

**AGREEMENT NO. GM-34R**  
**SUPPLEMENT NO. 7**

THIS SUPPLEMENT AGREEMENT NO. 7 is made and entered into this 15<sup>th</sup> day of August, 2005 between the State of Washington, acting through the Secretary of the Department of Transportation, by virtue of chapter 39.34 RCW, 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 the mutual financing, construction, maintenance and operation of a bridge crossing the Snake River between the City of Clarkston, Washington and the City of Lewiston, Idaho; said bridge is identified as Washington bridge number 12/915; and

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

WHEREAS, the parties wish to provide for bridge maintenance, including deck repair, replacement of the existing modified concrete overlay, and removal of the existing thin asphalt concrete overlay.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL

1. **Washington** hereby agrees to advertise and administer the contract for the work of restoring the bridge deck by removing the existing thin asphalt concrete overlay, removing the existing modified concrete overlay, performing deck repair, and installing a new modified concrete overlay.

2. PAYMENT

2.1 **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, related indirect, and 10.63 % overhead costs accumulated in accordance with a work order accounting procedure as approved by the office of the Washington State Auditor.

2.2 An estimate of cost for work to be performed by **Washington** and shared equally by **Idaho** is marked Exhibit "A" which is attached hereto and by this reference made a part of this SUPPLEMENT AGREEMENT NO. 7.

2.3 Payment by **Idaho** shall be made upon presentation of billing(s) by the State of Washington.

### 3. AUTHORITY TO BEGIN WORK AND SCHEDULE OF WORK

3. **Washington** agrees not to commence work until receipt of an **Idaho** written notice to begin work.

### 4. EXTRA WORK

4. In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this SUPPLEMENT AGREEMENT NO. 7 will be modified by supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this SUPPLEMENT AGREEMENT NO. 7 is required, approval must be secured from **Idaho** prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work exceeding 25% and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by **Idaho**.

### 5. LEGAL RELATIONS

5.1 No liability shall attach to **Washington** or **Idaho** by reason of entering into this SUPPLEMENT AGREEMENT NO. 7, except as expressly provided herein. The parties agree that each shall be responsible for its own negligence, and to this end:

A. **Idaho** does hereby release and agree to save and hold harmless **Washington** 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 SUPPLEMENT AGREEMENT NO. 7 on the part of **Idaho**, its officers, employees, contractors, and/or subcontractors; and

B. **Washington** does hereby release and agree to save and hold harmless **Idaho** 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 SUPPLEMENT AGREEMENT NO. 7 on the part of **Washington**, its officers, employees, contractors, and/or subcontractors.

5.2 All other terms of the original agreement GM 34-R, as modified by the supplemental agreements, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SUPPLEMENT AGREEMENT NO. 7 as of the day and year first above written.

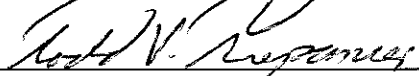
**STATE OF IDAHO  
DEPARTMENT OF TRANSPORTATION**

By: 

Title: Acting Assistant Chief Engineer  
(Development)

Date: 8-5-05

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

By: 

Title: Region Administrator

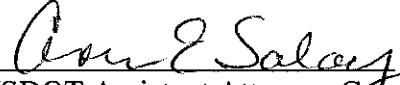
Date: 8/15/05

**Recommended for Approval**

By:   
or ITD District Engineer

Date: 8-5-05

**APPROVED AS TO FORM**

By:   
WSDOT Assistant Attorney General

Date: 8-19-05

**APPROVED AS TO FORM**

By:   
ITD Deputy Attorney General

Date: August 8, 2005

**AGREEMENT 34R-Supplement 7  
IDAHO - WASHINGTON  
EXHIBIT "A" COST ESTIMATE  
Bridge - Deck Rehabilitation**

**ENGINEER'S ESTIMATE DATED**

QTY.	UNIT	ITEM NO.	ITEM	UNIT PRICE	AMOUNT
<b>PREPARATION</b>					
8%	LS	0001	MOBILIZATION		\$108,000.00
<b>STRUCTURE</b>					
9,686.00	C.F.	4232	MODIFIED CONCRETE OVERLAY	\$45.00	\$435,870.00
6,330.00	S.Y.	4233	FINISHING AND CURING MODIFIED CONC. OVERLAY	\$35.00	\$221,550.00
\$30,000.00	LS	4443	EXPANSION JOINT MODIFICATION	LS	\$30,000.00
6,330.00	S.Y.	4456	SCARIFYING CONC. SURFACE	\$75.00	\$474,750.00
\$20,000.00	EST.	4466	FURTHER DECK PREPARATION	LS	\$20,000.00
\$20,000.00	LS	NS	CONTAINMENT SYSTEM	LS	\$20,000.00
<b>ASPHALT CONCRETE PAVEMENT</b>					
4,620.00	S.Y.	5711	PLANING BITUMINOUS PAVEMENT	\$7.00	\$32,340.00
20.00	S.Y.	5764	ASPHALT CONC. PAVEMENT CL. A	\$125.00	\$2,500.00
<b>TRAFFIC</b>					
4620	L.F.	6806	PAINTLINE	\$0.40	\$1,848.00
\$7,000	L.S.	6890	PERMANENT SIGNING	LS	\$7,000.00
2160	HOUR	6956	SEQUENTIAL ARROW SIGN	\$3.00	\$6,480.00
2	EACH	6994	PORTABLE CHANGEABLE MESSAGE SIGN	\$5,000.00	\$10,000.00
2160	HOUR	6995	OPERATION OF PORTABLE CHANGEABLE MESSAGE SIGN	\$5.00	\$10,800.00
4	EACH	6958	TYPE III BARRICADE	\$150.00	\$600.00
\$5,500.00	LS	6964	TEMPORARY TRAFFIC CONTROL DEVICES	LS	\$5,500.00
1350	HOUR	6979	TRAFFIC CONTROL LABOR	\$33.00	\$44,550.00
45	DAY	6968	TRAFFIC CONTROL VEHICLE	\$60.00	\$2,700.00
450	HOUR	6972	TRAFFIC CONTROL SUPERVISOR	\$33.00	\$14,850.00
374	SF	6982	CONSTRUCTION SIGNS CLASS A	\$7.50	\$2,805.00
<b>OTHER ITEMS</b>					
\$1,000.00	EST	7480	ROADSIDE CLEANUP	EST	\$1,000.00
\$5.00	EST	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST	\$5.00
\$1,000.00	L.S.	7735	SPILL PREVENTION PLAN	EST	\$1,000.00
\$10,000.00	L.S.	7735	TRUSS LIFT SPAN BALANCE ADJUSTMENT	EST	\$10,000.00
					<b>SUBTOTAL WITH MOBILIZATION</b>
					\$1,464,148.00
					PRELIMINARY ENGINEERING
					\$130,000.00
					CONSTRUCTION ENGINEERING @ 14%
					\$204,980.72
					WSDOT Administrative Overhead @ 10.63% Adjusted Annually
					\$191,247.38
<b>PROJECT TOTAL</b>					<b>\$1,990,376.10</b>
<b>IDAHO SHARE @ 50%</b>					<b>\$995,188.05</b>