

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: October 28, 2022	PREPARED BY: Laura Stark
Meeting Date Requested: November 8, 2022	PRESENTED BY: Craig Erdman
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Agreement between Franklin County and Steve Aldrich for 2022 Bridge Inspection Services for Franklin County Public Works	
FISCAL IMPACT: \$10,800 to be paid from the County Road Fund	
<p>BACKGROUND: In Washington State, the bridge inspection organization is structured as a collaborative effort between the Washington State Department of Transportation (WSDOT) Bridge Preservation Office (BPO), WSDOT Local Programs Office (LP), and local agency bridge owners with the Federal Highway Administration (FHWA) as the primary stakeholder.</p> <p>The National bridge Inspection Standards (NBIS)- title 23 Code of Federal Regulations 650 Subpart C defines the NBIS regulations, and establishes requirements for inspection procedures, frequency of inspections, qualifications of personnel, inspections reports, and preparation and maintenance of a state bridge inventory.</p> <p>Washington State is required by 23 CFR 650.315 to maintain an inventory of all bridges (structures) subject to the National Bridge Inspection Standards (NBIS), from which selected data is reported to the Federal Highway Administration (FHWA) as requested for entry into the National Bridge Inventory (NBI).</p> <p>Washington State maintains an inventory of bridges to meet WAC 136-20-020, which requires that each county maintain an inventory of bridges in the state inventory.</p> <p>Mandated Bridges and Culverts in the WSBIS – Reported to the (National Bridge Inspection) NBI. Franklin County has a total of 45 bridges that are subject to the NBI in 2022, these are structures that conform to the definition of a bridge. By definition, bridge is a structure that carry traffic, owned by public agency, open to the public, and have a clear span along centerline of roadway greater than 20 feet.</p> <p>Structures not reported to the NBI include any structure that the state or local agency managed as part of their structure inventory, but which do not qualify for reporting to the NBI. Typically this will include bridges with span lengths less than 20 feet (short spans), Franklin County has a total of 11 short span bridges to inspect this year.</p> <p>Due to personnel changes within the Public Works Department in 2022, we are in need of another certified Bridge Inspector. Steve Aldrich, who as part of his duties spanning the 30+ years he was employed by the Franklin County Public Works Department conducted the annual bridge inspections on behalf of the County Engineer.</p> <p>The attached Agreement will accomplish the annual bridge inspection services for 2022 as required.</p>	

RECOMMENDATION: Staff recommends approval of the Agreement between Franklin County and Steve Aldrich for 2022 Bridge Inspection Services.

SUGGESTED MOTION: I move for the approval of the Agreement between Franklin County and Steve Aldrich for 2022 Bridge Inspection Services for Franklin County Public Works.

COORDINATION: This Agreement has been discussed with Craig Erdman, Public Works Director/County Engineer, John Christensen, Assistant Public Works Director/County Surveyor, Steve Aldrich, and Jennifer Johnson, Franklin County Civil Legal Division has reviewed the Agreement and approved as to form.

ATTACHMENTS:

- Proposed Agreement between Franklin County and Steve Aldrich for 2022 Bridge Inspection Services
- Proposed Resolution

HANDLING / ROUTING:

One (1) Original to Clerk of the Board

One (1) Copy to Public Works-Public Works will provide a copy to Steve Aldrich

I certify the above information is accurate and complete.



Craig Erdman, Public Works Director/County Engineer

FRANKLIN COUNTY RESOLUTION NO. _____

**BEFORE THE BOARD OF COMMISSIONERS
OF FRANKLIN COUNTY, WASHINGTON**

**AGREEMENT BETWEEN FRANKLIN COUNTY AND STEVE ALDRICH FOR 2022
BRIDGE INSPECTION SERVICES**

WHEREAS, in Washington State, the bridge inspection organization is structured as a collaborative effort between the Washington State Department of Transportation (WSDOT) Bridge Preservation Office (BPO), WSDOT Local Programs Office (LP), and local agency bridge owners with the Federal Highway Administration (FHWA) as the primary stakeholder, and

WHEREAS, the National bridge Inspection Standards (NBIS)- title 23 Code of Federal Regulations 650 Subpart C defines the NBIS regulations, and establishes requirements for inspection procedures, frequency of inspections, qualifications of personnel, inspections reports, and preparation and maintenance of a state bridge inventory, and

WHEREAS, Washington State is required by 23 CFR 650.315 to maintain an inventory of all bridges (structures) subject to the National Bridge Inspection Standards (NBIS), from which selected data is reported to the Federal Highway Administration (FHWA) as requested for entry into the National Bridge Inventory (NBI); and

WHEREAS, Washington State maintains an inventory of bridges to meet WAC 136-20-020, which requires that each county maintain an inventory of bridges in the state inventory; and

WHEREAS, Franklin County has a total of 45 bridges that are subject to the NBI in 2022, these are structures that conform to the definition of a bridge. By definition, bridges are structures that carry traffic, owned by public agency, open to the public, and have a clear span along centerline of roadway greater than 20 feet, and

WHEREAS, structures not reported to the NBI include any structure that the state or local agency managed as part of their structure inventory, but which do not qualify for reporting to the NBI. Typically this will include bridges with span lengths less than 20 feet (short spans), Franklin County has a total of 11 short span bridges to inspect this year, and

WHEREAS, due to personnel changes within the Public Works Department in 2022, we are in need of another a certified Bridge Inspector. Steve Aldrich, who as part of his duties spanning the 30+ years he was employed by the Franklin County Public Works Department conducted the annual bridge inspections on behalf of the County Engineer; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into agreements on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

FRANKLIN COUNTY RESOLUTION NO. _____

NOW, THEREFORE, BE IT RESOLVED that the attached Agreement between Franklin County and Steve Aldrich for 2022 Bridge Inspection Services is hereby approved by the Board.

APPROVED this _____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Chair Pro Tem

Member

Attest:

Clerk of the Board

AGREEMENT TO PROVIDE BRIDGE INSPECTION SERVICES FOR FRANKLIN
COUNTY, WASHINGTON

THIS AGREEMENT shall be deemed made and effective as of the 15th day of November, 2022, and is entered into by and between the **COUNTY OF FRANKLIN, WASHINGTON**, a political subdivision of the state of Washington by and for the Franklin County Public Works Department (hereinafter collectively referred to as the “County”), and **STEVE ALDRICH** (hereinafter referred to as “Inspector”).

WHEREAS, Franklin County and the Franklin County Public Works Department is in need of an Inspector for the Annual Bridge Inspection and Public Works requires an experienced Bridge Inspector to perform the inspection duties for Public Works and the citizens of Franklin County; and

WHEREAS, Franklin County has 56 Bridges that are required to be inspected in 2022, and

WHEREAS, the Inspector herein is qualified to provide said inspection services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the County and Inspector hereby agree as follows:

1. **TERM.** This Agreement shall be deemed effective for all purposes as of the **15th day of November, 2022**, and shall continue until the **31st day of December, 2022**, unless earlier terminated pursuant to this Agreement with a maximum 30 working days; or 240 hours.

2. **QUALIFICATIONS.** Inspector is a former 30+ year employee of Franklin County Public Works. His duties as an Engineering Technician III included performing the Annual Bridge Inspection as required by the Washington State Department of Transportation.

This Agreement shall be subject to termination in the event that the Inspector fails to comply with any material provision of this Agreement, and in the event that the Inspector is unable to perform said Bridge Inspection.

3. **COMPENSATION.**

As full and complete compensation for the Bridge Inspection services pursuant to this Agreement, County shall pay Inspector **forty-five dollars (\$45.00) an hour, not to exceed 240 hours or \$10,800.00. Inspector shall submit an invoice at least monthly indicating the billable hours worked. Inspector shall pro-rate partial hours worked by the nearest quarter of an hour.**

INSPECTOR acknowledges and agrees that the above-stated payment to Inspector shall immediately cease in the event that this Agreement is terminated for any reason prior to the termination date specified in section 1 above.

INSPECTOR further acknowledges and agrees that the above-stated compensation amount is reasonable and equitable and that such compensation shall constitute Inspector's full and exclusive compensation hereunder for all work performed for the Public Works Department Annual Bridge Inspection program handled by the Inspector during the term of this Agreement.

4. **ADDITIONAL COMPENSATION.** No additional compensation shall be due to the Inspector for any ancillary or additional duties assumed or discharged in the course of providing the services contemplated by this Agreement.

Inspector may be provided a temporary workspace in the Public Works Office to assist with preparation of reports required for submission to the Washington State Department of Transportation. Any pre or post inspection staff meetings will be conducted within the Public Works Offices.

5. **SERVICES PROVIDED.** Subject to the direction of the Franklin County Public Works Director/County Engineer, the Inspector shall provide the full range of Bridge Inspection pursuant to the Annual Bridge Inspection Program within Public Works, including, but not limited to the following services:

a. Reporting for Bridge Inspection duties, fully prepared to perform in all types of weather as may occur as follows:

1. 7:00 a.m. – 5:00 p.m. (one (1) hour lunch break)*
2. Monday – Friday of each week during the course of this agreement as referenced in section 1 except for legal holidays as referenced below
3. Hours of work each week shall not exceed 40 total hours
4. Inspector shall provide clear and legible field notes of each bridge inspected, including the bridge identification and all required findings

* Hours of duty and days of the week may be altered by agreement between Inspector and Public Works Director/County Engineer

b. Miscellaneous:

1. Public Works Staff shall accompany the Inspector and provide transportation, and any required PPE and supplies necessary to complete inspections
2. No Bridge Inspection duties shall be performed on Legal Holidays

6. **WORKER'S COMPENSATION.** The County shall cover the Inspector's Worker's Compensation payments for the term of this contract.

7. **LIABILITY INSURANCE.** The Inspector shall be covered under the Washington Counties Risk Pool liability insurance coverage while performing the duties under the scope of this Agreement and/or at the direction of Franklin County Public Works Director/County Engineer

8. **TERMINATION.** Either party may terminate this Contract for convenience. Either party may terminate this Contract upon giving thirty (30) days written notice by Certified Mail or by Personal Service to the other party.

In addition to the automatic termination provisions in section 1 above, the County may elect to terminate this Agreement in the event Inspector fails for whatever reason to comply with any material provision of this Agreement by giving Public Works Director/County Engineer ten (10) days advance written notice of termination, which notice shall specify the reason(s) for the termination. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

9. **COMPLIANCE WITH LAWS.** The Inspector shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

10. **NOTICES.** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set forth below in SECTION 11. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

11. **CONTRACT REPRESENTATIVES**

a. For INSPECTOR:

Name of Representative: Steve Aldrich

Mailing Address: 3405 Southlake Drive, West Richland, WA 99352

Telephone number: 509-539-9395

Email address: steve.aldrich@gmail.com

b. For COUNTY:

Name of Representative: Craig Erdman

Title: Franklin County Public Works Director/County Engineer

Mailing Address: 3416 Stearman Ave, Pasco, WA 99301

Telephone Number: (509) 545-3514

Email address: cerdman@franklincountywa.gov

Alternate contact email: lstark@franklincountywa.gov

12. INDEPENDENT CONTRACTOR

- a. The Inspector's services shall be furnished by the Inspector as an independent Bridge Inspector and not as an agent, employee or servant of the County. The Inspector specifically has the right to direct and control Inspector's own activities in providing the agreed services in accordance with the specifications set out in this Agreement subject to the direction of the Franklin County Public Works Director/County Engineer, and in collaboration with Public Works Staff.
- b. The Inspector acknowledges that the entire compensation for this Contract is set forth in Section [3] of this Agreement, and neither the Inspector nor its employees are entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to County employees.
- c. The Inspector shall not be or deem to be or act or purport to act as an employee, agent, or representative of the County.
- d. The Inspector shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

- 13. CONFIDENTIALITY.** The Inspector and his employees shall maintain the confidentiality of all information provided by the County or acquired by the County in performance of this Contract, except as required in the performance of this Agreement, or upon the prior written consent of the County, or an order entered by a court of competent jurisdiction.

14. BOOKS, RECORDS, AND FILES.

- a. The County may, at reasonable times, inspect the books and records of the Inspector relating to the performance of this Agreement. The Inspector shall keep

all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

- b. The Inspector acknowledges that all the files and records related thereto are the sole property of the Franklin County Public Work's Office. The Inspector agrees to at all times preserve and maintain the security of such files and records related thereto and to immediately provide such to the Franklin County Public Works Office upon demand.


15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING. The Inspector shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Inspector under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County's authorized representatives.

16. AMENDMENT. No amendment or modification shall be made to this Agreement, unless set forth in a written amendment signed by both parties' authorized representatives.


17. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

FRANKLIN COUNTY

INSPECTOR


Craig Erdman, P.E.
Franklin County Public Works Director
County Engineer

 10/18/2022
Steve Aldrich

Approved as to form:

FRANKLIN COUNTY PUBLIC WORKS OFFICE


BRIDGE INSPECTOR AGREEMENT

DATED this _____ of _____, 2022.

**BOARD OF COUNTY
COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Attest: _____
Clerk of the Board

Member

Original: Clerk of the Board

Copy: Public Works Department
Steve Aldrich