

INTERAGENCY AGREEMENT
BETWEEN

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

AND

STATE OF WASHINGTON
WASHINGTON STATE PATROL

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "WSDOT," and the WASHINGTON STATE PATROL, hereinafter the "WSP."

WHEREAS, WSDOT is constructing, near Washington's border with Idaho, a new Port of Entry along the westbound lanes of Interstate 90 (I-90), consisting of on ramps to and off ramps from I-90, I-90 signage, ramp signage, a scale house facility, inspection building, static scales, parking areas, water systems, illumination, communications and security systems, and demolition of the existing site, hereinafter the "WSDOT Project," and

WHEREAS, the WSP and WSDOT entered into agreement GCA 5620 on January 23, 2008 for the design of certain WSP facilities, and

WHEREAS, that portion of the WSDOT Project, excluding the I-90 on and off ramps, water system behind the meter, and ramp illumination, is hereinafter referred to as the "WSP Facilities," and

WHEREAS, the funding for the WSDOT Project was a collaborative funding request by both WSDOT and WSP, which resulted in a single legislative appropriation to complete both the WSDOT Project and the WSP Facilities, and

WHEREAS, the WSP consolidated its WSP Facilities with the WSDOT Project to provide for a single contract, rather than two, that will conserve state resources, and

WHEREAS, the single contract will reduce the transitional impacts from the existing Port of Entry to the new Port of Entry and the demolition of the old site, and

WHEREAS, this Agreement identifies each Party's responsibilities for construction management of the joint WSDOT Project and WSP Facilities, and

WHEREAS, WSP has the expertise to provide the construction management, hereinafter the "Work," of the scale house facility, building inspection, static scales, communications and security systems, and the existing site demolition, and

WSP Number:
WSDOT Number: GCA 5999

WHEREAS, WSP will use a consultant for a portion of the Work, and

WHEREAS, the WSDOT Project (new Port of Entry) will need to be fully furnished, tested, and functional before the existing Port of Entry is removed from service and demolished, and

WHEREAS, upon completion of the WSDOT Project, the WSP will be responsible for the operation and maintenance of the WSP Facilities; and WSDOT will be responsible for the operation and maintenance of the I-90 on and off ramps, ramp illumination, and ramp signage, and

WHEREAS, WSDOT shall have the ultimate authority, concerning the WSDOT Project construction management, and

WHEREAS, the WSDOT Project location and the Work will be performed all within WSDOT right of way in the vicinity of the Washington – Idaho State line along I-90 westbound, as shown on Exhibit C, attached hereto and by this reference made a part of this Agreement,

NOW, THEREFORE, 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. STATEMENT OF WORK

1.1 WSP shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the Work for the WSP Facilities, set forth in Exhibit A, Cost Estimate, and Exhibit B, Scope of Work, both are attached hereto and by this reference made a part of this Agreement.

1.2 WSDOT shall have the ultimate construction management authority over its construction contract that incorporates the WSDOT Project with the WSP Facilities.

1.3 The WSP facilities design, plans and specifications have been previously approved and accepted by WSDOT, and the WSDOT I-90 on and off ramps and ramp illumination design, plans and specifications have been previously approved and accepted by the WSP.

2. PERIOD OF PERFORMANCE

2.1 This Agreement shall commence on date of final execution by both Parties and be completed by December 31, 2010, unless otherwise terminated earlier per Section 9.

3. PAYMENT

3.1 WSDOT shall reimburse WSP for the actual direct and related indirect costs for the performed Work as described in Exhibit B and as estimated in Exhibit A.

3.2 The maximum amount payable to WSP under this Agreement shall not exceed the estimated total cost in Exhibit A, plus twenty-five (25) percent, unless this Agreement is amended pursuant to Section 8.

4. BILLING PROCEDURE

4.1 The WSP shall provide detailed invoices to WSDOT to cover costs incurred for the Work. WSDOT agrees to make partial payments within thirty (30) calendar days of receipt of an adequately supported invoice. Invoices are not to be more frequent than one (1) 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 final billing all required adjustments will be made and reflected in a final payment.

4.2 WSP shall submit a final invoice to WSDOT no later than fifteen (15) working days upon completion of the Work by WSP.

5. PROJECT ACCEPTANCE

5.1 Prior to acceptance of the WSP Facilities by WSP, WSDOT and WSP will perform a joint final inspection. The WSP agrees, upon satisfactory completion of the WSP Facilities and receipt of a Notice of Physical Completion, as determined by the WSDOT, to deliver a letter of acceptance for the WSP Facilities, which shall include a release of the WSDOT from all future claims or demands of any nature resulting from WSDOT's performance under the terms of this Agreement.

5.2 If a letter of acceptance is not received by the WSDOT within ninety (90) calendar days following the Notice of Physical Completion, the WSP Facilities shall be considered accepted by the WSP, and WSDOT shall be released from all future claims and demands of any nature resulting from WSDOT's performance under the terms of this Agreement.

5.3 The WSP may withhold its acceptance of the WSP Facilities by submitting written notification to the WSDOT within ninety (90) calendar days following the Notice of Physical Completion. This notification shall include the specific reason(s) for withholding the acceptance.

6. RECORDS MAINTENANCE

WSP Number:
WSDOT Number: GCA 5999

6.1 During the progress of the WSDOT Project, WSP Facilities, and WSP Work and for a period not less than three (3) years from the date of WSDOT Project and WSP Facilities acceptance, the Parties agree to maintain the records and accounts pertaining to the joint project available for inspection and audit by the WSP, WSDOT, the State Auditor's Office, and/or federal government, and copies of all records, accounts, documents or other data pertaining to the joint project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts, along with supporting documentation, shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the three-year retention period.

6.2 WSDOT will supply one set of "As Built Plans" to the WSP within ninety (90) working days of WSDOT Project and WSP Facilities completion.

7. AGREEMENT MANAGEMENT

7.1 The below representatives, or their successors, shall coordinate with the other Party to provide assistance and guidance necessary for the performance of this Agreement. Any change in the representatives listed below, shall be in writing to the other Party.

WSDOT
Chad Simonson, P.E.
Title: Project Engineer
Address:
WSDOT - Eastern Region

2714 North Mayfair Street
Spokane, WA 99207-2090

Phone: 509-324-6252

WSP
William Glaeser
Title: Division Administrator
Address:
WSP - Property Management Division

PO Box 42626
8623 Armstrong Road
Olympia, WA 98504-2626
Phone: 360-596-6012

8. AMENDMENTS

8.1 The Parties may mutually amend this Agreement. Such amendments shall not be binding unless they are made in writing and signed by personnel authorized to bind each Party to this Agreement.

9. TERMINATION

9.1 This Agreement shall remain in full force and affect unless both Parties agree in writing to terminate this Agreement.

10. DISPUTES

WSP Number:

WSDOT Number: GCA 5999

10.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Secretary of WSDOT and the Chief of the WSP shall each appoint a member to a dispute resolution board. These two members shall appoint a third member to the board who is not an employee of or affiliated with either Party. After reviewing the terms of this Agreement, all of the relevant facts of the dispute, and applicable laws, rules and policies, the board shall make a decision. The decision made by this board shall be final and binding on both Parties to this Agreement.

10.2 All costs, including attorneys fees, for the WSP and WSDOT direct appointments shall be at each Party's own expense. All costs for the jointly appointed third board member shall be shared equally between the Parties.

11. CHANGE ORDERS

11.1 WSP recognizes that WSDOT will initiate, negotiate, document, and execute all required change orders involving the WSDOT Project, including all work associated with the WSP Facilities, with the WSDOT contractor. Required change orders involve such changes in quantities or alterations in the WSDOT Project and WSP Facilities as are necessary to satisfactorily complete the WSDOT Project and WSP Facilities as solely determined by WSDOT. WSDOT will process all such change orders in the same manner as set forth in the current WSDOT Construction Manual Section 1-2.4(c). All other change orders shall be considered elective.

11.2 WSDOT will advise WSP of any proposed required change order involving the WSP Facilities and provide WSP an opportunity, if time permits, to review the change order before the change order is executed by WSDOT. WSDOT will determine the length of the review time based upon the need to expedite the change order to avoid delay to the WSDOT Project.

11.3 A decision to execute an elective change order proposed by WSDOT or WSP shall be made by mutual agreement of WSDOT and WSP. The Party requesting an elective change order shall be responsible for the elective change order costs, if approved.

11.4 WSDOT will make available to WSP all change order documentation relating to the WSP Facilities.

12. RIGHT OF ENTRY

12.1 The WSDOT hereby grants to the WSP a right of entry upon all land in which the WSDOT has interest for the purpose of performing the Work pursuant to this Agreement.

13. OPERATION AND MAINTENANCE

13.1 Upon completion of the WSDOT Project, the WSP will be responsible for the operation and maintenance of the WSP Facilities. WSDOT will be responsible for the operation and maintenance of the I-90 on and off ramps, ramp illumination, I-90 signage,

WSP Number:
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and ramp signage. Each Party shall be responsible for its own costs to perform its respective operation and maintenance responsibilities under this section.

14. Working Days

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

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

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

WASHINGTON STATE PATROL

By: *S. Larry Chatterton*
Name: *S. Larry Chatterton*
Title: *Acting Regional Administrator*
Date: *7/13/09*

By: *J. R. Batista*
Name: *John R. Batista*
Title: *Chief*
Date: *7/7/09*

APPROVED AS TO FORM:
By: *Ann E. Salay*
Assistant Attorney General for WSDOT
Date: *6-8-09*

APPROVED AS TO FORM:
By: *G. Mannaji*
Assistant Attorney General for WSP
Date: *6-29-09*

EXHIBIT A Cost Estimate GCA 5999

**WEIGH STATION SCALE PIT CONSTRUCTION WSP - FACILITIES MGMT.
Spokane, WA
Construction Documents Cost Estimate**

Item/Description	Quantity	Unit	Unit Cost	Sub-Total	Total
SCALE SYSTEMS	1	EA	\$ 88,374.25	\$ 88,374.25	\$ 88,374.25
Construction Project Management	1	EA	\$ 222,973.00	\$ 222,973.00	\$ 222,973.00
FURNISHINGS	1	EA	\$ 67,075.00	\$ 67,075.00	\$ 67,075.00
Phone/Data/Radio/Security Systems	1	EA	\$ 106,008.00	\$ 106,008.00	\$ 106,008.00
Move-in & Facility Setup	1	EA	\$ 42,124.00	\$ 42,124.00	\$ 42,124.00
Existing Site Demo	1	EA	\$ 15,502.00	\$ 15,502.00	\$ 15,502.00
Estimated Agreement Cost					\$ 542,056.25
TOTAL Estimated Agreement Cost + 25%					\$ 677,570.31

SCALE SYSTEMS

Item/Description	Quantity	Unit	Unit Cost	Sub-Total	Total
Materials	1	EA	\$ 25,442.00	\$ 25,442.00	\$ 25,442.00
Scale Electronics	1	EA	\$ 37,550.00	\$ 37,550.00	\$ 37,550.00
Fabrication	1	EA	\$ 9,832.00	\$ 9,832.00	\$ 9,832.00
Setup & Calibration	1	EA	\$ 13,465.00	\$ 13,465.00	\$ 13,465.00
Delivery	1	EA	\$ 1,639.00	\$ 1,639.00	\$ 1,639.00
Mileage	325	Miles	\$ 0.53	\$ 172.25	\$ 172.25
Perdiem	2	Days	\$ 137.00	\$ 274.00	\$ 274.00
TOTAL Cost					\$ 88,374.25

Construction Project Management

Item/Description	Quantity	Unit	Unit Cost	Sub-Total	Total
Project Mgmt - Scale Pit & Water Line Construction	1	EA	\$ 11,065.00	\$ 11,065.00	\$ 11,065.00
Project Mgmt - WSP	1	EA	\$ 52,750.00	\$ 52,750.00	\$ 52,750.00
Project Mgmt - Consultant	1	EA	\$ 159,158.00	\$ 159,158.00	\$ 159,158.00
TOTAL Cost					\$ 222,973.00

FURNISHINGS

Item/Description	Quantity	Unit	Unit Cost	Sub-Total	Total
Furniture	1	EA	\$ 51,000.00	\$ 51,000.00	\$ 51,000.00
BAC Room	1	EA	\$ 875.00	\$ 875.00	\$ 875.00
Boards and Office supplies	1	EA	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
Gun Locker	1	EA	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
Gun Service Cabinet	1	EA	\$ 750.00	\$ 750.00	\$ 750.00
Storage Cabinets	1	EA	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00
Locking Storage	1	EA	\$ 500.00	\$ 500.00	\$ 500.00
Mail Box Cabinets	1	EA	\$ 650.00	\$ 650.00	\$ 650.00
Evidence Cabinet	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
Inspection Operators Station	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
Building Signage	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
TOTAL Cost					\$ 67,075.00

Phone/Data/Radio/Security Systems

Item/Description	Quantity	Unit	Unit Cost	Sub-Total	Total
Phone System	1	EA	\$ 56,693.00	\$ 56,693.00	\$ 56,693.00
Radios System	1	EA	\$ 19,515.00	\$ 19,515.00	\$ 19,515.00
Security Camera System	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Security Access System	1	EA	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
TOTAL Cost					\$ 106,008.00

Move-in & Facility Setup

Item/Description	Quantity	Unit	Unit Cost	Sub-Total	Total
Labor	1	EA	\$ 33,508.00	\$ 33,508.00	\$ 33,508.00

Perdiem	42.00	Days	\$ 137.00	5,754.00	5,754.00
Mileage	5,400.00	Miles	\$ 0.53	2,862.00	2,862.00
TOTAL Cost				\$	42,124.00

Existing Site Demo

Item/Description	Quantity	Unit	Unit Cost	Sub-Total	Total
Remove Scale System	1	EA	\$ 6,882.00	\$ 6,882.00	\$ 6,882.00
Remove surplus furnishings & equipment	1	EA	\$ 4,670.00	\$ 4,670.00	\$ 4,670.00
Phone & Data Systems	1	EA	\$ 3,950.00	\$ 3,950.00	\$ 3,950.00
TOTAL Cost				\$	15,502.00

EXHIBIT B
Scope of Work

The Washington State Patrol (WSP) and the Washington State Department of Transportation (WSDOT) agree to the following deliverables and responsibilities:

WSP Will:

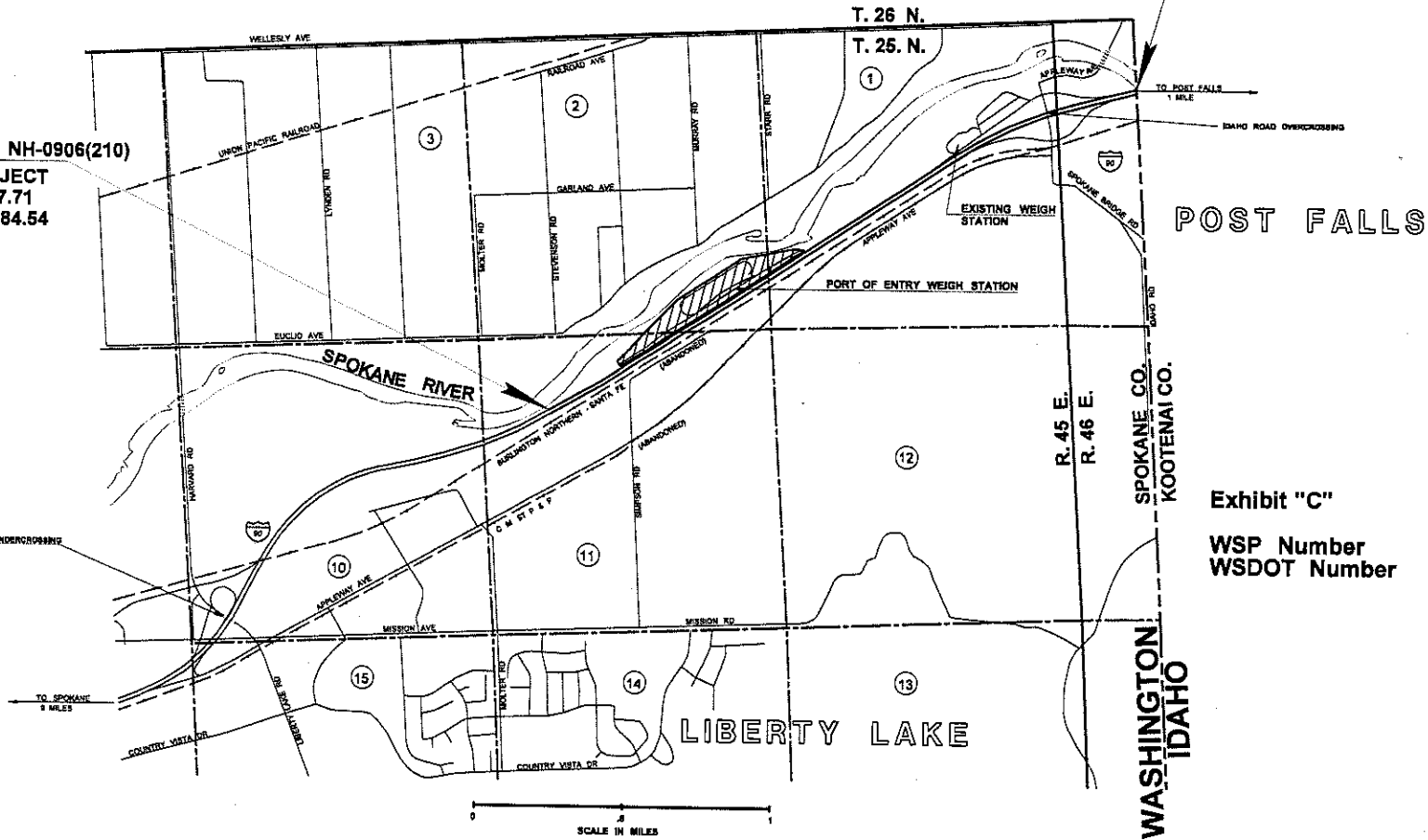
Perform the following duties:

- Inspect, test, and calibrate the scale systems for the weigh station. This Work will include, but is not limited to, the raw materials, scale electronics, fabrication, delivery, setup and calibration.
- Set up of the interior furnishings for the weigh station and the inspection buildings.
- Set up, test, and calibrate the phone, data, radio and security systems for the weigh station and inspection buildings.
- Prepare the new weigh station for operational use, open the new weigh station to traffic, and remove the scale and WSP owned furnishings from the existing site. This Work to be accomplished in eight (8) weeks.
- Administer all agreements with non-WSDOT entities for the construction inspection, on site technical assistance, and the materials acceptance necessary for the construction of the weigh station and inspection buildings.
- Provide acceptance for structural, false work, and shoring plans associated with the weigh station and inspection buildings.
- WSP will be responsible for the operation and maintenance of the WSP Facilities.

**SPOKANE COUNTY
T. 25N. R. 45E. W.M.**

**BEGIN STP NH-0906(210)
BEGIN PROJECT
I-90 M.P. 297.71
STA. L 709+84.54**

**END STP NH-0906(210)
END PROJECT
I-90 M.P. 299.82
STA. L 821+76**



POST FALLS

LIBERTY LAKE

VICINITY MAP AND TOTAL PARCEL DETAILS

Exhibit "C"

**WSP Number
WSDOT Number GCA 5999**

FILE NAME: G:\464307\Location_2006\Projects\L2562-Port of Entry-Weight in Motion\CADD\PS&E\Sheet\L2562_PS_VM.dgn		FED.AID PROJ.NO.				I-90 SPOKANE PORT OF ENTRY WEIGH STATION RELOCATION	Plot 1
TIME: 1:58:35 PM	DATE: 3/2/2009	10 WASH	NH-0906(210)				VM1
PLOTTED BY: pneuce	DESIGNED BY: E. PREUSCHOFF	JOB NUMBER: 09Z003	LOCATION NO: XL-2562	P.E. STAMP BOX _____ DATE _____		VICINITY MAP	Sheet 2 of 241
ENTERED BY: D. ST. PIERRE	CHECKED BY: M. PEA	PROJ. ENGR: C. SIMONSON, P.E.	REGIONAL ADM: K. METCALF, P.E.	P.E. STAMP BOX _____ DATE _____			3/2/09