



**Washington State
Department of Transportation**

D Agreement Work by Others for Department of Transportation Per chapter 47.28 RCW. Total Cost of Agreement (Excluding Sales Tax) May Not Exceed \$100,000		Entity Name Pacific County			
		Entity Billing Address P.O. Box 98 South Bend, WA 98586			
Agreement Number DD00379	Contact Name Shelly Flemetis (sflemetis@co.pacific.wa.us)	Contact Phone 360-875-9421			
Federal Tax ID # 91-6001356 D	Contractor Registration # N/A	Statewide Vendor # SWV0007195 25			
Item No.	Description of Equipment/Material/Supplies/Services	Quantity	Unit	Unit Price	Amount
-	One time funding match for the Pacific County Conservation District Grant (CDG). The CDG will be disbursed by Pacific County to Pacific County Drainage District #1 for construction of an inland dike in the vicinity of milepost 21.50 to 21.80 on State Route 105.	1	LS	12500.00	12500.00
* All work under this Agreement will be performed by Pacific County Drainage District #1 as per the requirements outlined in the CDG.				Tax Rate	
				Sub Total	12500.00
				Tax	0.00
				Total	12500.00

This Agreement is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION (WSDOT) and the above named vendor (ENTITY).

WHEREAS the WSDOT has requested and the ENTITY has agreed to perform certain work as described above, NOW, THEREFORE, pursuant to chapter 47.28 RCW, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL

1.1 In accordance with the provision of RCW 47.28.030, the ENTITY will furnish the materials, supplies, equipment with or without operator, or operating services as described above.

~~*1.2 In compliance with chapter 30.12 RCW, the ENTITY will file a "Statement of Intent to Pay Prevailing Wages" with the Department of Labor and Industries and a copy of the statement will be supplied to WSDOT prior to commencement of any work under this Agreement. The ENTITY must file "Affidavit of Wages Paid" prior to receiving final payment and balance of retainage. If work is performed by business owner/operator only, then the above requirements are not necessary.~~

1.3 Per RCW 47.28.030, a performance bond

will will not be required.

Per RCW 60.28.011, retainage at 5 %

will will not be required.

~~*1.4 The "State of Washington Standard Specifications for Road, Bridge, and Municipal Construction", current edition, and amendments thereto (Standard Specifications), except Sections 1-02, 1-03, 1-04, 1-09, and 2-04 are hereby incorporated in this Agreement by reference thereto.~~

1.5 The work shall commence no later than October 17, 2016, and shall be completed in accordance with the provision of Section 1-08 of said Standard Specifications by N/A working day(s) and/or June 30, 2017.

1.6 It is understood that the ENTITY is authorized to do business in the State of Washington and agrees to comply with the special provisions, attached hereto, if any, and all applicable Local, State and Federal Laws.

~~*1.7 The ENTITY may not subcontract any of the work described herein without prior written approval by WSDOT as stated in the Standard Specifications section 1-08.~~

1.8 It is further understood that this agreement shall not be effective until such time as it has been accepted and signed by the Region Administrator (or designee) and a copy thereof returned to the ENTITY.

2. PAYMENT

2.1 The ENTITY agrees that the figure in the "Total" column is a binding lump sum price for the work described herein or the quantities shown in this Agreement are estimates only. WSDOT does not warrant expressly or by implication that the actual quantities of work will correspond with those estimates. Payment will be made on a basis of the actual cost for the quantities of each item completed.

2.2 The WSDOT agrees to pay the ENTITY for the work done within thirty (30) days from receipt of a correct detailed invoice.

3. TERMINATION CLAUSE

3.1 This Agreement will terminate upon completion of the work by the ENTITY as described herein and acceptance by WSDOT or as described in the Standard Specifications Section 1-08.10.

4. MODIFICATION

4.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

5. DISPUTES AND VENUE

5.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the ENTITY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the Parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

6. LEGAL RELATIONS

6.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages (both to persons and property), arising out of or in any way resulting from the indemnifying Party's negligence or breach of any of its obligations under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party; provided that if such claims, suits, or actions result from (a) the concurrent negligence of the Parties, or (b) 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 Party's own negligence.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

Board of County Commissioners
ENTITY Pacific County, Washington

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Signature: _____

Signature: _____

Printed: Frank Wolfe

Printed: _____

Title: Chairman

Title: _____

Date: _____

Date: _____

Agreement Distribution: 1st Original to Region Financial Services Office for setup and records retention, Copy of executed agreement to Vendor, Copy to the originating office