



# CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

## GROWTH MANAGEMENT

300 Sixth Street  
Rapid City, SD 57701

LF072804-05

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Growth Management Department  
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### MEMORANDUM

TO: Legal & Finance Committee

FROM: Barbara Garcia, Community Development Specialist *BKG*

DATE: July 20, 2004

RE: Rapid City Neighborhood Restoration Program Home Inspection Contract  
LF072804-05

Attached please find a proposed Home Inspection Contract with Hayman and Associates for the Rapid City Neighborhood Restoration Program. The program undertakes approximately 10-15 rehabilitation projects with low income homeowners a year. The program policy and procedures requires a home inspection to be done to identify the needed repairs, prioritize them and establish the Scope of Work. The Inspector also performs escrow release inspections prior to payment of contractors.

Staff anticipates that as many as 25 rehabilitation projects will be completed in the coming year due to the availability of program funds. In previous years, a part time employee was hired to perform these inspections and monitor the actual construction work. Staff is recommending that the inspections be done under a contract rather than hiring an employee, due to the limited work required. This will allow the maximum amount of funds to be available for project costs and most effectively use the available funds.

**Staff Recommendation: Staff recommends approval of the attached contract for home inspections.**



EQUAL OPPORTUNITY EMPLOYER

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

FOR AND IN CONSIDERATION of the mutual benefit of both parties, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Hayman & Associates**, and the **City of Rapid City**, South Dakota, (hereinafter "City"), a municipal corporation under the laws of the State of South Dakota, hereby execute this Agreement subject to the following terms and conditions:

1. The term of this Agreement is one year from the date of execution;
2. The purpose of this Agreement is to allow Hayman and Associates to perform professional home inspections, and to provide a proposed Scope of Work for rehabilitation resulting thereof for the purposes of the City of Rapid City Neighborhood Restoration Program;
3. City will provide a written request for the performance of each home inspection;
4. Hayman and Associates will perform all home inspections in a timely manner and will provide a written report of the inspection;
5. The home inspection will include a standard home inspection evaluation of the home and its structural and mechanical systems, a summary of significant findings, and an itemized list of recommended repairs prioritized by:
  - i. required structural/basic house system repairs
  - ii. health/safety related repairs
  - iii. elective repairs
  - iv. an estimation range of the repair costs, and
  - v. an invoice for the inspection;
6. Hayman & Associates will perform completion inspections of the work identified on the Scope of Work prior to release of funds to a contractor;
7. The charge for the home inspection will be \$250.00;
8. The charge for re-inspection for release of funds will be \$50.00 total for one to three return trips to the property;
9. The maximum annual contract amount may not exceed \$7,500.
10. It is understood that there is no guaranty of a minimum or maximum number of inspections per year. The number of rehabilitation projects each year is dependant upon receipt of funding and the maximum annual contract amount;
11. The City of Rapid City's Community Development Specialist, Community Planning Coordinator and Growth Management Director are the City's designated representatives authorized to order each home inspection;
12. Hayman & Associates will not be under the supervision, direction or control of any employee of the City while engaged in the conduct of the home inspections or re-inspections;

13. Hayman & Associates knowingly, intelligently and voluntarily agrees to indemnify and hold harmless the City, and its employees, officers and agents, in whole or in part, from any claim, loss, damages, or expenses arising as a result of any services performed under this Agreement, whether direct or indirect, whether to person or property, and including worker compensation claims;
14. This Agreement is renewable by agreement of the parties within thirty (30) days of its expiration.

Dated this 19 day of July, 2004.

HAYMAN AND ASSOCIATES

CITY OF RAPID CITY:

  
Paul Hayman

Jim Shaw, Mayor

ATTEST:

(SEAL)

Jim Preston, Finance Officer