

**CITY OF INDEPENDENCE
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2023 between the City of Independence, Iowa, (hereinafter referred to as “City”) and Buchanan County, Iowa. (hereinafter referred to as “County”).

City and County agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The County agrees to perform all required bridge inspections for the City. (hereinafter referred to as “Bridge Inspection Services”. The County will provide the necessary staff, expertise, vehicles, and equipment. Inspections will be completed and submitted to appropriate authorities on a timely basis as required each year during the term of this Agreement.

The following list of services will be provided by the County:

1. Complete routine field inspection of five (5) bridges as required per I.M. 2.120; Inspection Frequency – Routine Inspections (23 CFR 350.311, a).
2. Update the Iowa DOT Structural Inventor and Inspection Management System (SIIMS) with the results of the routine inspections which shall include the following:
 - a. Creation of a new Inspection Report based on existing Central Database values.
 - b. Completion of the Local Agency Field Data Collection forms, which shall include providing unique descriptions for each structure element.
 - c. Upload digital photographs of the bridge, including documentation of the road view, side view, under view, and any deficiencies.
 - d. Submittal of Inspection Report to Program Manager.
 - e. Completion of the Load Rating Evaluation Form.
 - f. Final Program Manager approval of Inspection Reports.
3. Generation of Inspection Summary Binder which shall include paper copies of information uploaded into the SIIMS Database, including SI&A forms, Field Data Collection forms, Scour Analysis forms, and color digital photographs.
4. Prepare a summary report detailing major deficiencies, existing and recommended signage, and maintenance recommendations for all bridges found during routine inspections.
5. Prepare load rating calculations or documentation for the five (5) structures due December 2024 which shall include all legal vehicles and special haul vehicles, emergency vehicles, the five (5) Iowa DOT standard permit vehicles, and the All-Systems Permit vehicles except for the arch bridge on 1st Street West – Permit vehicles will not be allowed to cross this bridge.
6. Update SIIMS rating documentation for all structures.

7. Notify the Iowa DOT that the rating updates have been completed.

ARTICLE II TIME

Time is of the essence in this contract. County agrees to complete inspections and to submit necessary and required reports in a timely manner.

ARTICLE III THE CONTRACT SUM

City shall pay County at an hourly rate of \$75 per hour for work performed under this contract with a total sum not to exceed \$2,500, in return for Bridge Inspection Services.

ARTICLE IV LIABILITY INSURANCE

County shall at all times maintain appropriate insurance related to the provision of Bridge Inspection Services and agrees to provide proof of said insurance to City upon request. County shall provide and shall be responsible for worker's compensation insurance for all of its employees and property/casualty insurance on its equipment, materials and tools.

ARTICLE V INDEMNIFICATION

County shall indemnify and hold harmless the City and its agents and employees from and against any claims, damages, losses and expenses, including, but not limited to attorney fees, arising out of or resulting from the County's performance of Bridge Inspection Services, but only to the extent caused in whole or in part by negligent acts or omissions of the County, or a sub-contractor of County, or anyone else directly or indirectly employed by County, or anyone whose acts the County may be liable for regardless of whether or not such claim, damage, loss, or expenses are caused in part by the party indemnified hereunder.

ARTICLE VI TERM and TERMINATION

The Term of this contract shall be perpetual in nature, subject to City or County having the right, in their sole discretion, to unilaterally terminate this Agreement by providing the other Party at least one year's written notice of intent to terminate. Notice to be delivered in writing to the County Auditor, for County, and to the City Clerk, for City.

ARTICLE VII ASSIGNMENT

County hereby agrees not to assign or sub-contract any portion of its work under this agreement without first receiving written approval of such action by the City.

**ARTICLE VIII
ENTIRE AGREEMENT**

This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreement, either oral or written. No modifications of this agreement shall be binding unless stated in writing and signed by both parties hereto.

Date: _____

Date: _____

Buchanan County

City of Independence

By: _____

By: _____

Title: _____

Title: _____

Approved by City Council by Resolution _____ on _____

Approved by Board of Supervisors by Resolution _____ on _____