

CONTRACT FOR SERVICES CC-xxxxxx
BETWEEN PIERCE COUNTY AND THE CITY OF ROY
REGARDING ROAD AND TRAFFIC MAINTENANCE SERVICES

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the undersigned, **CITY OF ROY** a municipal corporation of the State of Washington (herein referred to as "CITY").

WHEREAS, the CITY needs specific road and traffic maintenance services and has requested said services as described below to be performed by the Pierce County Planning and Public Works Department.

WHEREAS, the COUNTY agrees to perform the work described below at the discretion and convenience of the COUNTY and that the CITY will reimburse the COUNTY for all costs incurred.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows,

SECTION 1. PURPOSE. The purpose of this agreement is to establish the rights, duties and responsibilities of the parties with regards to the road and traffic maintenance services requested by the CITY and any costs associated with this work.

SECTION 2. COUNTY'S RESPONSIBILITY. The COUNTY will perform maintenance services for the CITY under the request, direction, and control of the CITY.

Services may include but are not limited to the following:

- A. The COUNTY will provide road and traffic maintenance, including but not limited to, roadway markings; roadway striping; raised pavement markers; sign reflection testing; general street repair; traffic control; material hauling; street sanding; streetsweeping; vector service; snow plowing; providing de-icing services; grading; street resurfacing; and providing specialized technical services, advice and recommendations.

Street resurfacing projects may include, but are not limited to, full depth asphalt grinding; HMA patching; and chip seal resurfacing.

Bridge inspection services, inspections shall be performed consistent with current National Bridge Inspection Standards, the Washington Department of Transportation's Washington Bridge Inspection Manual, and applicable federal, state, and local requirements.

De-icing/Anti-icing products will be available at the COUNTY's discretion and by pick-up only.

- B. The COUNTY may also provide additional services on an on-call basis, if needed.
- C. If in the opinion of COUNTY staff, the maintenance services requested are not appropriate, or the COUNTY does not have the capacity to perform the work, the COUNTY may refuse to perform such work for these or any other reason.
- D. No-Warranty/Guarantee. The County will provide skilled workmanship and follow industry best practices in the performance of the work. However, the work is not under warranty. Any rework requested will be invoiced at the rates stated in this contract.

SECTION 3. CITY'S RESPONSIBILITY.

- A. For planning purposes, each January or as soon thereafter as practicable, for the duration of this agreement, the CITY shall provide the COUNTY, with a list of work that is anticipated for the year. This list can be submitted via email to PCRoads@piercecounitywa.gov.
- B. Any work requested from the COUNTY shall be through "Work Authorizations" which shall identify the specific activities, timelines and the location(s) of the work to be performed.
- C. The CITY shall be responsible for locating their utilities in any area in which the COUNTY shall be performing work.
- D. All work requested by the CITY must be performed in compliance with the COUNTY's NPDES permit.

SECTION 4. COMPENSATION AND BILLING PROCEDURE. The CITY has agreed to pay no more than the amount of \$15,000.00 a year for completed road and traffic maintenance services and any other on-call work. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested services and agrees to make payment to the COUNTY.

In consideration for the provision of maintenance services described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below.

- A. Labor cost rates will be calculated based on the County's labor cost rates in effect during the period of service performance. Labor cost rates will be calculated based on the hours worked (in .1 increments) in a specific job class and billed to the CITY. The labor cost rates will include all Maintenance and Department Administration costs. No office costs related to management or maintenance will be charged directly.
- B. Equipment cost rates will be calculated based on the County's equipment rental rate in effect during the period of service performance. Equipment charges will be calculated based on the hours in use (in .1 increments) for each type of equipment and billed to the CITY.
- C. Materials and supplies will be billed at cost **plus a 15% markup.**

- D. The costs of services as outlined will be calculated and invoiced based on the services or supplies provided in a previous month. The County will make every effort to bill the monthly charges by the thirtieth (30th) day of the following month. Payments by the CITY will be due within thirty days of receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.
- E. The billing rates for labor and equipment related to providing the functions and services each year shall be adjusted annually, effective January 1st of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will also be included in any increases to billing rates. A list of labor and or equipment cost rates will be provided upon request.

SECTION 5. DURATION. Unless sooner terminated as provided elsewhere in the Agreement, this agreement shall have an initial term commencing on the date that the last signature is affixed hereto until midnight December 31, 2024. After which, the contract shall be automatically renewed annually on January 1 of each year for an additional one-year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the current term, which means before November 1st of each year.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's service charges.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 7. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

SECTION 8. INSURANCE COVERAGE. The CITY shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 9. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 10. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 11. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this agreement shall be deemed properly given, if delivered, sent to and received by the specified email address, or if mailed postage prepaid and addressed to:

City of Roy
216 McNaught Street South
PO Box 700
Roy, WA 98580
Email: roycityhall@cityofroywa.us

Any formal notice or communication to be given by the CITY to the COUNTY under this agreement shall be deemed properly given, if delivered, sent to and received by the specified email address, or if mailed postage prepaid and addressed to:

Pierce County Planning and Public Works
2702 South 42nd St., Suite 201
Tacoma, WA 98409
Attention: Contract Services
Email:
pcpwcontractservices@piercecountywa.gov

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 12. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 13. ENTIRE AGREEMENT. This agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this agreement and no prior agreements shall be effective for any purpose.

SECTION 14. TERMINATION FOR DEFAULT. If the CITY defaults by failing to perform any of the obligations of this agreement or fails to timely pay for County services, the COUNTY may terminate the agreement by depositing written notice as required in Section 11 to the CITY.

SECTION 15. TERMINATION FOR PUBLIC CONVENIENCE. The COUNTY may terminate the contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the interests of the COUNTY. Whenever the contract is terminated in accordance with this paragraph, the COUNTY shall be entitled to payment for actual work performed at unit contract prices for completed items of work. Termination of this contract by the COUNTY at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

SECTION 16. FUTURE NON-ALLOCATION OF FUNDS: Notwithstanding any other terms of this Agreement, if the legislative authorities of either party do not appropriate or allocate sufficient funds for any future fiscal period to meet that party's obligations under this Agreement, then that party will not be required to meet those obligations after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by ordinance. No penalty or expense shall accrue to either party in the event this provision applies, but the non-funded party must provide notice within two business days of the failure to appropriate or allocate funds.

SECTION 17. AMENDMENT. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 18. SEVERABILITY. If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 19. CHOICE OF LAW, JURISDICTION AND VENUE. This agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce County. Jurisdiction shall be in the Superior Courts of the State of Washington, with venue in the Pierce County Superior Court.

SECTION 20. ATTORNEY FEES AND COSTS. In the event of any controversy, claim, or dispute arising out of or in any way relating to this agreement or its breach, each party shall be responsible for its own actual costs and attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day last indicated below.

CITY OF ROY

PIERCE COUNTY:

Approved as to legal form only:

By: _____

By: _____

City Manager Date

Deputy Prosecuting Attorney Date

Approved as to form only:

Approved:

By: _____

By: _____

City Attorney Date

Department Director Date

Attest:

By: _____

By: _____

City Clerk Date

Finance Director Date