

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**, (hereinafter "Contractor") 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:
 - a) required structural/basic house system repairs,
 - b) health/safety related repairs,
 - c) elective repairs,
 - d) an estimation range of the repair costs, and
 - e) 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 and the City Attorney 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 defend, 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 written agreement of the parties within thirty (30) days of its expiration.

Dated this 5th day of May, 2009.

HAYMAN AND ASSOCIATES

CITY OF RAPID CITY:



Dan Blecha, Owner

Alan Hanks, Mayor

ATTEST:

Jim Preston, Finance Officer

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Date

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF PENNINGTON)

On this _____ day of _____, 2009 before me, a Notary Public,

personally appeared _____, known to me to be the Mayor of the City of Rapid City, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF PENNINGTON)

On this 5th day of May, 2009, before me, a Notary Public,

personally appeared Dan Blecha, known to me to be the Owner of Hayman & Associates, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Dee Lois Lembcke
Notary Public

My Commission Expires:

10-10-2009

(SEAL)

