

**INTERAGENCY AGREEMENT
BETWEEN
CITY OF OLYMPIA – CREATIVE DISTRICT
AND
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

This Agreement is between the Washington State Department of Transportation, hereinafter referred to as “WSDOT”, and the City of Olympia – Creative District, and hereinafter referred to as “Art District” collectively the “Parties” and individually the “Party.”

WHEREAS, the Art District seeks to promote and improve communities with state-certified creative districts within the state of Washington by installing signs along state highways, notifying the traveling public about these creative districts per RCW 43.46, and

WHEREAS, the Art District requested WSDOT’s assistance in manufacturing and installing the signs necessary for notification purposes, and

WHEREAS, WSDOT has expressed its willingness to assist Art District and has the required materials, equipment and expertise to perform the requested work,

NOW THEREFORE, pursuant to the above recitals that are incorporated as if included below, chapter 39.34 RCW, and in consideration of the terms, conditions, and performances contained herein, and attached Exhibits which are incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

It is the purpose of this Agreement to have WSDOT fabricate and install “Creative District” signs as specified in Exhibit “A” on various state highways.

2. STATEMENT OF WORK

The Parties agree Exhibit A details the WORK performed under the terms of this Agreement. Art District may assign work to WSDOT only as authorized by an agreed upon in the Exhibit which shall at minimum include sign type, sign location, and cost estimate, including WSDOT indirect costs.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence upon the date of execution whichever is later and terminate on November 30, 2022.

4. PAYMENT

Art District, in consideration of the faithful performance of the work done by WSDOT, agrees to reimburse WSDOT twenty five (25) % of the actual direct and related indirect costs incurred for the fabrication and installation of the signs. An invoice showing labor, equipment, and materials used and the costs for each will support each payment request. These payments are not to be more than one (1) per month. It is agreed that any partial payments will not constitute agreement as to the appropriateness of any item and that, at the time of final payment, all required adjustments will be made. WSDOT shall submit a final billing to Art District within six months or 120 calendar days following completion of the work involved.

Art District must provide a Statewide Payee Number, prior to execution of this Agreement.

SWV#: SWV000865.

5. DUPLICATION OF BILLED COSTS

WSDOT shall not bill Art District for services performed under this contract, and Art District shall not pay WSDOT, if WSDOT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, Art District may:

- Terminate this Agreement with thirty (30) days advance notice. If this Agreement is 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.
- Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables or,
- Pursue such other alternative as the Parties mutually agree to writing.

7. MAINTENANCE OF RECORDS

The Parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of all Parties, other personnel duly authorized by all Parties, the State Auditor's Office, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the contract, and the State Auditor's Office, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Parties, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Parties will not disclose or make available any confidential information to any third Parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties. However, the Parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

8. SITE SECURITY

While on Agency premises, each of the Parties, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

9. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Parties.

10. AMENDMENT

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

11. TERMINATION FOR CONVENIENCE

Either Party may terminate this Agreement upon 30 calendar days' prior written notification to the other Party. 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.

12. TERMINATION FOR CAUSE

If for any cause any Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if any Party violates any of these terms and conditions, the aggrieved Party will give the other written notice of such failure or violation. The responsible Party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved Party to the others.

13. HOLD HARMLESS

WSDOT and the Art District are part of the State of Washington and protected by the State's self-insurance liability program as provided by RCW 4.92.130. All Parties agree to be responsible for their own negligence and for that of their own officers, employees, and agents. No Party shall be responsible for the negligence of another Party to this Agreement.

14. AGREEMENT ALTERATIONS AND AMENDMENTS

WSDOT and the Art District may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the Parties.

15. DISPUTES

Consistent with RCW 43.17.320 through .340, the Parties shall make every effort to resolve disputes arising out of or relating to this Agreement through discussion and negotiation. In the event discussion and negotiation fail to resolve a dispute arising under this Agreement, it shall be determined by a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. All costs associated with the additional members will be equally split between the Parties. As an alternative to this process, either of the Parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

16. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

17. ASSURANCES

The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations, as they currently exist or as amended.

18. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Parties, which consent shall not be unreasonably withheld.

19. WAIVER

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any

default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the Parties.

20. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

22. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month, and year last written below.

CITY OF OLYMPIA

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

(Signature) (Date)

(Signature) (Date)

Steven J. Burney, City Manager

(Print Name) (Title)

(Print Name) (Title)

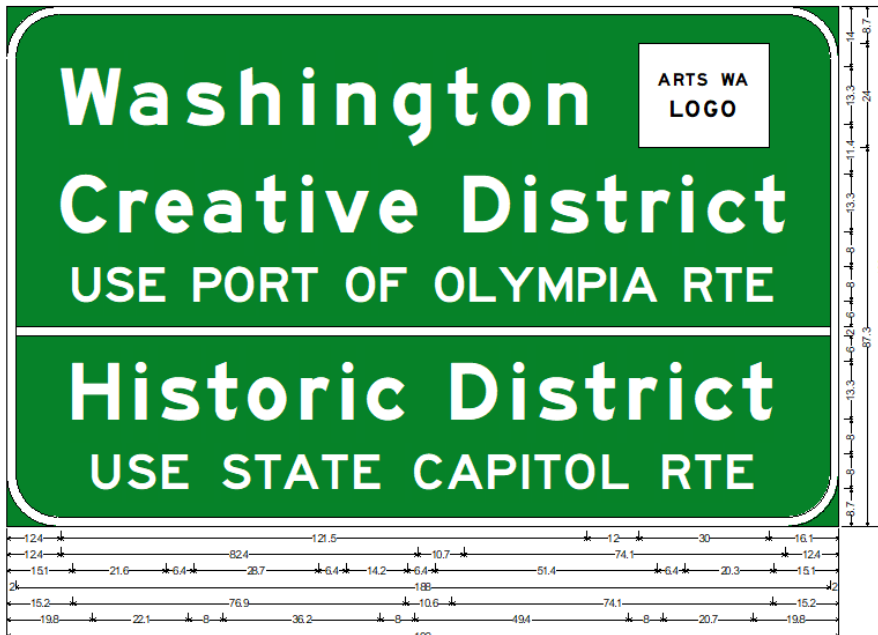
Approved as to Form:

Michael M. Young

Deputy City Attorney

Exhibit A

I-5 Northbound Milepost 105.08



I-5 NB MP 105.080
Job Number : Olympia Creative & Historic Dist.
State : WA
Sign # : 1
Sign Type : Guide
Legend Type : IV
Background Type : IV
Border Type : IV
Drawn by : R. Mawds
12.0' Radius, 2.0' Border, White on Green
"Washington", E Mod 2K
"Creative District", E Mod 2K 80% spacing; "USE PORT OF OLYMPIA RTE", E 2K 80% spacing; "Historic District", E Mod 2K 80% spacing; "USE STATE CAPITOL RTE", E 2K

I-5 Southbound Milepost 106.34



Remove existing sign and posts. Install new sign (below) on new steel posts.



I-5 SB MP 106.34;
 Job Number : Olympia Creative District & Historic Di
 Sign Type : Guide
 Legend Type : IV;
 Background Type : IV;
 Border Type : IV;
 Drawn by : R. Mowlds;
 12.0' Radius, 2.0' Border, White on Green;
 "Washington", E Mod 2K
 "Creative District", E Mod 2K 75% spacing; "EXIT 105B", E 2K; "Historic District", E Mod 2K 75% spacing; "EXIT 105A", E 2K

ESTIMATED - DIRECT & INDIRECT COSTS				
Washington - Olympia Creative District Signs		DATE:	4/26/2022	
	UNITS	UNIT PRICE	QUANTITY	AMOUNT
FABRICATION & SHIPPING				
1 - 16'X10' SIGN (I-5 Mainline – Milepost 105.08 Northbound)	Square Feet	\$20.00	160.0	\$3,200.00
1 - 16'X10' SIGN (I-5 Mainline – Milepost 106.31 Southbound)	Square Feet	\$20.00	160.0	\$3,200.00
			SUBTOTAL	\$6,400.00
MATERIALS				
W8X21 WIDE FLANGE SIGNPOSTS - 10 FT LENGTH	EACH	\$930.00	2.0	\$1,860.00
W8X21 WIDE FLANGE SIGNPOSTS - 7 FT LENGTH	EACH	\$705.00	1.0	\$705.00
W8X21 WIDE FLANGE SIGNPOSTS - 12.4 FT LENGTH	EACH	\$1,155.00	1.0	\$1,155.00
TRANSPO B-525 HINGE AND SLIP BASE KIT	EACH	\$770.00	2.0	\$1,540.00
Z BAR ALUMINUM 3"X3"X1/4"X25' LONG	EACH	\$215.00	2.0	\$430.00
WINDBEAM ALUMINUM 2.5"X3"X25' LONG	EACH	\$120.00	3.0	\$360.00
ALUMINUM SIGN POST ASSEMBLY CLIPS W/BOLT, NUT AND WASHER	EACH	\$3.00	20.0	\$60.00
SONO TUBE 30"X7"	EACH	\$120.00	2.0	\$240.00
REBAR CAGE FOR FOUNDATION 30"	EACH	\$500.00	2.0	\$1,000.00
CONCRETE TRUCK DELIVERY	EACH	\$600.00	1.0	\$600.00
CONCRETE PUMP TRUCK	EACH	\$700.00	1.0	\$700.00
			SUBTOTAL	\$8,650.00
INSTALLATION - LABOR				
MANTENANCE SPECIALIST 3	HOUR	\$51.48	25	\$1,287.00
MANTENANCE SPECIALIST 2	HOUR	\$47.50	25	\$1,187.50
HIGHWAY MAINTENANCE WORKER 3	HOUR	\$53.65	30	\$1,609.50
HIGHWAY MAINTENANCE WORKER 2	HOUR	\$48.43	60	\$2,905.80
			SUBTOTAL	\$6,989.80
EQUIPMENT				
TRUCK - 38K DIGGER DERRICK WITH SERVICE BODY	HOUR	\$19.49	40	\$779.60
SUPPORT TRUCK	HOUR	\$16.00	20	\$320.00
CREW CAB TRUCK W/ATTENUATOR - ROAD WARRIOR	HOUR	\$12.00	20	\$240.00
3/4 TON PICKUP	HOUR	\$4.54	20	\$90.80
			SUBTOTAL	\$1,430.40
TOTAL ESTIMATE (DIRECT COSTS)				\$23,470.20
INDIRECT COSTS (13.04% OF DIRECT COSTS)				\$3,105.11
TOTAL COSTS (DIRECT & INDIRECT)				\$26,575.31
OLYMPIA CREATIVE DISTRICT RESPONSIBILITY (25% OF TOTAL COSTS)				\$6,643.83