

**CONTRIBUTION AGREEMENT
WORK BY STATE
Agreement Number GCA 6451**

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation (STATE) and the Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201-2686, (STA).

WHEREAS, the STATE is designing a project titled, "US 2/Euclid Ave. to Francis Ave. – HMA Paving," hereinafter the "Project," and

WHEREAS, as part of the Project, the STA has requested the STATE to modify various existing STA bus pull-outs within the Project limits as described in Exhibit B at locations shown in Exhibit C, and

WHEREAS, the STA is obligated for the costs of the modifications to the bus pull-outs' design and construction work, including but not limited to sidewalk adjustment, signs, storm sewer, drainage and crosswalk work, hereinafter the "Work,"

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits A, B, and C, which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, AND COST ESTIMATES

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 STA has reviewed and approved the design work for the STA PS&E Work portion of the Project.

2. BID, AWARD, AND COST ADJUSTMENTS

2.1 The STATE will advertise the Project, including the STA Work for bids.

2.2 The STATE will award and execute the Project contract, including the STA Work.

2.3 The STATE shall provide the STA with written notification of the bid price for the Work. The STA shall have five (5) working days from the date of written notification

to provide the STATE written approval of the bid price for the Work, or request the Work be deleted from the Project. The STA may request an extension of time in writing, provided that the STATE receives the written request not later than five (5) working days after the STA has received the written notification. The STATE shall provide a written response indicating the number of working days extended, if any.

2.4 The STA acknowledges that if it fails to provide the STATE with written approval of the bid price for the Work or request that the Work be deleted from the Project within five (5) working days and any approved extension of time pursuant to Section 2.3, the STATE shall delete the Work from the Project. In this event, the STA agrees to reimburse the STATE for engineering costs and actual direct and related indirect costs incurred by the STATE associated with deleting the Work from the Project. The STA understands that deleting the Work from the Project may require an equitable adjustment to the Project contract and agrees to reimburse the STATE for costs associated with the equitable adjustment. This Agreement shall then terminate upon receipt of all reimbursement and equitable adjustment payments in accordance with Section 6.

3. CONSTRUCTION

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 STA Work is constructed in accordance with the contract plans and specifications.

4. CONTRACT CHANGES

4.1 Changes to the STA Work will be documented by change order in accordance with the Standard Specifications. The STATE shall process change orders for all changes affecting the Work in the manner set forth in subsection 1-2.4C (3), Approval of Changes/Checklist, STATE Construction Manual, current edition.

4.2 Required changes involve such changes in quantities or alterations to the Work as are necessary to satisfactorily complete the Project. All other changes affecting the Work shall be considered elective changes.

4.3 The STA authorizes the STATE to initiate all required changes affecting the Work and to negotiate, document, and execute the associated change orders. The STA agrees to pay for the increases in cost, if any, for the required changes affecting the Work in accordance with Section 6.

4.4 The STATE will advise the STA of any proposed required changes affecting the Work as soon as possible and provide it with an opportunity, if time permits, to review the changes before implementation. The STATE will determine the length of the review

time based upon the need to expedite the required changes to avoid delay to the contractor.

4.5 The STA may request elective changes to the Work through the STATE in writing. The STATE will implement the requested elective changes provided that a change does not negatively impact the STATE's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or STATE design policies, and does not unreasonably delay critically scheduled Project contract activities.

4.6 All elective changes to the Work shall be approved in writing by the STA before the STATE directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The STA agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 6.

4.7 The STATE will make available to the STA all change order documentation related to the Work.

4.8 In the event it is determined that the STA does not have sufficient funds to complete the Work, the STATE and the STA 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 terminate the remainder of the Work from the Project contract. In the event the Work is terminated, Section 5 shall apply for that portion of the Work completed up to the time of termination. The STA agrees to pay all costs associated with termination, including contractor claims, in accordance with Section 7.

5. ACCEPTANCE

5.1 The STA 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.

6. PAYMENT

6.1 The STA, in consideration of the faithful performance of the Work performed by the STATE and its contractor, agrees to reimburse the STATE for the actual direct and related indirect costs of the Work, as shown in the cost estimate, Exhibit A

6.2 The STATE shall provide detailed invoices to the STA for the Work performed by the STATE. The STA agrees to make payment within thirty (30) calendar days from receipt of an invoice. A payment will not constitute agreement as to the appropriateness of any item. At the time of the final invoice, the Parties will resolve any discrepancies.

6.3 In the event unforeseen conditions, including required and elective change orders, require an increase in the cost of the Work above the cost estimate (including sales tax, engineering, and contingencies) by more than twenty-five, (25) percent, the Parties agree to modify this Agreement by executing a written amendment to address the increase pursuant to Section 8.1.

7. CLAIMS

7.1 Claims for Additional Payment

7.1.1 In the event the contractor makes claims for additional payment associated with the Work, the STATE will immediately notify the STA of such claims. Such claims shall be made in the manner and form as provided for in the Standard Specifications.

7.1.2 The STA shall not be obligated to pay such claims or their cost of defense to the extent that the claims are caused by the negligent acts or omissions of the STATE in administering the Work.

7.1.3 The STA shall have the right to review and comment on any settlement for claims associated with the Work. However, the STATE shall have the ultimate right to settle such claims. In the event the STA does not agree with the claim settlement as negotiated by the STATE, the STA reserves the right to not financially participate in the negotiated claim settlement. If agreement cannot be reached between the STA and the STATE on a claim settlement, the Parties agree to follow the dispute resolution procedure in Section 8.7.

7.1.4 If the STATE agrees, the STA may defend contractor claims associated with the Work at its own cost, and in so doing so, the STA agrees to pay any resulting settlement, court judgment, or arbitration award. The STATE will cooperate with the STA in the STA's defense of the claims. The STA agrees to reimburse any STATE costs, including attorney fees, incurred in providing such assistance in accordance with Section 6.

8. GENERAL PROVISIONS

8.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

8.2 Termination:

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

8.2.2 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the STA 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.

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

8.3 Independent contractor: The STATE shall be deemed an independent contractor for all purposes, and the employees of the STATE or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the STA.

8.4 Indemnification: The STATE shall protect, defend, indemnify, and hold harmless the STA, 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 Work to be performed or performed by the STATE pursuant to the provisions of this Agreement. The STATE will not be required to indemnify, defend, or save harmless the STA if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the STA. Where such claims, suits, or actions result from concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

8.5 Acceptance of Liability: The STA agrees and accepts full liability for any Work the STA has provided direction to the STATE to design and/or construct outside the STATE's jurisdiction that does not meet STATE standards.

8.6 Survivability: Sections 8.4 and 8.5 shall survive the termination of this Agreement.

8.7 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the STA shall each appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

8.8 Venue: 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 agree that any such action or proceedings shall be brought in Thurston County Superior Court.

Further, the Parties agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs.

8.9 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained by the STATE for a period of three (3) years. The STA shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the STA require copies of any records, it agrees to pay the costs thereof. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.

8.10 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

8.11 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

SPOKANE TRNSIT AUTHORITY	STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION
By: <i>E. Susan Meyer</i>	By: _____
Name <i>E. SUSAN MEYER</i>	Name <i>Keith A. Metcalf</i>
Title <i>CEO</i>	Title <i>RA</i>
Date <i>4-2-10</i>	Date <i>4/12/10</i>

APPROVED AS TO FORM:

By: *[Signature]*
Spokane Transit Attorney

Date: *4-9-10*

APPROVED AS TO FORM:

By: *[Signature]*
Assistant Attorney General

Date: *3-29-10*

GCA 6451 Exhibit A

T-1 Bid Items		Bid Item #	Quantity	Unit	Unit Price	Cost
Removing Cement Conc. Curb	110	70	LF	\$ 5.00	\$ 350.00	
Crushed Surfacing Base Course	5095	5	TON	\$ 8.00	\$ 40.00	
Cement Conc. Traffic Curb	6701	85	LF	\$ 13.00	\$ 1,105.00	
Cement Conc. Sidewalk	7055	70	SY	\$ 40.00	\$ 2,800.00	
Grooved Plastic Wide Line		20	LF	\$ 4.50	\$ 90.00	
Plastic Traffic Arrow	6833	1	EACH	\$ 90.00	\$ 90.00	
Permanent Signs	6890	1	LS	\$ 500.00	\$ 500.00	

T-5 Bid Items		Bid Item #	Quantity	Unit	Unit Price	Cost
Grooved Plastic Wide Line		100	LF	\$ 4.50	\$ 450.00	
Plastic Traffic Arrow	6833	2	EACH	\$ 90.00	\$ 180.00	
Plastic Traffic Letter	6871	4	EACH	\$ 90.00	\$ 360.00	
Permanent Signs	6890	1	LS	\$ 500.00	\$ 500.00	

T-7 Bid Items		Bid Item #	Quantity	Unit	Unit Price	Cost
Removing Cement Conc. Sidewalk	700	60	SY	\$ 8.00	\$ 480.00	
Removing Cement Conc. Curb	110	200	LF	\$ 5.00	\$ 1,000.00	
Roadway Excavation Incl. Haul	310	250	CY	\$ 18.00	\$ 4,500.00	
Cement Conc. Traffic Curb	6701	200	LF	\$ 13.00	\$ 2,600.00	
Topsoil Type C	6400	30	CY	\$ 35.00	\$ 1,050.00	
Sod Installation	6555	165	SY	\$ 8.00	\$ 1,320.00	
Catch Basin Type 2 48 In. Diam.	3105	1	EACH	\$ 2,000.00	\$ 2,000.00	
Structure Excavation Cl. B Incl. Haul	7006	35	CY	\$ 12.00	\$ 420.00	
Schedule A Storm Sewer Pipe 12 In. diam.	3541	15	LF	\$ 50.00	\$ 750.00	
Connection to Drainage Structure	9605	2	EACH	\$ 500.00	\$ 1,000.00	
Rectangular Vaned Grate		1	EACH	\$ 200.00	\$ 200.00	

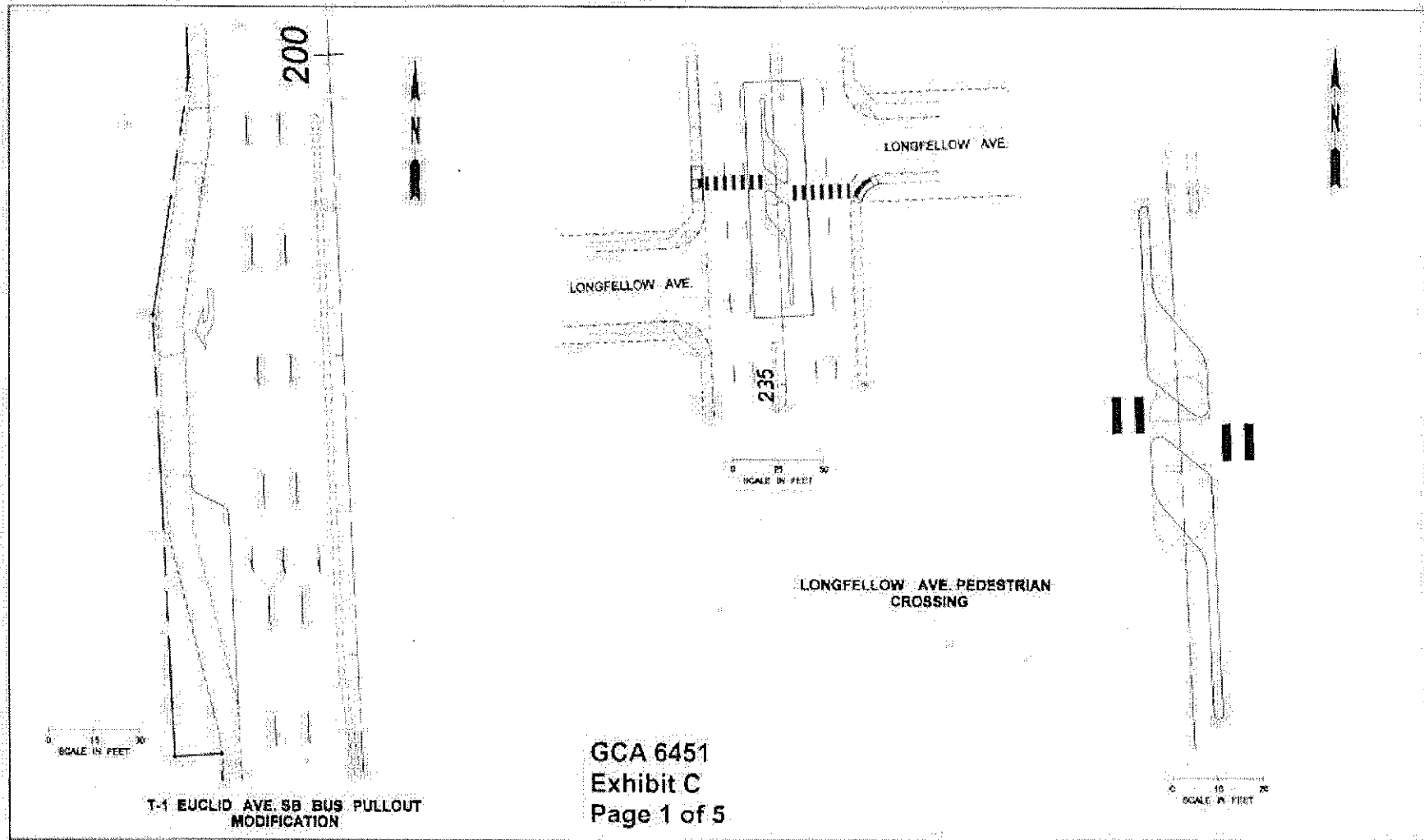
T-9 Bid Items		Bid Item #	Quantity	Unit	Unit Price	Cost
Crushed Surfacing Base Course	5095	60	TON	\$ 8.00	\$ 480.00	
Cement Conc. Traffic Curb	6701	200	LF	\$ 13.00	\$ 2,600.00	
HMA Cl. 1/2 In. PG70-28	5767	30	TON	\$ 65.00	\$ 1,950.00	
Catch Basin Type 2 48 In. Diam.	3105	1	EACH	\$ 2,000.00	\$ 2,000.00	
Structure Excavation Cl. B Incl. Haul	7006	35	CY	\$ 12.00	\$ 420.00	
Schedule A Storm Sewer Pipe 12 In. diam.	3541	15	LF	\$ 50.00	\$ 750.00	
Connection to Drainage Structure	9605	2	EACH	\$ 500.00	\$ 1,000.00	
Rectangular Vaned Grate		1	EACH	\$ 200.00	\$ 200.00	


T-11 Bid Items		Bid Item #	Quantity	Unit	Unit Price	Cost
Crushed Surfacing Base Course	5095	20	TON	\$ 8.00	\$ 160.00	
Removing Cement Conc. Sidewalk	700	129	SY	\$ 8.00	\$ 1,032.00	
Removing Cement Conc. Curb	110	725	LF	\$ 5.00	\$ 3,625.00	
Roadway Excavation Incl. Haul	310	80	CY	\$ 18.00	\$ 1,440.00	
Cement Conc. Traffic Curb	6701	220	LF	\$ 13.00	\$ 2,860.00	
Cement Conc. Sidewalk	7055	140	SY	\$ 40.00	\$ 5,600.00	
Topsoil Type C	6400	25	CY	\$ 35.00	\$ 875.00	
Sod Installation	6555	135	SY	\$ 8.00	\$ 1,080.00	
Catch Basin Type 2 48 In. Diam.	3105	1	EACH	\$ 2,000.00	\$ 2,000.00	
Structure Excavation Cl. B Incl. Haul	7006	35	CY	\$ 12.00	\$ 420.00	
Schedule A Storm Sewer Pipe 12 In. diam.	3541	15	LF	\$ 50.00	\$ 750.00	
Connection to Drainage Structure	9605	2	EACH	\$ 500.00	\$ 1,000.00	
Rectangular Vaned Grate		1	EACH	\$ 200.00	\$ 200.00	

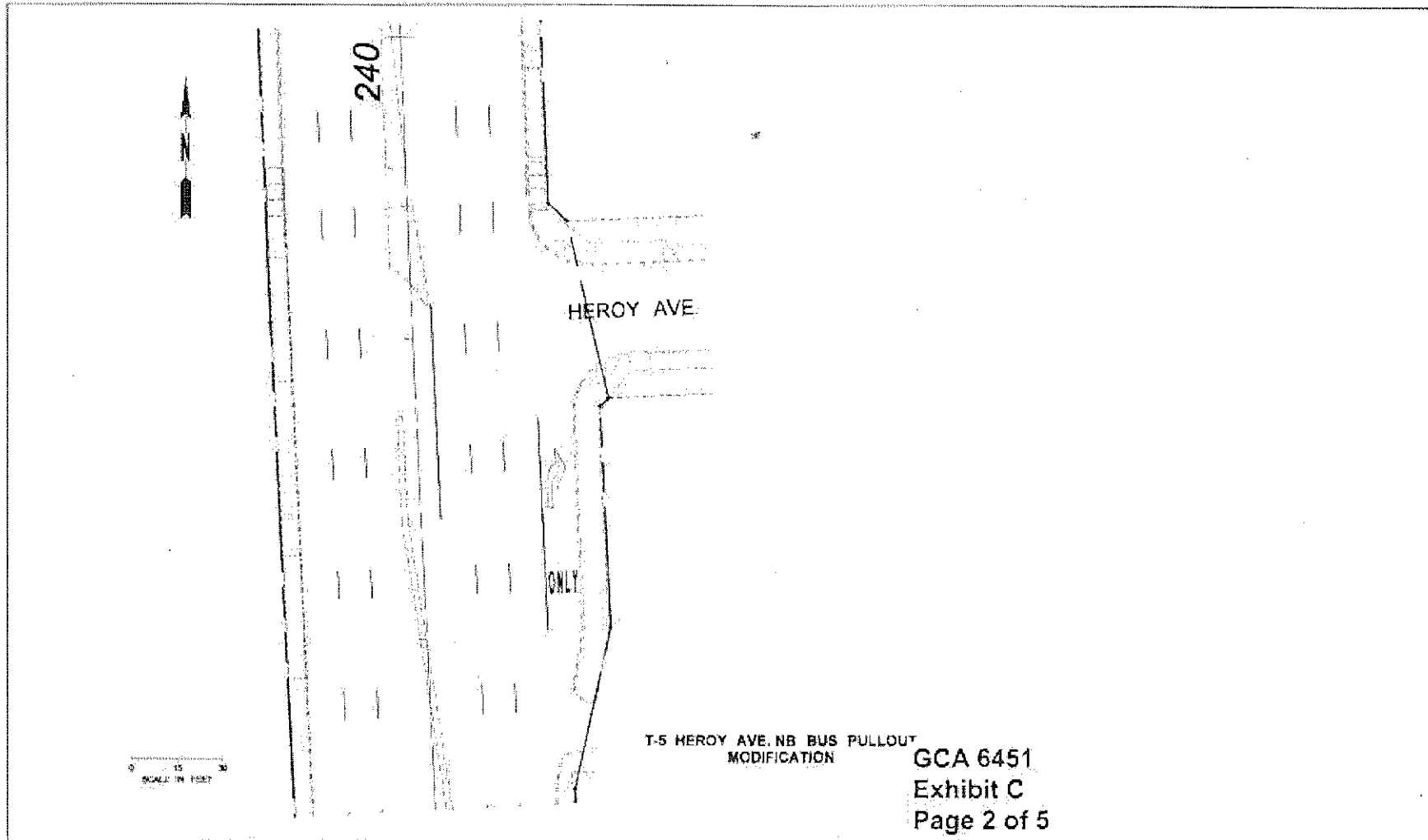
Longfellow Pedestrian Crossing	Bid Item #	Quantity	Unit	Unit Price	Cost
Removing Traffic Island	150	35	SY	\$ 100.00	\$ 3,500.00
Cement Conc. Traffic Curb Reinforced Doweled Traffic Island	6701	200	LF	\$ 25.00	\$ 5,000.00
Modifying Existing Traffic Island		410	SY	\$ 50.00	\$ 20,500.00
Grooved Plastic Crosswalk Line		1	LS	\$ 500.00	\$ 500.00
		528	SF	\$ 8.00	\$ 4,224.00
				Subtotal	\$ 85,951.00
				Sales Tax 8.7 %	\$ 7,477.74
				Subtotal	\$ 93,428.74
				Engineering 10%	\$ 9,342.87
				Subtotal	\$ 102,771.61
				Contingencies 4%	\$ 4,110.86
				Total Agreement Cost	\$ 106,882.48

AGREEMENT NO. GCA 6451
Exhibit B
Description of Work

The STATE on behalf of the STA agrees to design and construct modified STA bus pull outs and associated work at locations shown in Exhibit C.



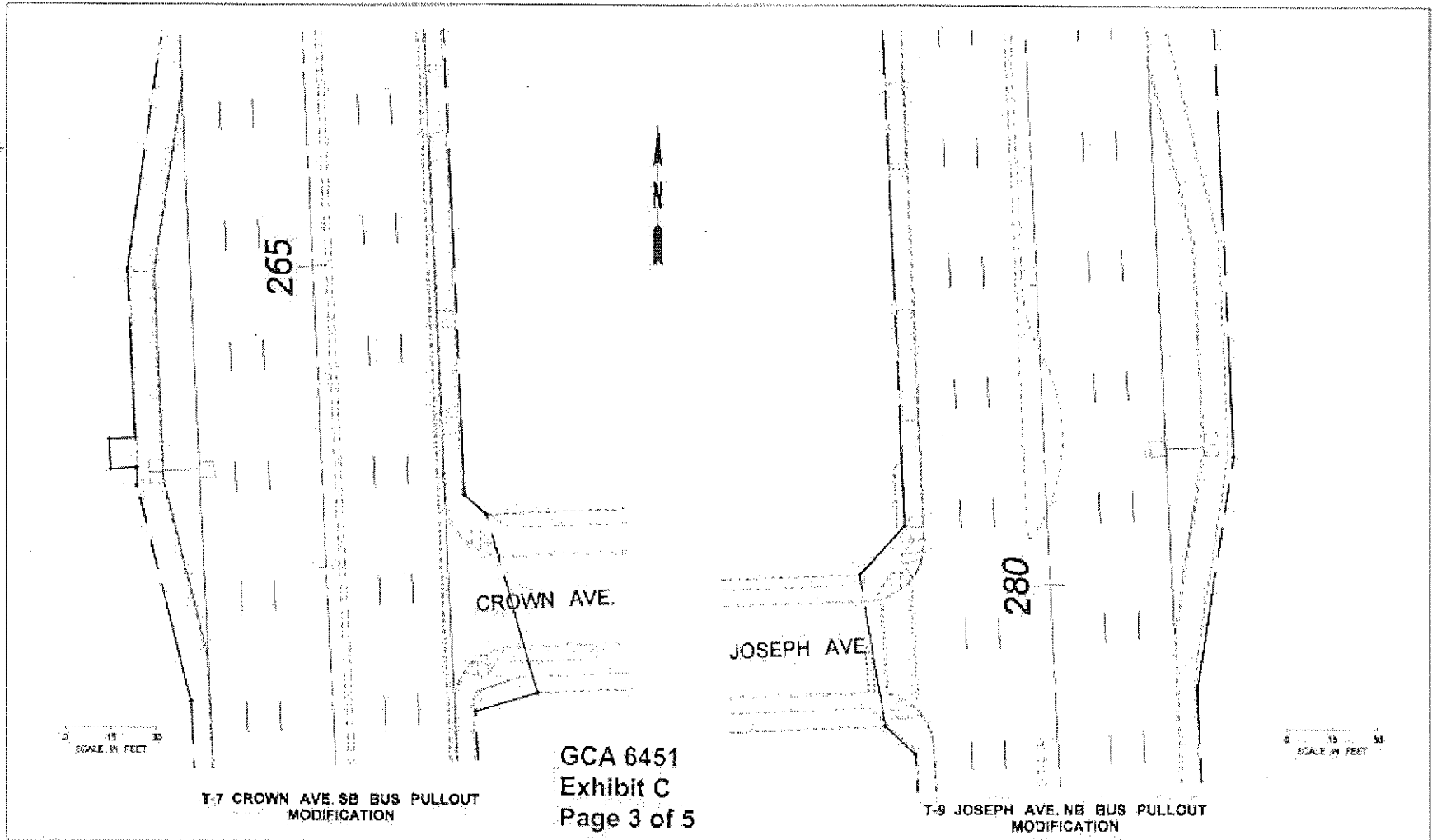
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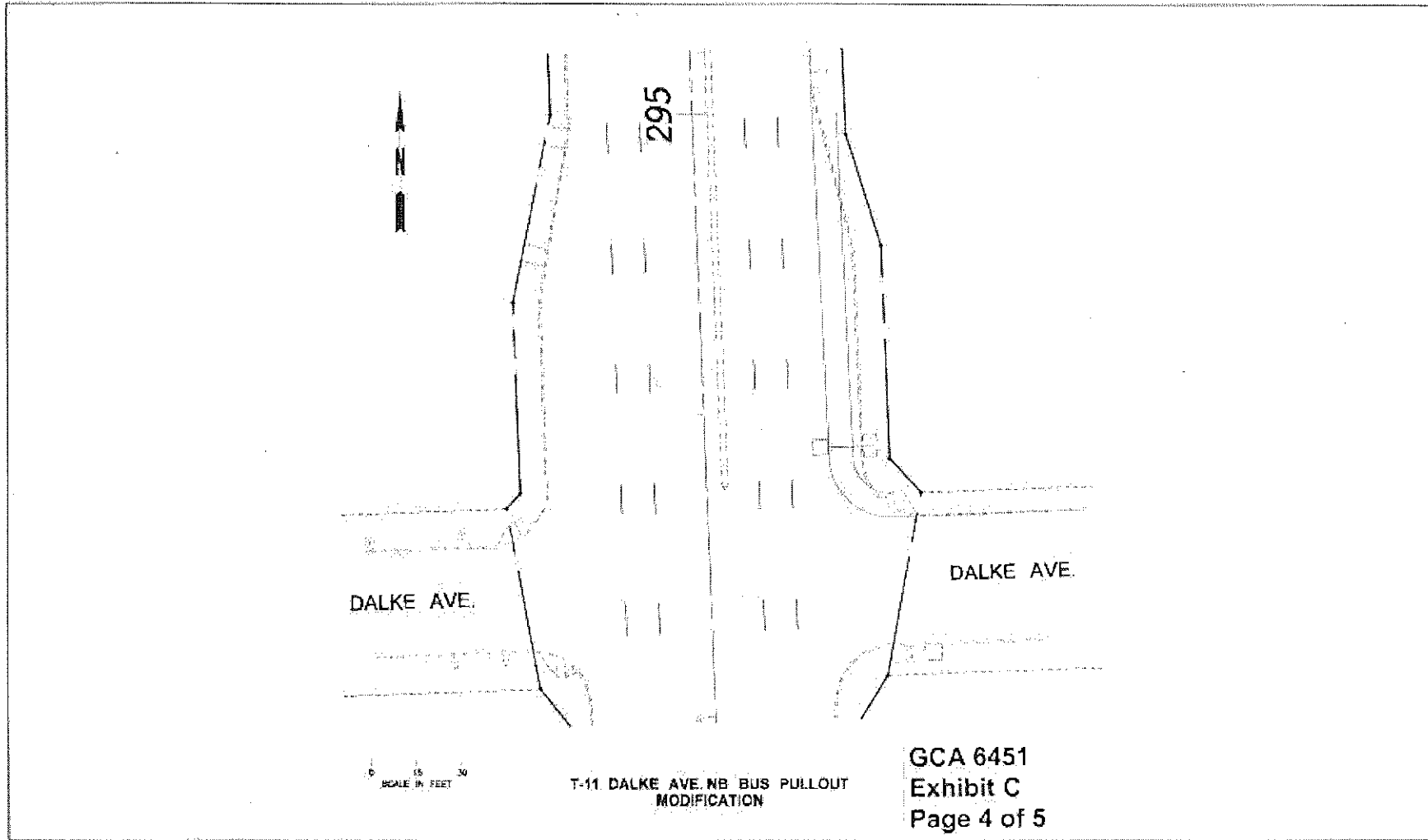
T-5 HEROY AVE. NB BUS PULLOUT
MODIFICATION

GCA 6451
Exhibit C
Page 2 of 5

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102803																						
						PAVING PLAN		XL3393		Washington State Department of Transportation												



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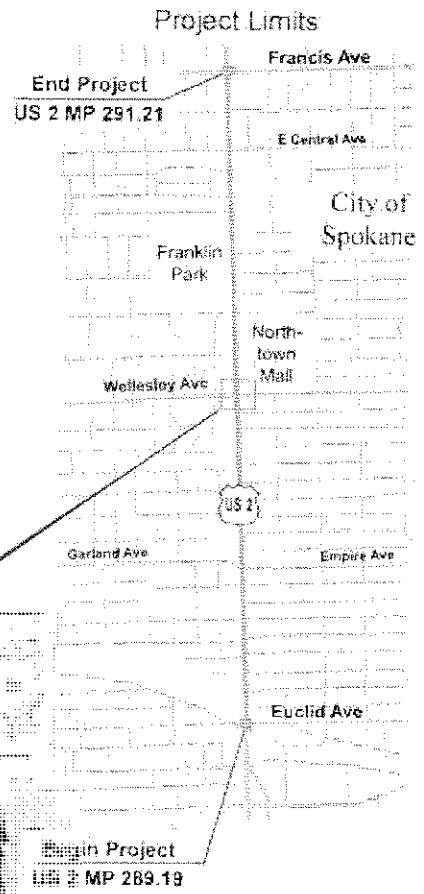
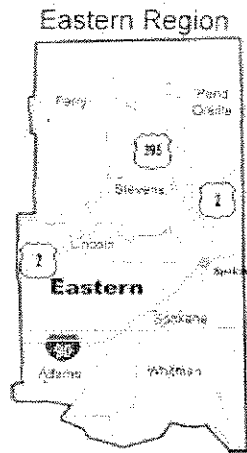


GCA 6451
 Exhibit C
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DATE 1/27/2015	DESIGNED BY mason	REVISION	DATE	BY	DATE	BY	DATE	BY	DATE

Vicinity Map

GCA 6451
Exhibit C
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Wellesley Ave & N Division St Intersection

