

Bridge Inspection Agreement	Local Agency and Address Name: King County DOT Address: 201 S. Jackson Street, Suite 200 City, State Zip: Seattle, WA 98104-3856
Agreement Number GCB 1225	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.

Tim Lane, P.E.
Supervising Engineer – King County DOT
Tim.Lane@Kingcounty.gov
King County DOT
201 S. Jackson Street, Suite 200
Seattle, WA 98104-3856

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 one (1) year 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:

King County DOT
Attn: Tim Lane, P.E.
201 S. Jackson Street, Suite 200
Seattle, WA 98104-3856

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 Twenty Five Thousand Dollars (\$25,000.00), 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

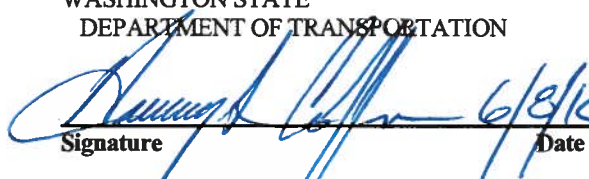
9.1 The LOCAL AGENCY hereby grants to the WSDOT a right of entry upon all land in which the LOCAL AGENCY has interest, within or adjacent to the right of way of the bridge to be inspected for the purpose of accomplishing the work described in this Agreement. Such right of entry shall commence upon execution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

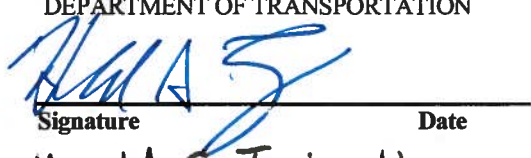
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION


Signature _____ Date _____

Harvey L. Coffman
Printed Name

Bridge Preservation Engineer
Title

KING COUNTY
DEPARTMENT OF TRANSPORTATION


Signature _____ Date _____

Harold S. Taniguchi
Print Name

Interim Division Director
Title
Road Services Division

Exhibit "A"
 Scope of Work and Cost Estimate
 King County
 Agreement GCB 1225

Structure ID	Bridge No.	Bridge Name	2 MAN UBIT	Freq.	Hours	Last Insp.	Next Insp.	2012	2013	Total Hours
08259200	364A	DEEP CREEK	King County	12	4	6/21/11	6/20/2012	4	4	8
08066000	1320A	AMES LAKE TRESTLE	King County	24	3	9/1/10	8/31/2012	3		3
08434900	2605A	FOSS RIVER	King County	24	2.5	8/5/10	8/4/2012	2.5		2.5
08329400	3130	ALVORD "T"	King County	12	5	6/1/11	5/31/2012	5		5
08779700	364B	WAGNERS BRIDGE	King County	48	1	8/5/08	8/4/2012	1		1
08278600	999Z	SKYKOMISH RIVER	King County	48	1	7/8/08	7/7/2012	1		1
08435700	1726A	MEADOWBROOK BR	King County	24	4	6/27/11	6/26/2013		4	4
08481100	3086OX	BERRYDALE OX	King County	24	3	3/15/11	3/14/2013		3	3
08109700	TUKWILA-14	42ND AVENUE SOUTH BR	Tukwila	24	4	4/12/11	4/11/2013		4	4
									TOTAL	31.5
Cost										
				Type of Insp	Rate	OH~10.01%	Total	2012	2013	Total Dollars
08259200	364A	DEEP CREEK	King County	2 MAN UBIT	\$ 634	\$ 63	\$ 697.46	\$ 2,790	\$ 2,790	\$ 5,580
08066000	1320A	AMES LAKE TRESTLE	King County		\$ 634	\$ 63	\$ 697.46	\$ 2,092		\$ 2,092
08434900	2605A	FOSS RIVER	King County		\$ 634	\$ 63	\$ 697.46	\$ 1,744		\$ 1,744
08329400	3130	ALVORD "T"	King County		\$ 634	\$ 63	\$ 697.46	\$ 3,487		\$ 3,487
08779700	364B	WAGNERS BRIDGE	King County		\$ 634	\$ 63	\$ 697.46	\$ 697		\$ 697
08278600	999Z	SKYKOMISH RIVER	King County		\$ 634	\$ 63	\$ 697.46	\$ 697		\$ 697
08435700	1726A	MEADOWBROOK BR	King County		\$ 634	\$ 63	\$ 697.46	\$ 2,790	\$ 2,790	\$ 2,790
08481100	3086OX	BERRYDALE OX	King County		\$ 634	\$ 63	\$ 697.46	\$ 2,092	\$ 2,092	\$ 2,092
08109700	TUKWILA-14	42ND AVENUE SOUTH BR	Tukwila		\$ 634	\$ 63	\$ 697.46	\$ 2,790	\$ 2,790	\$ 2,790
									TOTAL	\$ 21,970

This agreement is for the 2012 and 2013 inspection only. A new 10 year agreement will be sought at the conclusion of this agreement.

"King County is entering into this Bridge Inspection Agreement pursuant to KCC 4.16.040. In accordance with Section 4.1, King County gives its notice to terminate this Bridge Inspection Agreement one year from the date of execution."

Exhibit 'B'
Bridge Inspection Cost Rate Summary

TYPE OF INSPECTION	Regular Hourly Cost Rate	Overtime Hourly Cost Rate
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector NO PER DIEM & LODGING/DAY TRIP	\$588.00	\$620.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector REGULAR COST PER DIEM & LODGING	\$615.00	\$647.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector MEDIUM COST PER DIEM & LODGING	\$620.00	\$652.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector HIGH COST PER DIEM & LODGING	\$634.00	\$666.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver NO PER DIEM & LODGING/DAY TRIP	\$821.00	\$873.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver REGULAR COST PER DIEM & LODGING	\$863.00	\$915.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver MEDIUM COST PER DIEM & LODGING	\$870.00	\$922.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver HIGH COST PER DIEM & LODGING	\$890.00	\$942.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector NO PER DIEM & LODGING/DAY TRIP	\$476.00	\$512.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector REGULAR COST PER DIEM & LODGING	\$504.00	\$540.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector MEDIUM COST PER DIEM & LODGING	\$509.00	\$545.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector HIGH COST PER DIEM & LODGING	\$522.00	\$558.00

Notes:

Fiscal Year 2012 Federal Indirect Cost Rate of 10.01% will be added to Invoices
Hourly Cost Rates Includes the bridge inspection report
Hourly Cost Rates Do Not Include Traffic Control

Exhibit 'B'

**Underwater Bridge Inspection Cost Rate Summary
BPO Underwater Bridge Inspection Program
Based on hours on site plus flat rate for report
Rates effective 8/1/2011**

Cost Per Dive Inspection Hour (on-site hours)

\$1,420	4-man dive team (most State structures)
\$1,065	3-man dive team (For most Local Agency Bridges)

Cost Per Dive Inspection Report

\$1,800	State Bridges
\$2,400	WSF Ferry Terminals
\$1,200	LA and Other Agreements External to WSDOT

Notes:

Fiscal Year 2012 Federal Indirect Cost Rate of 10.01% will be added to Invoices