

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
AND
LINK TRANSIT

US 2/97 PESHASTIN EAST - INTERCHANGE

AGREEMENT GCA 5231

This AGREEMENT is made and entered into this 19th day of September, 2007, between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and LINK Transit, 2700 Euclid Ave., Wenatchee, WA 98801, a municipal corporation organized pursuant to chapter 36.57A RCW, hereinafter "LINK."

WHEREAS, the STATE is planning the construction of "US 2/97 Peshastin East - Interchange," hereinafter the "Project," and in connection therewith, LINK has requested that the STATE perform certain modifications to allow for transit bus pullouts, pedestrian sidewalks, and bus shelter pads, hereinafter referred to as the "WORK," as herein described in Exhibit B, and

WHEREAS, it is deemed to be in the public's best interest for the STATE to include the WORK in the STATE's Project, and

WHEREAS, LINK is obligated for the cost of the WORK described herein,

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

1. GENERAL

1.1 The STATE, agrees to perform the WORK for LINK as described in Exhibit B, attached hereto and by this reference made a part of this AGREEMENT. LINK also agrees to enter into a lease agreement with the STATE for the shelters and shelter pads within STATE right-of-way. LINK agrees to enter into the lease agreement prior to construction of the shelters. Link agrees to enter into a maintenance agreement that will clarify LINK's responsibility to operate and maintain the park and ride lot, sidewalks, and other facilities as will be required in the maintenance agreement.

1.2 Plans, specifications and cost estimates (PS&E) shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications), and amendments thereto, and adopted design standards, unless otherwise noted for the WORK. The STATE will incorporate the plans and specifications into the STATE's Project and thereafter advertise the resulting Project for bid and, assuming bids are received and a contract is awarded, administer the contract.

1.3 An estimate for the WORK is outlined in Exhibit A, attached hereto and made a part of this AGREEMENT. In the event the PS&E cost is more than 25 percent above the estimate in Exhibit A, LINK shall have the option of directing the STATE to delete all or a portion of the WORK from the STATE's Project.

1.4 In the event that the actual bid price results in an excess over the total estimate in Exhibit A by more than 25 percent, the STATE shall provide written notification to LINK of the increased cost and the total actual bid price for the WORK. LINK shall have five (5) working days from the date of written notification to inform the STATE to delete the WORK. Should LINK exercise its option to delete the WORK, LINK agrees, upon billing by the STATE, to reimburse the STATE for the preliminary engineering costs as shown in Exhibit A.

1.5 LINK may, if it desires, furnish an inspector for the WORK solely for the purposes of inspecting the WORK. Any costs for such inspection will be borne solely by LINK. All contact between said inspector and the STATE's contractor shall be through the STATE's representative.

2. PAYMENT

2.1 LINK, in consideration of the faithful performance of the WORK to be done by the STATE, agrees to reimburse the STATE within thirty (30) days from receipt of a STATE invoice for the actual direct and related indirect cost of the WORK.

2.2 Overhead fees have been waived by the State. The State's reasons are documented in an inter-office memorandum dated May 4, 2007 from Marcy Yates to Paul Mahre, P.E.

2.3 Partial payments shall be made by LINK upon request by the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final payment, all required adjustments will be made and reflected in a final payment.

3. INCREASED COSTS

3.1 In the event unforeseen conditions require an increase in costs over the awarded amount (including sales tax, engineering, and contingencies) by more than \$10,000, the Parties agree to amend this AGREEMENT, covering such increase.

4. CHANGE ORDERS

4.1 Changes to the WORK will be documented by change order as defined in the 2006 edition of the Standard Specifications.

4.2 Required change orders involve such changes in quantities or alterations in the WORK as are necessary to satisfactorily complete the Project as determined by the STATE. All other change orders shall be considered elective. The STATE shall process all required change orders in the manner as set forth in subsection 1-2.4C(3), Approval of Changes, State Construction Manual, current edition.

4.3 LINK authorizes the STATE to initiate, negotiate, document and execute all required change orders.

4.4 The STATE will advise LINK of any proposed required change orders that modifies the WORK and provide it with an opportunity, if time permits, to review the change order before execution. The STATE will determine the length of the review time based upon the need to expedite the change order to avoid delay to the Project.

4.5 Any elective change order that modifies the WORK, shall require the written approval of LINK. A decision to execute an elective change order shall be made by mutual agreement of the STATE and LINK.

4.6 LINK may request additions to the WORK through the STATE. The STATE will comply with the requested change provided that the change complies with the Standard Specifications, Project permits, state and/or federal law and applicable rules and/or regulations and/or design policies.

4.7 The STATE will make available to LINK all change order documentation.

4.8 In the event it is determined that LINK does not have sufficient funds to complete the WORK, the STATE and LINK shall negotiate to determine the future of the WORK. If it is determined that the WORK cannot proceed, the WORK shall be brought to a level that is safe for public use and the STATE will delete the balance of the WORK from the Project. LINK shall still be responsible for all costs incurred by the STATE, except for deleted WORK.

5. PROJECT ACCEPTANCE

5.1 Prior to acceptance of the WORK, the STATE and LINK will perform a joint final inspection. LINK agrees, upon satisfactory completion of the WORK and receipt of a Notice of Physical Completion, as determined by the STATE, to deliver a letter of acceptance which shall include a release of the STATE of all future claims, or demands of any nature resulting from the performance of the WORK, subject to any Contractor claims caused by the negligent acts or omissions of the STATE in administering the WORK. If a letter of acceptance is not received by the STATE within thirty (30) days following the Notice of Physical Completion of the WORK, the WORK shall be considered accepted by LINK and shall release the STATE from all future claims and demands of any nature resulting from the performance of the WORK, subject to any Contractor claims caused by the negligent acts or omissions of the STATE in administering the project.

5.2 LINK may withhold its acceptance of the WORK by submitting written notification to the STATE within thirty (30) days following the Notice of Physical Completion of the WORK. This notification shall include all reason(s) for withholding the acceptance.

6. OWNERSHIP, OPERATION AND MAINTENANCE

6.1 LINK shall be responsible for the operation and maintenance of the shelters and shelter pads located within STATE right-of-way. In accordance with Section 1.1, LINK shall enter into a separate lease agreement to maintain the shelters and shelter pads and other facilities as will be required in the lease agreement.

6.2 The STATE shall own and be responsible for the operation and maintenance of the bus pullout. The STATE shall own the sidewalks, but in accordance with Section 1.1, LINK shall enter into a separate maintenance agreement to maintain the sidewalks and other facilities as referenced in the maintenance agreement.

7. SEVERABILITY

7.1 Should any part, 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.

8. LEGAL RELATIONS

8.1 Each of the Parties, 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, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each of the Party's own negligent acts or omissions in relation to the WORK covered by 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/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

8.2 This indemnification and/or waiver shall survive the termination of this AGREEMENT.

9. VENUE

9.1 In the event that a 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 Thurston County Superior Court.

10. TERMINATION

10.1 This AGREEMENT may not be terminated unless mutually agreed to in writing by both Parties once the construction contract has been awarded.

11. DISPUTE RESOLUTION

11.1 Should a dispute arise, the Parties agree to work together to settle the dispute. Should the STATE and LINK be unable to resolve the dispute, the STATE shall have the final say as to how the WORK will be completed. Nothing resulting from the STATE's right to final say shall lessen the responsibility of LINK to pay the actual direct and related indirect costs of the WORK under this AGREEMENT.

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

LINK TRANSIT

By: *Richard DeRock*
Richard DeRock
(name printed)
General Manager
(title)

Date: 9/17/07

APPROVED AS TO FORM

By: *[Signature]*
LINK Attorney
Date: 8-29-07

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: *Paul J. Mahre*
Paul J. Mahre
(name printed)
State/Local Program Manager
(title)

Date: 9/19/07

APPROVED AS TO FORM

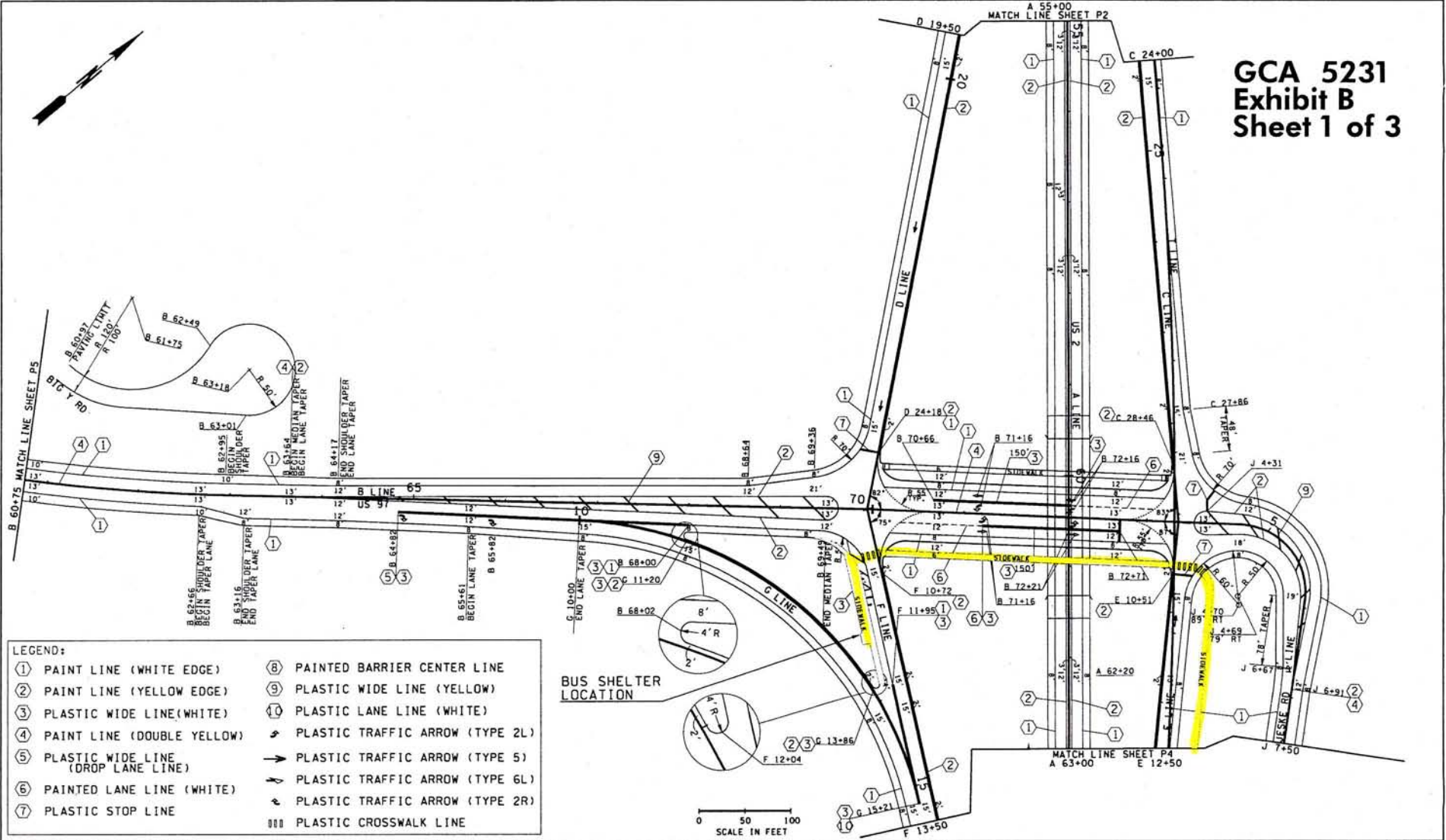
By: *[Signature]*
Assistant Attorney General
Date: 8-21-07

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
ESTIMATE SHEET**

**US 2/97 Peshastin East Interchange
Link Bus Pullouts and Sidewalk**
ENGINEER'S ESTIMATE DATE : 08/09/07

| ITEM NO. | | STD. ITEM No. | UNITS | UNIT PRICE | QUANTITY | AMOUNT |
|--|--------------------------------------|---------------|-------|------------|----------|--------------------|
| 1 | MOBILIZATION | 0001 | LS | | | \$4,150.00 |
| 2 | ROADWAY EXCAVATION INCL. HAUL | 0310 | CY | \$6.00 | 500 | \$3,000.00 |
| 3 | SCHEDULE A CULV. PIPE 12 IN. DIAM. | 1180 | LF | \$35.00 | 30 | \$1,050.00 |
| 4 | CRUSHED SURFACING BASE COURSE | 5100 | TON | \$16.00 | 180 | \$2,880.00 |
| 5 | ANTI-STRIPPING ADDITIVE | 5334 | EST | | | \$120.00 |
| 6 | HMA C. 1/2 IN. PG 64-28 | 5767 | TON | \$60.00 | 120 | \$7,200.00 |
| 7 | CEMENT CONC. TRAFFIC CURB AND GUTTER | 6700 | LF | \$16.00 | 201 | \$3,216.00 |
| 8 | PLASTIC LINE - AGREEMENT | 6807 | LF | \$1.50 | 353.00 | \$529.50 |
| 9 | PLASTIC WIDE LINE | 6818 | LF | \$3.00 | 130.00 | \$390.00 |
| 10 | PLASTIC CROSSWALK LINE | 6857 | SF | \$6.00 | 160.00 | \$960.00 |
| 11 | PLASTIC TRAFFIC LETTER | 6871 | EACH | \$35.00 | 22.00 | \$770.00 |
| 12 | ILLUMINATION SYSTEM NO. 2 | 6904 | LS | | | \$5,000.00 |
| 13 | PROJECT TEMPORARY TRAFFIC CONTROL | 6971 | LS | | | \$2,200.00 |
| 14 | CEMENT CONC. SIDEWALK | 7055 | SY | \$35.00 | 570.00 | \$19,950.00 |
| 15 | CEMENT CONC. SIDEWALK RAMP TYPE 3B | 7058 | EACH | \$1,500.00 | 2.00 | \$3,000.00 |
| 16 | CEMENT CONC. SIDEWALK RAMP TYPE 4A | 7058 | EACH | \$1,500.00 | 1.00 | \$1,500.00 |
| 17 | SPCC PLAN | 7736 | LS | | 1.00 | \$8.00 |
| CONSTRUCTION TOTAL | | | | | | \$55,923.50 |
| SALES TAX | | | | 8.00% | | \$4,473.88 |
| SUB TOTAL | | | | | | \$60,397.38 |
| ENGINEERING & CONTINGENCIES | | | | 10.00% | | \$6,039.74 |
| PROJECT TOTAL | | | | | | \$66,437.12 |
| PRELIMINARY ENGINEERING | | | | | | \$5,000 |
| PROJECT TOTAL & PRELIMINARY ENGINEERING | | | | | | \$71,437.12 |
| OVERHEAD - waived | | | | 0.00% | | \$0.00 |
| GRAND TOTAL | | | | | | \$71,437.12 |

GCA 5231 Exhibit B Sheet 1 of 3



LEGEND:

| | |
|--------------------------------------|-----------------------------------|
| ① PAINT LINE (WHITE EDGE) | ⑧ PAINTED BARRIER CENTER LINE |
| ② PAINT LINE (YELLOW EDGE) | ⑨ PLASTIC WIDE LINE (YELLOW) |
| ③ PLASTIC WIDE LINE (WHITE) | ⑩ PLASTIC LANE LINE (WHITE) |
| ④ PAINT LINE (DOUBLE YELLOW) | ↗ PLASTIC TRAFFIC ARROW (TYPE 2L) |
| ⑤ PLASTIC WIDE LINE (DROP LANE LINE) | → PLASTIC TRAFFIC ARROW (TYPE 5) |
| ⑥ PAINTED LANE LINE (WHITE) | ↘ PLASTIC TRAFFIC ARROW (TYPE 6L) |
| ⑦ PLASTIC STOP LINE | ↖ PLASTIC TRAFFIC ARROW (TYPE 2R) |
| | ▬▬▬ PLASTIC CROSSWALK LINE |

| | | | |
|---------------|---|--------------|---------|
| FILE NAME | G:\Engineering\PE20\Projects\US 297\Peshastin East Interchange\XL2072 PAVING Amber3.dgn | | |
| TIME | 9:31:49 AM | REGION | STATE |
| DATE | 8/16/2007 | 10 | WASH |
| PLOTTED BY | demoryr | JOB NUMBER | 08B001 |
| DESIGNED BY | E. HOWE | CONTRACT NO. | |
| ENTERED BY | W. E. JUDGE | LOCATION NO. | XL2072 |
| CHECKED BY | D. LEWIS | | |
| PROJ. ENGR. | M. FLEMING | | |
| REGIONAL ADM. | D. SENN | REVISION | DATE BY |

Michael S. Fleming
Professional Engineer
State of Washington
License No. 08B001
Expires Aug. 2, 2009

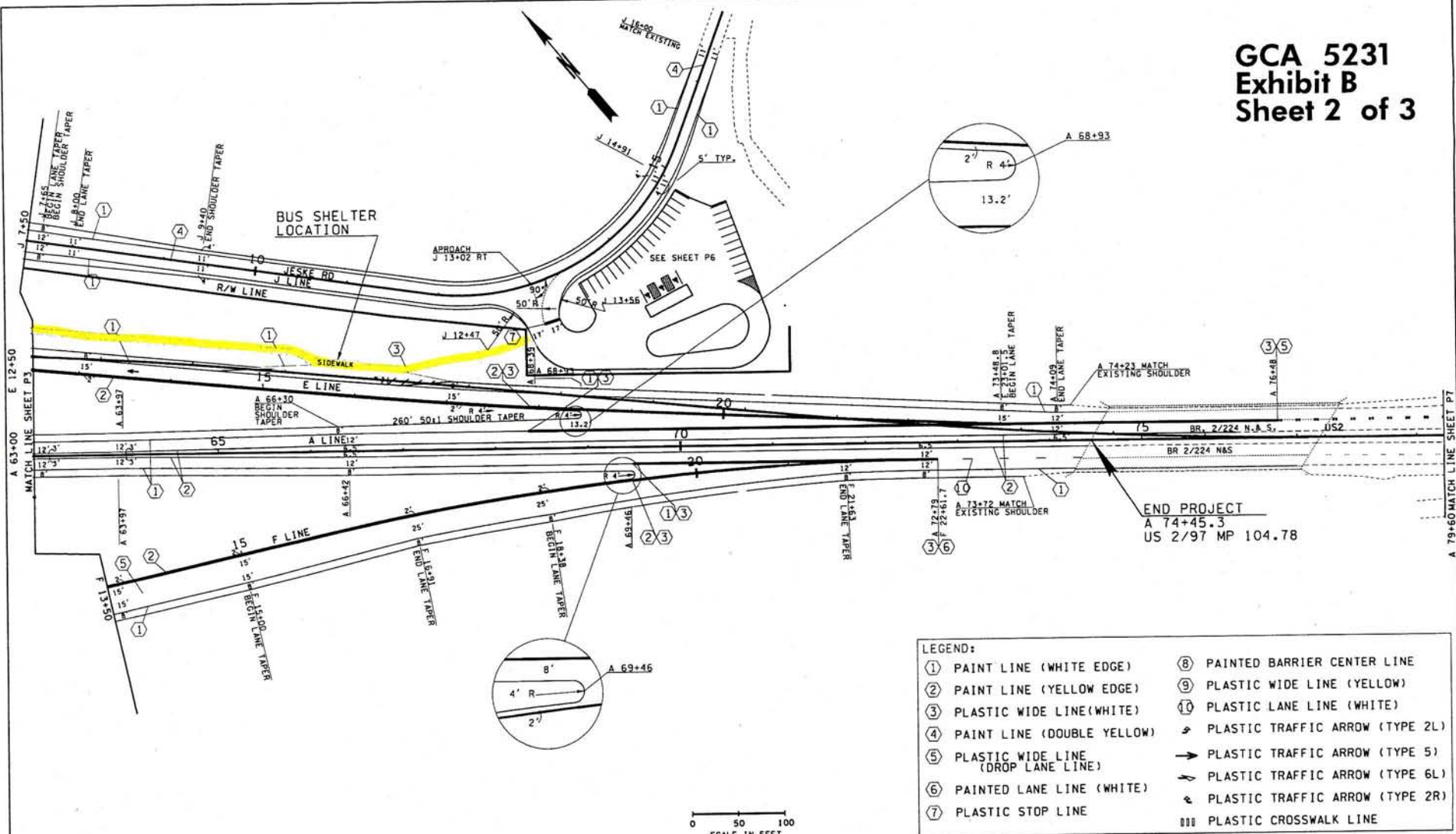
Washington State
Department of Transportation

US 297
PESHASTIN EAST
INTERCHANGE

PAVING & PAVEMENT MARKING PLAN

| |
|-----------------|
| PLOT3 |
| P3 |
| SHEET OF SHEETS |

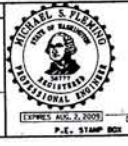
GCA 5231 Exhibit B Sheet 2 of 3



| LEGEND: | |
|--------------------------------------|-----------------------------------|
| ① PAINT LINE (WHITE EDGE) | ⑧ PAINTED BARRIER CENTER LINE |
| ② PAINT LINE (YELLOW EDGE) | ⑨ PLASTIC WIDE LINE (YELLOW) |
| ③ PLASTIC WIDE LINE (WHITE) | ⑩ PLASTIC LANE LINE (WHITE) |
| ④ PAINT LINE (DOUBLE YELLOW) | ➤ PLASTIC TRAFFIC ARROW (TYPE 2L) |
| ⑤ PLASTIC WIDE LINE (DROP LANE LINE) | ➔ PLASTIC TRAFFIC ARROW (TYPE 5) |
| ⑥ PAINTED LANE LINE (WHITE) | ➤ PLASTIC TRAFFIC ARROW (TYPE 6L) |
| ⑦ PLASTIC STOP LINE | ➤ PLASTIC TRAFFIC ARROW (TYPE 2R) |
| | ▬▬▬ PLASTIC CROSSWALK LINE |

| | |
|---------------|--|
| FILE NAME | G:\Engineering\PE20\Projects\US 2&97\Peshastin East Interchange\XL2072 PAVING Amber3.dgn |
| TIME | 9:31:51 AM |
| DATE | 8/16/2007 |
| PLOTTED BY | demoryr |
| DESIGNED BY | E. HOWE |
| ENTERED BY | W. E. JUDGE |
| CHECKED BY | D. LEWIS |
| PROJ. ENGR. | M. FLEMING |
| REGIONAL ADM. | D. SENN |

| | | |
|------------|--------------|--------------|
| REGION | STATE | LOCATION NO. |
| 10 | WASH | XL2072 |
| JOB NUMBER | CONTRACT NO. | |
| 088001 | | |



| | |
|------|----------------|
| DATE | P.E. STAMP BOX |
| | |



| | |
|---|-----------------|
| US 297 PESHASTIN EAST INTERCHANGE | PL014 |
| PAVING & PAVEMENT MARKING PLAN | P4 |
| | SHEET OF SHEETS |

MP 104.45

| P.I. STATION | DELTA | RADIUS | TANGENT | LENGTH |
|---------------|-------------|---------|---------|---------|
| LC 77+41.84 | 95.56.57 RT | 78.00' | 83.22' | 125.50' |
| LC 81+82.58 | 78.00' RT | 750.00' | 203.00' | 141.00' |
| CR 0+00.00 | 22.15.45 L | 143.25' | 88.18' | 55.58' |
| CR 3+41.83 | 47.34.37 RT | 143.25' | 55.82' | 106.45' |
| LR 2466+92.89 | 19.17.30 LT | 716.20' | 121.72' | 241.19' |

T24N. R18E. W.M.

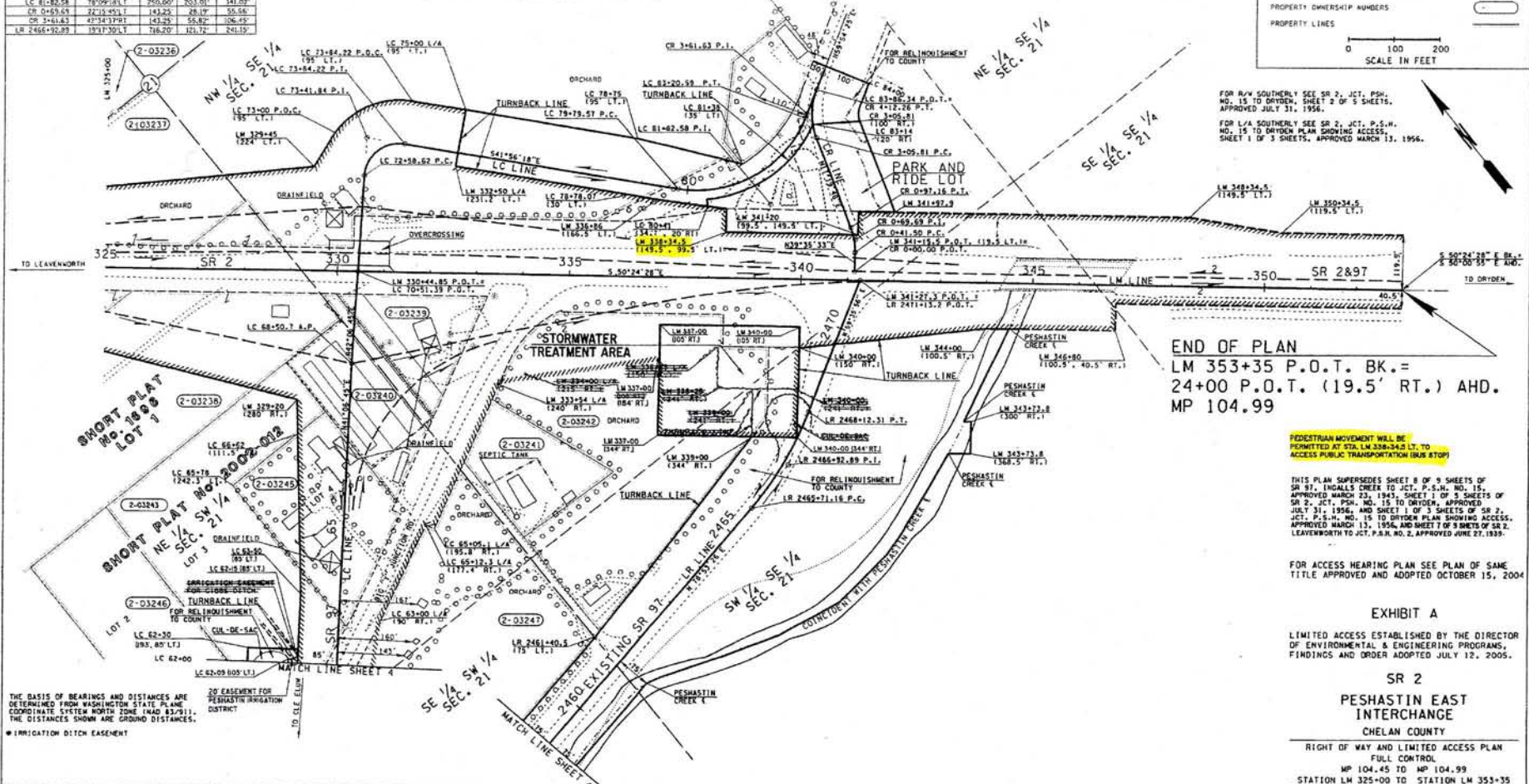
LEGEND

ACCESS TO BE PROHIBITED SHOWN THIS WAY

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

0 100 200
SCALE IN FEET



END OF PLAN
LM 353+35 P.O.T. BK.=
24+00 P.O.T. (19.5' RT.) AHD.
MP 104.99

PEDESTRIAN MOVEMENT WILL BE PERMITTED AT STA. LM 338+34.5 LT. TO ACCESS PUBLIC TRANSPORTATION (BUS STOP)

THIS PLAN SUPERSEDES SHEET 8 OF 9 SHEETS OF SR 97, INCALLS CREEK TO JCT. P.S.H. NO. 15 TO DRYDEN, SHEET 1 OF 3 SHEETS OF SR 2, JCT. P.S.H. NO. 15 TO DRYDEN, APPROVED JULY 31, 1956, AND SHEET 1 OF 3 SHEETS OF SR 2, JCT. P.S.H. NO. 15 TO DRYDEN PLAN SHOWING ACCESS, APPROVED MARCH 13, 1956, AND SHEET 7 OF 9 SHEETS OF SR 2, LEAVENWORTH TO JCT. P.S.H. NO. 2, APPROVED JUNE 27, 1939.

FOR ACCESS HEARING PLAN SEE PLAN OF SAME TITLE APPROVED AND ADOPTED OCTOBER 15, 2004

EXHIBIT A

LIMITED ACCESS ESTABLISHED BY THE DIRECTOR OF ENVIRONMENTAL & ENGINEERING PROGRAMS, FINDINGS AND ORDER APPROVED JULY 12, 2005.

**SR 2
PESHASTIN EAST
INTERCHANGE
CHELAN COUNTY**

RIGHT OF WAY AND LIMITED ACCESS PLAN
FULL CONTROL
MP 104.45 TO MP 104.99
STATION LM 325+00 TO STATION LM 353+35
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



APPROVED AND ADOPTED JULY 29, 2005

James A. Wagoner
PROJECT ENGINEER
RECORD OF WAY PLANS ENGINEER

SHEET 3 OF 4 SHEETS

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/91). THE DISTANCES SHOWN ARE GROUND DISTANCES.

* IRRIGATION DITCH EASEMENT

| PARCEL NO. | NAME | TOTAL AREA | R/W | LT. REMAINDER RT. | EASMT | STATION ON ROADWAY | TYPE |
|------------|---|------------|-----|-------------------|-------|--------------------|------|
| 2-03241 | KAPRAL | 24.88 | | 7.84 | 17.00 | | |
| 2-03246 | WHITENEAD (TRAYFIELD BROTHERS ELEVATIONS, INC.) | 3.02 | | 0.01 | 3.01 | | |
| 2-03245 | WHITENEAD | 1.91 | | 1.44 | 0.47 | | |
| 2-03243 | TIMMERHANS | 4.00 | | 0.89 | 3.11 | | |
| 2-03242 | KAPRAL | 6.20 | | 6.20 | | | |
| 2-03241 | FRABLEY | 0.80 | | 0.80 | | | |
| 2-03240 | RMP COMPANY, INC. | 1.63 | | 1.63 | | | |
| 2-03239 | SWANSON | 1.03 | | 1.03 | | | |
| 2-03238 | SEE SHEET 2 | | | | | | |
| 2-03237 | SEE SHEET 2 | | | | | | |
| 2-03236 | SEE SHEET 2 | | | | | | |

| Letter | Date | Revision Description |
|----------------|----------|--|
| Letter 4-2-07 | 6-16-07 | Added Pedestrian Pathway Access (Note, Highlighted) Station LM 337+00 |
| Letter 3-19-06 | 10-07-06 | Revised Easement for Pedestrian Interchange District on LT. Side LC 62+00 to LC 82+00, Revised LVA on RT. Side LM 333+34 to LM 343+00 Revised Stormwater Treatment Area on LR. Side LM 337+00 to LM 340+00 |
| Letter 2-23-05 | 2-2-05 | Revised Boundary Parcel 2-03238 and 2-03240 |

SCANNED