AGREEMENT GCA 5101

This AGREEMENT is made and entered into this 2nd day of February, 2007, between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "WSDOT," and the City of Vancouver, of P.O. Box 1995, Vancouver, Washington 98668, hereinafter the "CITY," also collectively the "PARTIES" and individually the "PARTY."

WHEREAS, the WSDOT and the CITY have identified the need for improvements along the I-205 corridor and on the CITY Streets between Mill Plain Street and 28th Street, hereinafter the "PROJECT," and

WHEREAS, two other significant projects in the area are the 18th Street corridor widening between I-205 and NE 138th Avenue being administered by the CITY and the I-205 Mill Plain Boulevard – NE 112th connector being jointly developed by the CITY and WSDOT. Both projects require synchronization with design elements required for the development of the PROJECT, and

WHEREAS, the WSDOT and the CITY recognize the importance of coordinating these projects and WSDOT agrees to reimburse the CITY for the coordination costs associated with WSDOT's PROJECT,

NOW, THEREFORE, by virtue of chapter 39.34 RCW and RCW 47.28.140 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 The CITY agrees to provide staff support as necessary for the coordination of the projects with the PROJECT.

2. PAYMENT

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

2.2 The WSDOT agrees to reimburse the CITY for the actual direct cost for the staff support necessary for the coordination of the projects.

2.3 The PARTIES further agree that the CITY will not add its overhead cost recovery rate to the invoices due to Reciprocal Overhead Agreement No. OH 00197 having been entered into on April 5, 1999.

2.4 The WSDOT further agrees to pay the CITY 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

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

5.2 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 hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington, and further, each PARTY shall be responsible for its own costs and attorneys fees.

6. DISPUTE RESOLUTION

6.1 In the event that a dispute arises under this AGREEMENT, it shall be resolved as follows:

The CITY and the Secretary of the Department of Transportation shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either PARTY. The decision made by this board shall be final and binding on the PARTIES to this AGREEMENT. All expenses for the third member of the Dispute Resolution board shall be shared equally by the PARTIES to this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as the day and year first above written.

CITY OF VANCOUVER

By: _____

Title: CITY MANAGER

Date: 1-10-07

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
BART GERNHART
Regional Engineering Manager

Date: 2-2-07

APPROVED AS TO FORM

By: _____

Date: 1-12-07

APPROVED AS TO FORM

By: _____
Assistant Attorney General

Date: 12-20-06

GCA 5101
Exhibit A

City of Vancouver

Estimate of Cost

Staff Support to I-205 DCE Project Work

Staff Position	Total Hours	Direct Costs (hour)	Total Costs
Transportation Engineering Manager	20	$52.00	$1,040.00
Transportation Planning Manager	200	$51.00	$10,200.00
Principal Transportation Planner	60	$49.50	$2,970.00
Senior Transportation Planner	60	$42.00	$2,520.00
Senior Transportation Planner (Neighborhood Traffic Management Issues)	30	$45.11	$1,353.30
Traffic Engineer (Neighborhood Traffic Management Issues)	30	$44.30	$1,329.00
Traffic Engineering Manager	80	$48.25	$3,860.00
Engineering Manager	80	$50.70	$4,056.00
Senior Civil Engineer	60	$46.81	$2,808.60
Civil Engineer	30	$44.50	$1,335.00
			$31,471.90