$50.00
3.2 6 months						
Sunday	\$150.00	\$200.00	\$200.00	\$200.00		\$200.00
Wine	\$25.00	\$100.00	\$500.00	\$525.00		\$2,000.00
Temporary 1-4 Day 3.2 liquor	\$20.00	per day		\$20.00 per day		\$20.00
Tobacco Licenses	\$12.00	\$75.00	\$75.00	\$150.00		
Peddlers License (Non-refundable) 14 day to process Sheriffs to review	\$75.00					
Peddlers License (to 10 days)			\$50.00			\$50.00
Peddlers License (to 20 days)			\$100.00			\$100.00
Peddlers License (21 days or more)			\$200.00			\$200.00
MAINTENANCE						
After Hours Equipment Surcharage (hourly)	\$0.00	\$25.00	\$25.00			
Disc Blade (Reclaiming) per hour	\$35.00					
Front End Loader pr hour Labor/Equipment	\$100.00		\$75.00			
Maintenance/Public Works Wage Charge per hour	\$35.00					
One Ton Truck per hour Labor/Equipment	\$60.00					
One Ton Truck with Plow per hour Labor/Equipment	\$75.00					
Skid Loader per hour Labor/Equipment	\$65.00		\$65.00			
Tandem Axle Dump Truck per hour Labor/Equipment	\$80.00		\$75.00			
Tandem Axle Dump Truck with Plow per hour Labor/Equipment	\$100.00					

ORDINANCE VIOLATION (2018-88)

- Fireworks Ordinance #2003-02
- Parking on City Streets More than 72 hours Ordinance #2003-07
- Regulating the Use of the Wastewater Facilities Ordinance #2003-08A
- Noise Ordinance #2003-09
- Use of Snowmobiles Ordinance #2004-21
- Use of ATV Ordinance #2004-22
- Use of City Parks Ordinance #2006-32
- Regulating Dogs in the City Ordinance #2009-59
- Parking during Snow Emergencies Ordinance #2012-75
- Shade Tree Ordinance #2013-77
- Rental Licensing Ordinance #2013-79

4-10 Lots	\$500.00			Without service First 8 lots \$800 escrow \$1300 total
11-40 Lots	\$1,500.00			8-50 \$100/lot more than 8
Over 40 Lots	\$5,000.00			Greater than 50 lots \$60/lot more than 50
PUD	\$0.00	\$300.00	\$250.00	\$300.00
PUD Escrow	\$0.00	\$500.00	\$500.00	
Qualified Minor Subdivison	\$100.00		\$400.00	\$400.00
Rezoning Application	\$200.00			\$250.00
Recording fee			Stearns County fee	
Shoreland Alteration Permit			Stearns County fee + \$25.00 City	\$50 Major, \$300 minor
			Review Major \$50.00, \$300.00 Minor	
Site Plan Review Major			\$150.00	\$150.00
Site Plan Review Major Escrow			\$500.00	
Site Plan Review Minor			\$500.00	\$500.00
Stearns County Environmental Service	Actual Cost			\$250 Escrow \$500 total
Stormwater Deposit			\$500.00	
Subdivision Ordinance Copy				\$7.50
Variance	\$200.00			\$150.00
Zoning Amendments - Map or Text				\$150 Escrow \$650 total
Zoning Check				\$250 Escrow \$750 total
Zoning Color Map Copy (Includes MN Sales Tax)	\$2.00			
Zoning Ordinance Copy (Includes MN Sales Tax)	\$25.00			\$25.00
Zoning Permit (Standard)			\$25.00	

UTILITY (SEWER/WATER FEES)	Rockville FEE	Cold Spring	Richmond	St Augusta
Late Fee (Utility Bills) Every month	10%	6%	\$10 Min. 1.5%	
Sewer Connection Charge (SAC)	\$3018 \$3020	\$5,200.00	Single Family \$4950	\$3,000
Sewer Connection Charge Multi		\$3,600.00	all others \$4,950 +EDU	
Sewer Stub (low pressure system only)				
Stub (includes Assessment, SAC & Trunk) per connection	\$8,783.00			
Sewer License Fee (application) Annual Fee	\$40.00			
Sewer/Water Excav Permit	\$50.00 \$100.00			
Sewer User Fees (Gravity Flow)				
Bi-Monthly Flat Rate - Operation/Maintenance & Replacement	\$24.00	\$25.00	\$22.25	\$23.97
Per 1000 gallons	\$1.22/Per 1000 gallons	\$7.00/1000	\$10.10/1000	After 3000 gal, \$6.30/1000
Lake Area Sewer User Fees (Grinderstation/Gravity Flow)				
Homestead/Non-Homestead/Brentwood/25983 80th Ave/25942 Lake Rd Residents				
Bi-Monthly Flat Rate-O & M (Operation & Maintenance only)	\$54.86/\$41.14 \$65.00			
Seasonal (Non-Homestead) Residents-				
Bi-Monthly Flat Rate (6 months full fee & 6 months at 1/2 fee)	\$41.14			
Business (Grinderstation/Gravity Flow) (Eddie's on Grand/The 400 Club/Prairie Industrial Park)				
Bi-Monthly Flat Rate-O & M (Operation & Maintenance only)	\$54.86 \$65.00			
Business (Gravity Flow)-(The 400 Club)-Stickney				
Bi-Monthly Flat Rate	\$24.00			
Per 1000 gallons	\$1.22/Per 1000 gallons			
Stormwater Fee		\$4.00		R-\$28yr C/1\$300yr
SIU (Significant Industrial User) Sewer				
Bi-Monthly Flat Rate -Operation/Maintenance & Replacement	\$100.00	\$25.00		
SIC Flow Sewer		\$3.96/1000		
0-720,000 Gallons	\$1.65/Per 1000 gallons			
720,001+ Gallons	\$3.30/Per 1000 gallons			
SIC-CBOD		per pound \$0.40		
0-21 UNITS	\$0.74			
22 + UNITS	\$1.48			
SIC-TSS		per pound \$0.79		
0-31 UNITS	\$0.42			
32 + UNITS	\$0.84			
SIC-PHOSPHORUS				
0-3 per day, monthly average	\$5.00 Per pound			
3+ per day monthly average or more than 4.5 pounds on a single day	\$10.00 Per pound			
MDH Test Fee Bi-monthly	\$1.06	\$1.06		
Water Connection Charge (tax on Commerical) (WAC)	\$3018 \$3020	\$1,900.00	\$2,465.00	\$3,000
Water Connection Charge Multi (tax on Commerical)		\$1,330.00		
Water User Fees				
Bi-Monthly Flat Fee -Operations/Maintenance & Replacement	\$26.00	\$11.00	\$47.00	\$26.40
0-4,000 Gallons	\$3.00/Per 1000 Gallons	1000-20,999 gal \$2.00	1-30,000 = 3.36	After 3000 gal, \$6.94/1000
4,001-8,000 Gallons	\$3.50/Per 1000 Gallons	21,000-50,999 gal \$2.40	31,000-60,000 = 5.36	
8,001-14,000 Gallons	\$4.25/Per 1000 Gallons	51,000+ gal \$2.90	60,001-999999 = 7.36	
14,001+ Gallons	\$4.75/Per 1000 Gallons			
Commerical User Rate				
1000-20,999 gal				
		\$2.00		
21,000+ gal		\$2.40		
Water Meters				
Residential-radio read meter	Actual Cost + \$60 + Tax	\$300.00	\$190.00	Actual Cost
Commercial-radio read meter	Actual Cost +\$60 + Tax	Actual Cost	Actual Cost	
Water Reconnect Fee				
Residential Reconnect	\$100.00	\$50.00	Reconnect \$30 Disc \$30	
Commercial Reconnect	\$100.00 + Tax	\$50.00 + Tax	Reconnect \$30 Disc \$30	
Water Rate Sales to Contractors				
Bi-Monthly Flat Fee (Bulk Charge)	\$26.00	\$25.00 + usage charge	\$50.00	
Per 1000 gallons	\$5.00/Per 1000 Gallons + Tax		\$5.00/1000	
Administration/Maintenance Fee	\$60.00			
Water Meter Deposit (Bulk Charge)			\$100.00	
Violation of Watering Ban	\$0.00 \$50.00		\$50 + Applic fee	

Schedule of Costs for Public Improvements

Bituminous Surface Street

Rural Section (street width up to 24 feet), Non-Commercial/Industrial	\$67.00	per assessable foot
Rural Section (street width greater than 24 feet), Non-Commercial/Industrial	\$89.00	per assessable foot
Rural Section, Commercial and Industrial	\$119.00	per assessable foot
Urban Section, Non-Commercial/Industrial	\$119.00	per assessable foot
Urban Section, Commercial and Industrial	\$147.00	per assessable foot

Drainage Improvements included in street rates above

Concrete Curb & Gutter Replacement	\$25.00	per assessable foot of standard rates above
	30%	
	15%	of standard rates above for non-City roads
Reclaim (street width up to 24 feet), Non-Commercial/Industrial	\$30.00	per assessable foot
Reclaim (street width greater than 24 feet), Non-Commercial/Industrial	\$41.00	per assessable foot
Reclaim, Commercial and Industrial	\$56.00	per assessable foot
Overlay (street width up to 24 feet), Non-Commercial/Industrial	\$13.00	per assessable foot
Overlay (street width greater than 24 feet), Non-Commercial/Industrial	\$18.00	per assessable foot
Overlay, Commercial and Industrial	\$27.00	per assessable foot
Reclaim & Overlay assessment rate	30%	of standard rates above
	15%	of standard rates above for non-City roads

Concrete Sidewalk

Sidewalk installed on one side of street	\$15.00	per assessable foot
Sidewalk installed on both sides of street	\$30.00	per assessable foot
Replacement	30%	of standard rates above
	15%	of standard rates above for non-City roads

Sanitary Sewer main line

Sanitary Sewer Replacement	\$84.00	per assessable foot
	25%	of standard rate above

Water Main main line

Water Main Replacement	\$64.00	per assessable foot
	25%	of standard rate above

Utility Service Lines

Water Service Line (1 inch)	\$1,353.00	per service
Water Service Line (1.5 inch)	\$1,353.00	per service
Water Service Line (6 inch)	\$2,675.00	per service
Water Service Line (8 inch)	\$2,951.00	per service
Sewer Service Line (4 inch)	\$1,418.00	per service
Sewer Service Line (6 inch)	\$1,418.00	per service
Replacement	100%	of standard rates above

Sanitary Sewer Trunk/Area Fee

Single Family Residential (R-1)	\$2,456.00	per developable acre
Multi Family Residential (R-2)	\$4,911.00	per developable acre
Commercial (B-1)	\$4,911.00	per developable acre
Light Industrial (I-1)	\$4,096.00	per developable acre
Industrial (I-2)	\$4,096.00	per developable acre

Water Trunk/Area Fee (core city system)

Single Family Residential (R-1)	\$2,439.00	per developable acre
Multi Family Residential (R-2)	\$4,877.00	per developable acre
Commercial (B-1)	\$4,877.00	per developable acre
Light Industrial (I-1)	\$4,064.00	per developable acre
Industrial (I-2)	\$4,064.00	per developable acre

Water Trunk/Area Fee (Pleasant Lake area system)

	\$8,394.00	per developable acre
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Rockville MN

2018 FEE SCHEDULE FOR LICENSES, PERMITS AND SERVICES

Applicable Minnesota Sales Tax will be added to fees.

+ Interest will be charged according to annual rate.

++ Credit/debit card payment not accepted for these fees.

2. Administration and Miscellaneous Fees
3. Building Permit Fees
4. Community Development Related Fees
5. Fire Department Call Fees and Stipends
6. General License, Permits, & Service Fees
7. Public Works Department—Equipment & Operator Fees
8. Sewer, Water and Storm water Utility Fees
9. Public Improvement Values: Building and Grounds Rental Fee

City of Rockville**Fee Schedule**

**Applicable MN Sales Tax will be added to fees.
+Interest will be charged according to annual rate.**

ADMINISTRATION AND MISCELLANEOUS

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
Address Sign/Post (blue sign)		\$ 25.00
Administrator Fees / hr (billed in 15 minute blocks)		\$ 50.00
Assessment Search Fee (per parcel)		\$ 25.00
(Certifying assessments for delinquent accounts to Tax Roll)		10%
City Cleanup on Nuisance Violations-per hr		\$ 35.00
Copies- (non-color/sheet 8 1/2"X11" (Sales Tax included)		\$.25
Copies-(color)/sheet 8 1/2"X11" (Sales Tax included)		\$.50
Copies-(non-color/sheet 11"X 17" (Sales Tax included)		\$.50
Copies-(color)/sheet 11"X 17" (Sales Tax included)		\$ 1.00
Comprehensive Plan-Printed		\$ 75.00
Comprehensive Plan-Digital (CD)		\$ 40.00
Election Filing Fee		\$ 2.00
Fax (local) per page		\$.50
Fax (long distance) per page		\$ 1.00
Late Fee (Utility bills) every mth.		10%
Late Fee (Invoice) thereafter	additional	1%
Non-Sufficient Funds (NSF) Fee		\$ 25.00
Mailing List		\$ 75.00
Maps- 42"X 36" size		\$ 75.00
Newsletter Ad 1/8page		\$ 25.00
¼ page		\$ 35.00
½ page		\$ 50.00
Full page		\$ 75.00
Insert		\$ 150.00
Road Closure Application Fee City Street	(non-refundable)	\$ 25.00
County Street	(non-refundable)	\$ 50.00
Road Closure Deposit for barricade damage & roadway cleanup	(refundable)	\$ 100.00
Sign in Ordinance Violation (retrieve per sign)		\$ 25.00
Sign Permit – Permanent		\$ 50.00
Sign Permit _ Temporary		\$ 25.00
Special Meeting Fee		\$ 200.00

City of Rockville**Fee Schedule**

**Applicable MN Sales Tax will be added to fees.
+Interest will be charged according to annual rate.**

Building Permit Fees.

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
<u>Work done without a required permit!!</u>		<u>Double the permit Fee</u>
Building Permit Fees –Residential & Commercial. Per UBC Fee Schedule		based on value
Basement Finish- (\$100.00 permit fee, \$50.00 plan check) or using MN valuations UBC Fee Schedule whichever is less.	\$1.00 State Surcharge+	\$150.00
Decks-Residential (\$75.00 permit fee, \$50.00 plan check) or using MN valuations UBC Fee Schedule whichever is less.	\$1.00 State Surcharge+	\$125.00
Demolition Permit _Commercial/Industrial	\$1.00 State Surcharge+	\$ 75.00
Demolition Permit _Residential	\$1.00 State Surcharge+	\$ 50.00
Electrical Inspections	per MN State Electrical Regulations	
Maintenance Permit Fee	\$1.00 State Surcharge +	\$ 35.00
Re-roofing, Re-siding		
Window or Ext. Door replacement		
Mechanical (Heating, Air, Gas) Residential (includes chimneys, wood stoves & fireplaces)	\$1.00 State Surcharge +	\$ 50.00
Mobile or Doublewide Home installation	\$1.00 State Surcharge +	\$ 100.00
Moving Permit Fee		
Accessory Structure Move-in Fee	\$1.00 State Surcharge +	\$ 75.00
House Move-in Fee	\$1.00 State Surcharge +	\$ 100.00
plus additional fee based on valuation if any site work is necessary.		

Refunds:

The building official may authorize refunding of not more than 80% of the permit fee, if no work has been done under the approved permit.

Request for refund must be in writing and submitted by the original applicant no later than 180 days after the original fee payment.

City of Rockville**Fee Schedule**

**Applicable MN Sales Tax will be added to fees.
+Interest will be charged according to annual rate.**

Community Development Related Fees.

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
Administrative Plat Fee		\$ 100.00
“After the Fact” Charges	twice the permit fee + application fee	
Annexation Administration Fee		\$ 200.00
Appeal Process Fee		\$ 250.00
Business Subsidy Loan, TIF, or Tax Abatement, PUD		
PRE-Application Process		\$ 200.00
Application		\$ 500.00
Escrow Amount ** (un-used portion is refunded)		\$1,500.00
Concept Plan Review		\$ 200.00
Conditional Use Permit (application)		\$ 100.00
Driveway Permit		\$ 50.00
Driveway Permit Deposit (refundable if no damage to public property)		\$ 500.00
Easement or Encroachment request		\$ 35.00
Final Plat Review		\$ 250.00
Hourly Rate to prepare docs-Admin Asst.		\$ 25.00
Hourly Rate to prepare docs Zoning Admin.		\$ 35.00
Interim Use Permit (application)		\$ 200.00
Minor Subdivision (application)		\$ 75.00
Non-Conforming Expansion Permit (application)	RESIDENTIAL	\$ 100.00
	COMMERCIAL	\$ 250.00
Ordinance Amendment (application)		\$ 500.00
Park Land Dedication Fee (single family)	(0.07/sq. ft.)	\$1,800.00
(multi-family)		\$1,000.00
Platting Escrow Amount ** (un-used portion is refunded)		\$1,000.00
Re-Zone Application		\$ 100.00
Shore Land Alteration Permit	Stearns County Fee plus	\$ 35.00
Vacate Easement, Street, or Alley Application		\$ 250.00
Variance Request Application		\$ 100.00

** Petitioner will be responsible for additional charges incurred above the escrow collected.

*Community Development related fees may be combined for multiple requested actions presented as one review package at one meeting by the same applicant.

City of Rockville**Fee Schedule**

**Applicable MN Sales Tax will be added to fees.
+Interest will be charged according to annual rate.**

Fire Department Call Fees

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
Fire Calls-Base rate (includes the first hour)*		\$ 500.00
Structural Burns (requested)		\$ 500.00
Each additional hour		\$ 250.00
Accident Calls- Base Rate (includes the first hour)*		\$ 300.00
Traffic Accident with Extraction		\$ 400.00
Vehicle Fire		\$ 250.00
False Alarm		\$ 100.00
Grass Fire		\$ 250.00
Knox Box (surface mount)		\$ 275.00
Knox Box (flush mount)		\$ 300.00
Loads of Water		\$100.00/load
(filling swimming pools, flushing sewer lines, watering down turkeys)		
Supplies (foam)		\$15.00/ gal.
Medical Responses*		
First response		No Charge
Second response (of like type issue) will include a written warning that future responses shall have a charge for services rendered based on actual cost to City.		No Charge
Third and future Responses		Actual Cost

*Base Charge: For fire runs and medical responses, involving a minimum of time, equipment, and firefighter hours, the City reserves the option of charging a base fee of \$500.00-\$300.00 and \$300.00-\$150.00 respectfully.

Stipends:

Council members	(Annual Salary \$2,100.00	special mtg. /hr	\$ 25.00
Mayor	(Annual Salary \$ 3,000.00	special mtg. /hr	\$ 25.00
Fire Dept: Fire Chief	(Annual Salary \$2,000.00	truckcheck-mtg.	\$10.00/hr
1 st Assistant Chief	(Annual Salary \$1,250.00	truckcheck-mtg.	\$10.00/hr
2 nd Assistant Chief	(Annual Salary \$1,000.00	truckcheck-mtg.	\$10.00/hr
Secretary	(Annual Salary \$ 1,500.00	truckcheck-mtg.	\$10.00/hr
Captains	(Annual Salary \$ 500.00	truckcheck-mtg.	\$10.00/hr
Planning and Zoning Chair.	(Annual Salary \$ 250.00	per mtg.	\$ 25.00
Planning and Zoning mbrs.		per mtg.	\$ 25.00
Committee mtgs. (RTU)		per mtg.	\$ 25.00
Sub-Committee, Task Force mbrs.		per mtg.	\$ 15.00

City of Rockville**Fee Schedule**

Applicable MN Sales Tax will be added to fees.

+Interest will be charged according to annual rate.

General License, Permits, & Service Fees

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
Animal Impound Fee (Contracted Service)	as charged by contractor	
Burning Permit		\$ 25.00
Caterer's Permit		\$ 35.00
Dog License- (lifetime of dog)		\$ 25.00
Excavating Permit		N A
Fireworks Permit		\$ 35.00
*Liquor License (annual)		
Consumption and Display		\$ 250.00
Consumption and Display (one day)		\$ 25.00
Investigation- New License		\$ 250.00
Off-Sale Non-Intoxicating Malt Liquor		\$ 100.00
Off-Sale Intoxicating Liquor		\$ 150.00
On-Sale Non-Intoxicating Malt Liquor		\$ 150.00
On-Sale Intoxicating Liquor		\$ 1,250.00
Wine		\$ 50.00
Sunday Liquor License		\$ 200.00
Temporary On-Sale Intoxicating Liquor (per day)		\$ 35.00
Peddlers License (local no background check)		\$ 25.00
*Peddlers License (non-refundable) 14 days to process (sheriff review)		\$ 75.00
Refuse Haulers Annual Permit--January 1 renewal		\$ 150.00
Rental Unit Initial Inspection, single family (up to two inspections)		\$ 100.00
multi-family (each additional unit)		\$ 75.00
Rental Unit Renewal Inspection- <u>3 year period</u> (up to two inspections) single unit		\$ 75.00
Multi-family (each additional unit)		\$ 25.00
Rental Re-Inspection Fee (3 rd or more, per inspection, per unit)		\$ 75.00
Tobacco and Electronic Cigarettes License		\$ 50.00

***The license fees are intended to cover the costs of issuing, inspecting and other directly related costs of enforcement.**

City of Rockville**Fee Schedule**

**Applicable MN Sales Tax will be added to fees.
+Interest will be charged according to annual rate.**

Public Work's Dept. Equipment & Operator Fee

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
Barricades		per each \$ 1.00/day
Chain Saws	(with operator)	per hr* \$ 40.00
Disc Blade	(reclaiming)	per hr \$ 35.00
Dump Truck single axle	(with operator)	per hr* \$ 60.00
Dump Truck single axle with plow	(with operator)	per hr* \$ 75.00
Dump Truck tandem axle	(with operator)	per hr* \$ 80.00
Dump Truck tandem axle	(with operator)	per hr* \$ 95.00
Electric Jackhammer		per hr \$ 30.00
Folding Chair rental	(per chair per event)	\$.75
Folding Table rental	(per table per event)	\$ 5.00
Flashers	(per each per day)	\$ 1.00
Generator 4-pin hookup: 220 & 120 volt		per hr \$ 40.00
Loader	(with operator)	per hr* \$ 100.00
Lawn Mower zero turn	(with operator)	per hr* \$ 59.00
Lawn Gang Mower/ tractor	(with operator)	per hr* \$ 79.00
Mail Box (swing post) (picked up)		\$ 95.00
Mail Box (swing post) (delivered)		\$ 120.00
Road Grader	(with operator)	per hr* \$ 110.00
Skid Steer/ one attachment	(with operator)	per hr* \$ 78.00
Additional charge for each attachment		per hr* \$ 25.00
Traffic Cones		per each \$1.00/day
Trash Pump 2-1/2'' with 12 intake hose, 25' outlet hose		per hr \$ 40.00
Wood Chipper	(with operator)	per hr* \$ 59.00

*add Overtime labor to applicable hourly rates if operator reaches Overtime status.

City of Rockville**Fee Schedule**

Applicable MN Sales Tax will be added to fees.

+Interest will be charged according to annual rate.

Sewer, Water, and Storm Water Utility Fees

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
Sewer Hook-up; aka. SAC	one time charge	\$ 2,000.00
Sewer Base Fee: Core*	Bi-monthly	\$ 12.00
Sewer Base Fee: Lakes, PIP, Brentwood*	Bi-monthly	\$ 30.00
Sewer Significant Industrial User Fee	(add to usage rate)	
Biochemical Oxygen Demand (CBOD) greater than 250 mg/l	per pound	\$.95
Total Kjeldahl Nitrogen (TKN) greater than 45 mg/l	per pound	\$.45
Total Phosphorus (TP) greater than 7 mg/l	per pound	\$ 19.38
Total Suspended Solids (TSS) greater than 300 mg/l	per pound	\$ 1.97
Usage-Consumption Rate/1000 gal*#	Bi-monthly	\$ 4.90
Water Hook-up; aka.WAC	one time charge	\$ 2,000.00
Water Base Fee: Core*	Bi-monthly	\$ 20.00
Water Base Fee: Lakes, PIP, Brentwood*	Bi-monthly	\$ 40.00
Water Meter Fee	COMMERCIAL actual cost	residential \$ 300.00
Water Safe Water FeeMDH	Bi-monthly	\$ 1.06
Water Usage Rate	0000-30,000 thousand gallons	\$ 7.00
	30,001-60,000 thousand gallons	\$ 7.50
	60,001-90,000 thousand gallons	\$ 8.25
	90,001-99,999 thousand gallons	\$ 8.75
Construction Water Meter Hookup (meter fee refundable)	cost of meter plus	\$ 25.00
Water Disconnect		\$ 35.00
Water Reconnect		\$ 30.00
Resident requested water flow rate or meter certification/rebuild	actual cost of certification	
(Refunded if flow rate or meter accuracy found to be outside of normal operating parameters)		
Storm Water Utility Fee	Bi-monthly	N A

*Unit is defined as each dwelling, business, or industry. (Basic Code Section 52.51 Water Rates.)

Actual Usage Nov,-April: Averaged May,-Oct. based on previous 6 mth usage.

City of Rockville**Fee Schedule**

Applicable MN Sales Tax will be added to fees.

+Interest will be charged according to annual rate.

Public Improvements Schedule of Values

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
Bituminous street (width up to 24')	per assessable ft	\$ 66.30
Bituminous street (greater than 24')	per assessable ft	\$ 88.44
Concrete Curb & Gutter B618	per assessable ft	\$ 24.36
Concrete Curb & Gutter (replacement)	30% of standard rate above	
Reclaim street (width up to 24')	per assessable ft	\$ 29.82
Reclaim street (greater than 24')	per assessable ft	\$ 40.92
Sanitary Sewer (main line)	per assessable ft	\$ 83.75
Sanitary Sewer (main line) replacement	25% of standard rate above	
Sewer Stub (low pressure system) includes SAC & Trunk fee	per connection	\$8,872.50
Water Line (main line)	per assessable ft	\$ 64.00
Water Line (main line) replacement	25% of standard rate above	
Overlay street (width up to 24')	per assessable ft	\$ 12.78
Concrete sidewalk on one side of street	per assessable ft	\$ 14.75
Concrete sidewalk on both sides of street	per assessable ft	\$ 29.15
Sidewalk replacement	30% of standard rate above	

Rental Fee Buildings & Grounds

<u>Item</u>	<u>Date of last change</u>	<u>Fee</u>
City Hall Rental 1-29people	per room	\$ 50.00
City Hall Rental 30 and more	chambers	\$ 75.00
(for businesses, organizations, non-profits. <u>NO</u> Private Parties)		
Rooms available: Council Chambers (seats 60) conference rooms (seat approx 12)		
Deposit Fee for City Hall, Fire Hall and Park Rental	minimum	\$ 75.00
(deposit is refunded if buildings & grounds are in proper condition after the event)		
Community Ball Field	Resident	\$ 25.00
	Non-resident	\$ 50.00
Eagle Park, Lions Park, & Community Park	Resident	\$ 25.00
	Non-resident	\$ 50.00

Building Official Services

Request for Proposal

Submitted by

Code Consulting Professionals, LLC

10251 County Road 47

St Cloud MN 56301

320-333-9208

Jeff Howe, President/Owner

Certified Building Official

BO002124

December 28, 2017

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Personnel

1. Building Official/Owner

Jeff Howe, Certified Building Official, BO002124

- The responsible person for the management and administration of inspection services.
- Involved in code enforcement and development since 1992.
- Has served as Chief Building Official, Fire Marshal, Housing inspector for multiple jurisdictions.
- Over 30 years' experience in fire suppression, inspections and investigations.

2. Inspectors

A. James Howe, Building Inspector

- Retired firefighter with 30 years of fire suppression and inspections.
- Has conducted building, fire and housing inspections since 2007 for multiple jurisdictions.

B. Mitchel Howe, Building Inspector

- Has been conducting building and housing inspections since 2016.

Code Consulting Professionals, LLC has been in business since 2007 providing building, fire and housing inspection services. Cities that have used our services have been the City of Rockville and the City of Waite Park.

Approach to the Scope of Services

Code Consulting Professionals, LLC approach is to provide the services contracted for in a manner that ensures compliance with the intent of the codes in an educational manner so that it is understood why the code requirement exists. We believe it is a team effort, working with contractors and owners to build safe, code compliant buildings. We believe that inspections should be done in a friendly, timely, effective and efficient manner. We encourage preconstruction meetings and continuous contact with contractors and owners so that it can be done right the first time avoiding mistakes that are costly to everyone in time, money and frustration. We will participate in any requested city meetings and provide timely reports.

Project plan reviews will normally be completed within 10 business days after receipt of a complete building permit submission. A complete building permit submission is when all information to complete the plan review has been received.

Inspection requests must be received a minimum of 24 hours in advance in order to ensure personnel are scheduled and available to provide services requested. We respond to requests for information within 24 business hours of receipt.

The City of Rockville is not responsible for any benefits or workers compensation to any of the personnel contracted by Code Consulting Professionals, LLC to provide the requested services.

Details of Process

1. Permit application received.
2. Permit application is reviewed to insure it is complete with all required information.
 - a. Permit application is complete – it is submitted for review process.
 - b. Permit application is incomplete – applicant is notified of what is needed to completed application.
3. Review is completed within 10 business days and permit is issued to applicant to include inspection record card.
4. Request for field inspection received 24 hours in advance – inspection scheduled, preformed and recorded.
 - a. Inspection passes – construction continues.
 - b. Inspection fails – correction notice and reinspection notice issued.
 - c. Re-inspection
 - i. Re-inspection – passes construction continues
 - ii. If Inspection fails a second-time additional inspection fee will be required.

Basis for Compensation

Code Consulting Professionals, LLC Compensation is based on the following:

1. 70% of Building Permits
2. 70% of Mechanical Permits
3. 70% of Plumbing Permits
4. 90% of all Plan Reviews (Building, Mechanical & Plumbing)
5. Additional inspections will result in a minimum permit fee being assessed.
6. Work without permit will result in an investigation fee equal to building permit cost to be added to permit.
7. Inspections outside of normal business hours are at an hourly rate of \$60 per hour with a minimum of 2 hours.

Payment to be received monthly, not later than the end of the first week of the following month.

If housing inspections are requested or required that can be negotiated separately and can be based on either a per unit or hourly basis.

This proposal is will only result in a contract if the City of Rockville agrees to amend the fee schedule for 2018 in the following areas:

- Permits for roofing, siding & windows
- Minimum fees for Plumbing & Mechanical Permits

The current fees charged for the above permits do not cover the cost of providing services. The valuation of construction to be based upon Minnesota Department of Labor and Industry.

List of References and Potential Conflicts

1. City of Waite Park, 2014 – Present. Shaunna Johnson, City Administrator, 320-252-6822 (City employee from 2001 to 2011)
2. City of Rockville, 2007 – 2009. Rena Weber, City Administrator.

Owner currently serves as the State Representative for District 13A.

Disclosures and Assurances

1. Jeff Howe, Certified Building Official, Owner/President of Code Consulting Professionals, LLC is the proposer of this proposal and as such has the authority to enter into an agreement for services.
2. Liability Insurance in the amount of \$1,000,000.00 will be provided and the City of Rockville will be named as an additional insured.

Scope of Services

- A. Code Consulting Professionals, LLC is prepared to provide the building inspection services and general work elements identified in the RFP in A. General.
- B. Code Consulting Professionals, LLC is prepared to participate in City meetings involving building codes, inspection questions and issues to include City council and other City meeting as needed.
- C. Code Consulting Professionals, LLC is prepared to preform field inspections, address constituent concerns personally and in writing. Make public presentations as needed and provide recommendations to staff and City Council.

Appendix A

Applicant Assurances

The applicant hereby assures and certifies:

1. That the individual signing the assurance form on behalf of the individual, partnership, company or corporation named in the proposal possesses the legal authority to execute a contract for the proposed work.
2. That the firm(s) agree(s) to comply with all applicable federal, state and local compliance requirements.
3. That the firm(s) is/are adequately insured to do business and perform the services proposed (Attach Documentation).

Code Consulting Professionals, LLC
(Name of Firm)

OFFICIAL ADDRESS



(Authorized Signature)

Owner/President
(Title)

10251 County Road 47

December 28, 2017
(Date)

St Cloud MN 56301



**BIS-PAK®
COVERAGE PART**

BIS-PAK DECLARATIONS

Renewal Declarations

First Named Insured and Address:

CODE CONSULTING PROFESSIONALS
LLC
10251 COUNTY ROAD 47
SAINT CLOUD MN 56301

Agency Name and Number:

RJF, A MARSH & MCLENNAN AGENCY LLC
5879-GK

Policy Number: Z13091

Policy Period: Effective Date: 01-28-16

Expiration Date: 01-28-17

In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance coverage as stated in the same.

12:01 A.M. standard time at your mailing address shown in the declarations

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CB-0006 (12-12)	Bis-Pak Business Liability and Medical Expenses Coverage Form	\$
CB-0009 (09-04)	Bis-Pak Common Policy Conditions	
CB-1416 (01-10)	Snow Plow Products-Completed Operations Hazard Coverage	
CB-7019 (04-10)	Hired Auto and Nonowned Auto Liability	198.00
CB-7029 (09-04)	Personal and Advertising Injury Exclusion	
CB-7034 (04-10)	Additional Insured - Designated Person(s) or Organization(s)	50.00
CB-1504 (05-14)	Exclusion-Access of Confidential or Personal Info/Data with Limited BI	
CB-0002 (09-14)	Deluxe Bis-Pak Property Coverage Form	
CB-0417 (07-02)	Employment - Related Practices Exclusions	
CB-0564 (01-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
CB-0577 (04-10)	Fungi or Bacteria Exclusion (Liability)	
CB-0601R (01-07)	Exclusion of Loss Due to Virus or Bacteria	
CB-1004 (01-07)	Exclusion of Certain Computer-Related Losses	
CB-7025 (02-07)	Minnesota Changes	
CB-7262 (04-10)	ACUITY Advantages - Property Coverages	
CB-7264 (04-10)	ACUITY Advantages - Liability Coverages	
CB-7296 (01-15)	Cap on Losses from Certified Acts of Terrorism - Property	1.00
CB-7299 (01-15)	Cap on Losses from Certified Acts of Terrorism - Liability	1.00
IL-7012 (03-14)	Asbestos Exclusion	
IL-7076 (05-07)	Minnesota Fire Insurance Surcharge	
IL-7082 (01-15)	Disclosure Pursuant to Terrorism Risk Insurance Act	
Advance Endorsement Premium		\$ 250.00

Policy Number: Z13091
 Effective Date: 01-28-16

PREMIUM SUMMARY

Advance Premium	\$	252.00
Advance Endorsement Premium		250.00
Total Advance Premium	\$	502.00

The Total Advance Premium shown above is based on the exposures you anticipated at the time this coverage part began. We will audit this coverage part in accordance with the Bis-Pak® Liability and Medical Expenses General Condition entitled Premium Audit - Business Liability at the close of the audit period.

PROPERTY COVERAGES PROVIDED

Form: Deluxe

Coverage Item	Premises Number	Building Number	Valuation Basis	Limit of Insurance	Automatic Increase Percentage
Business Personal Property Deductible: \$250	001	001	Replacement Cost	\$ 1,000	N/A

DESCRIPTION OF PREMISES

Premises Number	Building Number	Construction, Occupancy and Location
001	001	FRAME BUILDING INSPECTION SERVICES 10251 COUNTY ROAD 47 SAINT CLOUD MN

MORTGAGEHOLDER NAME AND ADDRESS

NONE

LIABILITY COVERAGES PROVIDED

Coverage Item	Limit of Insurance
Liability and Medical Expenses (Each Occurrence)	\$ 1,000,000
Medical Expenses (Any One Person)	5,000
Damage to Premises Rented to You	100,000
Products-Completed Operations Aggregate Limit	2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	2,000,000

Policy Number: Z13091
 Effective Date: 01-28-16

Premises Number	Building Number	Classification Description	Class Code	Premium Basis ¹	Rate
001	001	Building Inspection Services	96317	30,800 PA	2.23
001	001	Subcontracted Work - Other Than Construction	91591	45,000 TC	.25

¹ PA = Payroll - Rate Applies Per \$1,000 of Payroll
 TC = Total Cost - Rate Applies Per \$1,000 of Total Cost

OPTIONAL COVERAGES PROVIDED

Coverage Item	Limit of Insurance
Hired and Nonowned Auto Liability	Same as Liability Limit
Forgery and Alteration	\$ 2,500
Business Income from Dependent Properties	5,000
Electronic Data	10,000
Interruption of Computer Operations	10,000
Outdoor Signs	10,000
ACUITY Advantages - Liability Coverages	See CB-7264
ACUITY Advantages - Property Coverages	See CB-7262

Coverage Item	Premises Number	Building Number	Limit of Insurance
Business Income and Extra Expense	001	001	Actual Loss Sustained
<i>Money and Securities</i>	001	001	
Inside the Premises			\$ 10,000
Outside the Premises			5,000
Accounts Receivable	001	001	25,000
Valuable Papers	001	001	10,000

BIS-PAK® PLAN

Service

AUDIT PERIOD

Annual

ADDITIONAL NAMED INSURED

WHO IS AN INSURED includes the following Additional Named Insureds:

Policy Number:

Z13091

Effective Date:

01-28-16

NONE

FIRST NAMED INSURED IS:

LIMITED LIABILITY COMPANY

BUILDING INSPECTION SERVICES AGREEMENT

CITY OF ROCKVILLE AND INSPECTRON, INC.

This agreement, made and entered into this 18th day of May, 2011, by and between the City of Rockville, a municipal corporation and political subdivision of the State of Minnesota, (the "City"), and Inspectron, Inc., a Minnesota corporation (the "Building Official").

RECITALS

WHEREAS, Ron Wasmund is a *Certified Building Official* licensed by the State of Minnesota's Department of Labor & Industry and the owner of Inspectron, Inc. Ron Wasmund has declared his desire to perform building code administration for the City; working with third parties where necessary to comply with licensure requirements.

WHEREAS, the Building Official wishes to enter into a contract with the City, as an independent contractor, to provide his service, labor and expertise as the City's Building Official.

WHEREAS, the Building Official is authorized to and is capable of working elsewhere, and is free to carry on any other activity he sees fit, within his own discretion, provided that he performs the tasks undertaken for the City; and,

WHEREAS The City and the Building Official believe it to be in their respective best interests to enter into this Agreement according to the terms and conditions hereinafter set forth.

WITNESSETH

NOW, THEREFORE in consideration of the mutual promises herein, the sufficiency of which are hereby acknowledged, it's agreed between the parties hereto as follows.

STATUS AS CONTRACTOR

1. **Designation of Building Official.** As used in this Agreement, the term Building Official shall also refer individually to Ron Wasmund; it may also refer to his designee, provided that said designee is reasonably deemed acceptable by the City. It is recognized that the Building Official shall rely on the assistance of others to perform the service addressed by this Agreement, but that Inspectron, Inc. shall be ultimately accountable for the performance of his firm.
2. **Independent contractor.** The Building Official is an independent contractor and is not an employee of the City. In performing his duties under this contract, the Building Official shall have control over the manner and method of performing the work contracted, only limited to the results required by the City and the procedures required by state law and City ordinance.
3. **No benefits.** The City shall not provide any benefits of any sort typically the responsibility of an employer to an employee, including, by way of illustration, but not necessarily limited to, paid vacations, sick days, holidays and overtime, since the Building Official is an independent contractor. It is understood that the City acknowledges that the Building Official is the Building Official for other municipalities, and will have other responsibilities elsewhere.
4. **No withholdings.** The City shall not withhold monies for payment of federal or state income taxes, or social security benefits, or other employee related benefits, for the Building Official, since the Building Official is not an employee of the City and since the Building Official shall be responsible for his own filing and quarterly estimated, if any.
5. **Employment insurances.** The City shall not be responsible for and shall not carry worker's compensation insurance, or unemployment compensation insurance, nor shall it incur other typical employee expenditures, for the benefit of the Building Official. It is understood that the Building Official has no employees at this time and, in the event he obtains employees, the Building Official shall promptly provide to the City evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes § 176.182, and shall thereafter maintain such coverage in full force and effect during the term of this Agreement.

6. **Vehicle and insurance.** The Building Official shall provide a satisfactory motor vehicle to perform inspections. Said motor vehicle shall have motor vehicle liability insurance coverage for bodily injury in an amount not less than \$500,000.00 per person per accident. Proof of such insurance shall be furnished to the City Administrator
7. **Liability insurance.** The Building Official shall maintain liability insurance for his services in the aggregate amount of \$1,500,000.00, and shall include the City as a named additional insured for the term of this agreement and any extensions thereof. Proof of such insurance coverage shall be furnished to the City Administrator.

SERVICES RENDERED AND RESPONSIBILITIES

8. **Zoning administration.** Although the City's administrative staff shall have ultimate responsibility for administration and enforcement of the Zoning Ordinance of the City of Rockville (the "Zoning Ordinance") and land use regulations; the Building Official shall ensure that permits issued by his firm adhere to the Zoning Ordinance, and the land use regulations of the City; including, but not limited to, Floodplain Regulations, Shoreland Regulations, wetland regulations and the like. The Building Official shall also ensure that the work done on site is consistent in all material respects with the information provided with the building permit, including the site plan, and is otherwise consistent with the City's Zoning Ordinance and land use regulations.
9. **Code updates.** In recognition of the ever changing state and federal building codes, and practices in the building trades, and the need for the City to remain current with its policies, the Building Official shall have responsibility for monitoring said changes on the City's behalf. The Building Official shall furnish model policies upon request of the City when available and provide consultation on matters pertaining to the building codes and land use regulations.
10. **Planning Commission participation.** The Building Official shall attend the meetings of the City's Planning Commission on as needed basis. For attendance at these meetings the Building Official shall be paid at \$60.00/hour.
11. **Council meeting attendance.** The Building Official shall provide, without additional charge to the City, an annual report to the City Council for the building department activity of the previous year. The Building Official shall attend additional meetings upon request of the City Council, and may request compensation for attendance for these other meetings at the hourly rate established by this Agreement, for the time spent at the meeting and travel time to and from said meetings.
12. **Testifying.** In the event the Building Official is called upon to testify on behalf of the City at a City Council meeting, court appearance or otherwise, the City shall compensate the Building Official at the hourly rate established by this Agreement, for the time spent testifying and travel time to and from the site of said testimony.
13. **Professional appearance.** The Building Official shall conduct itself in a courteous and professional manner and maintain a professional appearance at all times when performing services on behalf of the City.
14. **Reporting.** The Building Official shall provide the following reporting information, without additional charge or compensation:
 - a.) **Inspection reports.** The Building Official shall keep record of each inspection performed for each individual permitted project. These records are vital in the event that there is a dispute after the fact. An inspection shall be deemed completed only if there is a record of the date and time of such inspection.
 - b.) **Monthly Building Permit Report.** The Building Official shall transmit to the City in a timely fashion a report of the building permit activity for the preceding calendar month; such report shall be referred to here after as the "Monthly Building Permit Report". The report shall contain the following information: 1) The permit number; 2) The date that the permit was issued; 3) The name of the permittee; 4) The inspections performed during that period; 5) Comments about the inspections performed.
 - c.) **Annual Building Permit Report.** The Building Official shall provide an annual report to the City Council; such report shall be referred to here after as the "Annual Building Permit Report". The report shall merely summarize the activity and contain the following information: 1) A categorization of the permits issued by type of project; 2) The total number of permits issued within each category; 3) The total value of the work performed within each category; 4) The total building permit fees paid for each category, excluding water and sewer Connection Charges; 5) The total plan review fees charged for each category; 6) The total state

surcharge paid for each category; 7) The information shall be provided for the activity within the year upon which the report is based.

- d.) **Final inspections (Certificate of Occupancy).** The City and Building Official recognize the importance of communicating when a structure is fit for occupancy. It is not necessary for the Building Official to provide a formal Certificate of Occupancy for each project, but he shall do so upon request of the permittee or City at no additional charge. Nevertheless, the Building Official shall ensure that there is written documentation of the date of when he considers a permit to be closed out and the date upon which occupancy is permitted, if not the same. Such documentation shall be transmitted to the City within 30 days, and may be in the form of notations on the Monthly Report.
 - e.) **ISO.** The Insurance Service Organization (ISO) maintains a database of the effectiveness of building enforcement programs throughout the country. They conduct surveys of Rockville's program on a rotation of approximately once every five years. The Building Official is required to provide the information necessary to complete the survey in a timely manner, with the assistance of City staff where appropriate. Cost for said service will be reviewed at the time when work is performed.
15. **Response time.** For purposes of this Agreement a "Business Day" shall refer to Monday through Friday, except national holidays that fall on one of those days. The Building Official will make every effort to perform inspections within 24 hours of receipt of the request. Calls for inspections occurring prior to or on a non-Business Day shall be performed not later than the time of the request on the next regular Business Day.
16. **Mileage, training, lodging and meals not paid.** The City shall provide no additional compensation to the Building Official for mileage for travel, training, lodging or meals relating to performance of services to the City.
17. **System of charges.** The following method shall be employed in determining the compensation that shall be provided to the Building Official.
- a.) **Rate Schedule.** The established system of charges for the Building Official's service shall be in accordance with Exhibit A, attached hereto and made a part hereof (the "Rate Schedule"). The Rate Schedule shall be subject to change at any time in the form of amendments to this Agreement, by mutual consent of the City and Building Official.
 - b.) **Hourly rate.** The Rate Schedule shall establish the hourly rate for the Building Official's time spent on matters not otherwise addressed by this Agreement.
 - c.) **Miscellaneous.** If compensation for an activity of the Building Official is not expressly established by this Agreement, it is agreed that the intent of this Agreement is for both the City and the Building Official to mutually determine first whether compensation shall be provided for that specific service, then the extent of such compensation. Such agreement may be by a verbal understanding, but shall be in writing if requested by either party.
 - d.) **City projects.** For significant projects undertaken by the City—such as a water or wastewater facility project—for which special inspections are performed by a third party—such as the City's engineering firm—the Building Official and City shall negotiate an appropriate permit fee, which takes into account the independent project oversight by said third party. Similarly, the plan review fee shall be negotiated, and reduced to reflect the high degree of expertise involved in designing the project. For less significant City projects the Building Official and City shall mutually negotiate appropriate fees for the project.
18. **Distribution of fees.** The Rate Schedule establishes the methods for determining the amount of the fees to be charged for each type of project. The fees shall be shared by the City and Building Official according to the following provisions.
- a.) **Building Permit Fees.** The Building Official shall retain sixty-five percent (65%) of the Building Permit Fees, and the City shall retain thirty-five percent (35%).
 - b.) **Plan Review Fees.** The Building Official shall retain one-hundred percent (100%) of the Plan Review Fees, and the City shall retain zero percent (0%). Plan review fee is based on sixty-five 65% of the building permit fee.

- c.) **Plumbing and heating.** The Building Official shall retain sixty percent (60%) of the amount of any plumbing and heating permits issued, and the City shall retain forty percent (40%).
19. **Billing format.** The Building Official shall submit for payment no more frequently than once per month, and no less frequently than once per quarter. The invoice shall contain at least the following information: 1) The date that the permit was issued; 2) The permit number; 3) name and address of permittee; 4) The amount of the permit; 5) The amount of the State surcharge; 6) The amount due to the Building Official for each permit; and 7) The totals for each of those amounts. The City's current payment procedures provide for City Council review of payments prior to issuance, at a typical rate of twice each month for each of two regularly scheduled monthly meetings. Accordingly, the City shall process for payment at the nearest Council meeting provided that an invoice is received by the Friday preceding the meeting. Should the City fail to make payment within thirty (30) days of receipt of invoices, the Building Official shall be entitled to charge interest on the outstanding balance at a rate of one percent (1%) per month that the amount remains delinquent.
20. **Payment.** Once the Building Official has accepted payment for a particular building permit he agrees to perform all inspections for said permit, and further agrees to voluntarily return a prorated portion of the permit fee and plan review fee if any of the inspections are not provided for whatever reason minus the plan review fee.
21. **Minor responsibilities.** There are a number of responsibilities of both parties, outlined below.
- i. The City shall provide the following:
 - a. Reception service for permit applicants, and shall serve as a clearinghouse for permit exchanges.
 - b. Use of a photocopy machine for City projects.
 - c. Area for storage and display of documents related to building inspection services.
 - d. A place at City Hall to review and process applications.
 - e. Completion of state surcharge reports, and submission of surcharge amounts when due.
 - f. Completion of reports for the U.S. Census Bureau.
 - ii. The Building Official shall furnish the following:
 - a. Permit forms for mechanical, plumbing and general building projects.
 - b. A constant supply of business cards for distribution by City staff.
 - c. Forms that explain the general regulations and types of inspections required for various projects.
 - d. Necessary communication with outside entities with respect to the City's building code administration.
22. **Errors.** In the event that an error is made by the Building Official, he shall inform the City promptly and remedy the matter if practical.
23. **Termination and departure.** This Agreement shall terminate only upon delivery of written notice by one party to the other, and only in accordance with the procedure provided herein.
- i. **If by Building Official.** The Building Official may terminate this Agreement by providing ninety (90) days written notice to the City. Immediately following the official appointment of a different building Official by the City, all new building permits shall be issued by the new firm; and the City shall determine whether the Building Official shall perform remaining inspections for permits previously issued, or whether they will be completed by another firm.
 - ii. **If by City.** Recognizing the potential adverse impacts upon service to customers, the City may terminate this agreement by providing ninety (90) days written notice to building official. In such cases the Building Official shall be under no obligation to issue new permits, and the City shall determine which firm will assume that responsibility thereafter. The City shall determine whether the Building Official shall be permitted to conduct the remaining inspections on permits previously issued; if he declines or if the City determines that it will not permit him to conduct the remaining inspections, the permit fees paid to him for outstanding permits shall be prorated by the number of inspections performed versus those yet to be conducted and the difference returned to the City within fourteen (14) days to allow the City to compensate an alternate firm for completing those inspections.

EXHIBIT A RATE SCHEDULE

VALUE DETERMINATION

For the purpose of calculating the building valuation to be used in determining the permit fee. The following calculations shall be used.

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT VALUE</u>
Dwelling, Main Floor	Square Foot	\$79.78
Dwelling, Second Floor	Square Foot	\$55.85
Duplex	Square Foot	\$89.81
Lower Level, Semi-finished	Square Foot	\$25.65
Lower Level, unfinished	Square Foot	\$15.50
Garage, Attached	Square Foot	\$37.68
Garage, Unattached	Square Foot	\$33.68
Bathroom (Second & Third Finished)	Each	\$2,500.00
Fireplace	Each	\$2,800.00
Brick	Square Foot	\$9.00
Air Conditioner, Residential	Square Foot	\$1.85
Air Conditioner, Commercial & Industrial	Square Foot	\$2.85
Granite Counter Tops	Lineal Feet of Counter	\$60.00
Sun Porch	Square Foot	\$50.00
Deck, Green Treated	Square Foot	\$15.00
Deck, Cedar	Square Foot	\$15.00
Deck, Composition	Square Foot	\$17.60
Window Replacement	Each	\$350.00
Steel Siding	Square Foot	\$1.50

BUILDING PERMIT FEE RATES

<u>FROM</u>	<u>TO</u>	<u>FEE</u>	<u>FROM</u>	<u>TO</u>	<u>FEE</u>
\$0	\$1,500.00	\$25.00	\$1,501.00	\$1,600.00	\$26.50
\$1,601.00	\$1,700.00	\$28.00	\$1,701.00	\$1,800.00	\$29.50
\$1,801.00	\$1,900.00	\$31.00	\$1,901.00	\$2,000.00	\$32.50
\$2,001.00	\$3,000.00	\$35.50	\$3,001.00	\$4,000.00	\$38.50
\$4,001.00	\$5,000.00	\$41.50	\$5,001.00	\$6,000.00	\$44.50
\$6,001.00	\$7,000.00	\$47.50	\$7,001.00	\$8,000.00	\$50.50
\$8,001.00	\$9,000.00	\$53.50	\$9,001.00	\$10,000.00	\$56.50
\$10,001.00	\$11,000.00	\$50.50	\$11,001.00	\$12,000.00	\$62.50
\$12,001.00	\$13,000.00	\$65.50	\$13,001.00	\$14,000.00	\$68.50
\$14,001.00	\$15,500.00	\$71.50	\$15,001.00	\$16,000.00	\$74.50
\$16,001.00	\$17,000.00	\$77.50	\$17,001.00	\$18,000.00	\$80.50
\$18,001.00	\$19,000.00	\$83.50	\$19,001.00	\$20,000.00	\$86.50
\$20,001.00	\$21,000.00	\$89.50	\$21,001.00	\$22,000.00	\$92.50
\$22,001.00	\$23,000.00	\$95.50	\$23,001.00	\$24,000.00	\$98.50
\$24,001.00	\$25,000.00	\$101.50	\$25,001.00 and up multiply valuation by .0055		

Miscellaneous Permits

Fence and Siding Permits \$25.00
 Where compensation is based upon an hourly rate for services provided, the rate shall be \$30.00 per hour.

PLAN REVIEW FEES

The "Plan Review Fee" shall be 65% of the "Building Permit Fee".

PLUMBING FEES

1. **Residential** The fees for plumbing permits shall be:

New House	\$75.00
Remodel	\$40.00
Water Conditioner	\$35.00

Additional If additional inspections are required, the charge shall be \$50.00 per hour. (half hour minimum)

Investigation fee (working without a permit) Equal to permit fee less surcharge

2. **Commercial** The fees for plumbing permits shall be:

Contract Valuation \$2500 or less	\$40.00
Contract Valuation \$2501 and up	1.5% of contract valuation

Additional If additional inspections are required, the charge shall be \$50.00 per hour. (half hour minimum)

Investigation fee (working without a permit) Equal to permit fee less surcharge

Mechanical Permit Fees

Residential The fees for plumbing permits shall be:

New House	\$75.00
Remodel	\$40.00
Fireplace	\$35.00

Additional If additional inspections are required, the charge shall be \$50.00 per hour. (half hour minimum)

Investigation fee (working without a permit) Equal to permit fee less surcharge

2. **Commercial** The fees for plumbing permits shall be:

Contract Valuation \$2500 or less	\$40.00
Contract Valuation \$2501 and up	1.5% of contract valuation

Additional If additional inspections are required, the charge shall be \$50.00 per hour. (half hour minimum)

Investigation fee (working without a permit) Equal to permit fee less surcharge

GENERAL

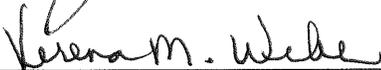
24. **Legal compliance.** The Building Official shall comply with all laws, ordinances, rules and regulations of the State of Minnesota, the United States of America, the City and all other duly constituted public agencies.
25. **Assignment.** The Building Official shall not assign his obligations hereunder without express written agreement previously obtained from the City.
26. **Notices.** Delivery of notices shall be deemed sufficient if delivered personally, or by regular U.S. mail to the following addresses:
- | | |
|--|---|
| City of Rockville
c/o City Administrator
229 Broadway Street East
Rockville, MN 56369 | Ron Wasmund
Inspectron, Inc.
15120 Chippendale Ave., Suite 104
Rosemount, MN 55068 |
|--|---|
27. **Amendment, modification, and waiver.** No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.
28. **Discrimination.** The Building Official shall not, by reason of race, creed or color, in hiring, discriminate against a person or persons who are citizens of the United States or who are resident aliens and who are qualified and available to perform the work to which this employment relates, or in any manner discriminate against or intimidate or prevent the employment of such persons, or, on being hired, prevent or conspire to prevent such person or persons from the performance of work as described herein on account of race, creed or color.
29. **Indemnification and hold harmless.** The Building Official shall hold harmless and indemnify the City from and against any and all expenses, costs, damages and liabilities, including attorney's fees and costs, incurred or sustained by the City, as a result of the Building Officials' alleged or real acts or omissions in performance of this Agreement, or in the event that the Building Official' status as independent contractor is questioned and determined to be otherwise.
30. **No other warranties.** Other than those expressly stated herein, the City has made no other warranties or representations, and the Building Official has not relied on any such warranties or representations, express or implied, relative to this Agreement.
31. **Binding effect.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and to the assigns, executors, personal representatives, heirs, and successors of the parties.
32. **Minnesota law.** This agreement shall be construed and enforced in accordance with the laws of the state of Minnesota.

In witness whereof, the parties have caused this agreement to be executed to be effective the date and year first set forth above.

CITY



Jeff Hagen, Mayor



Verena M. Weber, Administrator/Clerk

BUILDING OFFICIAL



Inspectron, Inc.

(CITY SEAL)