

AGREEMENT NO. GCA 6378, AMENDMENT NO. 1

This Amendment No. 1 is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereafter the "STATE," and the Spokane Transit Authority, 1230 West Boone Avenue, Spokane, WA 99201-2686, hereinafter the "LOCAL AGENCY."

WHEREAS, the Parties previously entered into original Agreement, GCA 6378, on January 21, 2010, which provided for the reimbursement of costs to the STATE for the design and construction management of a concrete intersection at the intersection of US 2 (Division Street) and Wellesley Avenue as part of the STATE's Project, US2/Euclid Ave to Francis Ave, and

WHEREAS, the LOCAL AGENCY does not have authority for certain approvals during and after construction for the Work to be constructed within city of Spokane corporate limits, and

WHEREAS, it is necessary to amend the original Agreement to modify and/or delete certain sections of the original Agreement that are inconsistent with the LOCAL AGENCY's approval authority, and modify the payment provisions to re-define the Parties cost on a percent basis and update the cost estimate to reflect current bid items,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants and performances contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

The original Agreement is hereby amended as follows:

1. Sections 1.1 through 1.5 are hereby deleted and replaced with the following:
 - 1.1 The STATE has prepared the plans, specifications, and cost estimate (PS&E) for the Project, as well as the Work. The PS&E is in accordance with the state of Washington, Standard Specifications for Road, Bridge and Municipal Construction, and its amendments thereto (Standard Specifications), current at the time of Project advertisement. The LOCAL AGENCY has reviewed and approved the design work for the LOCAL AGENCY PS&E Work portion of the Project.
2. Sections 2.1 and 2.2 are hereby deleted and replaced with the following:
 - 2.1 The STATE will advertise the Project, including the LOCAL AGENCY Work for bids.
 - 2.2 The STATE will award and execute the Project contract, including the LOCAL AGENCY Work.
3. Section 3 is hereby deleted and replaced with the following:

- 3.1 The STATE will designate a STATE Project Engineer to provide all services and tools, including but not limited to construction administration, inspection, materials testing, and representation, necessary to administer and manage the contract to ensure that the LOCAL AGENCY Work is constructed in accordance with the contract plans and specifications.
- 3.2 The LOCAL AGENCY may consult with and inquire of the STATE Project Engineer, attend all meetings, and have access to all documentation concerning the Work. The LOCAL AGENCY shall not provide direction, directly or indirectly, to the STATE's contractor. All formal contacts between the LOCAL AGENCY and the contractor shall be through the STATE's representative.
4. Section 5 is hereby deleted and replaced with the following:
 - 5.1 The LOCAL AGENCY recognizes that the STATE will be negotiating an agreement with the city of Spokane for the city's acceptance of the Work for which the city of Spokane will be responsible pursuant to chapter 47.24 RCW. The STATE shall work with the city to satisfy the city's requirements in order to achieve the city's acceptance of the Work.
5. Section 6.1 is hereby deleted and replaced with the following:
 - 6.1 The LOCAL AGENCY, in consideration of the faithful performance of the Work performed by the STATE and its contractor, agrees to reimburse the STATE for eighty and two-tenths percent (80.2%) of the actual direct and related indirect costs of the construction Work up to but not to exceed a maximum amount of One Million Forty-One Thousand Dollars (\$1, 041,000.00). A cost estimate, less those costs provided in Section 6.6.1, is shown on Exhibit A-1, attached hereto and by this reference made a part of this Agreement.
 - 6.1.1 The LOCAL AGENCY, in consideration of the faithful performance of the preliminary engineering Work performed by the STATE, agrees to reimburse the STATE for the actual direct and related indirect costs of preliminary engineering, totaling One Hundred Fourteen Thousand Dollars (\$114,000.00).
6. Section 6.6 is hereby deleted.
7. Section 7 is hereby deleted.
8. Section 8.2 is hereby deleted.
9. Section 9 is hereby deleted.
10. Section 10.2 is hereby deleted and replaced with the following:

10.2 Termination:

10.2.1 The STATE may terminate this Agreement for any reason by providing the LOCAL AGENCY with thirty (30) calendar day's prior written notice.

10.2.2 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the LOCAL AGENCY agrees to reimburse the STATE for the actual direct and related indirect costs incurred on the Work up to the date of termination, as well as the costs of non-cancelable obligations. Reimbursement shall be in accordance with Section 6.

10.2.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11. Section 10.10 is hereby deleted and replaced with the following:

10.10 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until all obligations for payment have been met.

12. All other terms and conditions of the original Agreement shall remain in full force and effect except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date signed last below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY

By: 

By: E. Susan Meyer

Print Name: Keith A. Metcalf

Print Name: E. SUSAN MEYER

Date: 5/24/10

Date: 5.21.10

Title: Regional Administrator

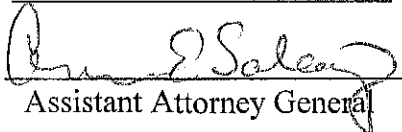
Title: CEC

APPROVED AS TO FORM

APPROVED AS TO FORM

Date: 6-7-10

Date: _____

By: 
Assistant Attorney General

By: _____
Spokane Transit Authority Attorney

**Agreement GCA6378
Exhibit A-1 Estimate**

| XL3393 - Wellesley Ave & N Division Street PCCP Intersection | | | | | | |
|-------------------------------------------------------------------------|----------|---------------------------------------------|------------|------------|----------|-----------|
| Item No. | Std. No. | Item Description | Unit Meas. | Unit Price | Quantity | Amount |
| Preparation | | | | | | |
| 1 | 0001 | Mobilization | L.S. | | | \$67,458 |
| 6 | | Removing Engineering Markings | L.S. | | | \$2,000 |
| 7 | 0150 | Removing Traffic Island | S.Y. | \$10.00 | 369 | \$3,690 |
| Grading | | | | | | |
| 8 | 0310 | Roadway Excavation Incl. Haul | C.Y. | \$8.00 | 3,820 | \$30,560 |
| Surfacing | | | | | | |
| 12 | 5100 | Crushed Surfacing Base Course | Ton | \$15.00 | 3,150 | \$47,250 |
| Cement Concrete Pavement | | | | | | |
| 13 | 5625 | Cement Concrete Pavement | C.Y. | \$200.00 | 2,100 | \$420,000 |
| 14 | 5638 | Portland Cement Conc. Compliance Adjustment | Calc. | | | \$4,000 |
| 15 | 5685 | Corrosion Resistant Dowel Bars | Each | \$10.00 | 3,275 | \$32,750 |
| 16 | 5683 | Tie Bar With Drill Hole | Each | \$18.00 | 1,080 | \$19,440 |
| 26 | 6514 | Longitudinal Joint Seal | L.F. | \$1.50 | 1,175 | \$1,763 |
| 32 | 6471 | Inlet Protection | Each | \$150.00 | 1 | \$150 |
| 41 | | Reinforced Doweled Curb | L.F. | \$22.00 | 1,645 | \$36,190 |
| 42 | | Traffic Island | S.Y. | \$70.00 | 369 | \$25,830 |
| | | | | | | \$0 |
| Traffic | | | | | | |
| 44 | 6813 | Grooved Plastic Line | L.F. | \$2.00 | 1,610 | \$3,220 |
| 46 | | Grooved Plastic Wide Line | L.F. | \$4.50 | 1,280 | \$5,760 |
| 48 | | Grooved Plastic Crosswalk Line | S.F. | \$8.50 | 475 | \$4,038 |
| 50 | | Grooved Plastic Stop Line | L.F. | \$7.50 | 195 | \$1,463 |
| 51 | 6833 | Plastic Traffic Arrow | Each | \$90.00 | 12 | \$1,080 |
| 52 | 6888 | Temporary Pavement Marking | L.F. | \$0.15 | 5,000 | \$750 |
| 57 | 6956 | Sequential Arrow Sign | HR | \$3.50 | 500 | \$1,750 |
| 58 | 6993 | Portable Changeable Message Sign | HR | \$1.50 | 5,000 | \$7,500 |
| 59 | 6980 | Flaggers and Spotters | HR | \$37.00 | 450 | \$16,650 |
| 60 | 6992 | Other Traffic Control Labor | HR | \$37.00 | 275 | \$10,175 |
| 61 | 6974 | Traffic Control Supervisor | L.S. | | | \$17,100 |
| 63 | | Pedestrian Control and Protection | L.S. | | | \$1,650 |
| Other Items | | | | | | |
| 66 | 7028 | Cure Box | L.S. | | | \$2,500 |
| 71 | 7058 | Cement Conc. Curb Ramp 4B | Each | \$1,500.00 | 1 | \$1,500 |
| 72 | 7058 | Cement Conc. Curb Ramp Type 2 | Each | \$2,000.00 | 3 | \$6,000 |
| 74 | 9602 | Adjust Inlet | Each | \$500.00 | 1 | \$500 |
| 76 | 3080 | Adjust Manhole | Each | \$400.00 | 9 | \$3,600 |
| 77 | 6243 | Adjust Valve Box | Each | \$350.00 | 10 | \$3,500 |
| 24 | 7490 | Trimming and Cleanup | L.S. | | | \$4,000 |
| 25 | 7725 | Reinbursement for Third Party Damage | Est. | \$5.00 | 1 | \$5 |
| 26 | 7728 | Minor Change | Calc. | -\$1.00 | 1 | -\$1 |

| | | |
|------------------------------|---------------|------------------|
| Base Total | | \$781,819 |
| WA Sales Tax | 8.60% | \$67,236 |
| Base Project Subtotal | | \$849,055 |
| Engineering | 12.00% | \$101,887 |
| Contingencies | 4.00% | \$33,962 |
| Agreement Cost = | | \$984,904 |