

Hood Canal Bridge - Cooperative Agreement
Kitsap Transit
GCA 5481

This AGREEMENT is made and entered into this 23RD day of SEPTEMBER, 2007 between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and Kitsap Transit, hereinafter "KITSAP TRANSIT."

WHEREAS, the STATE has an active construction project to improve a section of State Route 104 titled "SR104 – Hood Canal Bridge Project West Half Retrofit and East Half Replacement," hereinafter the "PROJECT," and

WHEREAS, the STATE produced an Environmental Assessment for the PROJECT, approved by the Federal Highway Administration on March 7th, 2002, and

WHEREAS, the conditions established in the Environmental Assessment, provided for the mitigation of certain traffic impacts caused by the temporary six to eight week closure of the Hood Canal Bridge, and

WHEREAS, the mitigation measures in the Environmental Assessment provided for: passenger only shuttle service across the Hood Canal between Port Gamble and South Point, constructing and/or expanding the existing Port Gamble Park and Ride Lot, providing Express Bus Service to the greater Kitsap County area and providing a non-fixed route Non Emergency Medical Bus Service to destinations in Kitsap County and Seattle, and

WHEREAS, the STATE does not have adequate resources, workforce or experience to address all mitigation measures identified in the Environmental Assessment, and

WHEREAS, KITSAP TRANSIT has the adequate resources, workforce and experience to address those remaining mitigation measures for which the STATE is not able to address itself,

NOW, THEREFORE, by pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 It is the STATE's intent to close the Hood Canal Bridge to vehicle traffic for a period of six to eight weeks currently scheduled to start on or about May 1st, 2009 and end on or about June 30, 2009. The STATE will provide KITSAP TRANSIT two (2) weeks advance notice of the determined closure date.
- 1.2 During the closure of the bridge the STATE will provide passenger only water shuttle service in both directions across Hood Canal. The Kitsap County side of the shuttle service will be located at the landing at the Port Gamble Park and Ride Lot Facility (Port Gamble P & R) as shown in the plan marked Exhibit C, attached hereto and by reference made a part of this AGREEMENT.

Water shuttles will depart daily, every thirty (30) minutes from the Port Gamble P & R between the hours of 4:00 AM to 11:00 PM with the first departure at 4:00 AM. Water shuttles will arrive daily, every thirty (30) minutes at the Port Gamble P & R between the hours of 4:20 AM and 11:20 PM with the first arrival at 4:20 AM. Water shuttles will accommodate one hundred fifty (150) passengers. The following is the daily water shuttle schedule:

Daily

Leave Port Gamble

| Time | | Time | | Time | |
|----------|---|----------|---|-----------|---|
| 4:00 AM | 1 | 10:30 AM | 2 | 4:30 PM | 2 |
| 5:00 AM | 1 | 11:00 AM | 1 | (5:00 PM) | 1 |
| 5:30 AM | 2 | 11:30 AM | 2 | (5:30 PM) | 2 |
| 6:00 AM | 1 | Noon | 1 | (6:00 PM) | 1 |
| 6:30 AM | 2 | 12:30 PM | 2 | (6:30 PM) | 2 |
| 7:00 AM | 1 | 1:00 PM | 1 | (7:00 PM) | 1 |
| 7:30 AM | 2 | 1:30 PM | 2 | (7:30 PM) | 2 |
| 8:00 AM | 1 | 2:00 PM | 1 | (8:00 PM) | 1 |
| 8:30 AM | 2 | 2:30 PM | 2 | (8:30 PM) | 2 |
| 9:00 AM | 1 | 3:00 PM | 1 | 9:00 PM | 1 |
| 9:30 AM | 2 | 3:30 PM | 2 | 10:00 PM | 1 |
| 10:00 AM | 1 | 4:00 PM | 1 | | |

Times in parentheses () indicates time periods that the 3rd boat will be running.

1,2 Indicates boat number.

Daily

Leave South Point

| Time | Time | Time |
|------------|------------|-------------|
| 4:30 AM 1 | 11:00 AM 2 | (5:00 PM) 2 |
| 5:30 AM 1 | 11:30 AM 1 | (5:30 PM) 1 |
| 6:00 AM 2 | Noon 2 | (6:00 PM) 2 |
| 6:30 AM 1 | 12:30 PM 1 | (6:30 PM) 1 |
| 7:00 AM 2 | 1:00 PM 2 | (7:00 PM) 2 |
| 7:30 AM 1 | 1:30 PM 1 | (7:30 PM) 1 |
| 8:00 AM 2 | 2:00 PM 2 | (8:00 PM) 2 |
| 8:30 AM 1 | 2:30 PM 1 | (8:30 PM) 1 |
| 9:00 AM 2 | 3:00 PM 2 | 8:55 PM 2 |
| 9:30 AM 1 | 3:30 PM 1 | 9:30 PM 1 |
| 10:00 AM 2 | 4:00 PM 2 | 10:30 PM 1 |
| 10:30 AM 1 | 4:30 PM 1 | |

Times in parentheses () indicates time periods that the 3rd boat will be running. 1,2 Indicates boat number.

1.3 KITSAP TRANSIT agrees to provide Express Bus Service in support of the six to eight week closure of the Hood Canal Bridge as follows:

1.3.1 Express Bus Service: KITSAP TRANSIT will provide Express Bus Service daily, between the hours of 4:00 AM to 12:00 Noon. Express Bus Service will be coordinated with water shuttle arrivals and departures at the Port Gamble P & R. The following are the schedules for three (3) direct routes that the Express Bus Service will provide:

1.3.1.1 The Express Bus Service will provide service between the Kingston Ferry Terminal and the Port Gamble P & R on the following schedule:

| Port Gamble/Kingston | | | | 30 minute service | 1 bus/ferry | weekday only | weekend only | |
|----------------------|----------|----------|------------|--------------------|-------------|---------------|--------------|------|
| Express Bus Depart | Arrive | Ferry | Ferry | Express Bus Depart | Arrive | Water Shuttle | | Bu # |
| Port Gamble | Kingston | Departs | Arrives | Kingston | Port Gamble | Departs | | |
| 4:55 AM | 5:10 AM | 5:10 AM | | 5:30 AM | 5:45 AM | 6:00 AM | | 1 |
| 5:55 AM | 6:10 AM | 6:30 AM | 6:20 AM | 6:30 AM | 6:45 AM | 7:00 AM | | 1 |
| 6:25 AM | 6:40 AM | 7:10 AM | 7:00 AM | 7:00 AM | 7:15 AM | 7:30 AM | | 2 |
| 6:55 AM | 7:10 AM | 7:10 AM | | 7:30 AM | 7:45 AM | 8:00 AM | | 1 |
| 7:25 AM | 7:40 AM | 7:50 AM | 7:40 AM | 8:00 AM | 8:15 AM | 8:30 AM | | 2 |
| 7:55 AM | 8:10 AM | 8:35 AM | 8:25 AM | 8:30 AM | 8:45 AM | 9:00 AM | | 1 |
| 8:25 AM | 8:40 AM | | | 9:00 AM | 9:15 AM | 9:30 AM | | 2 |
| 8:55 AM | 9:10 AM | 9:25 AM | 9:10 AM | 9:30 AM | 9:45 AM | 10:00 AM | | 1 |
| 9:25 AM | 9:40 AM | 10:05 AM | 9:50 AM | 10:00 AM | 10:15 AM | 10:30 AM | | 2 |
| 9:55 AM | 10:10 AM | | | 10:30 AM | 10:45 AM | 11:00 AM | | 1 |
| 10:25 AM | 10:40 AM | 10:50 AM | 10:40 AM | 11:00 AM | 11:15 AM | 11:30 AM | | 2 |
| 10:55 AM | 11:10 AM | 11:25 AM | 11:15 AM | 11:30 AM | 11:45 AM | 12:00 Noon | | 1 |
| 11:25 AM | 11:40 AM | 12:10 PM | 12:00 Noon | 12:00 Noon | 12:15 PM | 12:30 PM | | 2 |
| 11:55 AM | 12:10 PM | 12:10 PM | | 12:30 PM | 12:45 PM | 1:00 PM | | 1 |
| 12:25 PM | 12:40 PM | 12:50 PM | 12:35 PM | 1:00 PM | 1:15 PM | 1:30 PM | | 2 |
| 12:55 PM | 1:10 PM | 1:40 PM | 1:25 PM | 1:30 PM | 1:45 PM | 2:00 PM | | 1 |
| 1:25 PM | 1:40 PM | 1:40 PM | 2:00 PM | 2:00 PM | 2:15 PM | 2:30 PM | | 2 |
| 1:55 PM | 2:10 PM | 2:15 PM | | 2:30 PM | 2:45 PM | 3:00 PM | | 1 |
| 2:25 PM | 2:40 PM | 3:10 PM | 3:00 PM | 3:00 PM | 3:15 PM | 3:30 PM | | 2 |
| 2:55 PM | 3:10 PM | 3:10 PM | | 3:30 PM | 3:45 PM | 4:00 PM | | 1 |
| 3:25 PM | 3:40 PM | 3:45 PM | 3:35 PM | 4:00 PM | 4:15 PM | 4:30 PM | | 2 |
| 3:55 PM | 4:10 PM | 4:30 PM | 4:20 PM | 4:30 PM | 4:45 PM | 5:00 PM | | 1 |
| 4:25 PM | 4:40 PM | 5:10 PM | 5:00 PM | 5:00 PM | 5:15 PM | 5:30 PM | | 2 |
| 4:55 PM | 5:10 PM | 5:10 PM | | 5:30 PM | 5:45 PM | 6:00 PM | | 1 |
| 5:25 PM | 5:40 PM | 5:50 PM | 5:40 PM | 6:00 PM | 6:15 PM | 6:30 PM | | 2 |
| 5:55 PM | 6:10 PM | 6:30 PM | 6:20 PM | 6:30 PM | 6:45 PM | 7:00 PM | | 1 |
| 6:25 PM | 6:40 PM | 7:15 PM | 7:00 PM | 7:00 PM | 7:15 PM | 7:30 PM | | 2 |
| 6:55 PM | 7:10 PM | 7:15 PM | | 7:30 PM | 7:45 PM | 8:00 PM | | 1 |
| 7:25 PM | 7:40 PM | 8:00 PM | 7:50 PM | 8:00 PM | 8:15 PM | 8:30 PM | | 2 |
| 7:55 PM | 8:10 PM | 10:35 AM | 8:25 PM | 8:30 PM | 8:45 PM | 9:00 PM | | 1 |
| 8:25 PM | 8:40 PM | 9:20 PM | | 9:00 PM | 9:15 PM | 9:30 PM | | 2 |
| 8:55 PM | 9:10 PM | 9:20 PM | 9:10 PM | 9:30 PM | 9:45 PM | 10:00 PM | | 1 |
| 9:25 PM | 9:40 PM | 9:55 PM | | | | | | 2 |
| 9:55 PM | 10:10 PM | 10:40 PM | 10:30 PM | 10:30 PM | 10:45 PM | 11:00 PM | | 1 |
| 10:25 PM | 10:40 PM | 10:40 PM | | | | | | 2 |
| 10:55 PM | 11:10 PM | 11:10 PM | | | | | | 1 |

1.3.1.2 The Express Bus Service will provide service between the Bainbridge Island Ferry Terminal, with a stop at the Poulsbo Transfer Center, and the Port Gamble P & R on the following schedule:

| Port Gamble/Bainbridge I. | | | | 1 bus/ferry | 30 min. service | weekday only | weekend only | |
|-----------------------------------|----------------------|------------------|------------------|----------------------------------|-----------------------|-----------------------------|--------------|--|
| Express Bus Depart Port Gamble | Arrive Bainbridge | Ferry Departs | Ferry Arrives | Express Bus Depart Bainbridge | Arrive Port Gamble | Water Shuttle Departs | Bus # | |
| 4:55 AM | 5:30 AM | 6:20 AM | 6:05 AM | 6:10 AM | 6:45 AM | 7:00 AM | 1 | |
| 5:55 AM | 6:30 AM | 7:05 AM | 6:45 AM | 6:40 AM | 7:15 AM | 7:30 AM | 2 | |
| 6:25 AM | 7:00 AM | 7:05 AM | 6:45 AM | 7:10 AM | 7:45 AM | 8:00 AM | 3 | |
| 6:55 AM | 7:30 AM | 7:55 AM | 7:40 AM | 7:40 AM | 8:15 AM | 8:30 AM | 1 | |
| 7:25 AM | 8:00 AM | 8:45 AM | 7:40 AM | 8:10 AM | 8:45 AM | 9:00 AM | 2 | |
| 7:55 AM | 8:30 AM | 8:45 AM | 8:30 AM | 8:40 AM | 9:15 AM | 9:30 AM | 3 | |
| 8:25 AM | 9:00 AM | 9:40 AM | 8:30 AM | 9:10 AM | 9:45 AM | 10:00 AM | 1 | |
| 8:55 AM | 9:30 AM | 9:40 AM | 9:20 AM | 9:40 AM | 10:15 AM | 10:30 AM | 2 | |
| 9:25 AM | 10:00 AM | 10:25 AM | 10:10 AM | 10:10 AM | 10:45 AM | 11:00 AM | 3 | |
| 9:55 AM | 10:30 AM | 11:30 AM | 10:10 AM | 10:40 AM | 11:15 AM | 11:30 AM | 1 | |
| 10:25 AM | 11:00 AM | 11:30 AM | | 11:10 AM | 11:45 AM | 12:00 PM | 2 | |
| 10:55 AM | 11:30 AM | 11:30 AM | 11:15 AM | 11:40 AM | 12:15 PM | 12:30 PM | 3 | |
| 11:25 AM | 12:00 Noon | 12:20 PM | 12:00 Noon | 12:10 PM | 12:45 PM | 1:00 PM | 1 | |
| 11:55 AM | 12:30 PM | 1:10 PM | 12:00 Noon | 12:40 PM | 1:15 PM | 1:30 PM | 2 | |
| 12:25 PM | 1:00 PM | 1:10 PM | 12:55 PM | 1:10 PM | 1:45 PM | 2:00 PM | 3 | |
| 12:55 PM | 1:30 PM | 2:05 PM | | 1:40 PM | 2:15 PM | 2:30 PM | 1 | |
| 1:25 PM | 2:00 PM | 2:05 PM | 1:45 PM | 2:10 PM | 2:45 PM | 3:00 PM | 2 | |
| 1:55 PM | 2:30 PM | 2:55 PM | 2:40 PM | 2:40 PM | 3:15 PM | 3:30 PM | 3 | |
| 2:25 PM | 3:00 PM | 3:50 PM | 2:40 PM | 3:10 PM | 3:45 PM | 4:00 PM | 1 | |
| 2:55 PM | 3:30 PM | 3:50 PM | 3:35 PM | 3:40 PM | 4:15 PM | 4:30 PM | 2 | |
| 3:25 PM | 4:00 PM | 4:35 PM | 3:35 PM | 4:10 PM | 4:45 PM | 5:00 PM | 3 | |
| 3:55 PM | 4:30 PM | 4:35 PM | 4:20 PM | 4:40 PM | 5:15 PM | 5:30 PM | 1 | |
| 4:25 PM | 5:00 PM | 5:30 PM | 5:15 PM | 5:10 PM | 5:45 PM | 6:00 PM | 2 | |
| 4:55 PM | 5:30 PM | 5:30 PM | 5:15 PM | 5:40 PM | 6:15 PM | 6:30 PM | 3 | |
| 5:25 PM | 6:00 PM | 6:30 PM | 6:05 PM | 6:10 PM | 6:45 PM | 7:00 PM | 1 | |
| 5:55 PM | 6:30 PM | 6:30 PM | 6:05 PM | 6:40 PM | 7:15 PM | 7:30 PM | 2 | |
| 6:25 PM | 7:00 PM | 7:10 PM | 6:55 PM | 7:10 PM | 7:45 PM | 8:00 PM | 3 | |
| 6:55 PM | 7:30 PM | 8:10 PM | 6:55 PM | 7:40 PM | 8:15 PM | 8:30 PM | 1 | |
| 7:25 PM | 8:00 PM | 8:10 PM | 7:55 PM | 8:10 PM | 8:45 PM | 9:00 PM | 2 | |
| 7:55 PM | 8:30 PM | 8:55 PM | 7:55 PM | 8:40 PM | 9:15 PM | 9:30 PM | 3 | |
| 8:25 PM | 9:00 PM | 9:45 PM | 8:45 PM | 9:10 PM | 9:45 PM | 10:00 PM | 1 | |
| 8:55 PM | 9:30 PM | 9:45 PM | 9:35 PM | 9:40 PM | 10:15 PM | | 2 | |
| 9:25 PM | 10:00 PM | 11:35 PM | 9:35 PM | 10:10 PM | 10:45 PM | 11:00 PM | 3 | |
| 9:55 PM | 10:30 PM | 11:35 PM | | | | | 1 | |
| 10:25 PM | 11:00 PM | 11:35 PM | | | | | 2 | |
| 10:55 PM | 11:30 PM | 11:35 PM | | | | | 3 | |

1.3.1.3 The Express Bus Service will provide service between the Kitsap Mall Transfer Center, in Silverdale, and the Port Gamble P & R on the following schedule:

| Port Gamble/Silv | | 1 bus/ferry | 30 minute service | weekday only | weekend only |
|-----------------------------------|----------------------|----------------------------------|-----------------------|--------------------------|--------------|
| Express Bus Depart Port Gamble | Arrive Silverdale | Express Bus Depart Silverdale | Arrive Port Gamble | Water Shuttle Departs | Bus # |
| 4:55 AM | 5:20 AM | 5:25 AM | 5:50 AM | 6:00 AM | 1 |
| 5:55 AM | 6:20 AM | 6:25 AM | 6:50 AM | 7:00 AM | 1 |
| 6:25 AM | 6:50 AM | 6:55 AM | 7:20 AM | 7:30 AM | 2 |
| 6:55 AM | 7:20 AM | 7:25 AM | 7:50 AM | 8:00 AM | 1 |
| 7:25 AM | 7:50 AM | 7:55 AM | 8:20 AM | 8:30 AM | 2 |
| 7:55 AM | 8:20 AM | 8:25 AM | 8:50 AM | 9:00 AM | 1 |
| 8:25 AM | 8:50 AM | 8:55 AM | 9:20 AM | 9:30 AM | 2 |
| 8:55 AM | 9:20 AM | 9:25 AM | 9:50 AM | 10:00 AM | 1 |
| 9:25 AM | 9:50 AM | 9:55 AM | 10:20 AM | 10:30 AM | 2 |
| 9:55 AM | 10:20 AM | 10:25 AM | 10:50 AM | 11:00 AM | 1 |
| 10:25 AM | 10:50 AM | 10:55 AM | 11:20 AM | 11:30 AM | 2 |
| 10:55 AM | 11:20 AM | 11:25 AM | 11:50 AM | 12:00 Noon | 1 |
| 11:25 AM | 11:50 AM | 11:55 AM | 12:20 PM | 12:30 PM | 2 |
| 11:55 AM | 12:20 PM | 12:25 PM | 12:50 PM | 1:00 PM | 1 |
| 12:25 PM | 12:50 PM | 12:55 PM | 1:20 PM | 1:30 PM | 2 |
| 12:55 PM | 1:20 PM | 1:25 PM | 1:50 PM | 2:00 PM | 1 |
| 1:25 PM | 1:50 PM | 1:55 PM | 2:20 PM | 2:30 PM | 2 |
| 1:55 PM | 2:20 PM | 2:25 PM | 2:50 PM | 3:00 PM | 1 |
| 2:25 PM | 2:50 PM | 2:55 PM | 3:20 PM | 3:30 PM | 2 |
| 2:55 PM | 3:20 PM | 3:25 PM | 3:50 PM | 4:00 PM | 1 |
| 3:25 PM | 3:50 PM | 3:55 PM | 4:20 PM | 4:30 PM | 2 |
| 3:55 PM | 4:20 PM | 4:25 PM | 4:50 PM | 5:00 PM | 1 |
| 4:25 PM | 4:50 PM | 4:55 PM | 5:20 PM | 5:30 PM | 2 |
| 4:55 PM | 5:20 PM | 5:25 PM | 5:50 PM | 6:00 PM | 1 |
| 5:25 PM | 5:50 PM | 5:55 PM | 6:20 PM | 6:30 PM | 2 |
| 5:55 PM | 6:20 PM | 6:25 PM | 6:50 PM | 7:00 PM | 1 |
| 6:25 PM | 6:50 PM | 6:55 PM | 7:20 PM | 7:30 PM | 2 |
| 6:55 PM | 7:20 PM | 7:25 PM | 7:50 PM | 8:00 PM | 1 |
| 7:25 PM | 7:50 PM | 7:55 PM | 8:20 PM | 8:30 PM | 2 |
| 7:55 PM | 8:20 PM | 8:25 PM | 8:50 PM | 9:00 PM | 1 |
| 8:25 PM | 8:50 PM | 8:55 PM | 9:20 PM | 9:30 PM | 2 |
| 8:55 PM | 9:20 PM | 9:25 PM | 9:50 PM | 10:00 PM | 1 |
| 9:25 PM | 9:50 PM | | | | 2 |
| 9:55 PM | 10:20 PM | 10:25 PM | 10:50 PM | 11:00 PM | 1 |
| 10:25 PM | 10:50 PM | 10:55 PM | | | 2 |
| 10:55 PM | 11:20 PM | | | | 1 |

1.3.2 During the hours of operation, KITSAP TRANSIT will have a full time standby bus at the Port Gamble P & R to accommodate any overloads or other unforeseen events.

1.4 Non Emergency Medical Bus Service: KITSAP TRANSIT shall provide dedicated Non Emergency Medical Bus Service for water shuttle passengers who have medical appointments in Seattle or the Kitsap County Area. KITSAP TRANSIT will operate an appointment phone service during the hours of 7:30 AM to 7:30 PM, Monday through Friday, for passengers to call and arrange service.

1.4.1 Seattle Service: KITSAP TRANSIT shall provide Non Emergency Medical Bus service to specified medical facilities in Seattle to accommodate water shuttle passengers with medical appointments. Non Emergency Medical Bus service will be available Monday through Friday between the Port Gamble P & R and the Bainbridge Island Ferry Terminal. Departing times from the Port Gamble P & R for the Non Emergency Medical Bus service shall be 5:30 AM and 6:00 AM for morning medical appointments, and 9:00 AM and 10 AM for afternoon medical appointments. KITSAP TRANSIT shall provide Non Emergency Medical Bus service at the Seattle Ferry Terminal, Pier 50, to receive walk-on passengers unloading from the Bainbridge Island ferry, and deliver those passengers to specified medical facilities in Seattle. KITSAP TRANSIT shall provide four (4) return Non Emergency Medical Bus trips in the afternoon transporting passengers from specified Seattle medical facilities to the Seattle Ferry Terminal. Return times will be based on scheduled medical appointments. These passengers will be met at the Bainbridge Island Ferry terminal by Non Emergency Bus service and be transported to the Port Gamble P & R. Seattle medical facilities that the Non Emergency Medical Bus service will transport passengers to and from are as follows:

- Swedish Medical Center
- Virginia Mason Medical Center
- University of Washington Medical Center
- Harborview Medical Center
- Children's Hospital and Regional Medical Center

1.4.2 Kitsap County Service: KITSAP TRANSIT shall provide Non Emergency Medical Bus service to medical facilities in Poulsbo, Silverdale and Bremerton, accommodating water shuttle passengers with medical appointments. Non Emergency Medical Bus service will be available Monday through Friday from the Port Gamble P & R to medical facilities in Poulsbo, Silverdale and Bremerton and back. As this is an "on-call" type service there will be no schedule. KITSAP TRANSIT shall provide daily trip counts to the STATE the following weekday by email. Based on customer need, KITSAP TRANSIT and the STATE may consider adding a Non Emergency Medical Bus for Saturday service.

1.5 Should KITSAP TRANSIT deem it necessary to revise the schedules and services as identified in sections 1.3 and 1.4 during the closure to better meet customer needs, KITSAP TRANSIT shall notify the STATE by letter or E-mail within 24 hours after initiating said revision. The STATE shall provide written approval or rejection of the change within 24 hours of receipt of KITSAP TRANSIT's notification. Should the STATE reject the revision, the schedule and services shall revert to those previously approved or as additionally provided by the STATE.

1.6 A vicinity map marked Exhibit A, attached hereto and by reference made a part of this AGREEMENT, delineates the water shuttle route, Port Gamble P & R, and the Express Bus Service routes.

- 1.7 KITSAP TRANSIT shall provide Maintenance and Operations services for the Port Gamble P & R during the six to eight week bridge closure as follows:
- 1.7.1 One, six (6) yard dumpster and six (6) ornamental stone type garbage receptacles pick-up including removal of all refuse. All garbage receptacles shall be maintained daily in a safe and sanitary condition.
- 1.7.2 The Port Gamble P & R shall be maintained free of debris and spills, including but not limited to: organic materials, paper, glass, and metal items.
- 1.7.3 KITSAP TRANSIT shall immediately notify the STATE of any apparent contaminate spill or other contaminate condition noted at the Port Gamble P & R. Contaminates include but are not limited to: gas, oil, grease, or other hazardous or apparent hazardous material. The STATE shall be responsible for determining the appropriate action to be taken regarding said contaminate.
- 1.7.4 Removal of graffiti.
- 1.7.5 Removal of abandoned vehicles or vehicles parked in an unsafe location in accordance with state and local regulations. The STATE shall provide and install regulatory parking signs. KITSAP TRANSIT shall provide and install towing company signage.
- 1.7.6 Four (4) portable toilet facilities for public use. These units shall be sited in accordance with the Americans with Disabilities Act for Accessibility. The portable toilets shall be maintained in a safe and sanitary condition. Maintenance of the portable toilets shall be provided in accordance with the manufacture's suggested maintenance requirements and schedule.
- 1.7.7 Provide and install way finding signs informing passengers of Express Bus and its destination.
- 1.8 Provide an on-site supervisor of the Port Gamble P & R for the duration of the bridge closure. The duties of the supervisor shall be, at a minimum, as follows:
- Coordination of Express Bus Service with water shuttle service and ensuring a standby bus is on site to accommodate peak periods, overloads, or other unforeseen events.
 - Coordination of Non Emergency Medical Bus services during hours of operation.
 - Coordination with the water shuttle terminal supervisor.
 - KITSAP TRANSIT shall insure that the supervisor has the equipment and ability to immediately summon emergency responders (law enforcement, fire, and EMS).
- 1.9 Provide for the security of the Port Gamble P & R. At a minimum, KITSAP TRANSIT agrees to provide an on-site security guard twenty four hours a day, seven days a week during the period of the bridge closure. KITSAP TRANSIT shall insure that the security guard has the equipment and ability to immediately summon emergency responders (law enforcement, fire, and EMS).

2. MARKETING

- 2.1 KITSAP TRANSIT shall provide for marketing and/or outreach to the general public, notifying the public of the expanded transit service available during closure of the Hood Canal Bridge. This outreach will include the following marketing methods:
- Express Bus Service schedules
 - Informational posters
 - Informational web site that includes participating transit agencies
511 transportation hotline (or 888 rideshare hotline number)

3. REPRESENTATIVES

- 3.1 All contact between the Parties, for the purpose of implementing the work identified within this AGREEMENT, shall be administered through the following representatives:

The STATE's project manager for the purposes of this AGREEMENT is:

HCB Principal Engineer
950 Broadway, Suite 501
Tacoma, WA 98402
Phone: (253) 305-6424
Email: ziegled@wsdot.wa.gov

The KITSAP TRANSIT representative for the purposes of this AGREEMENT is:

John Clauson
Service Development Director
60 Washington Ave., Suite 200
Bremerton, WA 98337
Phone: (360) 478-6223
Email: johnc@kitsaptransit.com

- 3.2 At least two weeks prior to the closure of the Hood Canal Bridge, the STATE and KITSAP TRANSIT shall provide each other, in writing, with an, "immediate contact", name and telephone number to be available twenty four (24) hours a day, seven (7) days a week for the purpose of immediate notification of operational issues and emergency needs.

4. PAYMENT

- 4.1 The STATE, in consideration of the faithful performance of the services to be provided by KITSAP TRANSIT, agrees to reimburse KITSAP TRANSIT for the actual direct and related indirect cost of the KITSAP TRANSIT work as described in this AGREEMENT. In accordance with existing agreement OH-00179, the STATE shall not pay for KITSAP TRANSIT overhead.

- 4.2 The STATE agrees to make partial payments within thirty (30) days of receipt of a detailed KITSAP TRANSIT invoice to cover costs incurred. Payments are not to be made more frequently than once per month. It is agreed that any partial payment will not constitute agreement as to the appropriateness of any item and that at the time of the final billing, all required adjustments will be made and reflected in the final payment.
- 4.3 An itemized cost estimate for the services to be performed by KITSAP TRANSIT at the STATE's expense is marked Exhibit B, attached hereto and by this reference made a part of this AGREEMENT.
- 4.4 In the event unforeseen conditions require an increase in costs exceeding 25 percent of the total cost estimate shown in Exhibit B, the Parties agree to amend this AGREEMENT to change the scope of services or to cover the cost increases.

5. RIGHT OF ENTRY

- 5.1 The STATE hereby grants to KITSAP TRANSIT, including its agents and subagents, the right of entry upon all land which the STATE has interest for the purpose of fulfilling the services identified herein.

6. MODIFICATION

- 6.1 No modification of this AGREEMENT is valid unless evidenced in writing by amendment or supplement to this AGREEMENT, signed by both Parties.

7. ASSIGNMENT

- 7.1 Neither Party to this AGREEMENT shall transfer or assign any right or obligation hereunder without the prior written consent of the other Party.

8. SEVERABILITY

- 8.1 Should any section, term or provision of this AGREEMENT be determined to be invalid, the remainder of this AGREEMENT shall not be affected and the same shall continue in full force and effect.

9. HOLD HARMLESS/INDEMNIFICATION

- 9.1 KITSAP TRANSIT 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 KITSAP TRANSIT's work pursuant to the provisions of this AGREEMENT. KITSAP TRANSIT 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 the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 9.2 KITSAP TRANSIT agrees that its obligations under Section 9 extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees, agents, and subagents while performing work under this AGREEMENT while located on STATE-owned right-of-way. For this purpose, KITSAP TRANSIT, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.
- 9.3 This indemnification and waiver shall survive the termination of this AGREEMENT.

10. DISPUTES

- 10.1 In the event that a dispute arises under this AGREEMENT that cannot be resolved to the satisfaction of both Parties, it shall be resolved as follows: KITSAP TRANSIT and the STATE shall each appoint a member to a disputes board, these two members shall select a third member not affiliated with either Party's agency. The decision made by this board shall be final and binding on the Parties to this AGREEMENT. Costs related to the third member will be equally shared between KITSAP TRANSIT and the STATE. An unresolved dispute, between the Parties, shall in no way impact services as outlined in this AGREEMENT. Both Parties shall perform said services to the best of the Party's ability.

11. TERMINATION

- 11.1 The STATE may terminate this AGREEMENT, in whole or in part, immediately upon notice to KITSAP TRANSIT, or at such later date as the STATE may establish in such notice, upon the occurrence of any of the following events:
- (a) If KITSAP TRANSIT fails to provide services as called for by this AGREEMENT within the time specified herein or any extension thereof;
 - (b) If KITSAP TRANSIT fails to perform any of the other provisions of this AGREEMENT, or so fails to pursue the work as to endanger performance of this AGREEMENT in accordance with its terms, and after receipt of written notice from STATE fails to correct such failures within 10 days or such longer period as STATE may authorize; or
 - (c) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this AGREEMENT is prohibited.
- 11.2 Any termination of this AGREEMENT shall not prejudice any rights or obligations accrued to the Parties prior to termination.

12. VENUE

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

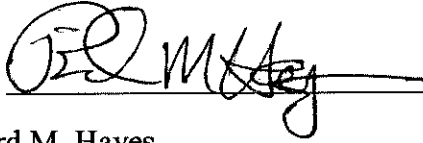
13. AUDITS AND RECORDS


13.1 All KITSAP TRANSIT records in support of all costs incurred shall be maintained by KITSAP TRANSIT for a period of three (3) years from completion of the work performed in this AGREEMENT. The state and/or federal government shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the work performed herein is subject to audit.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the day, month, and year first above written.

KITSAP TRANSIT

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: 
Richard M. Hayes,
Executive Director Kitsap Transit

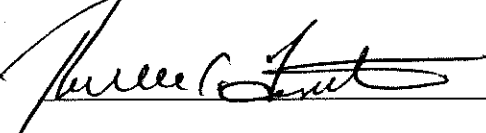
By: 
Kevin J. Dayton, Region Administrator


Date: 9/11/07

Date: Sept 23, 2007

APPROVED AS TO FORM

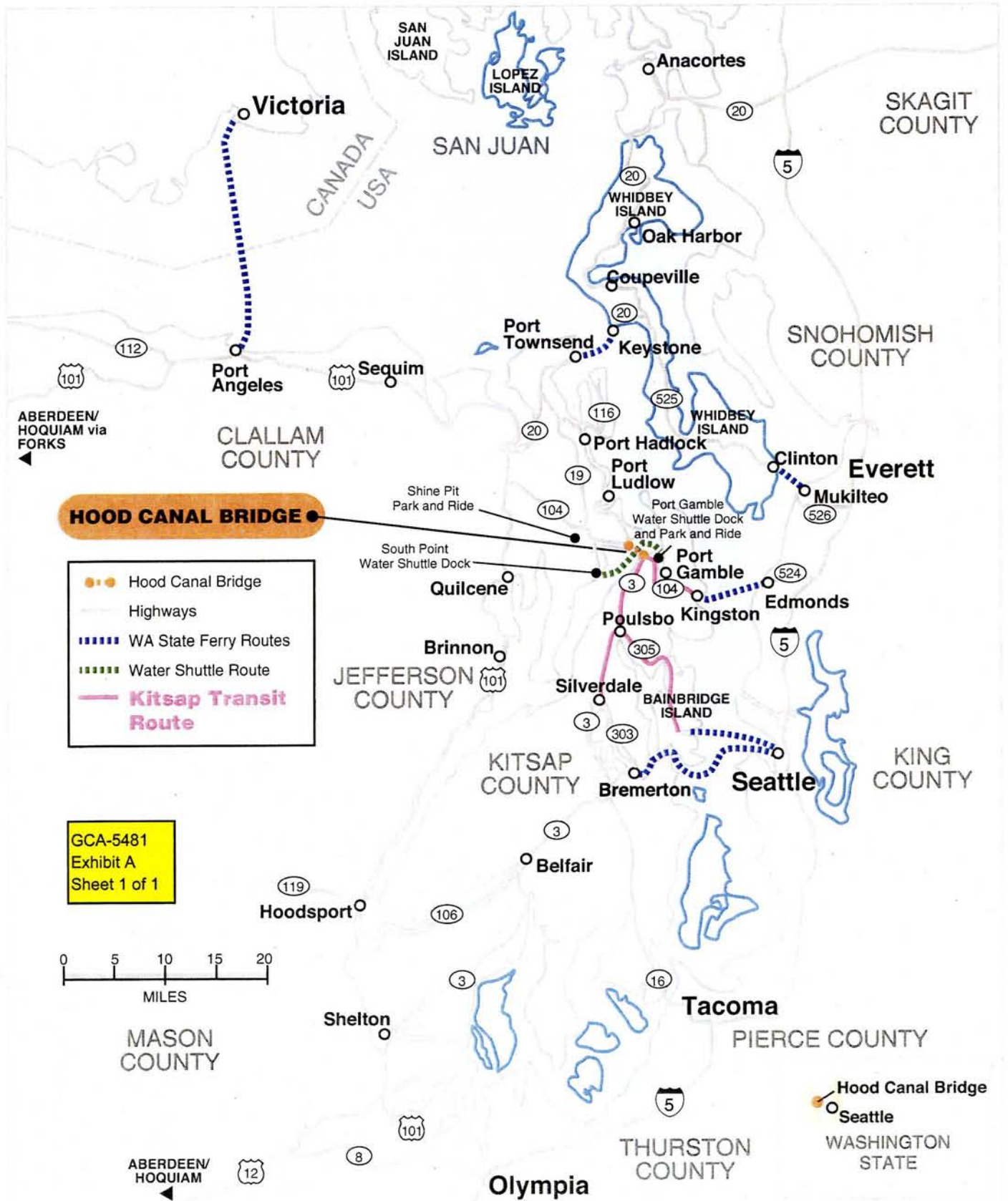
APPROVED AS TO FORM

By: 
KITSAP TRANSIT Attorney

By: 
Assistant Attorney General

Date: 9-12-07

Date: 8-10-07



SAN JUAN ISLAND

LOPEZ ISLAND

Victoria

Anacortes

SKAGIT COUNTY

SAN JUAN

CANADA
USA

20

5

20

WHIDBEY ISLAND

Oak Harbor

Goupeville

20

Port Townsend

Keystone

SNOHOMISH COUNTY

112

Port Angeles

101 Sequim

CLALLAM COUNTY

20

116

525

WHIDBEY ISLAND

19

Port Hadlock

Port Ludlow

Clinton

Everett

Mukilteo

104

Shine Pit Park and Ride

South Point Water Shuttle Dock

Quilcene

Port Gamble

104

524

Edmonds

Poulsbo

Kingston

5

Brinnon

JEFFERSON COUNTY

101

Silverdale

BAINBRIDGE ISLAND

3

303

Bremerton

Seattle

KING COUNTY

3

Belfair

119 Hoodsport

106

3

16

Tacoma

PIERCE COUNTY

MASON COUNTY

Shelton

5

THURSTON COUNTY

Olympia

ABERDEEN/HOQUIAM

12

8

Hood Canal Bridge
Seattle
WASHINGTON STATE

GCA-5481
Exhibit B
Cost Estimate

Assumes most likely scenario of a six week closure.

| | |
|--|--------------------|
| Express Bus Service: | \$727,300 |
| 7 buses per day, 7 days per week | |
| 23 to 25 drivers | |
| Fuel and Maintenance | |
| Bus Leasing | \$162,000 |
| 20 buses at \$4,000 per mo. per each | |
| Non Emergency Medical Service | \$275,000 |
| 8 buses per day, 5 to 6 days per week | |
| 10 drivers, 1 dispatcher, 1 supervisor | |
| 220 hours training | |
| Fuel and Maintenance | |
| Park & Ride Lot Maintenance and Operations | \$29,500 |
| 24/7 facility security | |
| Facilities assistant | |
| One 6 yard dumpster emptied twice per week | |
| 6 ornamental stone type garbage cans emptied daily | |
| 3 portable toilets | |
| 1 ADA portable toilet | |
| Park & Ride Lot Supervision | \$24,750 |
| Facility supervisor | |
| Marketing | \$3,000 |
| Subtotal 2007 dollars | \$1,221,550 |
| 5% escalation per year to 2009 | \$125,210 |
| TOTAL (2009 dollars) | \$1,346,760 |



GCA-5481
Exhibit C
Sheet 1 of 1