



<b>WSDOT Participating Agreement</b> <b>Work by Local Agency</b>		Local Agency and Address
Agreement Number		Location and Description of Work
State Route No.	Control Section No.	

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named governmental entity (Local Agency), herein after referred to individually as the "Party" and collectively as the "Parties".

**Recitals**

1. The Local Agency is planning the construction of a project as shown above, and in connection therewith, WSDOT has requested that the Local Agency perform certain work as herein described.
2. It is deemed to be in the best interest for WSDOT to include specific items of work in the Local Agency's construction contract proposed for the above-noted project.
3. WSDOT is obligated for the cost of work described herein.

Now Therefore, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, the recitals above and the attached Exhibits which are incorporated and made a part hereof,

**It Is Mutually Agreed As Follows:**

**1. General**

- 1.1 The Local Agency, as agent acting for and on behalf of WSDOT, agrees to perform the above "Description of Work."
- 1.2 Plans, specifications and cost estimates shall be prepared by the Local Agency in accordance with the current Washington State Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The Local Agency will incorporate the plans and specifications into the Local Agency's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.
- 1.3 The Local Agency agrees to submit plans and specifications for the described work as shown on Exhibit B, attached hereto and by this reference made a part of this Agreement, to WSDOT for approval prior to advertising the project.
- 1.4 WSDOT may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by WSDOT. All contact between said inspector and the Local Agency's contractor shall be through the Local Agency's representative.
- 1.5 WSDOT agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this Agreement.

**2. Payment**

- 2.1 WSDOT, in consideration of the faithful performance of the work to be done by the Local Agency, agrees to reimburse the Local Agency for the actual direct and related indirect cost of the work.

- 2.2 An itemized estimate of cost for work to be performed by the Local Agency at WSDOT's expense is marked Exhibit A, and is attached hereto and by this reference made a part of this Agreement.
- 2.3 Partial payments shall be made by WSDOT, upon request of the Local Agency, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.
- 2.4 The Local Agency agrees to submit a final bill to WSDOT within forty-five (45) days after the Local Agency has completed the work.

**3. Deletion of Work**

- 3.1 In the event the estimate of cost, Exhibit A, is in excess of \$10,000 and the total actual bid prices for the work covered by this Agreement exceeds the estimate of cost by more than 15 percent, WSDOT shall have the option of directing the Local Agency to delete all or a portion of the work covered by this Agreement from the Local Agency's contract. Except, that this provision shall be null and void if WSDOT's portion of the work exceeds 20 percent of the actual total contract bid price.
- 3.2 WSDOT shall have five (5) working days from the date of written notification to inform the Local Agency to delete the work. Should WSDOT exercise its option to delete work, WSDOT agrees, upon billing by the Local Agency, to reimburse the Local Agency for preliminary engineering costs incurred by the Local Agency to include the work covered by this Agreement in the Local Agency's contract.

**4. Extra Work**

- 4.1 In the event unforeseen conditions require an increase in the cost of \_\_\_\_\_ percent or more from that agreed to on Exhibit A, this Agreement will be modified by supplemental Agreement covering said increase.
- 4.2 In the event it is determined that any change from the description of work contained in this Agreement is required, approval must be secured from WSDOT prior to the beginning of such work. Where the change is substantial, written approval must be secured.
- 4.3 Reimbursement for increased work 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 WSDOT.

**5. Right of Entry**

- 5.1 Upon completion of the work outlined herein, all future operation and maintenance of WSDOT's facilities shall be at the sole cost of WSDOT and without expense to the Local Agency.

**6. Legal Relations**

- 6.1 No liability shall attach to the Local Agency or WSDOT 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 Party's date signed last below.

<b>Local Agency</b>	<b>Washington State Department of Transportation</b>
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____