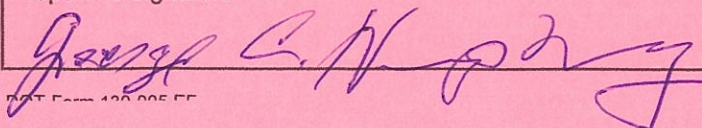




## Agreement Edit Information

Return this form and original executed agreement to HQ Accounting Services

<b>Agreement Review</b> <input checked="" type="radio"/> Region Approved and Executed <input type="radio"/> HQ Agreement Review Transmittal Required		<b>Agreement Number</b>  <b>GCA 6603</b>		<b>Supplement Number</b>  	
<b>Agreement Retention</b> <input type="radio"/> Retain Agreement for six (6) years after closure <input checked="" type="radio"/> Retain Agreement for Twenty-Fve (25) years after closure <input type="radio"/> Agreement requires permanent retention (75 years)		<b>Agreement Manager</b>  George Humphrey		<b>Region</b>  Southwest	
<b>Payor/Payee Name and Address</b> Central Puget Sound Regional Transit Authority 401 South Jackson Street Seattle, WA 98104		<b>Org. Code</b> <b>441101</b>		<b>All Reports will be sent to this Organization Number</b>	
		<b>Start Date</b> <b>8/5/2010</b>		<b>Vouchers will not be paid for work performed before this date</b>	
<b>Federal Employer ID Number OR Social Security Number</b>  91-1628275		<b>End Date</b> <b>10/31/2010</b>		<b>Vouchers will not be paid for work performed after this date</b>	
<b>Project Title</b> Columbia River Crossing Project					
<b>Project Description</b> Participation in a Packaging and Delivery Method workshop on September 21st through September 23rd, 2010.					
<b>Payable Agreement</b> <b>Work by Others to be PAID by WSDOT</b>			<b>Reimbursable Agreement</b> <b>Work by WSDOT to be REIMBURSED by OTHERS</b>		
<b>Maximum Amount Payable</b> \$3,000.00			<b>Amount Reimbursable to WSDOT</b> 0		
<b>Management Reserve Fund (Funds setup when requested)</b> 0			<b>Reciprocal Overhead Agreement Number (If applicable)</b> N/A		
<b>Allowed Overrun Percent</b> 0			<b>Allowed Overrun Percent</b> 0		
<b>Preparer's Signature</b> 		<b>Date</b> 8/9/2010		<b>Phone</b> 360-816-8864	

## AGREEMENT NUMBER GCA 6603

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and Central Puget Sound Regional Transit Authority, hereinafter "SOUND TRANSIT," collectively the "Parties" and individually the "Party."

**Name: Central Puget Sound Regional Transit Authority**

**Address: 401 South Jackson Street**

**City, State & Zip Code: Seattle, WA 98104**

**Phone: 206-398-5150**

**Federal ID No.: 91-1628275**

**RECEIVED**  
AUG 04 2010  
Columbia River Crossing

**WHEREAS**, WSDOT, for its Columbia River Crossing Project, hereinafter the "Project," plans to host a Packaging and Delivery Method workshop on September 21<sup>st</sup> through September 23<sup>rd</sup>, 2010 in Vancouver, Washington, hereinafter referred to as the "Workshop"; and

**WHEREAS**, WSDOT has requested SOUND TRANSIT to allow Linneth Riley Hall, an employee of SOUND TRANSIT, to participate in the Workshop; and

**WHEREAS**, Linneth Riley Hall has the qualifications to provide the services needed to participate in the Workshop; and

**WHEREAS**, SOUND TRANSIT has agreed to provide WSDOT with Linneth Riley Hall's services,

**NOW, THEREFORE**, pursuant to RCW 47.01.260, the above recitals that are incorporated herein as if set forth below, and in consideration of the terms, conditions, , and performances contained herein,

### **IT IS MUTUALLY AGREED AS FOLLOWS:**

#### **1.0 GENERAL.**

SOUND TRANSIT shall authorize Linneth Riley Hall to attend and participate in a three (3) day workshop to (a) evaluate dividing the Project into separate functional construction packages; (b) evaluate and recommend the most suitable delivery methods (Design-Build-Bid, Design-Build, GC/CM, etc.) to maximize Project success and meet the Project's financial cash flow; and (c) evaluate and make recommendations on the most suitable procurement methods. The workshop is scheduled for September 21<sup>st</sup> through September 23<sup>rd</sup>, 2010 in Vancouver, Washington. WSDOT will reimburse SOUND TRANSIT for Linneth Riley Hall's direct labor and direct non-labor costs while participating in the Workshop, including travel and per diem costs in accordance with Section 2.0, PAYMENT.

## **2.0 PAYMENT.**

**2.1** WSDOT shall reimburse SOUND TRANSIT for Linneth Riley Hall's direct labor and direct non-salary costs including travel and per diem costs in accordance with the WSDOT travel per diem rates for participating in the Workshop.

**2.2** No other compensation, expenses, or costs related to attending and participating in the Workshop shall be allowed to be billed or paid under this Agreement.

**2.3** WSDOT shall reimburse SOUND TRANSIT upon receipt of a properly completed invoice, which shall be submitted to WSDOT. Reimbursement shall be considered timely if made by the WSDOT within thirty (30) calendar days after receipt of properly completed invoices. Reimbursement shall be sent to the address designated by SOUND TRANSIT.

**2.4** Overhead shall not be paid under this Agreement pursuant to reciprocating agreement OH 00190, dated June 26, 1998.

## **3.0 TAXES.**

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the SOUND TRANSIT employee (Linneth Riley Hall) shall be the sole responsibility of the SOUND TRANSIT.

## **4.0 INDEMNIFICATION.**

**4.1** SOUND TRANSIT shall protect, defend, indemnify, and save harmless WSDOT, its employees and authorized 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 SOUND TRANSIT's, its employees', and authorized agent's negligent acts or omissions with respect to the provisions of this Agreement. SOUND TRANSIT shall not be required to indemnify, defend, or hold harmless WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of WSDOT; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and/or authorized agents and (b) SOUND TRANSIT, its employees and/or authorized agents, 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 the negligent acts or omissions of each Party, its employees and/or authorized agents. This indemnification shall survive the termination of this Agreement.

## **5.0 INDEPENDENT CAPACITY.**

The Parties intend that an independent contractor relationship will be created by this Agreement. SOUND TRANSIT will not hold itself out as, or claim to be an officer, employee, or agent of the WSDOT or of the state of Washington by reason hereof, nor will SOUND TRANSIT make any claim of right, privilege or benefit which would accrue to such employee under law.

## **6.0 TERMINATION.**

WSDOT may terminate this Agreement upon thirty (30) calendar days prior written notification to the SOUND TRANSIT. If this Agreement is so terminated, WSDOT shall reimburse SOUND TRANSIT for its actual costs incurred and non-cancelable obligations as of the effective date of termination. SOUND TRANSIT may terminate the Agreement upon thirty (30) calendar days prior written notice to WSDOT but will not receive any reimbursement for costs already incurred and non-cancelable obligation as of the effective date of termination.

**7.0 ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties. This Agreement may be modified only by written amendment signed by both Parties in accordance with Section 8.0, AMENDMENTS.

**8.0 AMENDMENTS.**

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

**9.0 DISPUTE RESOLUTION**

In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and SOUND TRANSIT 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.

**10.0 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 attorney's fees, witness fees, and costs.

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

**SOUND TRANSIT**

By:   
KUNJAN DAYAL  
Director, Procurement & Contracts

Date: 7/27/10

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

By:   
DOUGLAS P. FICCO  
Director, Project Delivery

Date: 8-5-10

APPROVED AS TO FORM:

By:   
Sound Transit Legal Counsel