

INTERLOCAL AGREEMENT
BETWEEN CITY OF LACEY
AND INTERCITY TRANSIT

THIS AGREEMENT is made and entered into between the CITY OF LACEY, hereinafter "CITY", and INTERCITY TRANSIT, hereinafter "I.T."

WHEREAS, it is to the mutual advantage of the CITY and I.T. to construct I.T. Bus Stop Enhancements on Ruddell Road as part of the CITY's Ruddell Road Overlay project, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, pursuant to RCW 39.34, the CITY and I.T. are authorized to jointly exercise the powers, privileges and authority described herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the CITY and I.T. agree and resolve as follows:

I. PURPOSE

The purpose of this Agreement is to incorporate the construction of I.T. Bus Stop Enhancements into the CITY's Ruddell Road Overlay project.

II. RELATIONSHIP OF THE PARTIES

The CITY and I.T. agree that they intend to act jointly pursuant to the authority of Chapter 39.34 RCW to accomplish the purpose recited herein. No separate legal entity is created by this

agreement. The administrator of this undertaking shall be the City Engineer or his designee.

III. SCOPE OF PROJECT

The CITY will construct enhancements for bus stops along Ruddell Road as identified in Exhibit A. The project shall be bid and constructed in accordance with this Agreement and all applicable City, State, and federal laws and regulations.

IV. RESPONSIBILITY OF THE CITY

The CITY shall:

- 1) Incorporate bus stop enhancements in the plans and specifications for the Ruddell Road Overlay project;
- 2) Award the construction contract to a qualified contractor through a competitively bid process;
- 3) Arrange a walk-through inspection to be attended by an I.T. Inspector upon completion of the work;
- 4) Keep accurate records of actual costs associated with the project;
- 5) Invoice I.T. for its portion of costs upon completion of the work; and
- 6) Prepare Record Drawings and provide one copy to I.T. upon request.

V. RESPONSIBILITY OF I.T.

I.T. shall:

- 1) Provide the plans, designed and stamped by a Professional Engineer, for the bus stop

enhancements;

- 2) Reimburse the CITY for all actual costs associated with construction and inspection;
- 3) Timely pay the invoice submitted by the CITY for the work provided herein. The invoice shall be paid in full on or before 30 days from the date of submittal; and
- 4) Provide punch list items within five working days from request by CITY. Any contractor delay associated with the I.T.'s delay in providing punch list items shall be I.T.'s responsibility.

VI. MANNER OF FINANCING

I.T. shall reimburse the CITY for its portion of actual costs to perform the work in an amount not to exceed \$11,470, as detailed in Exhibit B. Should the actual amount exceed \$11,470, CITY will inform I.T. and obtain its approval for the greater amount. I.T. shall not unreasonably withhold an amendment to this Agreement for the greater amount.

VII. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

No liability shall attach to the CITY or I.T. by reason of entering into this Agreement except as expressly provided herein. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party.

I.T. agrees to indemnify and hold harmless the CITY, its elected and appointed officers and employees, from and against any and all claims, demands, and/or causes of action of any kind or nature, including but not limited to attorneys fees and costs, arising from the actions and/or inactions of I.T., its officers, employees, agents and/or representatives in conjunction with

this Agreement.

Likewise, the CITY agrees to indemnify and hold harmless I.T., its elected and appointed officers and employees, from and against any and all claims, demands, and/or causes of action of any kind or nature, including but not limited to attorneys fees and costs, arising from the actions and/or inactions of the CITY, its officers, employees, agents and/or representatives in conjunction with this Agreement.

The above reciprocal indemnification and hold harmless provisions shall apply to any and all claims, demands, and/or causes of action involving any contractor and/or subcontractor/supplier performing the work contemplated by this Agreement.

In case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from the other party in proportion to the percentage attributable to the other party.

VIII. TERMINATION

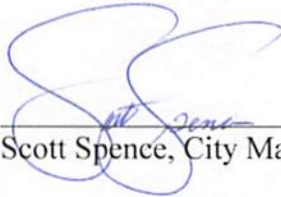
This Agreement may be terminated at any time upon ten days written notice with the written mutual agreement of the parties. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

IX. DURATION

This Agreement shall commence upon its date of execution and shall continue until its purpose is completed unless sooner terminated by the CITY and I.T.

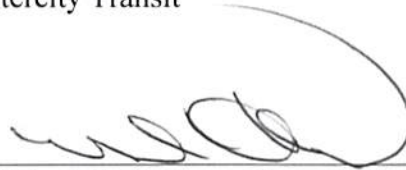
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 26 day of APRIL, 2012.

City of Lacey



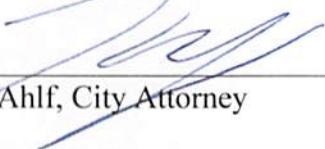
Scott Spence, City Manager

Intercity Transit



Michael S. Harbour, General Manager

APPROVED AS TO FORM:



Ken Ahlf, City Attorney

EXHIBIT A

Intercity Transit -- 2012 Bus Stop Improvement Sites within the City of Lacey Ruddell Road Overlay Project

TMSID	Field1	SiteSpecific	Grant	StreetOn	StreetAcro	AdjacentAd	Landmark	DirOfTrave	Jurisdictri	AccessRati	PriorityList
618	Private Property	Landing Pad	TE2011	Ruddell Rd	14th Ave	1403 Ruddell Rd SE	#1403	S	Lacey	Functional	1
619	Private Property	Landing Pad	TE2011	Ruddell Rd	16th Ave	1602 Ruddell Rd SE (opp.)	opp. #1602 [LDS Church]	S	Lacey	Functional	1
620	Public ROW	Landing Pad	TE2011	Ruddell	19th sb			S	Lacey	Not	1
629	Public ROW	Landing Pad	TE2011	Ruddell Rd	27th Ave	2740 Ruddell Rd SE (opp.)	opp. #2740 [Williams Court]	S	Lacey	Functional	1
630	Public ROW	Landing Pad	TE2011	Ruddell	30th			S	Lacey	Not	1
631	Private Property	Landing Pad	TE2011	Ruddell Rd	Ruddell Lp	5505 32nd Ct SE (opp.)	opp. #5505 32nd Ct	S	Lacey	Functional	1
645	Public ROW	Shelter pad	TE2011	Ruddell	45th				Lacey		1
647	Private Property	Landing Pad	TE2011	Ruddell Rd	39th Ave	5706 39th Ave SE	#5706 39th	N	Lacey	Functional	1
648	Private Property	Landing Pad	TE2011	Ruddell Rd	37th Ave	3600 Ruddell Rd SE	#3600 [American Legion]	N	Lacey	Functional	1
649	Public ROW	Landing Pad	TE2011	Ruddell	32nd			N	Lacey	Not	1
653	Public ROW	Landing Pad	TE2011	Ruddell	19th nb			N	Lacey	Not	1
654	Private Property	Landing Pad	TE2011	Ruddell	16th			N	Lacey	Not	1
655	Private Property	Landing Pad	TE2011	Ruddell	14th			N	Lacey	Not	1
945	Private Property	Landing Pad	TE2011	Ruddell	25th			N	Lacey	Accessible	1

EXHIBIT B

**Ruddell Road Bus Stop Pads Estimate
Schedule B**

Item ID	Item Description	Quantity	Unit Price	Extended Price
109-010	Mobilization	1 LS	\$500.00	\$500.00
203-010	Roadway Excavation Incl. Haul	30 CY	\$35.00	\$1,050.00
404-020	Crushed Surfacing Top Course	10 TN	\$22.00	\$220.00
802-010	Topsoil Type A	10 CY	\$40.00	\$400.00
801-280	Seeding and Fertilizing by Hand	20 SY	\$10.00	\$200.00
814-510	Cement Concrete Sidewalk	190 SY	\$40.00	\$7,600.00
104-010	Minor Change	1 LS	\$1,000.00	\$1,000.00
			Total	\$10,970.00
			CE	\$500.00
			Grand Total	\$11,470.00