



## COUNTY COMMISSIONERS

Cathy Wolfe  
District One

Sandra Romero  
District Two

Bud Blake  
District Three



**PUBLIC WORKS**  
An Accredited Agency of the  
American Public Works Association

Ramiro A. Chavez, P.E., PgMP  
Director

## Scope of Work

### City of Tenino Inspections

#### Introduction

This scope of work is consistent with the requirements of section III, "Request for Services", of the Master Interlocal Agreement No. 034-2014-021 between Thurston County and City of Tenino.

The Federal Highway Administration (FHWA) requires agencies to follow the National Bridge Inspection Standards (NBIS) program. The NBIS program requires that each agency have the following:

1. A bridge inspection organization composed of individuals who satisfy the NBIS qualifications for bridge program personnel.
2. A bridge inventory containing a record for each local agency owned reportable bridge. A reportable bridge is defined as a structure that exceeds 20 feet in length.
3. Master lists with a schedule for the regular inspection of all bridges at inspection frequencies required by the NBIS.
4. An official bridge file for each structure in the bridge inventory.

Thurston County uses the Washington State Bridge Inventory System (WSBIS) for its bridge inventory. The City of Tenino currently owns three bridges included Thurston County's bridge inventory.

Bridge Name	Bridge #	Roadway	Crossing	Year Built	Length
Morningside Bridge	M-11	Morningside Dr	Scatter Crk	1995	36.0 feet
McDuff Road Bridge	Mc-3	143 <sup>rd</sup> Ave	Scatter Crk	1987	62.0 feet
Old Hwy 99 Bridge	O-8	Old Hwy 99	Scatter Crk	1923	66.0 feet

A vicinity map with the location of these bridges is attached.

Thurston County's inventory includes bridges that are reportable or non-reportable, i.e, bridges greater than 20 feet in length and those equal to or less than 20 feet in length. The non-reportable bridges do not meet the required NBIS length of 20 feet. Reportable bridges must be included in the federal (FHWA) bridge inventory. The City of Tenino's bridges are all reportable.

The NBIS program requires that reportable bridges receive routine inspections. A routine inspection is performed at regular intervals not to exceed 24 months. The routine inspection identifies the current structural and hydraulic adequacy and condition of the bridge. Included in

the routine inspection report are repair recommendations and recommendations for further analysis or investigation.

The below described work is included in the scope for Thurston County to provide bridge inspection and record keeping services for the City of Tenino. The inspections and record keeping would meet the requirements of the NBIS program.

Per Section X of the Interlocal Agreement the County and the City of Tenino shall hold harmless and indemnify the other respective party for the work described below.

### **Scope of Work**

#### **Task 1.0: Routine Bridge Inspections**

This task is to provide a routine inspections of the Morningside (M-11), McDuff Road (Mc-3) and Old Hwy 99 (O-8) bridges per NBIS requirements, at frequencies not to exceed twenty-four (24) months. Thurston County will provide all necessary supplies, tools and equipment to perform the inspection, including traffic control if required. The team leader for the inspection will be a certified NBIS bridge inspector. A bridge inspection report will be completed for each inspection. The bridge inspection report includes:

- Documenting the physical and functional conditions of the bridge by taking photos, measurements, soundings and creating sketches as needed.
- Identifying and documenting changes from new or previous conditions.
- Documenting that the bridge continues to satisfy present service conditions.
- Updating critical findings (if applicable).
- Recommendations for repair, analysis or further investigation.

Each inspection report will be reviewed by a licensed Professional Engineer. This work also includes an on-site visit with City of Tenino's staff after the bridge inspections have been completed to discuss findings. Based upon findings, analysis or emergency events more frequent inspections may be required. Additional services will be billed as part of task 3.

#### **Task 1.1 Deliverables**

The following deliverables will be given to the City of Tenino at the completion of each bridge inspection:

- WSBIS Inventory Report.
- Bridge Inspection Report.

#### **Task 2.0: Bridge Records**

This task includes maintaining comprehensive bridge records for the Morningside (M-11), McDuff Road (Mc-3) and Old Hwy 99 (O-8) bridges per the requirements of the 2014 WSDOT Bridge Inspection Manual. Each bridge record will include:

- The most current WSBIS Inventory Report
- The most current and all previous bridge inspection reports signed and dated by the lead inspector responsible for the inspection.

- A copy of any Critical Damage Bridge Repair Reports.
- Photographs or sketches of the bridge with descriptions including the date and orientation.
- Maintenance records with repair recommendations and other maintenance activities.
- Load rating calculations stamped, signed and dated by the professional engineer responsible.
- Bridge plans or detailed drawings.

#### Task 2.1: Bridge Records

The bridge records for Morningside (M-11), McDuff Road (Mc-3) and Old Hwy 99 (O-8) bridges will be kept at the Thurston County's Public Works facility located at 9605 Tilley Rd, Olympia.

#### Task 3 Additional Services

If additional services are requested by City of Tenino, Thurston County will provide appropriate services on a time and materials basis once a mutually agreed defined scope of work is established.

### **Compensation**

Below is the fee estimate for this scope of work:

Task	Description	Bridge	Engineer	Lead Inspector	Assistant Inspector
1.0	Routine Bridge Inspections	M-11	2	5	4
		Mc-3	2	5	4
		O-8	2	5	4
2.0	Bridge Record	M-11	2	1.5	1
		Mc-3	2	1.5	1
		O-8	2	1.5	1
3.0	Additional Services	M-11	0	0	0
		Mc-3	0	0	0
		O-8	0	0	0
	<b>Total Hours</b>		12	19.5	15
	<b>Billing Rate</b>		\$74.00	\$63.00	\$59.00
	<b>Total</b>		\$888.00	\$1,229.00	\$885.00
	<b>Grand Total</b>		<b>\$3,002</b>		

The estimated cost to do the routine inspections and record keeping for the Morningside (M-11), McDuff Road (Mc-3) and Old Hwy 99 (O-8) bridges is \$3,000 every two years. The billing rates above based upon 2015 labor costs. The actual rates will adjust annually.

If any overruns occur due to unexpected activities or conditions Thurston County will notify City of Tenino and will continue to provide appropriate services on a time and materials basis only after being mutually agreed upon in writing by the City.

### **Agreement**



This scope of work is consistent with requirements included in Section III, Request For Services, of Master Interlocal Agreement No. 034-2013-011 between Thurston County and City of Tenino. This work shall be incorporated into and become part of the Interlocal Agreement.

The following authorized officials have approved this additional scope of work. All other terms and conditions of the Contract to Perform Governmental Activities between Thurston County and City of Tenino, Agreement No. 034-2014-021 remain the same.

Thurston County:

By: RAMIRO A. CHAVEZ  
Signature: Ramiro A. Chavez  
Title: DIRECTOR OF PUBLIC WORKS  
Date: 3/9/2015

City of Tenino:

By: Bret D. Brodersen  
Signature: Bret D. Brodersen  
Title: Mayor  
Date: 2/27/15

## **Appendix A**

### **Master Interlocal Agreement Between Thurston County and City of Tenino 034-2014-021**

**CONTRACT TO PERFORM GOVERNMENTAL ACTIVITIES**

**Between  
THURSTON COUNTY  
And  
CITY OF TENINO**

THIS CONTRACT is entered into in duplicate originals between THURSTON COUNTY, hereinafter "County," and CITY OF TENINO, hereinafter "City."

WHEREAS, it is to the mutual advantage of the County and the City to cooperate in traffic maintenance and road maintenance services, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service which each public agency is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, it is mutually agreed by the parties as follows:

**I. PURPOSE**

The purpose of this Contract is to provide the City with Traffic Maintenance and Road Maintenance related services.

**II. SCOPE OF SERVICES**

The work under this Contract shall consist of Traffic Maintenance and Road Maintenance related services. Examples of the types of Traffic and Road Maintenance services that the County may provide to the City are contained in Exhibit A attached to this Contract and incorporated herein by reference. Actual services provided will be those requested by the City. The County is merely performing the services on behalf of the City for the purpose of implementing City roadway service standards and policies. The City shall be responsible for determining when it is necessary to perform road related services for the City, and the County shall not be responsible for making said determination.

The County's performance of any Traffic and Road Maintenance services as may be requested by the City is conditioned on the availability of County staff and time as the County's work for Thurston County takes precedence over services requested by the City. The County may not be able to perform the Traffic and Road Maintenance services requested by the City and the County has the ability to decline to perform said services.

**III. PROCEDURE FOR REQUESTING SERVICES**

Each request for service shall be in writing and shall specify the particular service required by the City, location of the work, desired timeframe work is to be performed, and other information pertinent to the request. Upon receipt of the request, the County shall indicate their acceptance or rejection of the request, have it signed by their authorized official, and return one (1) copy to the



requesting party including the estimated cost for services. The authorized official for the County is the Director of Public Works or designee. The authorized official for the City is the Mayor or Designee. In cases of emergency, the request and approval may be done verbally but must be documented in writing within forty-eight (48) hours of the verbal request. Each accepted request for service shall be incorporated into and become a part of this Contract.

Whenever the City desires to modify a requested service, it shall notify the County in writing of that desire, and the County shall, before providing the modified service, advise the City in writing as to whether the modification would result in any increased or extraordinary costs and the amount thereof. If, after receiving such notification, the City authorizes the modification of service in writing, then it shall be responsible for actual costs for the modified services requested. If the City decides not to authorize the modification of service, it shall notify the County in writing, and advise the County whether the service shall continue as originally requested or the City cancels the request. If the City cancels the request, the City shall be responsible for all cost incurred by the County prior to and in connection with the cancellation.

#### **IV. DURATION**

The terms and performance of this Contract will commence as of the execution date set forth below and following the filing of this Contract as required by RCW 39.34.040. This Contract will remain in effect until January 31, 2019 unless terminated sooner as provided for herein.

#### **V. RESPONSIBILITY OF THE COUNTY**

The County shall furnish and supply all necessary labor, supervision, machinery, equipment, materials, and supplies to perform the services requested by the City pursuant to the procedures set out in section III.

The County shall make every effort to recognize pertinent City deadlines for completion of services, and shall notify the City of any hardship or other inability to perform the services requested, including postponement of work due to circumstances requiring the County to prioritize its resources toward emergency-related work outside of the City limits.

#### **VI. RESPONSIBILITY OF THE CITY**

The City is responsible for obtaining any permits or other authorizations that may be necessary for the County to carry out the work under this Contract. The City shall make the necessary preparations to its streets and/or facilities as requested by the County to enable the County to perform the requested services.

#### **VII. PAYMENT**

The City will pay the County for actual costs (direct labor, employee benefits, equipment rental, materials and supplies, utilities, permits, and administrative overhead costs) for the services provided by the County as set forth herein. Administrative overhead costs for each work item shall be charged as a percentage of direct labor costs.

The County shall bill the City monthly for the costs of services provided. The monthly bill will reflect actual costs plus the administrative overhead. Payments are due within 30 days of the City's receipt of said invoice.



**VIII. ADMINISTRATION**

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Contract and for coordinating and monitoring performance under this Contract. In the event such representatives are changed, the party making the change shall notify the other party.

The County's representative shall be Traffic Engineering & Operations Manager (9605 Tilley Rd SW, Olympia WA, 98512, 360-867-2300).

The City's representative shall be the Public Works Director (PO Box 4019, Tenino WA 98589, 360-264-2368)

**IX. RELATIONSHIP OF THE PARTIES**

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Contract is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Contract. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

**X. HOLD HARMLESS AND INDEMNIFICATION**

The County will hold harmless, indemnify and defend the City, its officers, officials, employees and agents, solely for third party claims relating to bodily injury or death, including costs and attorneys fees in defense thereof, caused by or arising out of the County's negligence in the performance of this Contract.

The City agrees to be responsible for the claims management, resolution, and payment of claims arising out of the County's work resulting in real or personal property damage or destruction. "Claim" means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable to damage or destruction of real or personal property including loss of use resulting therefrom.

The City will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness, or death or real or personal property damage or destruction and loss of use thereof, including costs and attorneys fees in defense thereof, caused or arising out of the City's actions or inactions in the performance of its obligations under this Contract.

The County's obligations and the City's obligations hereunder shall not extend to bodily injury or death caused by or arising out of the sole negligence of either party, its officers, officials, employees or agents.

In the event of the concurrent negligence of the parties, the County's and the City's obligations hereunder will apply only to the percentage of fault attributable to each party, its officers, officials, employees or agents.



The provisions of this Hold Harmless and Indemnification section will survive the expiration or termination of this Contract and completion of the services hereunder.

**XI. INSURANCE**

The City understands that the County is a member of the Washington Counties Risk pool and maintains General and Automobile Liability Coverage in excess of \$5,000,000 per occurrence. The County also maintains workers compensation coverage through the Washington State Department of Labor and Industries. The County will notify the City as soon as practical in the event that these insuring policies change during the term of this Contract. The County will provide a certificate of insurance for auto and general liability upon request.

**XII. RECORDS RETENTION AND AUDIT**

During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and their authorized representatives. Copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

**XIII. RIGHT OF ENTRY**

The City hereby grants and conveys to the County the right of entry upon all land in which the City has interest, within or adjacent to the right of way of the highway, road, or street for the purpose of accomplishing all work or services requested as part of this Contract.

**XIV. TERMINATION**

Either party may terminate this Contract upon thirty (30) days prior written notice to the other party. If this Contract is so terminated the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

**XV. CHANGES, MODIFICATIONS, AND AMENDMENTS**

The Contract may be changed, modified, amended or waived only by written agreement executed by the parties hereto.

**XVI. GOVERNANCE**

This Contract is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Contract shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**XVII. SEVERABILITY**

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

**XVIII. WAIVER**

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in a writing signed by an authorized representative of the party.

**XIX. ENTIRE CONTRACT**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed this 14 day of January, 2014.

City of Tenino

By: Bret D. Brodeur  
Authorized Representative

Mayor  
Title

ATTEST:

Sandra L. Cole  
Clerk for the City of Tenino

Approved as to Form:

[Signature]  
City Attorney

Board of County Commissioners  
Thurston County

Chair

Vice-Chair

Commissioner

ATTEST

Laborato P. Borgman  
Clerk of the Board

Approved as to Form:  
Jon Tunheim  
Prosecuting Attorney

By: Catherine Balun  
Deputy Prosecuting Attorney



## EXHIBIT A

(Examples of authorized activities)

Traffic Services: The following are examples of traffic services that may be provided by the County.

- Sign Maintenance: Replacing signs, removal of signs, installation of new signs, posts and bases.
- Crosswalks: Refurbishing with preformed plastic or removal.
- Stop Bars: Refurbishing with preformed plastic or removal.
- Arrows/Legends: Remarking worn arrows with preformed plastic or removal.
- Striping: Painting linear road stripes on pavement, such as centerlines and edge lines.

Roadway Maintenance: The following are examples of roadway maintenance services that may be provided by the County.

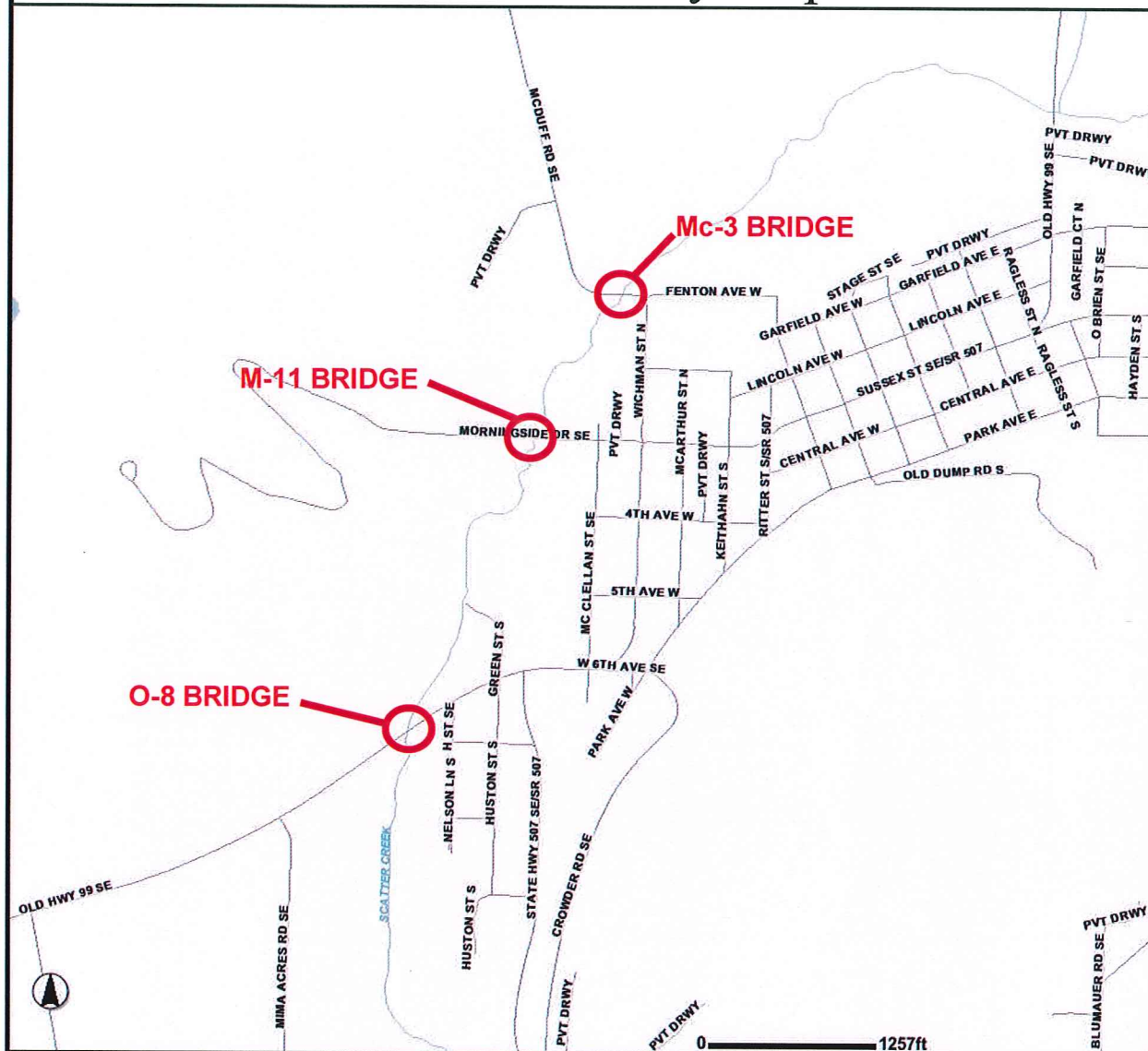
- Traveled Roadway Surface: Patching, crack pouring, pre-level work, pavement replacement, pavement preservation, chipseals, grading.
- Drainage: Drainage pipe repair, catch basin and manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, drainage preparation, catch basin repair, culvert header/trash rack replacement and repair, bucket ditching, catch basin replacement, erosion control, catch basin/manhole cover replacement, silt removal and street sweeping.
- Structures: Guardrail repair, retaining wall repair, guardrail post removal, fencing repair, non-structural bridge maintenance.
- Pedestrian Facilities: Sidewalk/walkway repair
- Roadside: Slope/shoulder mowing, tree removal, slide removal, tree trimming, and washout repair.



## **Appendix B**

### **Vicinity Map**

# Thurston County Map



Disclaimer: Thurston County makes every effort to ensure that this map is a true and accurate representation of the work of County government. However, the County and all related personnel make no warranty, expressed or implied, regarding the accuracy, completeness or convenience of any information disclosed on this map. Nor does the County accept liability for any damage or injury caused by the use of this map.

To the fullest extent permissible pursuant to applicable law, Thurston County disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, data fitness for a particular purpose, and non-infringements of proprietary rights. Under no circumstances, including, but not limited to, negligence, shall Thurston County be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, Thurston County materials.



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## LEGEND

- |                 |              |
|-----------------|--------------|
| Major Roads     | Flood Zones  |
| Roads           | Water Bodies |
| Streams         | Zoning       |
| Contours        | Cities       |
| Wetlands        | Parcels      |
| Wetland Buffers |              |