

CONTRACT FOR 2024-2026 ASSESSMENT YEARS
IN THE CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

REVALUATION AND MAINTENANCE CONTRACT

THIS AGREEMENT is by and between Forward Appraisal, LLC, the “Assessor,” and the City of Franklin, Milwaukee County, Wisconsin, the “Municipality.”

WITNESSETH: The Assessor and Municipality, for the consideration stated herein, agree as follows:

SCOPE OF WORK

The assessor, having become familiar with the local conditions affecting the cost of the work, hereby agrees to perform everything required to be performed and to complete professionally all the work necessary for an Interim Market Update of all real property in the Municipality as of January 1, 2024, in accordance with applicable Wisconsin Statutes and this contract. The assessor hereby also agrees to perform everything required to be performed and to complete professionally all the work necessary for the Maintenance of all real property in the Municipality as of January 1, 2025, and January 1, 2026, in accordance with applicable Wisconsin Statutes and this contract.

All work will be performed per the Municipality’s Request for Proposal (Attachment A) and the terms and provisions therein, which are hereby incorporated herein, and the Assessor's Proposal Response (Attachment B)

Assessor’s Proposal Response (Attachment B), page 15, City Obligations, Item 1, is hereby amended to read:

- 1 The Municipality will be responsible for the licensing and cost of CAMA software Market Drive. The Assessor will be responsible for the licensing and cost of Apex Sketch software.

Assessor’s Proposal Response (Attachment B), page 15, City Obligations, Item 4, is hereby amended to read:

4. Contrary to what is stated in the RFP, the Assessor will be responsible for all necessary printing and mailing costs.

VALUATION

For the interim market update and maintenance of all real property in the municipality, the appraiser shall use the computer-assisted appraisal system *Market Drive*.

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COMPENSATION

The Municipality shall pay to the Assessor for the performance of this contract the following compensation:

Time and Materials Costs	Rate per Hour
Conversion – Programmer time to convert the data	\$150
Conversion – Appraiser time to review/cleanup	\$50
Sketching – Technician time to sketch buildings	\$40
Sketching – Appraiser time to re-measure buildings	\$65
Fixed Price	Bid Amount
Assessment work for 2024 (January 1, 2024 – October 31, 2024)	\$550,000
Assessment work for 2025 (November 1, 2024 – June 30, 2025)	\$140,000
Assessment work for 2026 (July 1, 2025 – June 30, 2026)	\$140,000

Fixed Price billings will be done monthly beginning **March 1, 2024**, and conclude on July 1, 2026, with payment due within ten days of invoice date. Payments shall be evenly distributed throughout each assessment work cycle.

Time and Materials Costs will be tracked and provided monthly for the Municipality. Billing for Time and Materials will be done monthly along with the fixed price invoice. The Time and Materials costs may be considered “complete” at the discretion of the Municipality.

TERMINATION

This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. The CONTRACTOR may terminate this AGREEMENT upon thirty (30) days' written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties

If this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material will be delivered to the CLIENT in a completed form or process. CLIENT shall hold CONTRACTOR harmless for any incomplete work due to early termination.

The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive. They are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

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INSURANCE

The Assessor shall maintain and provide proof of insurance coverage as set forth below:

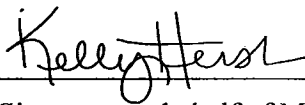
General/Commercial Liability	\$2,000,000 per occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate CITY shall be named as an additional insured on a primary, non-contributory basis
Automobile Liability	\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)
Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property \$2,000,000 minimum aggregate per person, per aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
Worker's Compensation and Employers' Liability	\$1,000,000 single limit \$500,000 per accident

Errors and Omissions (Professional Liability)

The Assessor (Forward Appraisal LLC) does not carry Errors and Omissions. Errors and omissions are corrected or remedied through State prescribed procedures such as Correction of Errors (70.43) or Omitted Property (70.44). We have applied to our insurance company to request if such coverage would be available to us and are awaiting a response

We request that the Municipality accept the exclusion of Errors and Omissions as it is not required under any contract we have engaged with.

Approval of exclusion of Errors and Omissions:



Signature on behalf of Municipality

2/27/2024

Date

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INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the liability limits for municipal claims established by Wisconsin Law.

DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

MISCELLANEOUS PROVISIONS

Professionalism: The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses, and permissions as may be required by law.

Under Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and all materials and products provided by CONTRACTOR under this AGREEMENT shall comply with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local

Conflict of Interest: CONTRACTOR warrants that neither it nor its affiliates have any financial or other personal interest that would conflict with the performance of the services under this Agreement and that neither it nor its affiliates will acquire any such interest directly or indirectly. CONTRACTOR warrants that it immediately notifies the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

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This AGREEMENT may only be amended by written instrument signed by CLIENT and CONTRACTOR.

SUBMITTED this 27th day of February 2024

CITY OF FRANKLIN, WISCONSIN

BY: 

PRINT NAME: John R. Nelson

TITLE, Mayor

DATE: 2-28-2024

Firm Name: Forward Appraisal, LLC
by: Steven J. Shepro
Title: Assessor II
Address: P.O. Box 13434
Green Bay, WI 54307-3434
Phone: 608-206-3002
Email: steve@forwardappraisal.com


FORWARD APPRAISAL, LLC

BY: 

PRINT NAME: Danielle Brown

TITLE, Director of Finance and Treasurer

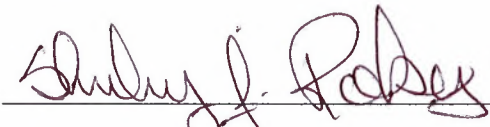
DATE: 3-1-24

BY: 

PRINT NAME: Steven J. Shepro

TITLE, Owner

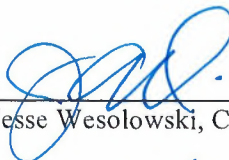
DATE: 2/27/2024

BY: 

PRINT NAME: Shirley J. Roberts

DATE: 2-28-24

Approved as to form:


Jesse Wesolowski, City Attorney

DATE: 3/3/24