

**I-5 SPOKANE STREET TO I-90, BRIDGE REPAIRS/
REIMBURSEMENT OF ADDITIONAL WEST SEATTLE WATER TAXI AND
SHUTTLE SERVICE**

THIS AGREEMENT is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, herein after the "STATE," and KING COUNTY METRO, 201 S Jackson Street, Seattle, WA 98104-3856, herein after the "COUNTY."

WHEREAS, the STATE has awarded a contract, "I-5 Spokane Street to I-90 Bridge Repairs", herein after the "PROJECT," and will be performing roadway pavement repair to I-5 that will require scheduled lane closures, and

WHEREAS, the PROJECT is anticipated to cause substantial traffic congestion during construction, and

WHEREAS, such anticipated volumes cannot be effectively mitigated using typical temporary traffic control devices and signing during construction operations, and

WHEREAS, the traveling motorist needs a temporary method to avoid such congestion during the PROJECT, and

WHEREAS, West Seattle's primary connection to Interstate 5 (I-5) is the West Seattle Bridge, and to help relieve traffic volumes on the bridge, and the alternate routes promoted by the STATE during construction, alternate forms of transportation are being encouraged by the COUNTY and the STATE, and

WHEREAS, the COUNTY routinely contracts with privately owned Argosy Cruises to provide ferry service from Pier 55 on the downtown waterfront to the Seacrest dock in West Seattle, also known as the West Seattle Water Taxi, and hereinafter the "WATER TAXI," and

WHEREAS, due to federal security constraints, the WATER TAXI normally operates at reduced capacity, and

WHEREAS, to relieve the federal security constraints, the STATE has agreed to reimburse the COUNTY for contract costs with Argosy Cruises for Argosy Cruises to install an Automatic Identification System to the WATER TAXI, which will enable the vessel to be federally recertified and to run at full capacity, and

WHEREAS, in addition to funding the installation of the Automatic Identification System to the WATER TAXI, an additional early morning run has been requested by the

STATE, and in response to this request, the COUNTY has agreed to add a 6:10 am run to the normal week day WATER TAXI schedule, and

WHEREAS, due to inadequate parking availability at the Seacrest Dock in West Seattle, the COUNTY also routinely funds a free to the public, eighteen (18) passenger van shuttle service, hereinafter the "SHUTTLE SERVICE," which provides neighborhood transportation to the WATER TAXI, and

WHEREAS, currently two (2) vehicles are utilized by the SHUTTLE SERVICE, and

WHEREAS, the STATE has requested the COUNTY double the free to the public SHUTTLE SERVICE to four (4) equally equipped vans, to accommodate the anticipated additional ridership resulting from the increased capacity of the WATER TAXI, as well as the additional 6:10 am, week day WATER TAXI run, and

WHEREAS, the STATE agrees to reimburse the COUNTY for actual direct costs incurred to accomplish the work and to deliver the services set forth in this AGREEMENT, and

WHEREAS, the additional WATER TAXI run and the increased SHUTTLE SERVICE will be temporary in nature, and

WHEREAS, the primary purpose of this AGREEMENT is to provide the traveling motorist with a temporary alternative mode of transportation which may be used to avoid travel in the construction area, and

WHEREAS, this AGREEMENT will contribute toward the safe and effective operation of the PROJECT, and

WHEREAS, the work will assist in the efficient control of traffic congestion in construction areas located in traffic sensitive areas, thereby promoting the best interest of the traveling public,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK

1.1 The COUNTY will contract with Argosy Cruises to install an Automatic Identification System to the WATER TAXI. This will enable the WATER TAXI to run at full capacity.

1.2 The COUNTY will add one (1) run per day to the normal week day WATER TAXI schedule.

1.3 The COUNTY will double the fee to the public SHUTTLE SERVICE to four (4) equally equipped vans, to accommodate the additional ridership resulting from the increased capacity of the WATER TAXI, as well as providing the service to accommodate the additional 6:10 am, week day WATER TAXI run.

1.4 The STATE agrees to reimburse the COUNTY for actual direct costs incurred to accomplish the work and to deliver the services.

2. EFFECTIVE DATES

2.1 The WATER TAXI and SHUTTLE SERVICE, as described in this AGREEMENT, shall be available from August 11 to August 29, 2007, inclusive.

3. MAINTENANCE

3.1 The STATE is not responsible for any costs associated with maintenance of any kind to the WATER TAXI or SHUTTLE SERVICE vehicles or the Automatic Identification System to the WATER TAXI.

4. AMENDMENT

4.1 Any changes to this AGREEMENT shall be in writing and agreed to by signature of both the STATE and the COUNTY representatives authorized to do so.

5. PAYMENT

5.1 A Cost Estimate showing the work items is attached as Exhibit A, and by this reference is made a part of this AGREEMENT.

5.2 The COUNTY shall provide to the STATE an itemized monthly billing of the actual direct costs of the services provided by the COUNTY as addressed in this AGREEMENT.

5.3 Upon review and acceptance of the billing, the STATE agrees to pay the bill in full within 30 days from receipt of the billing from the COUNTY.

6. LEGAL RELATIONS

6.1 The COUNTY shall protect, defend, indemnify, and hold harmless the STATE, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of

damages (both to persons and property), arising out of, or in any way resulting from, the COUNTY's work to be performed or performed pursuant to the provisions of this AGREEMENT. The COUNTY will not be required to indemnify, defend, or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the STATE. Where such claims, suits, or actions result from concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence.

6.2 This indemnification shall survive the termination of this AGREEMENT.

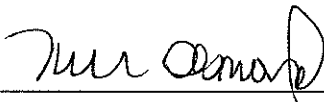
7. VENUE

7.1. In the event either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the STATE and the COUNTY hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day, month, and year last written below.

KING COUNTY METRO

**WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION**



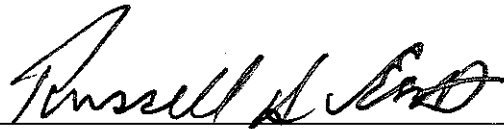
By

General manager

Title

8/7/07

Date



By

ASSISTANT REGIONAL ADMINISTRATOR

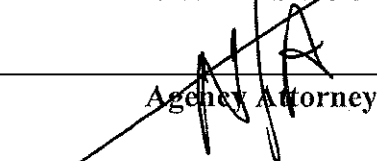
Title

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Date

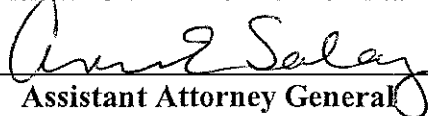
APPROVED AS TO FORM:

APPROVED AS TO FORM:



Agency Attorney

Date



Assistant Attorney General

7-27-07

Date

GCA 5485

Cost Estimate
Exhibit A

Automatic Identification System incl.	\$ 5,097.00
Additional morning WATER TAXI run @ \$187.50 (¾ hr) x 13 days, incl.	2,437.50
SHUTTLE SERVICE - Two additional vans @ 8 hr day x 13 days x \$55.86 hours, incl.	<u>11,618.88</u>
Estimated Total Cost	\$19,153.38

No overhead costs shall be billed by either PARTY. Overhead Agreement OH 00019.