

DRAFT

STATE PARTICIPATING AGREEMENT WORK BY LOCAL AGENCY		<u>Local Agency Name and Address</u> Community & Economic Development City of Tacoma 747 Market Street, Tacoma, WA 98402
Agreement Number		<u>Location and Description of Work</u> Production and installation of a Historic Interpretation Display at the new Tacoma Amtrak Station
State Route	Control Section	

This AGREEMENT is made and entered into between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the LOCAL AGENCY is planning the construction of a project as shown above, and in connection therewith, the STATE has requested that the LOCAL AGENCY perform certain work as herein described, and

WHEREAS, it is deemed to be in the best interest for the STATE to include specific items of work in a LOCAL AGENCY contract proposed for the above-noted project, and

WHEREAS, the STATE 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:

I GENERAL

The LOCAL AGENCY, as agent acting for and on behalf of the STATE, agrees to perform the above "Description of Work".

Plans, specifications and cost estimates shall be prepared by the LOCAL AGENCY in accordance with the current State of Washington 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.

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 the STATE for approval prior to advertising the project.

The STATE will furnish an inspector on the project. Any costs for such inspection will be borne solely by the STATE. All contact between said inspector and the LOCAL AGENCY's contractor shall be through the LOCAL AGENCY's representative.

The City agrees to use all commercially reasonable efforts to complete this work by the end of September, 2017.

The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance and exclusive ownership to _____ 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.

II PAYMENT

The STATE, 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.

An itemized estimate of cost for work to be performed by the LOCAL AGENCY at the STATE's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the STATE, 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.

The LOCAL AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the LOCAL AGENCY has completed the work.

III DELETION OF WORK

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 fifteen (15) percent, the STATE 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 the STATE's portion of the work exceeds twenty (20) percent of the actual total contract bid price.

The STATE shall have five (5) working days from the date of written notification to inform the LOCAL AGENCY to delete the work. Should the STATE exercise its option to delete work, the STATE 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.

IV EXTRA WORK

In the event unforeseen conditions require an increase in the cost of twenty-five 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by supplemental AGREEMENT covering said increase.

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 the STATE prior to the beginning of such work. Where the change is substantial, written approval must be secured.

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 the STATE.

V RIGHT OF ENTRY

Upon completion of the work outlined herein, all future operation and maintenance of the STATE's facilities shall be at the sole cost of the STATE and without expense to the LOCAL AGENCY.

VI LEGAL RELATIONS

No liability shall attach to the LOCAL AGENCY or the STATE 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.

LOCAL AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: Signatures Below.	By:
Printed:	Printed:

Title:	Title:
Date:	Date:

CITY OF TACOMA

Elizabeth A. Pauli, Interim City Manager

Approved:

Ricardo Noguera, Director
Community and Economic
Development Department

Andrew Cherullo
Finance Director

Attest:

Doris Sorum, City Clerk

Approved as to form:

Deputy City Attorney

Saada Gegoux, Risk Manager