

RESOLUTION 2021 887

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING AN AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE INSPECTION OF COUNTY OWNED BRIDGES

WHEREAS, per WAC 136.20.030 and the National Bridge Inspection Standards all County owned bridges must be regularly inspected; and

WHEREAS, the County has staff that is certified to inspect our bridges, however, the County doesn't own the proper equipment to inspect a small number of our bridges; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has the equipment and qualified staff to operate the equipment; and

WHEREAS, pursuant to RCW 47.28.140, WSDOT and Benton County can enter into an Agreement to have WSDOT perform the needed bridge inspections; and

WHEREAS, WSDOT has prepared an Agreement with the estimated hourly costs and per diem of providing this service and our Civil Deputy Prosecuting Attorney has reviewed and approved said Agreement; and

WHEREAS, the County Engineer recommends the Board approve the Agreement with WSDOT at a total estimated cost of \$23,685.89, subject to change by amendment and agreement by both parties; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the County Engineer's recommendation and approves Bridge Inspection Agreement #GCB 3420 with the Washington State Department of Transportation with a total estimated cost of \$23,685.89; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the WSDOT Bridge Inspection Agreement attached hereto; and

BE IT FURTHER RESOLVED, this Agreement shall remain in effect for ten (10) years from the date of execution unless extended by written amendment.

Dated this 14th day of December 2021.

JEROME DELVIN - ABSENT

Chairman

[Handwritten Signature]

Chairman Pro-Tem

[Handwritten Signature]

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: *[Handwritten Signature: Maribel Flores]*
Clerk of the Board



APPROVED AS TO FORM:

The Bridge Inspection Agreement #GCB 3420 with Washington State Department of Transportation for periodic bridge inspection work on County owned bridges by WSDOT staff has been reviewed and approved as to form:

A handwritten signature in black ink, appearing to read "Reid Hay", is written over a horizontal line.

Reid Hay, Deputy Prosecuting Attorney

12/2/21

Date

Bridge Inspection Agreement	Local Agency and Address Name: Benton County Address: Dept of Public Works, P.O. Box 1001 City, State, Zip: Prosser, WA 99350-0954
Agreement Number GCB 3420	Exhibits A. SCOPE OF WORK; B. COST RATES

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the above-named entity, hereinafter "LOCAL AGENCY," collectively "Parties" and individually "Party."

WHEREAS, the LOCAL AGENCY, on a periodic basis, has a need to have certain bridges under its jurisdiction and responsibility regularly inspected, and

WHEREAS, WSDOT has the qualified personnel and equipment and is willing to performing the bridge inspection work as mutually agreed upon,

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and provisions contained herein, and the attached Exhibits A and B, which are by this reference made a part of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL TERMS, SCOPE OF WORK, AND TERM

1.1 This Agreement provides the terms and conditions for WSDOT periodic bridge inspection work to be performed on LOCAL AGENCY-owned bridges at the LOCAL AGENCY's request and expense. The bridges to be inspected are listed in Exhibit A, Scope of Work. WSDOT shall initiate the inspections of the bridges listed in Exhibit A when each bridge is due for an inspection unless LOCAL AGENCY notifies WSDOT in writing not to inspect a bridge 60 days prior to the bridge's due date. Also included in Exhibit A are the estimated hours to complete each type of inspection on each bridge and the next anticipated dates for their inspection.

1.2 The LOCAL AGENCY does not guarantee a minimum number of bridge inspection requests, and WSDOT does not guarantee to perform any or all of the LOCAL AGENCY bridge inspection request(s). Should WSDOT decline to perform a requested bridge inspection for any reason, WSDOT shall not be liable for any costs incurred by the LOCAL AGENCY or damages incurred by any third party related to WSDOT's decision not to perform a requested bridge inspection.

1.3 WSDOT, on behalf of the LOCAL AGENCY or in conjunction with the LOCAL AGENCY, may perform bridge inspection work for the LOCAL AGENCY upon request. Bridge inspection requests for bridges not listed in Exhibit A shall be made in writing. Each request shall identify the bridge to be inspected and the type of inspection. WSDOT will respond in writing to the LOCAL AGENCY's request within fifteen (15) calendar days. WSDOT will identify the estimated time for the inspection and the estimated cost. Inspection dates will be mutually agreed upon by the Parties.

1.4 For bridge inspections where WSDOT provides the lead bridge inspector along with WSDOT equipment and an operator, WSDOT shall provide a draft bridge inspection report to the LOCAL AGENCY's Contract Administrator listed below. WSDOT shall enter the completed

inspection report data into the Bridgeworks database. The LOCAL AGENCY shall have five (5) business days to review and comment upon the draft bridge inspection report prior to a final bridge inspection report being prepared by WSDOT. The final bridge inspection report shall be prepared within ten (10) business days after receipt of the LOCAL AGENCY's comments, if any. Business days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050 and any Party's furlough days.

WSDOT agrees that the LOCAL AGENCY may use its own certified lead bridge inspector to work with WSDOT's equipment and operator. Should the LOCAL AGENCY choose to provide its own certified lead bridge inspector, the LOCAL AGENCY shall be solely responsible for preparing its own bridge report.

Contract Administrator: Jeff Liner
Title: Engineering Associate II
Email address and phone number: Jeff.Liner@co.benton.wa.us, (509)786-5611
Mailing address: Dept of Public Works, P.O. Box 1001
Prosser, WA 99350-0954

1.5 Traffic control, if needed, will be provided by the LOCAL AGENCY at its sole cost. Traffic control costs are not included in the WSDOT cost rates.

1.6 Term: This Agreement shall remain in effect for ten (10) years from the date of execution, at which time this Agreement shall automatically terminate, unless extended by written amendment according to the conditions in Section 3, Amendment, below.

2. BILLING AND PAYMENT

2.1 The LOCAL AGENCY agrees to reimburse WSDOT for actual direct and related indirect costs to perform the bridge inspection work as requested by the LOCAL AGENCY at the then current WSDOT cost rate. Upon completion of the work, WSDOT shall submit a detailed invoice, identifying the bridge(s) inspected, the inspection hours worked, the type of inspection, the rates to be applied, and the total amount due.

2.2 WSDOT's current billing rates are shown in Exhibit B, Cost Rates. It is anticipated that these rates will increase over the life of the Agreement, and the LOCAL AGENCY acknowledges and agrees that WSDOT shall bill its current rates at the time the bridge inspection work is performed.

2.3 The WSDOT may submit invoices at any time, but not more frequently than once per month. WSDOT shall send appropriately documented invoices for work completed to the following address:

Local Agency: Benton County
Attention: Jeff Liner
Address: Dept of Public Works, P.O. Box 1001
City, State, Zip: Prosser, WA 99350-0954

2.4 The LOCAL AGENCY agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an invoice (the "Due Date"). In the event the LOCAL AGENCY fails to make payment by the Due Date, the LOCAL AGENCY will pay WSDOT interest on outstanding balances at the

rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

If the LOCAL AGENCY objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the LOCAL AGENCY shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for in Section 7. No interest shall be due on any portion of an invoice the LOCAL AGENCY is determined not to owe following settlement between the Parties or completion of dispute resolution process.

The LOCAL AGENCY shall remit all payments to the following address:

Washington State Department of Transportation
CASHIER
P.O. BOX 47305
OLYMPIA, WA 98504-7305

3. AMENDMENT

3.1 The Parties may mutually amend this Agreement at any time. The amendments shall not be binding unless they are made in writing and signed by personnel authorized to bind each Party, prior to performing any of the bridge inspection work that would be covered by the amendment.

4. TERMINATION

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, including all non-cancellable obligations.

5. LEGAL RELATIONS

5.1 WSDOT's relation to the LOCAL AGENCY shall be at all times as an independent contractor. Further, WSDOT shall perform the work as provided under this Agreement solely for the benefit of the LOCAL AGENCY and not for any third party.

6. INDEMNIFICATION

6.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the WSDOT, its employees and/or authorized agents and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents.

6.2 The terms of this Section shall survive termination of this Agreement.

7. DISPUTE RESOLUTION

7.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to Section 7.1D. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the representatives cannot resolve the dispute or issue, the LOCAL AGENCY, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. In the event the LOCAL AGENCY and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the LOCAL AGENCY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

8. VENUE AND ATTORNEY'S FEES

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.

9. RIGHT OF ENTRY

9.1 The LOCAL AGENCY hereby grants to the WSDOT a right of entry upon all land in which the LOCAL AGENCY has interest, within or adjacent to the right of way of the bridge to be inspected for the purpose of accomplishing the work described in this Agreement. Such right of entry shall commence upon execution of this Agreement and shall continue until termination of this Agreement under any applicable provision.

10. SEVERABILITY

10.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the Parties below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Benton County

Evan M. Grimm 12/15/2021
Signature Date

[Signature] 12-14-21
Signature Date

Evan M. Grimm
Printed Name

[Signature]
Print Name Chairman







Bridge Preservation Engineer
Title

Commissioner - Pro-Tem
Title

Approved as to Form by:
[Signature] 5/12/2021
Signature Date

Mark F. Schumock
Assistant Attorney General

Agreement Scope for Benton County (GCB3420) Exhibit A

-  Scheduled
-  Ready to Bill
-  Cancelled
-  Billed Not Paid
-  Report In Progress
-  Paid

Structure Id	Bridge No	Bridge Name	Type	Freq.	Last Insp.	Next Insp.	2022	2023	2024	2025	2026	2027	2028	2029	2030
08156700	309500042	DISTRICT LINE CHANDLER	2MNU	24		12/1/2023		\$1,217.56		\$1,217.56		\$1,217.56		\$1,217.56	
08591800	121500000	GRANT AVE BRIDGE	2MNU	72		6/1/2025				\$1,679.27					
08359100	301000146	HESS ROAD CHANDLER BRDG	2MNU	24		12/1/2023		\$1,217.56		\$1,217.56		\$1,217.56		\$1,217.56	
08376500	301000093	HESS RD CHANDLER BRIDGE	2MNU	24		12/1/2023		\$1,217.56		\$1,217.56		\$1,217.56		\$1,217.56	
08672200	518000027	TWIN BRIDGES NORTH XING	2MNU	72		6/1/2025				\$1,262.83					
08672300	518000009	TWIN BRIDGES SOUTH XING	2MNU	72		6/1/2025				\$1,262.83					
08226000	221501583	OIEH CHANDLER BRIDGE	2MNU	24		12/1/2023		\$1,217.56		\$1,217.56		\$1,217.56		\$1,217.56	
Total for Year								\$4,870.24		\$9,075.17		\$4,870.24		\$4,870.24	
Cumulative Total							\$0.00	\$4,870.24	\$4,870.24	\$13,945.41	\$13,945.41	\$18,815.65	\$18,815.65	\$23,685.89	\$23,685.89

Exhibit B

Cost Rates Bridge Inspection Estimated Hourly Rate

Type of Inspection	Estimated Hourly Labor Rates	Estimated Hourly OT Labor Rates	Estimated Hourly Equipment Rates
2 MAN UBIT INSPECTION			
1 Bucket Operator & 1 UBIT Driver	\$ 141.58	\$ 184.98	\$ 77.14
Excludes Lead Inspector			
<i>BE3-BE3</i>			
3 MAN UBIT INSPECTION			
1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver	\$ 225.99	\$ 296.49	\$ 77.14
<i>BE3-BE3-BE5</i>			
ROUTINE/SAFETY INSPECTION			
1 Lead Inspector & 1 Co-Inspector	\$ 155.20	\$ 204.00	\$ 4.20
<i>BE5-BE3</i>			
DECK/TUNNEL/FERRY TERMINALS			
1 Lead Inspector & 1 Co-Inspector	\$ 168.82	\$ 223.02	\$ 10.93
<i>BE5-BE5</i>			
UNDERWATER BRIDGE INSPECTION			
3 Man Dive Team	\$ 253.23	\$ 334.53	\$ 20.81
<i>BE5-BE5-BE5</i>			
UNDERWATER BRIDGE INSPECTION			
4 Man Dive Team	\$ 337.64	\$ 446.04	\$ 20.81
<i>BE5-BE5-BE5-BE5</i>			

Title: Hourly Labor Rates 9/1/21	Estimated Hourly Rate:	Estimated O/T Hourly Rate:
Bridge Engineer 3 - Range 64	\$ 70.79	\$ 92.49
Bridge Engineer 4 - Range 68	\$ 77.25	\$ 101.62
Bridge Engineer 5 - Range 72	\$ 84.41	\$ 111.51
Bridge Engineer 6 - Range 76	\$ 92.26	\$ 122.33

Inspection Vehicles: Rates Assumed 7/1/21		
Ford	E350 4x4 Van	\$ 4.20
Ford	F250	\$ 5.69
Ford	Econoline Van E350	\$ 4.20
Ford	F450	\$ 9.60
2019 Munson	26 FT Dive Aluminum	\$ 11.21
Boat W/Trl & Trailer Tandem Shell	Boat W/Trl	\$ 1.33
Inernational	UBIT 62 Foot	\$ 72.94

Notes:

Actual Labor Rates will be charged

Fiscal Year 2021 Federal Indirect Cost Rate of 12.98% will be added to Invoices

Hourly Rates Do Not Include Traffic Control

**Exhibit "B" Cost Rates
Bridge Inspection Estimated Hourly Rate**

County	Seasonal Lodging Rates	Total Daily Rate Meals & Lodging Without Tax
Adams County		\$ 155.00
Asotin County		\$ 155.00
Benton County		\$ 174.00
Chelan County		\$ 155.00
Clallam County	7/1 - 8/31	\$ 235.00
	9/1 - 6/30	\$ 178.00
Clark County	6/1 - 10/31	\$ 256.00
	11/1 - 5/31	\$ 226.00
Columbia County		\$ 155.00
Cowlitz County	6/1 - 10/31	\$ 256.00
	11/1 - 5/31	\$ 226.00
Douglas County		\$ 155.00
Ferry County		\$ 155.00
Franklin County		\$ 174.00
Garfield County		\$ 155.00
Grant County		\$ 155.00
Grays Harbor County	7/1 - 8/31	\$ 211.00
Grays Harbor County	9/1 - 6/30	\$ 185.00
Island County		\$ 155.00
Jefferson County	7/1 - 8/31	\$ 235.00
	9/1 - 6/30	\$ 178.00
King County	5/1 - 10/31	\$ 311.00
	11/1 - 4/30	\$ 255.00
Kitsap County		\$ 155.00
Kittitas County		\$ 155.00
Klickitat County		\$ 155.00
Lewis County		\$ 155.00
Lincoln County		\$ 155.00
Mason County		\$ 155.00
Okanogan County		\$ 155.00
Pacific County		\$ 155.00
Pend Oreille County		\$ 155.00
Pierce County		\$ 195.00
San Juan County		\$ 155.00
Skagit County		\$ 155.00
Skamania County	6/1 - 10/31	\$ 256.00
	11/1 - 5/31	\$ 226.00
Snohomish County	6/1 - 8/31	\$ 213.00
	9/1 - 5/31	\$ 190.00
Spokane County		\$ 184.00
Stevens County		\$ 155.00
Thurston County	9/1 - 10/31	\$ 186.00
	11/1 - 8/31	\$ 207.00
Wahkiakum County		\$ 155.00
Walla Walla County		\$ 155.00
Whatcom County		\$ 155.00
Whitman County		\$ 155.00
Yakima County		\$ 155.00

Fiscal Year 2021 Federal Indirect Cost Rate of 12.98% will be added to Invoices