

<b>Bridge Inspection Agreement</b>	Local Agency and Address Name: City of Longview Address: 1525 Broadway City, State Zip: Longview, WA 98632-7080
Agreement Number GCB 1194	Exhibits A. SCOPE OF WORK; B. COST RATES

This Agreement is made and entered into by and 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 agreeable 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. 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 the acceptance of any 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. 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 employee or the employee of another governmental agency to act as lead bridge inspector to work with WSDOT's equipment and operator. Should the LOCAL AGENCY choose to provide its own employee or an employee of another governmental agency to act as lead bridge inspector, the LOCAL AGENCY shall be solely responsible for preparing its own bridge report. The LOCAL AGENCY may not use private consultants as lead bridge inspectors, and in such cases, WSDOT shall not permit the use of its equipment and operators.

Craig Bozarth, PE  
City Engineer  
Craig.bozarth@ci.longview.wa.us  
City of Longview  
1525 Broadway  
Longview, WA 98632-7080

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:

City of Longview  
Attn: Craig Bozarth, PE  
1525 Broadway  
Longview, WA 98632-7080

2.4 The LOCAL AGENCY agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an adequately documented invoice. 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

2.5 The maximum amount payable by LOCAL AGENCY to reimburse WSDOT for all work performed during the term of this Agreement shall not exceed Ninety Five Thousand Dollars (\$95,000.00), unless this Agreement is amended per Section 3, Amendment.

### **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 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the LOCAL AGENCY shall each appoint a member to a disputes board. These two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees and agree to equally share in the cost of the third disputes board member.

## **8. VENUE AND ATTORNEYS 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 attorneys 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

City of Longview

\_\_\_\_\_  
Signature Date

Harvey L. Coffman  
Name

Bridge Preservation Engineer  
Title

\_\_\_\_\_  
Signature Date

Robert J. Gregory  
Print Name

City Manager  
Title

Approved as to Form by:

/s/ \_\_\_\_\_ 2/9/2012  
Signature Date

Ann E. Salay  
Printed Name

\_\_\_\_\_  
Assistant Attorney General