



**Washington State
Department of Transportation**

D Agreement Work by Others for Department of Transportation Per chapter 47.28 RCW. Total Cost of Agreement (Excluding Sales Tax) May Not Exceed \$100,000		Entity Name			
		SOUTH BAY EXCAVATING, INC.			
		Entity Billing Address			
		1333 MAPLE VALLEY ROAD S.W OLYMPIA, WA 98512			
Agreement Number		Contact Name	Contact Phone		
		SR-3 MP 38.7 Culvert Repair	360-266-4454 (OFF) 360-915-2232 (CELL)		
Federal Tax ID #		Contractor Registration #	Statewide Vendor #		
91-1375452		SOUTHBE132MS	UBI # 601-026-723		
Item No.	Description of Equipment/Material/Supplies/Services	Quantity	Unit	Unit Price	Amount
01	Mobilization	L.S.	L.S.	\$2,590. ⁰⁰	\$2,590.00
02	HDPE DRI7 Pipe	260	L.F.	69.00	\$17,490.00
03	Existing Structure Access and Repair	1	EA.	\$1,600. ⁰⁰	\$1,600.00
04	Cement Based Pressure Grouting	6	CY	\$645. ⁰⁰	\$3,870.00
				Sub Total	\$32,000.00
				Tax Rate .086	Tax 2,752.00
				Total	34,752.00

This Agreement is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION (WSDOT) and the above named vendor (ENTITY).

WHEREAS the WSDOT has requested and the ENTITY has agreed to perform certain work as described above. NOW, THEREFORE, pursuant to chapter 47.28 RCW, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 In accordance with the provision of RCW 47.28.030, the ENTITY will furnish the materials, supplies, equipment with or without operator, or operating services as described above.
- 1.2 In compliance with chapter 39.12 RCW, the ENTITY will file a "Statement of Intent to Pay Prevailing Wages" with the Department of Labor and Industries and a copy of the statement will be supplied to WSDOT prior to commencement of any work under this Agreement. The ENTITY must file "Affidavit of Wages Paid" prior to receiving final payment and balance of retainage. If work is performed by business owner/operator only, then the above requirements are not necessary.
- 1.3 Per RCW 47.28.030, a performance bond
 - will will not be required.
 Per RCW 60.28.011, retainage at 5 %
 - will will not be required.

- 1.4 The "State of Washington Standard Specifications for Road, Bridge, and Municipal Construction", current edition, and amendments thereto (Standard Specifications), except Sections 1-02, 1-03, 1-04, 1-09, and 2-04 are hereby incorporated in this Agreement by reference thereto.
- 1.5 The work shall commence no later than September 4, 2013 and shall be completed in accordance with the provision of Section 1-08 of said Standard Specifications by 10 working day(s) and/or _____.
- 1.6 It is understood that the ENTITY is authorized to do business in the State of Washington and agrees to comply with the special provisions, attached hereto, if any, and all applicable Local, State and Federal Laws.
- 1.7 The ENTITY may not subcontract any of the work described herein without prior written approval by WSDOT as stated in the Standard Specifications section 1-08.

1.8 It is further understood that this agreement shall not be effective until such time as it has been accepted and signed by the Region Administrator (or designee) and a copy thereof returned to the ENTITY.

2. PAYMENT

2.1 The ENTITY agrees that the figure in the "Total" column is a binding lump sum price for the work described herein or the quantities shown in this Agreement are estimates only. WSDOT does not warrant expressly or by implication that the actual quantities of work will correspond with those estimates. Payment will be made on a basis of the actual cost for the quantities of each item completed.

2.2 The WSDOT agrees to pay the ENTITY for the work done within thirty (30) days from receipt of a correct detailed invoice.

3. TERMINATION CLAUSE

3.1 This Agreement will terminate upon completion of the work by the ENTITY as described herein and acceptance by WSDOT or as described in the Standard Specifications Section 1-08.10.

4. MODIFICATION

4.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

5. DISPUTES AND VENUE

5.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the ENTITY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the Parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

6. LEGAL RELATIONS

6.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages (both to persons and property), arising out of or in any way resulting from the indemnifying Party's negligence or breach of any of its obligations under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party; provided that if such claims, suits, or actions result from (a) the concurrent negligence of the Parties, or (b) involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

ENTITY

Signature: Rodney G. Hudson
Printed: RODNEY G. HUDSON
Title: PROJECT MANAGER/ESTIMATOR
Date: JULY 30, 2013

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Signature: _____
Printed: Don Clotfelter
Title: Olympic Region Maintenance Manager
Date: _____

Agreement Distribution: 1st Original to Region Financial Services Office for setup and records retention.
Copy of executed agreement to Vendor. Copy to the originating office



D Agreement

Work by Others for Department of Transportation Per chapter 47.28 RCW. Total Cost of Agreement (Excluding Sales Tax) May Not Exceed \$100,000

Entity Name
Tri-State Construction, Inc.

Entity Billing Address
P.O. Box 3686
Bellevue, WA 98009

Agreement Number	Contact Name SR-3 MP 38.7 Culvert Repair	Contact Phone 425-455-2570				
Federal Tax ID # 91-0776746	Contractor Registration # TRISTC*356R8	Statewide Vendor # 578-069-458				
Item No.	Description of Equipment/Material/Supplies/Services	Quantity	Unit	Unit Price	Amount	
01	Mobilization	L.S.	L.S.	15000	15000	
02	HDPE DR17 Pipe	260	L.F.	100	26000	
03	Existing Structure Access and Repair	1	EA.	3000	3000	
04	Cement Based Pressure Grouting	6	CY	1000	6000	
					Sub Total	50000
					Tax Rate	9.5
					Tax	4750
					Total	54750

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- 1.6 It is understood that the ENTITY is authorized to do business in the State of Washington and agrees to comply with the special provisions, attached hereto, if any, and all applicable Local, State and Federal Laws.
- 1.7 The ENTITY may not subcontract any of the work described herein without prior written approval by WSDOT as stated in the Standard Specifications section 1-08.

1.8 It is further understood that this agreement shall not be effective until such time as it has been accepted and signed by the Region Administrator (or designee) and a copy thereof returned to the ENTITY.

2. PAYMENT

2.1 The ENTITY agrees that the figure in the "Total" column is a binding lump sum price for the work described herein or the quantities shown in this Agreement are estimates only. WSDOT does not warrant expressly or by implication that the actual quantities of work will correspond with those estimates. Payment will be made on a basis of the actual cost for the quantities of each item completed.

2.2 The WSDOT agrees to pay the ENTITY for the work done within thirty (30) days from receipt of a correct detailed invoice.

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3.1 This Agreement will terminate upon completion of the work by the ENTITY as described herein and acceptance by WSDOT or as described in the Standard Specifications Section 1-08.10.

4. MODIFICATION

4.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

5. DISPUTES AND VENUE

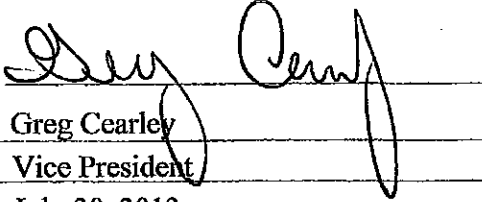
5.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the ENTITY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the Parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

6. LEGAL RELATIONS

6.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages (both to persons and property), arising out of or in any way resulting from the indemnifying Party's negligence or breach of any of its obligations under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party; provided that if such claims, suits, or actions result from (a) the concurrent negligence of the Parties, or (b) involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

ENTITY

Signature: 
Printed: Greg Cearley
Title: Vice President
Date: July 30, 2013

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

Signature: _____
Printed: Don Clotfelter
Title: Olympic Region Maintenance Manager
Date: _____

Agreement Distribution: 1st Original to Region Financial Services Office for setup and records retention.
Copy of executed agreement to Vendor Copy to the originating office



D Agreement Work by Others for Department of Transportation Per chapter 47.28 RCW. Total Cost of Agreement (Excluding Sales Tax) May Not Exceed \$100,000		Entity Name NOR TEC CONSTRUCTION INC.			
		Entity Billing Address 6319-112TH ST. EAST, #101, PUYALLUP, WA 98373			
Agreement Number		Contact Name SR-3 MP 38.7 Culvert Repair		Contact Phone PAUL BLINN 206-713-7858	
Federal Tax ID # 20-5291001		Contractor Registration # NORTETC947NG		Statewide Vendor # SNV0103499-00	
Item No.	Description of Equipment/Material/Supplies/Services	Quantity	Unit	Unit Price	Amount
01	Mobilization	L.S.	L.S.	7,000 ⁰⁰	7,000 ⁰⁰
02	HDPE DR17 Pipe	260	L.F.	145 ⁰⁰	37,700 ⁰⁰
03	Existing Structure Access and Repair	1	EA.	8,000 ⁰⁰	8,000 ⁰⁰
04	Cement Based Pressure Grouting	6	CY	1,083 ³³	6,499 ⁹⁸
				Sub Total	59,199 ⁹⁸
				Tax Rate 8.6%	Tax 5096¹⁹
				Total	64,291 ¹⁷

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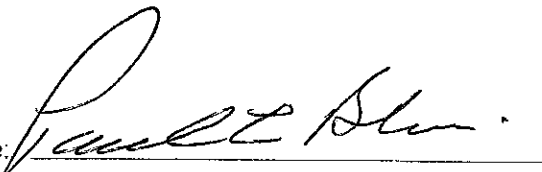
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

ENTITY

Signature:



Printed:

PAUL BLINN

Title:

PRESIDENT

Date:

7-30-2013

WASHINGTON STATE

DEPARTMENT OF TRANSPORTATION

Signature:

Printed:

Don Clotfelter

Title:

Olympic Region Maintenance Manager

Date:

Agreement Distribution: 1st Original to Region Financial Services Office for setup and records retention. Copy of executed agreement to Vendor Copy to the originating office



**Washington State
Department of Transportation**

D Agreement		Entity Name Bishop Contracting LLC			
Work by Others for Department of Transportation Per chapter 47.28 RCW. Total Cost of Agreement (Excluding Sales Tax) May Not Exceed \$100,000		Entity Billing Address 8645 146th Ln SW Olympia WA 98512			
Agreement Number		Contact Name SR-3 MP 38.7 Culvert Repair		Contact Phone 360-561-8005	
Federal Tax ID # 91-2029396		Contractor Registration # Bisho CL0900		Statewide Vendor #	
Item No.	Description of Equipment/Material/Supplies/Services	Quantity	Unit	Unit Price	Amount
01	Mobilization	L.S.	L.S.	4800	4800
02	HDPE DR17 Pipe	260	L.F.	142.0836940	
03	Existing Structure Access and Repair	1	EA.	4000	4000
04	Cement Based Pressure Grouting	6	CY	500	3000
				Sub Total	48,740
				Tax Rate	8.67%
				Tax	4191.64
				Total	52,931.64

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\$ 52,931.64

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ENTITY

Signature: Ronald Bishop
 Printed: Ronald Bishop
 Title: owner
 Date: 7-30-13

WASHINGTON STATE

DEPARTMENT OF TRANSPORTATION

Signature: _____
 Printed: Don Clotfelter
 Title: Olympic Region Maintenance Manager
 Date: _____

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**Washington State
Department of Transportation**

D Agreement Work by Others for Department of Transportation Per chapter 47.28 RCW. Total Cost of Agreement (Excluding Sales Tax) May Not Exceed \$100,000		Entity Name Scarsella Bros. Inc.			
		Entity Billing Address P.O. Box 68697 Seattle, WA 98168-0697			
Agreement Number		Contact Name SR-3 MP 38.7 Culvert Repair		Contact Phone 253-872-7173	
Federal Tax ID # 91-0680994		Contractor Registration # SCARSBI183B8		Statewide Vendor #	
Item No.	Description of Equipment/Material/Supplies/Services	Quantity	Unit	Unit Price	Amount
01	Mobilization	L.S.	L.S.	6,300.00	6,300.00
02	HDPE DR17 Pipe	260	L.F.	90.00	23,400.00
03	Existing Structure Access and Repair	1	EA.	2,350.00	2,350.00
04	Cement Based Pressure Grouting	6	CY	1,060.00	6,360.00
				Sub Total	38,410.00
				Tax Rate 8.6%	Tax 3,303.26
				Total	41,713.26

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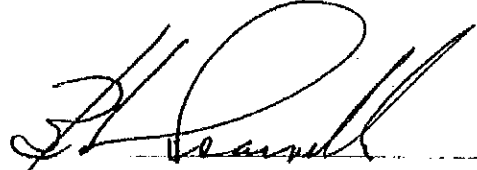
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

ENTITY

Signature:



Printed:

Bob Scarsella

Title:

Vice President

Date:

7/30/13

WASHINGTON STATE

DEPARTMENT OF TRANSPORTATION

Signature:

Printed:

Don Clotfelter

Title:

Olympic Region Maintenance Manager

Date:

Agreement Distribution: 1st Original to Region Financial Services Office for setup and records retention, Copy of executed agreement to Vendor Copy to the originating office