

#C-135-2012

ROAD WORK REIMBURSABLE AGREEMENT

This Agreement, made and entered into this 7th day of November, 2012, by and between Stevens County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "COUNTY" and the City of Chewelah, hereinafter referred to as the "AGENCY".

WHEREAS, the AGENCY does not have available sufficient and adequate equipment, facilities, or personnel to do certain work, namely any, or all work as requested for a period of five (5) years on roads, streets, and any or all other AGENCY properties, and

WHEREAS, the COUNTY does have the necessary equipment, facilities and personnel to perform such work and in consideration of the mutual covenants and agreements herein contained and pursuant to the Laws of the State of Washington.

WITNESSETH: It is hereby covenanted and agreed as follows:

1. For each project or routine road work performed under this contract, the AGENCY will make written application on forms supplied by the COUNTY. The COUNTY reserves the right to approve or deny each application of the AGENCY on an individual basis.
2. If approved, the COUNTY will perform all work as requested to the same standards as provided by the COUNTY on similar type work of its own.
3. The COUNTY shall provide the necessary engineering, administrative and clerical services necessary for the execution of the project or work of the AGENCY, if requested, and in providing such services, the COUNTY Engineer may exercise all the powers and perform all the duties vested by law in the AGENCY.
4. The AGENCY hereby agrees to reimburse the COUNTY for the costs of the work performed by the County Road Department, based on the actual cost of labor and fringe benefits, equipment rental, engineering and materials used in the construction or maintenance work involved. In addition thereto, five (5) percent of the total costs shall be added for overhead costs for accounting, billing and administrative services; provided, that the COUNTY shall submit to the AGENCY a statement of the costs and within thirty (30) days thereafter the AGENCY shall pay to the COUNTY the amount of said statement.
5. It is understood and agreed between the parties hereto that the AGENCY will hold the COUNTY harmless from all claims, losses, demands, actions, or cause of action of any nature whatsoever by reason of the performance of this Agreement by the COUNTY.

The AGENCY further agrees to defend, at its own expense, the COUNTY in the event that any action is brought against the COUNTY as a result of any act or activity of the COUNTY or its agents or employees because of or in any way arising out of the work to be performed under this contract.

6. It is understood and agreed between the parties that this contract cannot be assigned, transferred or any portion sub-contracted hereunder by the COUNTY without the prior written permission of the AGENCY.
7. The COUNTY, in the performance of work under this contract shall abide by the provisions of R.C.W. 35.77.020, and 040 and/or R.C.W. 39.34 whichever is applicable and W.A.C. 136-32.
8. This Agreement shall supersede any existing Agreement between the parties heretofore mentioned.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

3 YEA; 0 NAY; 0 ABSTAIN; and 0 ABSENT

BOARD OF COUNTY COMMISSIONERS
OF STEVENS COUNTY, WASHINGTON


Chairman Malcolm Friedman


Commissioner Don Dashiell



Commissioner Larry Guenther

11-20-2012


ATTEST:


Polly Coleman
Clerk of the Board

CITY OF CHEWELAH

By: 
Mayor H. Clarence Bauman

ATTEST:


Pamela McCart
Clerk/Treasurer