

**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 1<sup>st</sup> 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 for work performed not to exceed \$2,500, in return for Bridge Inspection Services. Costs for adding the City as an Additional Insured shall be passed through to the City and the City agrees to pay those costs upon receipt of documentation showing the increased cost to the County. The hourly rate, total sum for work performed, and costs associated with the City being an Additional Insured shall be reviewed and adjusted annually via an addendum to this contract, approved by both the County Board of Supervisors and the Independence City Council.

## **ARTICLE IV COUNTY INSURANCE REQUIREMENTS**

County shall at all times maintain the following coverages related to the provision of Bridge Inspection Services and agrees to provide proof of said insurance to City upon request: General Liability (\$2,000,000 per occurrence combined single limit/\$2,000,000 general aggregate); Automobile Liability (\$1,000,000 combined single limit with respect to bodily injury, property damage, or death); Professional Liability (Errors and Omissions) (\$2,000,000 limit for each claim);. County shall provide and shall be responsible for worker's compensation insurance for all of its employees in form and amounts required by Iowa law (including Employers' Liability in amounts not less than \$500,000); and property/casualty insurance on its equipment, materials, and tools. The County's insurance shall name the City as an additional insured on a primary and non-contributory basis including a waiver of subrogation in favor of the City.

## **ARTICLE V 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 VI 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 VII  
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 \_\_\_\_\_