

**RESOLUTION NO. 2014-33**

**A RESOLUTION AUTHORIZING THE MASON TRANSIT AUTHORITY GENERAL MANAGER TO SIGN THE SECOND AMENDMENT TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AGREEMENT GCB1292**

The SECOND AMENDMENT to AGREEMENT GCB1292 entered into between the Washington State Department of Transportation (hereinafter referred to as "WSDOT"), and Mason County Transportation Authority (hereinafter referred to as "CONTRACTOR"), and/or individually referred to as the "PARTY" and collectively referred to as the "PARTIES,"

**WHEREAS**, both PARTIES agree to disregard the changes made in the First Amendment of Agreement GCB1292;

**WHEREAS**, both PARTIES agree to amend AGREEMENT GCB1292 to remove \$53,312 in State Rural Mobility Tax Equalization Transit Formula funds in Project A and amend it to Agreement GCB1624;

**NOW THEREFORE, BE IT RESOLVED**, that the following AMENDMENTS are hereby incorporated into AGREEMENT GCB1292,

**BE IT FURTHER RESOLVED**, that Resolution No. 2014-19 adopted on July 15, 2014 is hereby revoked,

**BE IT FURTHER RESOLVED**, that the Mason Transit Authority Board hereby authorizes the General Manager to execute the Second Amendment to Agreement #GCB1292 as Contractor on behalf of Mason Transit Authority.

**Dated this 16th day of December, 2014.**

  
\_\_\_\_\_  
Mike Olsen, Chair

\_\_\_\_\_  
Deborah Petersen, Vice-Chair

  
\_\_\_\_\_  
Ginny Beech, Authority Member

  
\_\_\_\_\_  
John Campbell, Authority Member

  
\_\_\_\_\_  
Terri Jeffreys, Authority Member

  
\_\_\_\_\_  
Rick Johnson, Authority Member

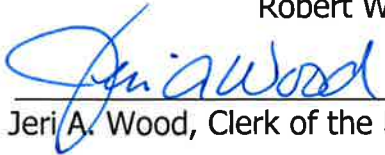
  
\_\_\_\_\_  
Randy Neatherlin, Authority Member

\_\_\_\_\_  
Tim Sheldon, Authority Member

\_\_\_\_\_  
Cheryl Williams, Authority Member

APPROVED AS TO CONTENT:   
\_\_\_\_\_  
Brad Patterson, General Manager

APPROVED AS TO FORM:   
Robert W. Johnson, Legal Counsel

ATTEST:  DATE: 12/16/14  
Jeri A. Wood, Clerk of the Board

The SECOND AMENDMENT to AGREEMENT GCB1292 entered into between the Washington State Department of Transportation (hereinafter referred to as “WSDOT”), and Mason Transit (hereinafter referred to as “CONTRACTOR”), and/or individually referred to as the “PARTY” and collectively referred to as the “PARTIES,”

RECITALS

WHEREAS, both PARTIES agree to disregard the changes made in the FIRST AMENDMENT of AGREEMENT GCB1292;

WHEREAS, both PARTIES agree to amend AGREEMENT GCB1292 to remove \$53,312 in State Rural Mobility Tax Equalization Transit Formula funds in Project A and amend it to AGREEMENT GCB1624;

NOW THEREFORE, the following AMENDMENTS are hereby incorporated into AGREEMENT GCB1292.

AGREEMENT

1. RECITALS are hereby incorporated into this AGREEMENT.
2. Amend Caption heading ‘PROJECT COSTS’ on the first page of the AGREEMENT to read as follows:

<b><u>Project Costs:</u></b>	
Federal Funds	\$3,280,000
Contractor Funds	\$ 820,000
Total Project Cost	\$4,100,000

3. Amend the existing language in Exhibit I SCOPE OF WORK AND BUDGET and replace it to read as follows:

**EXHIBIT I  
SCOPE OF WORK AND BUDGET**

<b>Total Project Cost</b>	
Federal Funds	\$3,280,000
Contractor Funds	\$ 820,000
Total Project Cost	\$4,100,000

Amend the current language set forth in Exhibit I, Funding by Project: Project A to read as follows:

**PROJECT A**

**Scope of Work:** To provide capital Construction funding assistance to complete phase 1 of the project to transform a former National Guard armory building, located at 601 W Franklin Street in Shelton, Washington into a multimodal transit and community resource center.

<b>Funding</b>	<b>Percentage</b>	<b>Totals</b>
FTA 5309	80%	\$3,280,000
Contractor Funds	20%	\$820,000
<b>Total Project Cost</b>	<b>100%</b>	<b>\$4,100,000</b>

**Budget:** *Funding and percentages identified reflect current project funds for 2013-2015*

4. Amend activity budget to include \$53,312 of Rural Mobility Tax Equalization Transit Formula for Construction activities

<b>Activity</b>	<b>Local Share (20%)</b>	<b>Federal Funds (80%)</b>	<b>Totals</b>
A&E	\$100,053	\$ 400,210	\$ 500,263
Project Management	\$121,735	\$ 486,938	\$ 608,673
Construction	\$598,212	\$2,392,852	\$2,991,064
<b>Totals</b>	<b>\$820,000</b>	<b>\$3,280,000</b>	<b>\$4,100,000</b>

5. A copy of this AMENDMENT to the AGREEMENT shall be attached to and made a part of the original AGREEMENT. Any references to the “AGREEMENT” shall mean “AGREEMENT as amended.”

6. All other terms and conditions of the original AGREEMENT not hereby amended shall remain in full force and effect. This document may be simultaneously executed in several counterparts, each of which shall be deemed original having identical legal effect.

**This space is intended to be blank.**

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT the day and year last written below.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**

**CONTRACTOR**

By: \_\_\_\_\_  
Brian Lagerberg, Director  
Public Transportation Division

By: \_\_\_\_\_  
Authorized Representative  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_