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Pierce County, WA ADIETZ

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Pages: 14 Fee: \$0.00

Name & Return Address:

City of Tacoma - City Clerk's Office

733 Market Street, Room 11

Tacoma, WA 98402-3769

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) Interlocal Agreement - Resolution No. 40538
Grantor(s) City of Tacoma ____ Additional Names on Page ____ of Document
Grantee(s) Washington State Department of Transportation ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) Interlocal Agreement with WSDOT for the construction of new curb ramps along South 56th Street and Tacoma Mall Boulevard at the I-5 Interchange - per Resolution No. 40538 Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s)
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. _____ Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**GCB 3284
INTERLOCAL AGREEMENT BETWEEN
WSDOT / CITY OF TACOMA**

This Interagency Agreement is entered into between the Washington State Department of Transportation hereinafter "WSDOT," and City of Tacoma hereinafter "CITY;" hereinafter referred to individually as the "Party" and collectively as the "Parties."

Recitals

- A. As part of I2 Safety/Collision Prevention, the Parties wish to upgrade existing curb ramps where needed on S. 56th Street Interchange in Pierce County between MP 130.60 and MP 130.80 on I-5, hereinafter the "Project."
- B. The Parties agree that the City is in the best position to design and construct the ADA transportation elements for the Project and that WSDOT is responsible for the CITY's costs associated with this work.
- C. This Agreement establishes the framework for which WSDOT will reimburse the CITY for the work it performed pursuant to the Project.

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 Exhibit A, which are incorporated and made a part hereof.

It Is Mutually Agreed As Follows:

1. General

- 1.1 Plans, specifications and cost estimates hereinafter "PS&E" shall be prepared by the CITY 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.
- 1.2 The CITY will work with WSDOT for any Right of Way needs. WSDOT real estate services will acquire the needed Right of Way based on the CITY's design.
- 1.3 The CITY agrees to submit the PS&E for the described work as shown on Exhibit A, attached hereto and by reference made a part of this Agreement, to WSDOT for acceptance prior to advertising the Project.
- 1.4 The CITY will construct the Project per the PS&E for WSDOT.
- 1.5 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 CITY contractor shall be through the CITY representative.
- 1.6 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. General Permit / Right of Entry

2.1 Upon satisfactory completion and acceptance by WSDOT of the PS&E, WSDOT will grant to the CITY and its authorized agents, contractors, subcontractors, and employees, right of entry upon all land in which WSDOT has an interest for the purpose of constructing the work covered by this Agreement by way of a General Permit.

3. Payment

3.1 Current inflated dollars in 2021 funding available for the Project is Six Hundred Thirty-one Thousand Three Hundred Twenty-two, and No/100s Dollars (\$631,322.00).

3.2 WSDOT, in consideration of the faithful performance of the work to be performed by the CITY, agrees to reimburse the CITY for the actual direct and related indirect costs of the work. The CITY shall provide detailed invoices to WSDOT, and WSDOT shall make payment within thirty (30) calendar days from receipt of a CITY invoice. Invoices shall be submitted no more than once per month. A payment will not constitute agreement as to the appropriateness of any item and, at the time of final invoice, the Parties will resolve any discrepancies. The CITY agrees to submit a final bill to WSDOT within forty-five (45) calendar days after the CITY has completed the work.

3.3 WSDOT Fiscal Year End Closure Requirements (chapter 43.88 RCW): Any invoices for work performed between July 1 and June 30 of any given year must be submitted to the WSDOT no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the CITY is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by WSDOT for work performed by the CITY prior to July 1 must be submitted to WSDOT no later than July 19th of the same year in order for WSDOT to accrue the amount necessary for payment. The CITY will thereafter submit any remaining invoices to WSDOT for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. WSDOT shall not be required to pay to the CITY late payment fees, interest, or incidental costs incurred by the CITY or any other costs related to a delayed payment if the CITY fails to comply with the invoice requirements of this Section.

4. Extra Work

4.1 In the event unforeseen conditions require an increase of more than ten percent of the cost of the work that the Parties agreed to in Exhibit A, this Agreement will be modified by Amendment pursuant to Section 5 covering said increase.

4.2 The CITY will make available to WSDOT all change order documentation related to the Project.

5. Amendment

5.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

ORIGINAL

6. Termination

- 6.1 Unless otherwise provided herein, the CITY may terminate this Agreement upon thirty (30) calendar days written notice to WSDOT. If this Agreement is terminated by the CITY prior to the fulfillment of the terms stated herein, the CITY shall be reimbursed for all actual direct and related indirect expenses and costs incurred up to the date of termination associated with the Project. The CITY agrees to provide to WSDOT all Project-related documents upon final payment by WSDOT.
- 6.2 Unless otherwise provided herein, WSDOT may terminate this Agreement upon thirty (30) calendar days written notice to the CITY. If this Agreement is terminated by WSDOT prior to the fulfillment of the terms stated herein, the CITY shall be reimbursed for all actual direct and related indirect expenses and costs incurred up to the date of termination associated with the Project. The CITY agrees to provide to WSDOT all Project-related documents upon final payment by WSDOT.

7. Independent Contractor

- 7.1 The CITY shall be deemed an independent contractor of all purposes, and the employees of the CITY or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.

8. Indemnity

- 8.1 Each Party to this Agreement will 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, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither 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. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.
- 8.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 8.3 This indemnification and waiver shall survive the termination of this Agreement.

9. Disputes

- 9.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the CITY shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either agency. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the

dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

10. Venue

10.1 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 agree that any such action or proceedings shall be brought in the Thurston County Superior Court. Further, each Party agrees that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

11. Audits/Records

11.1 All records for the Project in support of all costs incurred shall be maintained by the CITY for a period of six (6) years. WSDOT shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should WSDOT require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

12. Contacts and Notices

12.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

CITY Project Manager shall be:

Jon Kulju
747 Market Street, Room #544
Tacoma, WA 98402
Phone: (253) 591-5204
Email: jkulju@cityoftacoma.org

WSDOT Project Manager shall be:

Dale Severson
PO Box 47440
Olympia, WA 98504-7440
Phone: (360) 357-2736
Email: SEVERSD@wsdot.wa.gov

13. Severability

13.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

14. No Third-Party Beneficiaries

14.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

15. Working Days

15.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date signed last below:

City of Tacoma .

Washington State
Department of Transportation


Elizabeth Pauli

JoAnn L Schuster

By (print):

By (print):





Signature:

Signature:

2-6-2020

2/13/20

Date:

Date:

Approved as to Form:

Approved as to Form:

Bill Fosbre

James W. Nelson

By (print):

By (print):





Signature:

Signature:

Attorney

Assistant Attorney General

1-30-2020

4 December 2019

Date:

Date:

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GCB 3284
Exhibit A

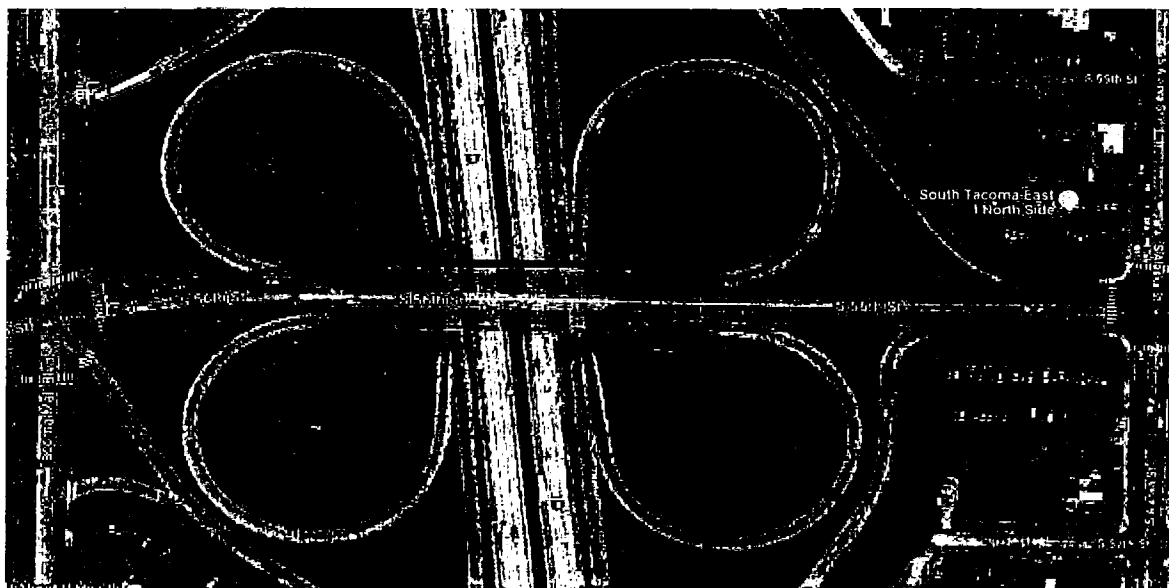
Project Summary Package
I-5

S 56th St Interchange

ADA Compliance

MP 130.60 to MP 130.80

2018



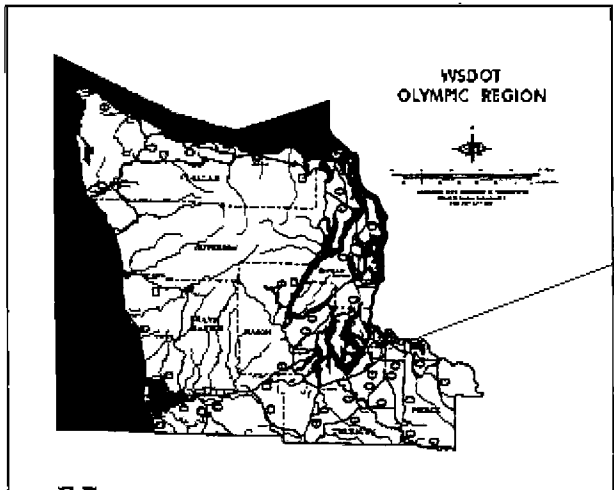
Washington State Department of Transportation



Olympic Region Program Management Office

C00556C:300556C

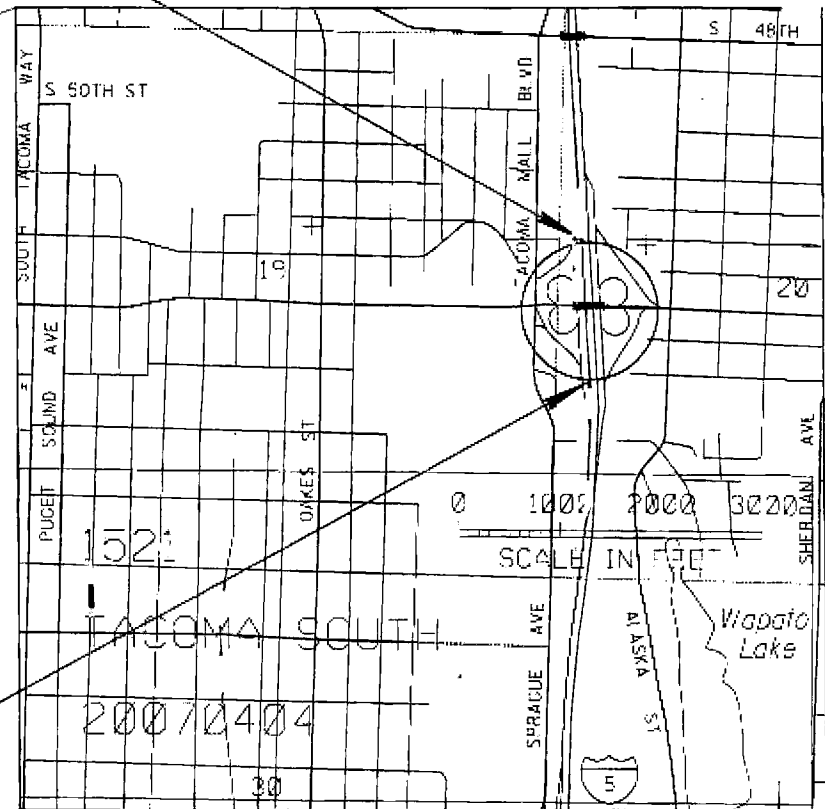
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END PROJECT
I-5 MP 130.80

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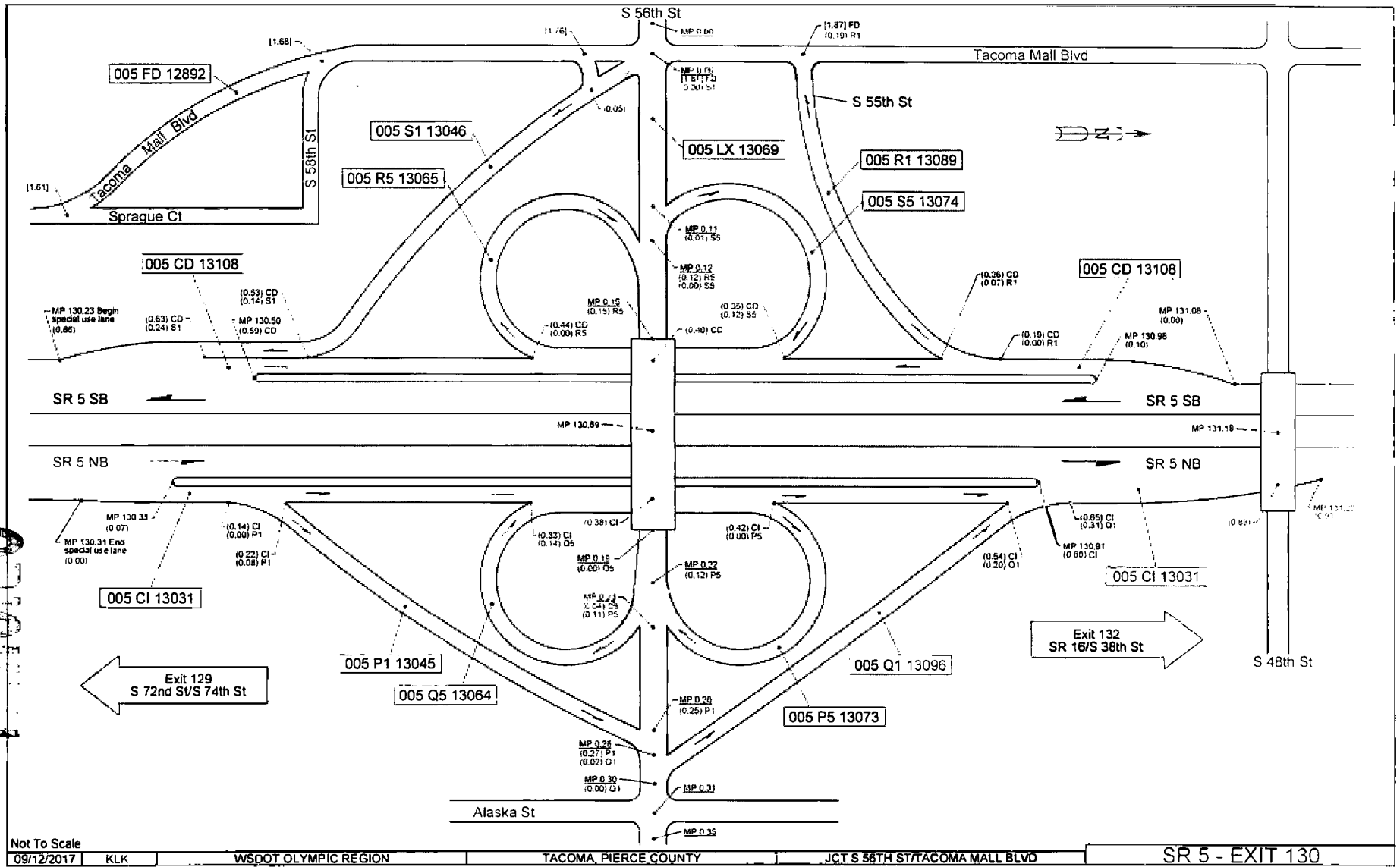
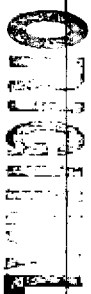
BEGIN PROJECT
I-5 MP 130.60



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FILE NAME G:\Communication_Graphics & Maps\Vicinity Maps\300556C_PS_VM.dgn		RECORD NO. 10	STATE WASH	FED.AID PROJ.NO.	<p>Washington State Department of Transportation</p>	<p>I-5 S 56TH ST INTERCHANGE</p>	Plot 1
TIME 2:12:27 PM	DATE 7/10/2010	JOB NUMBER 300556C	LOCATION NO.	VM1			
DESIGNED BY Stacy Hanson	ENTERED BY Stacy Hanson	PROJ. ENGR.	REGIONAL ADM. John Wynands	REVISION	DATE	BY	1 of 1

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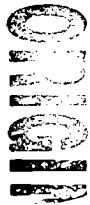


09/12/2017	KLK	WSDOT OLYMPIC REGION	TACOMA, PIERCE COUNTY	JCT S 56TH ST/TACOMA MALL BLVD	SR 5 - EXIT 130
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Estimate Summary

Construction Costs	\$	376,769	Project Title	56th St Interchange - ADA Compliance
Design Allocations	<input type="text" value="0%"/>	\$ -	PIN #	300556C
Contract total	\$	376,769	WIN#	C00556C
Sales Tax	<input type="text" value="0.0%"/>	\$ -	SR	5
700 Level Items	\$	-	Mileposts	130.60 to 130.80
CN Subtotal	\$	376,769	Project Manager (PE)	L. Moody
Construction Engineering	<input type="text" value="Lump Sum"/>	\$ 105,113	Preparers Name	Sue O'Neil (City of Tacoma)
Change Order Cont.	<input type="text" value="0%"/>	\$ -	Date of Costs	12-19-2018
Construction total	\$	481,882	Date of Update	
Preliminary Engineering	<input type="text" value="Lump Sum"/>	\$ 83,249	Date of Basis of Estimate	
800 Level Items	\$	-	Date of Review	1-2-2019
Right of Way Costs	<input type="text" value="Lump Sum"/>	\$ 38,700	Summary Project Assumptions	
Total Project Costs	\$	603,831	Replacing or add ADA ramps within the 56th Street interchange, including the east side of Tacoma Mall Blvd. within the area labeled "turnbank" on the right of way plans which was not actually turned back.	
2021 Inflated Dollar Total		\$631,322	Summary of Risks	
			See Section 4.1 of the agreement for unforeseen conditions that require an increase in cost up to 10% of the 2021 Inflated Dollar Total.	

GCB 3284



South 56th Street Interchange			
Project Cost Estimate			
Assumes Design 2020/Construction 2021			
EXPENSES	Budget Hrs	2018 Rate	Estimated Cost
PE			
PW PM Division Manager Asst.	16	111.60	1,786
Project Manager	40	90.73	3,629
Management Analyst II (Financial)	40	64.72	2,589
Financial Assistant	40	48.17	1,927
Management Analyst II (Project Support)	40	64.72	2,589
Engineer, Professional	80	90.55	7,244
PWE Design/Engr Associate	80	59.92	4,794
Engr Technician III	150	63.17	9,476
Engr Technician IV	80	70.36	5,629
Engineer, Professional (Traffic)	12	90.55	1,087
PWE Traffic Eng/Eng Assoc.	12	59.92	719
PW Engineering Assessed/HR Analyst, Sr. (ADA Coordinator)	16	76.37	1,222
Chief Surveyor	40	89.61	3,584
Chief of Party	60	60.12	3,607
Survey Technician II	60	43.65	2,619
Miscellaneous (Outreach, Advertisement, etc.)	1	5,000.00	5,000
Design Contingency 10%	1	5,749.93	5,750
2018 Estimated PE			63,249
2020 Estimated PE @ 5% escalation/yr			66,702
WSDOT Admin			20,000
Total Estimated PE			89,732
ROW			
Real Estate Specialist Sr.	16	70.23	1,124
2018 Estimated ROW			1,124
2020 Estimated ROW @ 5% escalation/yr			1,239
WSDOT Acquisition			38,700
Total Estimated ROW			39,939
CE			
PW PM Division Manager Asst.	16	111.60	1,786
Project Manager	80	90.73	7,258
Engineer, Professional	16	90.55	1,449
Engineer, Professional (Traffic)	16	90.55	1,449
Engr Technician III	16	63.17	1,011
Management Analyst II (Billing)	24	64.72	1,553
Financial Assistant	24	48.17	1,156
Management Analyst II (Project Support)	16	64.72	1,036
Operations Manager	16	103.97	1,664
Construction Manager	120	90.35	10,842
Const. Inspector Supervisor	80	75.86	6,069
Construction Inspector	480	70.05	33,624
Administrative Assistant	40	48.36	1,934
Miscellaneous Expenses (Outreach, Graphics, etc.)	1	2,000.00	2,000
CE Contingency 10%	1	7,282.99	7,283
Total Estimated CE			80,113
2021 Estimated CE @ 5% escalation/yr			92,141
WSDOT Oversight			25,000
Total Estimated CE			117,741
Construction			
Contractor (with 15% contingency, see construction estimate)			376,769
Total Estimated Construction			376,769
Total Estimated Construction Escalated to 2021 (5% escalation/yr)			408,137
Total Cost Estimate (Design 2020, Construction 2021)			500,500
Assumptions:			
Ramp lengths based on general slopes of the road, actuals will likely vary.			
Anticipates replacement of 75 lf of sidewalk at overpass approaches.			
ROW needs identification by City, ROW Plan Update and acquisition by WSDOT.			
Assumes a 60 working day contract.			

\$105,113



Req. #19-1476

RESOLUTION NO. 40538

1 A RESOLUTION relating to public works; authorizing the execution of an Interlocal
 2 Agreement with the Washington State Department of Transportation, in the
 3 amount of \$631,322, accepting and depositing said sum into the
 4 Transportation Capital Fund, for the construction of new curb ramps along
 5 South 56th Street and Tacoma Mall Boulevard at the I-5 Interchange.

6 WHEREAS as part of the Washington State Department of Transportation's
 7 ("WSDOT") I2 Safety/Collision Prevention Program, WSDOT and the City wish to
 8 upgrade existing and install new curb ramps where needed at the South 56th
 9 Street Interchange with Interstate 5 ("I-5"), and

10 WHEREAS both WSDOT and the City agree that the City is in the best
 11 position to design and manage the construction of the Americans with Disabilities
 12 Act ("ADA") compliant curb ramps, and

13 WHEREAS WSDOT will be responsible for the cost of the project, including
 14 the cost and acquisition of any property for right-of-way required to install the curb
 15 ramps, and has committed \$631,322 towards the project, and

16 WHEREAS there will be a total of 28 total curb ramps included in the
 17 project, including upgrading 16 existing curb ramps, and the construction of 12 new
 18 curb ramps, and

19 WHEREAS the limits of the project will be the curb ramps at the I-5 on/off
 20 ramps along South 56th Street between Alaska Street and Tacoma Mall
 21 Boulevard, and on Tacoma Mall Boulevard near South 56th Street; Now,
 22 Therefore,
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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That the proper officers of the City are hereby authorized to execute an Interlocal Agreement with the Washington State Department of Transportation, in the amount of \$631,322, accepting and depositing said sum into the Transportation Capital Fund, for the construction of new curb ramps along South 56th Street and Tacoma Mall Boulevard at the Interstate 5 ("I-5") Interchange.

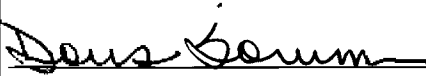
Section 2. That the City Manager, or designee, is hereby authorized to take and execute any additional measures or documents that may be necessary to complete this transaction which are consistent with the approved form of documents referenced by this Resolution, and the intent of this Resolution.

Adopted JAN 28 2020

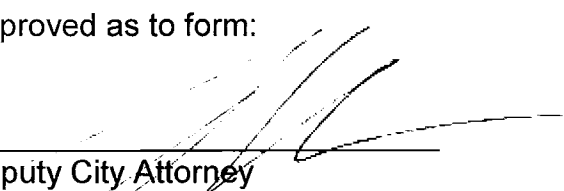


Mayor

Attest:



City Clerk

Approved as to form:


Deputy City Attorney