

## **AGREEMENT GCA 5244**

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "WSDOT," and the California Department of Transportation, hereinafter the "CALTRANS," also collectively the "PARTIES" and individually the "PARTY."

WHEREAS, the WSDOT Columbia River Crossing Project office is planning a value engineering (VE) workshop for the project on May 21<sup>st</sup> through May 25th, 2007 in Vancouver Washington, and

WHEREAS, WSDOT has requested that Mr. Rich Foley of CALTRANS participate in the VE workshop, and

WHEREAS, Mr. Foley has the qualifications needed and has agreed to participate in the VE workshop.

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

### **1. GENERAL**

1.1 CALTRANS has agreed to provide the services of Mr. Rich Foley for the participation in the VE workshop on May 21<sup>st</sup> thru May 25th, 2007 in Vancouver Washington. WSDOT will reimburse CALTRANS for the participating services including travel and lodging in accordance with section 2, Payment, of this AGREEMENT.

### **2. PAYMENT**

2.1 An estimate of cost for the participation services is attached hereto as Exhibit A and by this reference made a part hereof.

2.2 The WSDOT agrees to reimburse the CALTRAN for the actual direct cost for the services necessary for the participation in the workshop.

2.3 The WSDOT further agrees to pay the CALTRANS within 30 days of receipt of invoice(s) which shall include documentation in support of claimed amounts.

### **3. INTEGRATION**

3.1 This AGREEMENT constitutes the final and complete integrated agreement between the PARTIES concerning its subject matter.

**4. MODIFICATION**

4.1 No modification of this AGREEMENT is valid unless evidenced in writing and signed by both PARTIES. No verbal agreement may supersede, replace or amend this section.

**5. LEGAL RELATIONS**

6.1 No liability shall attach to the WSDOT or the CITY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year last below written.

**CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
Title: SENIOR BRIDGE ENGINEER  
Date: 5/21/07

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
Director, Columbia River Crossing Project  
Date: 5-21-07

Exhibit "A"  
Estimate of Cost

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	Brekfast	Lunch	Dinner	* Car Rental	** Lodging	Other	
5/20/2007			\$ 22.00	\$ 55.00	\$ 115.00		\$ 192.00
5/21/2007	\$ 12.00	\$ 15.00	\$ 22.00	\$ 55.00	\$ 115.00		\$ 219.00
5/22/2007	\$ 12.00	\$ 15.00	\$ 22.00	\$ 55.00	\$ 115.00		\$ 219.00
5/23/2007	\$ 12.00	\$ 15.00	\$ 22.00	\$ 55.00	\$ 115.00		\$ 219.00
5/24/2007	\$ 12.00	\$ 15.00	\$ 22.00	\$ 55.00	\$ 115.00		\$ 219.00
5/25/2007	\$ 12.00	\$ 15.00	\$ 22.00	\$ 55.00			\$ 104.00
Air Fare						\$ 375.00	\$ 375.00
<b>Total direct expenses</b>							<b>\$ 1,547.00</b>
Wages, 40 hours at \$76.65						\$ 3,066.00	\$ 3,066.00
<b>Agreement total</b>							<b>\$ 4,613.00</b>

\* Car Rental includes \$45.00 per day plus gas.

\*\* Lodging includes \$101.00 per day plus tax.