

AGREEMENT NO. GM 34-R

SUPPLEMENT NO. 5

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 17<sup>th</sup> day of Decem, 1984, between the State of Washington, acting through the Secretary of the Department of Transportation, by virtue of RCW 47.12, hereinafter called "Washington," and the State of Idaho, acting through the Idaho Transportation Department, Division of Highways, at P.O. Box 837, Lewiston, Idaho 83501, hereinafter called "Idaho;"

WHEREAS, the parties hereto have entered into Agreement No. GM 34-R dated January 27, 1938, and subsequent supplements thereto, providing for their mutual financing and the construction, maintenance and operation of a bridge crossing the Snake River between the City of Clarkston, Washington, and the City of Lewiston, Idaho, identified as bridge number 12/915; and

WHEREAS, it is mutually desired by the two states that Washington maintain and repair said bridge and light, operate and maintain the movable span of said bridge with all costs to be equally divided between Washington and Idaho; and

WHEREAS, the bridge is in need of a protective paint application and deck restoration;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I

GENERAL

Washington hereby agrees to advertise and administer two separate contracts for the work of, one (1), painting the entire bridge, and two (2), restoring the bridge deck by deck repair, waterproof membrane treatment, and an overlay. Final treatment will be determined during design and contract plan preparation and

mutually agreed on by the two states. The Contractor selected to construct these projects may use Disadvantaged Business and Women's Business Enterprise (DB/WBE) firms from either Washington's or Idaho's Department of Transportation lists of certified DB/WBE firms.

Washington shall light, operate, and maintain the entire bridge; however, Idaho agrees to reimburse Washington fifty percent (50%) of any future direct and related indirect cost incurred by Washington in the normal operation, maintenance and repair of the bridge.

## II

### PAYMENT

Idaho, in consideration of the faithful performance of the work to be done by Washington, agrees to pay Washington fifty percent (50%) of actual direct and related indirect costs accumulated in accordance with a work order accounting procedure as approved by the states and Federal Highway Administration.

An estimate of cost for work to be performed by Washington and shared equally by Idaho is marked Exhibit "A" and is attached hereto, and by this reference made a part of this agreement.

## III

### AUTHORITY TO BEGIN WORK AND SCHEDULE OF WORK

Washington agrees not to commence work until receipt of notice to begin work in writing by Idaho and that reimbursement will be limited to those costs incurred subsequent to the work involved.

## IV

### LEGAL RELATIONS

No liability shall attach to Washington or Idaho by reason of entering into this agreement except as expressly provided herein. The parties agree that each shall be responsible for its own negligence, and to this end:

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- A. Idaho does hereby release and agree to save and hold Washington harmless from any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature growing out of the performance of this agreement on the part of Idaho, its officers, employees, contractors, and/or subcontractors; and
- B. Washington does hereby release and agree to save and hold Idaho harmless from any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature growing out of the performance of this agreement on the part of Washington, its officers, employees, contractor, and/or subcontractor.

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

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

Approved as to Form:

no. 19, 1984  
By: [Signature]  
Assistant Attorney General

BY: [Signature]  
PROJECT DEVELOPMENT ENGINEER

STATE OF IDAHO  
TRANSPORTATION DEPARTMENT

Approved as to Form:

By: [Signature]  
Chief Legal Counsel

BY: [Signature]  
TITLE: Chief of Engineering Services

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## ESTIMATE OF COST

Bridge Painting

Preliminary Engineering	\$ 10,000
Contract Costs	<u>131,000</u>
Total Estimated Cost	\$141,000

Total Estimated Cost to State  
of Idaho, 50%(\$141,000) = \$70,500

Total Estimated Cost to State  
of Washington, 50%(\$141,000) = \$70,500

## Anticipated Funding Source

Preliminary Engineering -- State Funds

Construction -- State Funds

Deck Restoration

Preliminary Engineering	\$100,000
Contract Costs	<u>618,000</u>
Total Estimated Cost	\$718,000

Total Estimated Cost to State  
of Idaho, 50%(\$718,000) = \$359,000

Total Estimated Cost to State  
of Washington, 50%(\$718,000) = \$359,000

## Anticipated Funding Source

Preliminary Engineering -- State Funds

Construction -- Federal Participation  
with Bridge Replacement or  
Rehabilitation Funds

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