

**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.



## 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](mailto: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](mailto: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

\_\_\_\_\_  
By (print):

\_\_\_\_\_  
By (print):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

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

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

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
By (print):

*JAMES W. NELSON*  
\_\_\_\_\_  
By (print):

\_\_\_\_\_  
Signature:  
Attorney

*[Signature]*  
\_\_\_\_\_  
Signature:  
Assistant Attorney General

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

*4 December 2019*  
\_\_\_\_\_  
Date:



**Project Summary Package  
I-5**

**S 56<sup>th</sup> St Interchange**

**ADA Compliance**

**MP 130.60 to MP 130.80**

**2018**



**Washington State Department of Transportation**



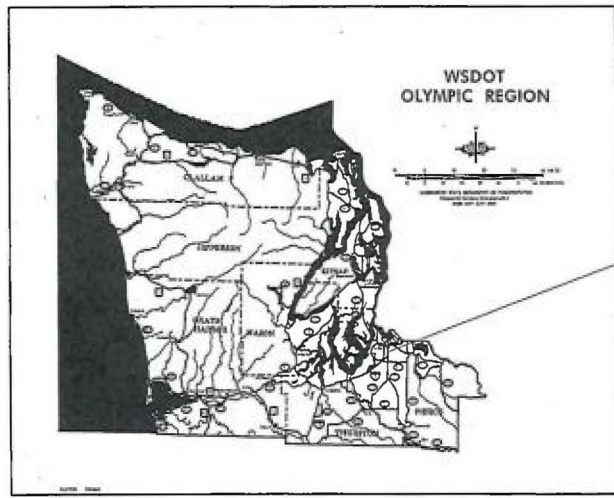
**Olympic Region Program Management Office**

C00556C:300556C

T 20 N, R 3 E - 19, 20

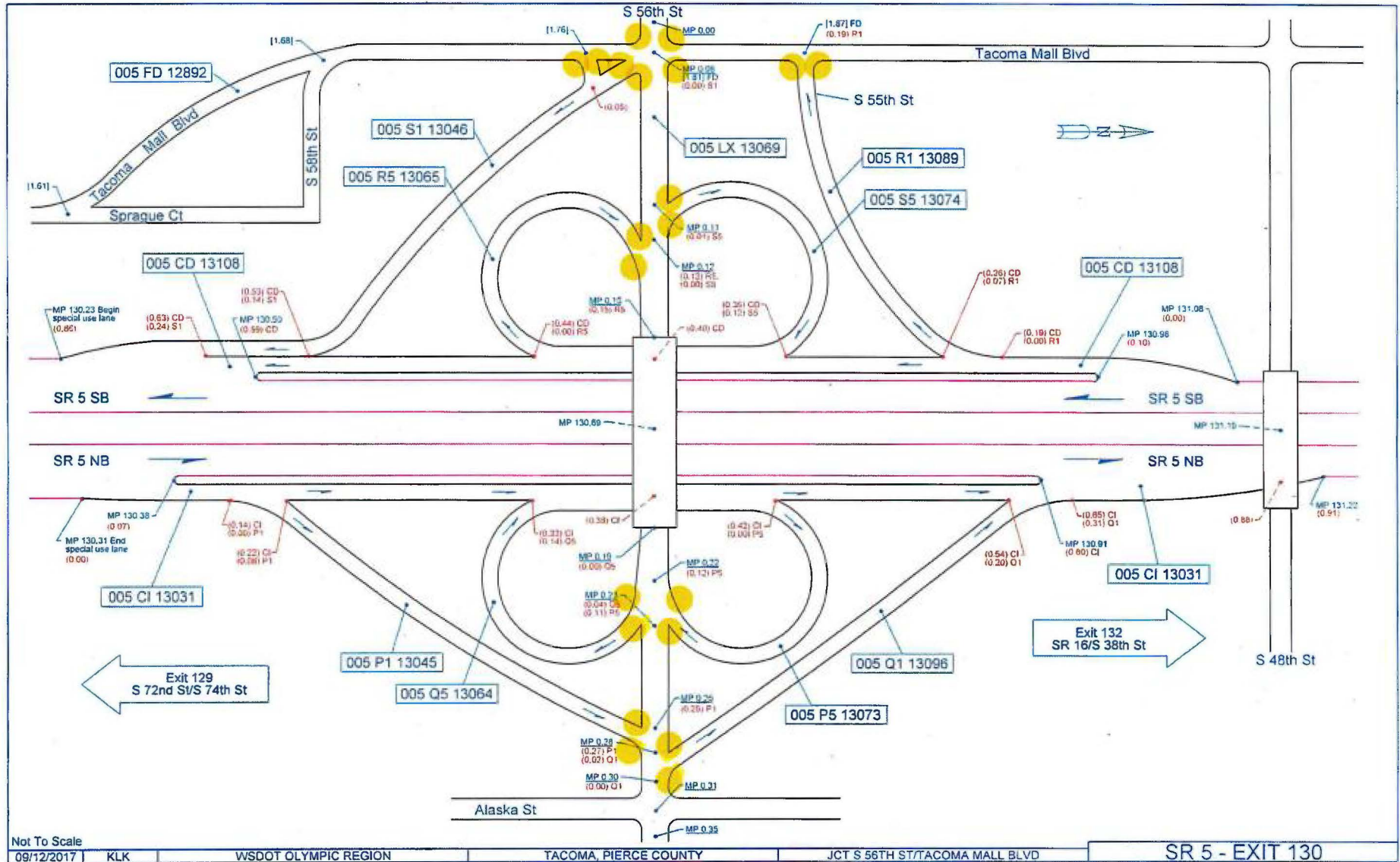
**END PROJECT**  
I-5 MP 130.80

**BEGIN PROJECT**  
I-5 MP 130.60



FILE NAME G:\h. Communication, Graphics & Maps\Vicinity Maps\300556C PS_VM.dgn		REGION 10	STATE WASH	FED.AID PROJ.NO.	<p>Washington State Department of Transportation</p>	<p>I-5 S 56TH ST INTERCHANGE</p>	Plot 1 PLAN REF NO VM1
TIME 2:12:27 PM	DATE 7/10/2018	JOB NUMBER 300556C		LOGANON NO.			<p>Vicinity Map</p>
PLOTTED BY hansoc	DESIGNED BY Stacy Hanson	CONTRACT NO.	LOGANON NO.	DATE	DATE		
ENTERED BY Stacy Hanson	CHECKED BY						
PROJ. ENGR.	REGIONAL ADM. John Wynands	REVISION	DATE	BY			





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	<b>Project Title</b>	56th St Interchange - ADA Compliance
Design Allocations	0%	\$	-	<b>PIN #</b>	300556C
<b>Contract total</b>		\$	376,769	<b>WIN#</b>	C00556C
<u>Sales Tax</u>	0.0%	\$	-	<b>SR</b>	5
<u>700 Level Items</u>	\$ -	\$	-	<b>Mileposts</b>	130.60 to 130.80
<b>CN Subtotal</b>		\$	376,769	<b>Project Manager (PE)</b>	L. Moody
<u>Construction Engineering</u>	Lump Sum	\$	105,113	<b>Preparers Name</b>	Sue O'Neil (City of Tacoma)
<u>Change Order Cont.</u>	0%	\$	-	<b>Date of Costs</b>	12-19-2018
<b>Construction total</b>		\$	481,882	<b>Date of Update</b>	
<u>Preliminary Engineering</u>	Lump Sum	\$	83,249	<b>Date of Basis of Estimate</b>	
<u>800 Level Items</u>	\$ -	\$	-	<b>Date of Review</b>	1-2-2019
<b>Right of Way Costs</b>	Lump Sum	\$	38,700	<b>Summary Project Assumptions</b>	
<b>Total Project Costs</b>		\$	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.	
<b>2021 Inflated Dollar Total</b>			<b>\$631,322</b>	<b>Summary of Risks</b>	
				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.	

**COST ESTIMATE**  
**Strategic Analysis and Estimating Office**

PIN NUMBER:	300556C	DESCRIPTION OF WORK			
SR, MP's:	5130.80 to 130.80				
PROJECT TITLE:					
56th St Interchange - ADA Compliance		Install 12 sidewalk ramps at the intersections of 56th Street and Interchange ramps. Replace 13 sidewalk ramps at the intersection and vicinity of Tacoma Mall Blvd.			
REGION:	Olympic				
<b>MOBILIZATION AND PREPARATION</b>					\$ -
MOBILIZATION	L.S.	1		\$ -	
	L.S.	1		\$ -	
				\$ -	
				\$ -	
<b>GRADING, DRAINAGE AND STOCKPILING</b>					\$ -
	L.S.	1		\$ -	
	L.S.	1		\$ -	
				\$ -	
				\$ -	
<b>WATERLINES, STORM AND SANITARY SEWERS</b>					\$ -
	L.S.	1		\$ -	
	L.S.	1		\$ -	
				\$ -	
<b>STRUCTURES</b>					\$ -
	L.S.	1		\$ -	
	L.S.	1		\$ -	
				\$ -	
				\$ -	
<b>ASPHALT AND SURFACING</b>					\$ -
	L.S.	1		\$ -	
	L.S.	1		\$ -	
				\$ -	
				\$ -	
<b>CEMENT CONCRETE PAVEMENT</b>					\$ -
	L.S.	1		\$ -	
	L.S.	1		\$ -	
				\$ -	
				\$ -	
<b>TRAFFIC CONTROL</b>					\$ -
WORK ZONE TRAFFIC CONTROL	L.S.	1		\$ -	
	L.S.	1		\$ -	
				\$ -	
				\$ -	
<b>OTHER ITEMS</b>					\$ 376,769
Lump Sum from City of Tacoma	EACH	1	376769	\$ 376,769	
	EACH			\$ -	
	EACH			\$ -	
	L.S.			\$ -	
				\$ -	
				\$ -	
<b>NON - BID COSTS 700 Level Items</b>					\$ -
<b>NON - BID COSTS 800 Level Items</b>					\$ -
700	L.S.	1		\$ -	
700	L.S.	1		\$ -	
700	L.S.	1		\$ -	
800	L.S.	1		\$ -	
800	L.S.	1		\$ -	
800	L.S.	1		\$ -	
		1		\$ -	
				\$ -	
				\$ -	
				\$ -	

**Total \$ 376,769**



South 56th Street Interchange			
Project Cost Estimate			
Assumes Design 2020/Construction 2021			
<b>EXPENSES</b>	<b>Budget Hrs</b>	<b>2018 Rate</b>	<b>Estimated Cost</b>
<b>PE</b>			
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
<b>2018 Estimated PE</b>			<b>63,249</b>
<del>2020 Estimated PE @ 5% escalation/yr</del>			<del>66,732</del>
WSDOT Admin			20,000
<b>Total Estimated PE</b>			<b>89,732</b>
<b>ROW</b>			
Real Estate Specialist Sr.	16	70.23	1,124
<b>2018 Estimated ROW</b>			<b>1,124</b>
<del>2020 Estimated ROW @ 5% escalation/yr</del>			<del>1,239</del>
WSDOT Acquisition			38,700
<b>Total Estimated ROW</b>			<b>39,939</b>
<b>CE</b>			
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
<b>Total Estimated CE</b>			<b>80,113</b>
<del>2021 Estimated CE @ 5% escalation/yr</del>			<del>94,141</del>
WSDOT Oversight			25,000
<b>Total Estimated CE</b>			<b>117,741</b>
<b>Construction</b>			
Contractor (with 15% contingency, see construction estimate)			376,769
<b>Total Estimated Construction</b>			<b>376,769</b>
<del>Total Estimated Construction Escalated to 2021 (5% escalation/yr)</del>			<del>438,157</del>
<b>Total Cost Estimate (Design 2020, Construction 2021)</b>			<b>585,585</b>
<b>Assumptions:</b>			
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.			

83,249

\$105,113