



**Washington State
Department of Transportation**

<p>State Participating Agreement</p> <p>Work by Local Agency Actual Cost</p>	<p>Organization and Address</p> <p>City of Blaine 344 H. Street Blaine, WA 98230-4109</p>				
	<p>Section / Location</p> <p>SR 543, I5 to International Boundary</p>				
<p>Agreement Number</p> <p>GCA 4687</p>	<p>Description of Work</p> <p>The State planned to install a storm sewer system on an upcoming project as shown on Exhibit "B". Since the City is currently installing a water line in this same location, the State will pay the City to incorporate the storm sewer system into their project.</p>				
<table border="1"> <tr> <td>State Route Number</td> <td>Control Section Number</td> </tr> <tr> <td>543</td> <td>373501</td> </tr> </table>		State Route Number	Control Section Number	543	373501
State Route Number		Control Section Number			
543	373501				
<p>Region</p> <p>Northwest Region</p>					

THIS AGREEMENT, made and entered into this 27th day of October, 2005, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the LOCAL AGENCY is planning the construction of a project as shown above, and in connection therewith, the STATE has requested that the LOCAL AGENCY perform certain work as herein described, and

WHEREAS, it is deemed to be in the best interest for the STATE to include specific items of work in the LOCAL AGENCY's construction contract proposed for the above-noted project, and

WHEREAS, the STATE is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 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:

**I
GENERAL**

The LOCAL AGENCY, as agent acting for and on behalf of the STATE, agrees to perform the above "Description of Work".

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

The LOCAL AGENCY agrees to submit plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT, to the STATE for approval prior to advertising the project.

The STATE may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the STATE. All contact between said inspector and the LOCAL AGENCY's contractor shall be through the LOCAL AGENCY's representative.

The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

**II
PAYMENT**

The STATE, in consideration of the faithful performance of the work to be done by the LOCAL AGENCY, agrees to reimburse the LOCAL AGENCY for the actual direct and related indirect cost of the work.

An itemized estimate of cost for work to be performed by the LOCAL AGENCY at the STATE's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the LOCAL AGENCY, 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 audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the LOCAL AGENCY has completed the work.

**III
DELETION OF WORK**

In the event the estimate of cost, Exhibit "A", is in excess of \$10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of cost by more than 15 percent, the STATE shall have the option of directing the LOCAL AGENCY to delete all or a portion of the work covered by this AGREEMENT from the LOCAL AGENCY's contract. Except, that this provision shall be null and void if the STATE's portion of the work exceeds 20 percent of the actual total contract bid price.

The STATE shall have five (5) working days from the date of written notification to inform the LOCAL AGENCY to delete the work. Should the STATE exercise its option to delete work, the STATE agrees, upon billing by the LOCAL AGENCY, to reimburse the LOCAL AGENCY for preliminary engineering costs incurred by the LOCAL AGENCY to include the work covered by this AGREEMENT in the LOCAL AGENCY's contract.

**IV
EXTRA WORK**

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by supplemental AGREEMENT covering said increase.

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

LOCAL AGENCY

By 

Title City Manager

Date Oct. 20, 2005

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By 

Title Assistant Regional Administrator

Date 10/27/05

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the STATE prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the STATE.

**V
RIGHT OF ENTRY**

The STATE hereby grants and conveys to the LOCAL AGENCY the right of entry upon all land which the STATE has interest, within or adjacent to the right of way of the highway, for the purpose of constructing said improvements.

Upon completion of the work outlined herein, all future operation and maintenance of the STATE's facilities shall be at the sole cost of the STATE and without expense to the LOCAL AGENCY.

**VI
LEGAL RELATIONS**

No liability shall attach to the LOCAL AGENCY or the STATE by reason of entering into this agreement except as expressly provided herein.

GCA 4687

Exhibit "A" Estimate of Cost

Install 123.7 meters of 12" Storm Sewer System	\$58,000
Remove and reset 100 m Beam Guardrail	\$ 9,000
Traffic Control	\$ 5,000
Erosion Control/Clean Up	\$ 5,000
Temporary Roadside Treatment	\$ 5,700
Engineering	<u>\$10,000</u>
Total	\$92,700

This is a lump sum total amount agreed upon by both PARTIES. The State's participation will not exceed this total amount.

GCA 4687
EXHIBIT "B"
Sheet 1 of 3

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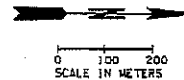
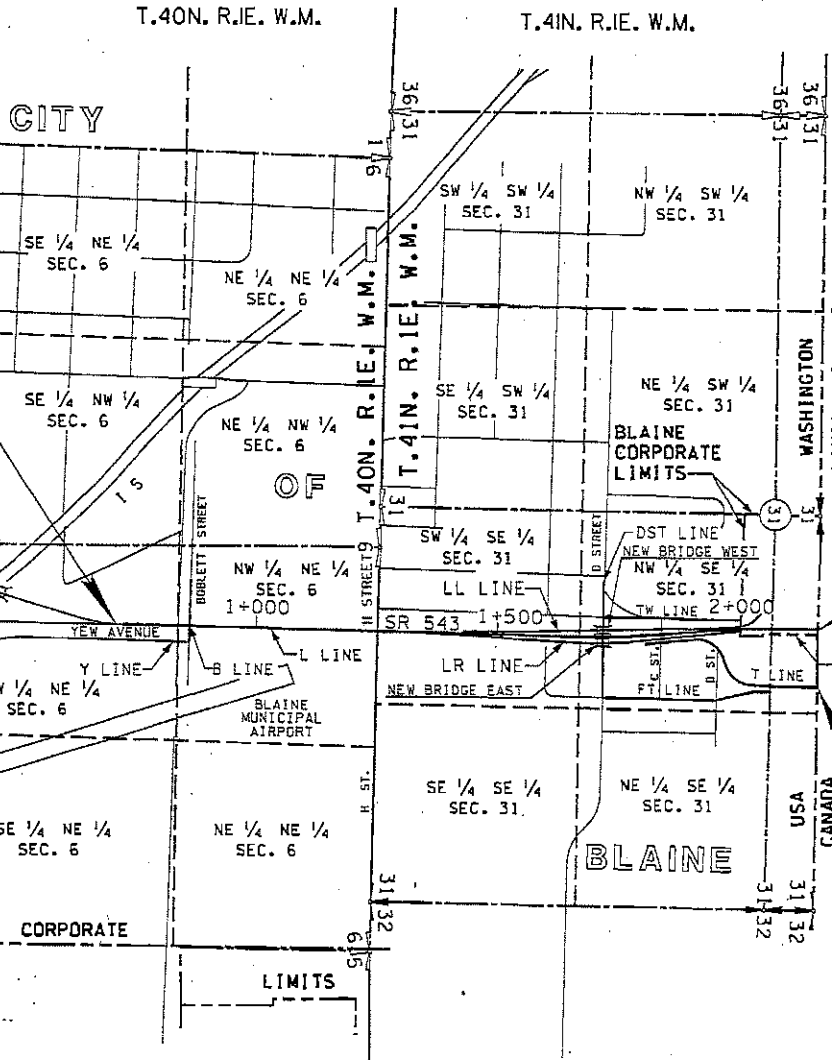
BEGIN F.A. HP-0543(00)
BEGIN PROJECT
SR543 - MP 0.20
L STA. 0+740.000

WHATCOM COUNTY

TO BELLINGHAM
19 MILES

BEGIN CONSTRUCTION
SR 543 MP 0.00

NOTE: ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE NOTED.



END F.A. HP-0543(00)
END PROJECT
SR543 - MP 1.09
L STA. 2+156.378

END CONSTRUCTION
T 2+237.860

DAVID EVANS AND ASSOCIATES INC.
415 - 118th Avenue SE
Bellevue, Washington 98005-5518
Phone: 425-519-6500

DESIGNED BY	DATE	DATE	REVISION	BY
F. PRIMERA	04/05			
F. PRIMERA	04/05			
W. GARING	04/05			
W. RUSSELL	04/05			
L. ENG	04/05			

SECTION	STATE	FED. AID PROJ. NO.
10	WASH	
JOB NUMBER	OSAD16	
CONTRACT AC.		



Washington State
Department of Transportation

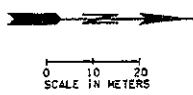
SR 543
I-5 TO INTERNATIONAL BOUNDARY
WIDENING & BORDER X-ING IMPROVEMENTS
VICINITY MAP

V1
SHEET
2
OF
466
SHEETS

PROOF COPY PS&E

GCA 4687
EXHIBIT "B"
Sheet 2 of 3

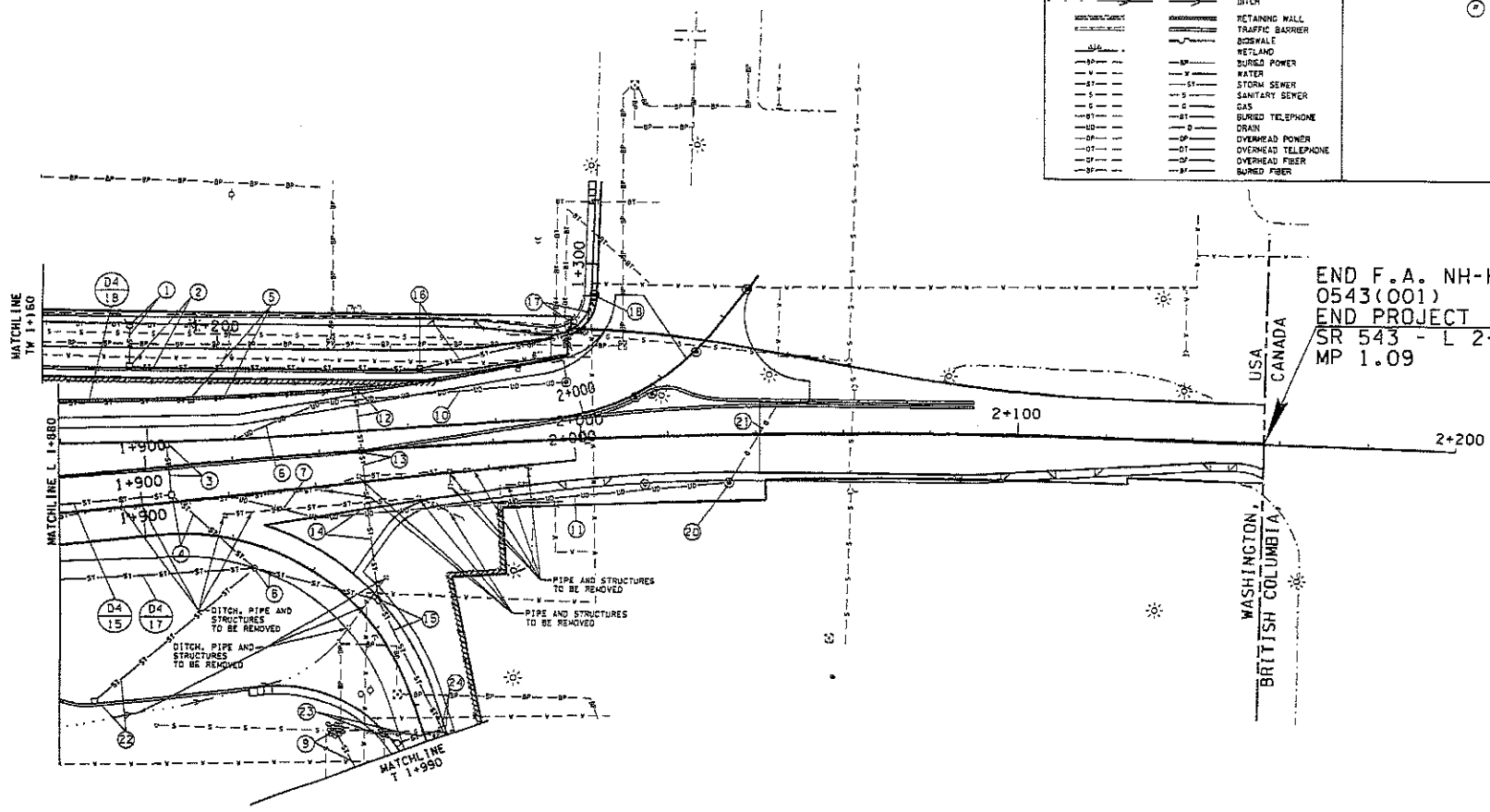
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T. 41 N. R. 1 E. W.M.

LEGEND		
EXISTING	NEW	DESCRIPTION
—	—	GRATE INLET
—	—	CATCH BASIN
—	—	MANHOLE
—	—	PIPES
—	—	DITCH
—	—	RETAINING WALL
—	—	TRAFFIC BARRIER
—	—	BOISWALE
—	—	WETLAND
—	—	BURIED POWER
—	—	WATER
—	—	STORM SEWER
—	—	SANITARY SEWER
—	—	GAS
—	—	BURIED TELEPHONE
—	—	DRAIN
—	—	OVERHEAD POWER
—	—	OVERHEAD TELEPHONE
—	—	OVERHEAD FIBER
—	—	BURIED FIBER

EXISTING	NEW	DESCRIPTION
—	—	LIMITED ACCESS
—	—	QUARRY SPALLS
—	—	DRAINAGE STRUCTURE
—	—	NOTE



- NOTE:**
1. SEE GRASS FILTER STRIP DETAIL SHEET D13.
 2. SEE SUBGRADE DRAIN DETAIL SHEET D12.

NOTE: ALL DIMENSIONS SHOWN ARE IN METERS UNLESS OTHERWISE NOTED.

DAVID EVANS AND ASSOCIATES INC.
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

DESIGNED BY	DATE	REVISION	BY
C. SCHULHAUS	09/05		
F. PRIMERA	09/05		
T. REED	09/05		
M. RUSSELL	09/05		
L. ENG	09/05		

REGIONAL STATE FED. AID PROJ. NO.
10 WASH
JOB NUMBER
05A016
CONTRACT NO.

MILLENNIUM Engineering Group, Inc.
PO BOX 600000 VAN NUYS CALIF 91410

Washington State Department of Transportation

SR 543
1-5 TO INTERNATIONAL BOUNDARY
WIDENING & BORDER X-ING IMPROVEMENTS

DRAINAGE PLAN

D5
SHEET
466
SHEETS

PROOF COPY PS&E

GCA 4687
EXHIBIT "B"
Sheet 3 of 3

STRUCTURE NOTES

NOTE: THE FIRST NUMBER OF THE "CODE DESIGNATION" BELOW REFERS TO THE SHEET NO. OR THE SHEET REFERENCE NO. SHOWING THE DRAINAGE FEATURE. THE SECOND NUMBER REFERS TO THE DRAINAGE FEATURE FOUND ON THAT SHEET.		CATCH BASIN TYPE 1	CATCH BASIN TYPE 2 1200 MM DIAM	SCH A STORM SEWER PIPE 300 MM DIAM	STRUCTURAL EXC CL B INCL HAUL	CONN TO EXIST DRAINAGE STRUCTURE	SHORING OR EXTRA EXC CL B												GENERAL NOTES:
CODE	LOCATION & UNIT OF MEASURE >	EACH	EACH	FT	FT	EACH	FT												
D5-1	TW 1+180,000, 5.145 LT		1	10	7														
D5-2	TW 1+180,000, 4.145 RT		1	67	139		119												
D5-16	TW 1+246,594, 4.328 RT	1		38	45														
D5-17	TW 1+284,230, 1.003 RT	1		9	14		2												
D5-18	TW 1+292,898, 0.685 LT					1													
SHEET TOTAL		2	2	125	205	1	121												
PROJECT TOTAL		2	2	125	205	1	121												

DESIGNED BY		REGION NO.	STATE	FED. AID PROJ. NO.	
ENTERED BY	G. RASNER	10	WASH		
CHECKED BY		JOB NUMBER			
PROJ. ENGR.		05A016			
REGION ADM.		CONTRACT NO.			
DATE	DATE	REVISION	BY		



SR 543
IS TO INTERNATIONAL BOUNDARY
US/ENGL & BORDER CROSSINGS
IMPROVEMENTS

1
SHEET
OF
SHEETS

STRUCTURE NOTES