

CONTRACT TO PERFORM GOVERNMENTAL ACTIVITIES

**Between
THURSTON COUNTY
And
THE CITY OF RAINIER**

THIS CONTRACT is entered into in duplicate originals between THURSTON COUNTY, hereinafter "County," and The City of Rainier, hereinafter "City."

WHEREAS, it is to the mutual advantage of the County and the City to cooperate in the construction of the City of Rainier Sidewalk Project, in the City of Rainier Washington, 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 activity that 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 design and administrative services to the City of Rainier for "The City of Rainier Sidewalk Project", CRP #40151, TIB Project #P-W-976(P01)-1.

II. SERVICES

The work under this Contract shall consist of providing design and construction administration services for the construction of the City of Rainier Sidewalk Project. The City has approved and accepted the plans and specifications for the Sidewalk Project as designed by the County.

III. DURATION

The terms and performance of this Contract shall commence after the approval by the governing body of each party and following the filing of this Contract as required by RCW 39.34.040. This Contract shall terminate upon completion of its designed purpose unless terminated sooner as provided herein.

IV. RESPONSIBILITY OF THE COUNTY

The County shall:

Provide plans and specifications and construction administration services for the construction of the City of Rainier Sidewalk Project per Exhibit A, which is attached hereto and incorporated herein by reference.

V. RESPONSIBILITY OF THE CITY

The City shall be the contracting agency for the construction of the City of Rainier Sidewalk Project. The responsibilities of the City include but are not limited to advertising, awarding, executing contracts, and processing payments, in accordance with state law.

VI. PAYMENT

The City agrees to reimburse the County for actual hours for design services and construction administration services at the hourly rates shown in Exhibit A. The total cost of services performed by the County shall not exceed \$27,558.14 **without prior approval of the City.**

VII. 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 Dave Nichols, Construction Manager, Thurston County Roads, 2404 A Heritage Ct SW, Olympia, WA 98502, phone: 360-754-4580, email: nichold@co.thurston.wa.us.

The City's representative shall be Jon Hinton, Gray and Osborne Inc., 2102 Carriage Drive SW, Building I, Suite 102, Olympia, WA 98502, phone: 360-272-7481, email: jhinton@g-o.com.

Wherever written notice is required under this Contract, such notice shall be provided to the representatives designated above.

VIII. 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.

IX. INDEMNIFICATION AND HOLD HARMLESS

Each party agrees to indemnify and hold harmless the other party, its elected and appointed officers, employees, and agents from and against any and all claims, demands, and/or causes of action brought by third parties, including but not limited to attorneys fees and costs, arising from the negligent acts of either party, its elected and appointed officers, employees, and agents in conjunction with this Contract. In the event of concurrent negligence of the parties, each party's obligations hereunder shall apply only to the extent of fault attributable to that party, its elected or appointed officers, employees, or agents. It is further provided that no liability shall attach to the County or City by reason of entering into this Contract except as expressly provided herein.

X. 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. The indemnification and hold harmless provisions of this Contract shall survive termination of the Contract.

XI. CHANGES, MODIFICATIONS, AND AMENDMENTS

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

XII. GOVERNANCE

This Contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. 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 a court of competent jurisdiction in Thurston County, Washington.

XIII. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated herein 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.

XIV. 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 and attached to the original Contract.


XV. 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.

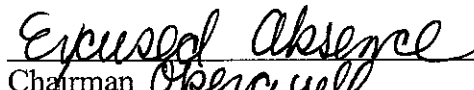
IN WITNESS WHEREOF, the parties have caused this Contract to be executed this 8 day of October, 2007.

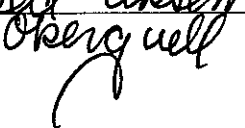
City Council
City of Rainier, Washington

Board of County Commissioners
Thurston County

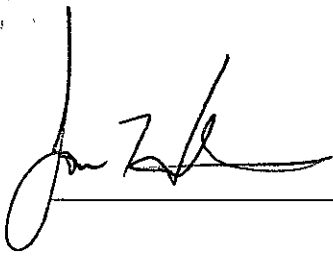


Mayor



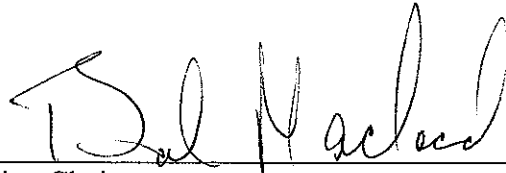
Chairman 

Attest:

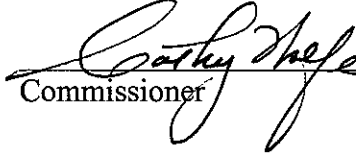


Jon Hinton

[Print Name:]



Vice-Chairman



Commissioner

ATTEST:



Clerk of the Board

Approved as to Form:
Edward G. Holm
Prosecuting Attorney

By: 
Deputy Prosecuting Attorney

EXHIBIT A

RAINIER SIDEWALK PROJECT
THURSTON COUNTY
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
COST BREAKDOWN

DESIGN SERVICES:

DESIGN SECTION

POSITION	HOURLY ESTIMATED		TOTAL
	RATE*	HOURS	
SR ENGINEERING TECH	\$29.13	225	\$ 6,554.25
CIVIL ENGINEER	\$40.46	34	\$ 1,375.64
SUBTOTAL DESIGN			\$ 7,929.89

SURVEY SECTION

POSITION	HOURLY ESTIMATED		TOTAL
	RATE*	HOURS	
SR ENGINEERING TECH	\$30.90	15	\$ 463.50
SUBTOTAL SURVEY			\$ 463.50

RIGHT OF WAY SECTION

POSITION	HOURLY ESTIMATED		TOTAL
	RATE*	HOURS	
RIGHT OF WAY AGENT	\$30.10	25	\$ 752.50
SUBTOTAL SURVEY			\$ 752.50
SUBTOTAL DESIGN SERVICES			<u>\$ 9,145.89</u>

EXHIBIT A
CONT'D
RAINIER SIDEWALK PROJECT
THURSTON COUNTY
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
COST BREAKDOWN

**CONSTRUCTION
ADMINISTRATION
SERVICES:**

CONSTRUCTION ENGINEERING SECTION

POSITION	HOURLY ESTIMATED		TOTAL
	RATE*	HOURS	
SR ENGINEERING TECH	\$33.43	200	\$ 6,686.00
SR ENGINEERING TECH	\$33.43	75	\$ 2,507.25
ASST DESIGN ENGINEER	\$36.85	60	\$ 2,211.00
CONSTRUCTION MANAGER	\$44.91	20	\$ 898.20
SUBTOTAL CONSTRUCTION			\$ 12,302.45

SURVEY SECTION

POSITION	HOURLY ESTIMATED		TOTAL
	RATE*	HOURS	
SR ENGINEERING TECH	\$30.90	90	\$ 2,781.00
ENGINEERING TECH	\$24.18	90	\$ 2,176.20
COUNTY SURVEYOR	\$36.77	10	\$ 367.70
SUBTOTAL SURVEY			\$ 5,324.90

DESIGN SECTION

POSITION	HOURLY ESTIMATED		TOTAL
	RATE*	HOURS	
SR ENGINEERING TECH	\$29.13	20	\$ 582.60
CIVIL ENGINEER	\$40.46	5	\$ 202.30
SUBTOTAL DESIGN			\$ 784.90
SUBTOTAL CONSTRUCTION SERVICES			\$ 18,412.25
TOTAL DESIGN & CONSTRUCTION SERVICES			<u>\$ 27,558.14</u>

* INCLUDES FRINGES