

## AGREEMENT NUMBER GCA 5271

This AGREEMENT is to be effective on the 20 day of May, 2007, between the State of Washington, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter "WSDOT", and John Sleavin of Sound Transit, hereinafter "CONTRACTOR", collectively "PARTIES" and individually "PARTY".

<u>Contractor Name</u>	<u>Sound Transit</u>
<u>Address</u>	<u>401 South Jackson Street</u>
<u>City, State &amp; Zip Code</u>	<u>Seattle, WA 98104-2826</u>
<u>Phone</u>	<u>206-398-5150</u>
<u>E-mail Address</u>	<u>sleavinj@soundtransit.org</u>
<u>Washington State UBI No.</u>	<u></u>
<u>Federal ID No.</u>	<u>91-1628275</u>

**WHEREAS**, WSDOT Columbia River Crossing Project office is planning the value engineering(VE) workshop for the project on May 21<sup>st</sup> thru May 25<sup>th</sup>, 2007 in Vancouver, Washington, hereinafter referred to as "the meetings;" and

**WHEREAS**, WSDOT has requested that Mr. John Sleavin, of SOUNDTRANSIT participate in the VE workshop, and

**WHEREAS**, Mr. Sleavin has the needed qualifications and has agreed to participate in the workshop; and

**NOW, THEREFORE**, pursuant to Chapter 39.29 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **GENERAL.** CONTRACTOR will provide services as a participant in the meeting being hosted by WSDOT. WSDOT will pay CONTRACTOR reimbursement for travel and lodging costs according to Section 2, Payment.

**2. PAYMENT.**

**2.1** WSDOT will reimburse CONTRACTOR for directly related travel and lodging expenses in accordance with WSDOT travel per diem policy.

**2.2** No other compensation, expenses, or costs related to participating in the meeting will be allowed to be billed or paid under this AGREEMENT.

**2.3** WSDOT will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to WSDOT. Payment shall be considered timely if made by the WSDOT within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

**2.4** No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by WSDOT.

**3.0 INDEMNIFICATION.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, officials, agents and employees of WSDOT, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from.

**4.0 INDEPENDENT CAPACITY.** The PARTIES intend that an independent contractor relationship will be created by this contract. The CONTRACTOR will not hold himself/herself 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 the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law.

**5.0 TAXES.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR

**6.0 TERMINATION.** WSDOT may terminate this AGREEMENT upon 30 days prior written notification to the CONTRACTOR. If this AGREEMENT is so terminated, WSDOT shall reimburse the CONTRACTOR for actual costs incurred and non-cancelable obligations as of the effective date of termination. The CONTRACTOR may terminate the AGREEMENT upon 30 days 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 agreement signed by both PARTIES.

**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.

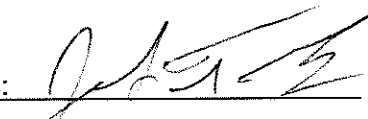
**9.0 DISPUTE RESOLUTION**


In the event that a dispute arises under this AGREEMENT, the PARTIES agree to participate in mediation prior to formal legal action.

**10.0 VENUE**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right of obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Thurston County.

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

Signature: <u></u>	<u>5/24/07</u>	<u>91-1628275</u>
Name: <u>John T. Sleavin</u>	DATE	FEDERAL TAX ID
CONTRACTOR		NUMBER

Signature: <u></u>	<u>05-24-07</u>	
Name: <sup>for</sup> <u>Douglas P. Ficco</u>	DATE	
WSDOT		