

AFTER RECORDING RETURN TO:

City of Shelton
City Clerk
525 West Cota Street
Shelton, WA 98584

**CITY OF SHELTON AND MASON TRANSIT AUTHORITY
INTERLOCAL AGREEMENT FOR:
CONSTRUCTION OF BUS PULLOUT AT RAILROAD AVENUE & PACIFIC
COURT**

This is an Interlocal Agreement (Agreement), dated this 15 day of March 2022, by and between the City of Shelton, a Washington municipal corporation ("City") and Mason Transit Authority, a Washington municipal corporation ("MTA"), collectively referred to as the "Parties". In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

RECITALS

WHEREAS: The City is constructing street, pavement, sidewalk, waterline, and storm drainage improvements associated with the City's Western Gateway Railroad Avenue Improvement project from 8th Street to Pacific Court; and

WHEREAS: MTA operates public transportation and bus service in the area subject to Railroad Avenue Project improvements, and has an interest in the design and construction of a bus pullout in the project area; and

WHEREAS: There are significant benefits for the City, MTA, and members of the public provided by the appropriate design and construction of the proposed bus pullout as a part of the City project; and

WHEREAS: The City and MTA have been working together to facilitate the design, construction, and funding of the bus pullout to serve the mutual interests of the City and MTA.

Now, therefore, in consideration of their mutual covenants, conditions, and consideration, it is agreed between the City and MTA as follows:

- I. **DESIGN AND DESIGN APPROVAL:** Design of the subject bus pullout has been completed, reviewed, and mutually agreed by the City and MTA, with associated depiction and plans attached hereto as **EXHIBIT A**.

2. **CONSTRUCTION:** The City shall construct the bus pullout, which includes storm improvements, paving, striping, curb and gutter, sidewalks, illumination, landscaping, and installation of the bus shelter.
3. **BUS SHELTER:** The bus shelter structure shall be provided by MTA, at no cost to the City, in a timely manner to enable the shelter to be erected in conjunction with other on-site improvements by the siteworks contractor.
4. **FUNDING:** MTA shall pay to the City the full cost of construction of the subject bus pullout (\$71,370.00) no later than December 2022. This shall be the full amount of the MTA payment to the City, based on the Engineer's construction cost estimate attached hereto as **Exhibit B**, regardless of actual bids for the work received by the City. MTA is responsible for any additional design or construction costs related to any changes to the plans, initiated or approved by MTA attached as **Exhibit A**.
5. **OWNERSHIP:** The improvements, including storm drainage, paving, striping, curb and gutter, sidewalks, illumination, and landscaping, shall be owned and maintained by the City. The bus shelter structure shall be owned and maintained by MTA.
6. There are no additional parties intended to be benefited under this agreement. There are no other agreements or representations, written or oral, concerning the subject matter of this agreement.
7. This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be in Mason County, Washington, unless otherwise mutually agreed in writing by the parties.
8. No amendments or variations of the terms and conditions of this Agreement shall be valid unless they are in writing and signed by all the parties thereto.
9. The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
10. None of the Parties shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each

party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.

11. This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality, or unenforceability, shall not affect any other term or provision of this Agreement, which shall remain in full force and affect.
12. **ADMINISTRATION OF AGREEMENT:** The City of Shelton Public Works Department will administer this Agreement for the City. The designated point of contact for the City is: Ken Gill, City Engineer; (360) 432-5144; ken.gill@sheltonwa.gov. The designated point of contact for MTA is: Amy Asher; (360) 432-5755; aasher@masontransit.org.
13. **DURATION OF AGREEMENT:** This Agreement shall take effect upon execution of the Agreement by both the City and MTA and shall remain in effect until all obligations established in this Agreement are completed by both Parties, and until the City's governing body grants Final Acceptance at the time of project completion.
14. **NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.
15. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** The City will protect, defend, indemnify, and save harmless MTA, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the performance of this Agreement by the City, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of MTA. MTA will protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of MTA, it's officers, employees, or agents.
16. **NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other party.
17. **NOTICES:** All notices and payments hereunder shall be sent or delivered to the following respective addresses:

City: Ken Gill, City Engineer, 525 West Cota St., Shelton, WA 98584

MTA: Amy Asher, 790 E. Johns Prairie Road, Shelton, WA 98584


or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business

day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

18. **AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have finance approval for payments specified herein.
19. **NON-DISCRIMINATION POLICY:** The City and MTA shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental and/or sensory disability, or any other status protected by law.
20. **FILING OR POSTING:** This document shall be filed pursuant to Chapter 39.34 RCW, or alternatively, listed by subject on either of the Party's websites.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written.

City of Shelton:

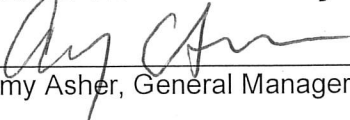


Jeff Niten, City Manager

5.6.22

Date

Mason Transit Authority:



Amy Asher, General Manager

3/15/2022

Date

EXHIBIT A: Design Plans

MASON COUNTY

WASHINGTON

CITY OF SHELTON



WESTERN GATEWAY PROJECT

SCHEDULE A - SIDEWALK IMPROVEMENTS

TIB PROJECT NO. P-W-194(P01)-1

SCHEDULE B - ROADWAY OVERLAY

TIB PROJECT NO. 3-W-194(004)-1

SCHEDULE C - WATER MAIN IMPROVEMENTS

SCHEDULE C SUPPORTED IN PART BY FEDERAL AWARD NO. SLFRP2616 BY U.S. DEPT. OF THE TREASURY

CITY OFFICIALS

ERIC ONISKO

Mayor, Seat Four

JAMES BOAD

Seat One

KATHY MCDOWELL

Seat Two

SHARON SCHIRMAN

Seat Three

DEIDRE PETERSON

Seat Five

JOE SCHMIT

Deputy Mayor, Seat Six

City Councilmembers

MIGUEL GUTIERREZ

Seat Seven

JAMES HARRIS, P.E.

Public Works Director

KEN GILL, P.E.

City Engineer

FEBRUARY 2022

G&O #18273.00



Gray & Osborne, Inc.

CONSULTING ENGINEERS



DATE	BY	CHECKED	APPROVED
FEB. 2022	WBF	RLS	DJM

CITY OF SHELTON
MASON COUNTY
WASHINGTON
WESTERN GATEWAY PROJECT
PLAN AND PROFILE - W RAILROAD AVE
STA 10+00 TO 14+25

SHEET: 21
OF: 58
JOB NO.: 1827000
DWG FILE: P1827000.PDF

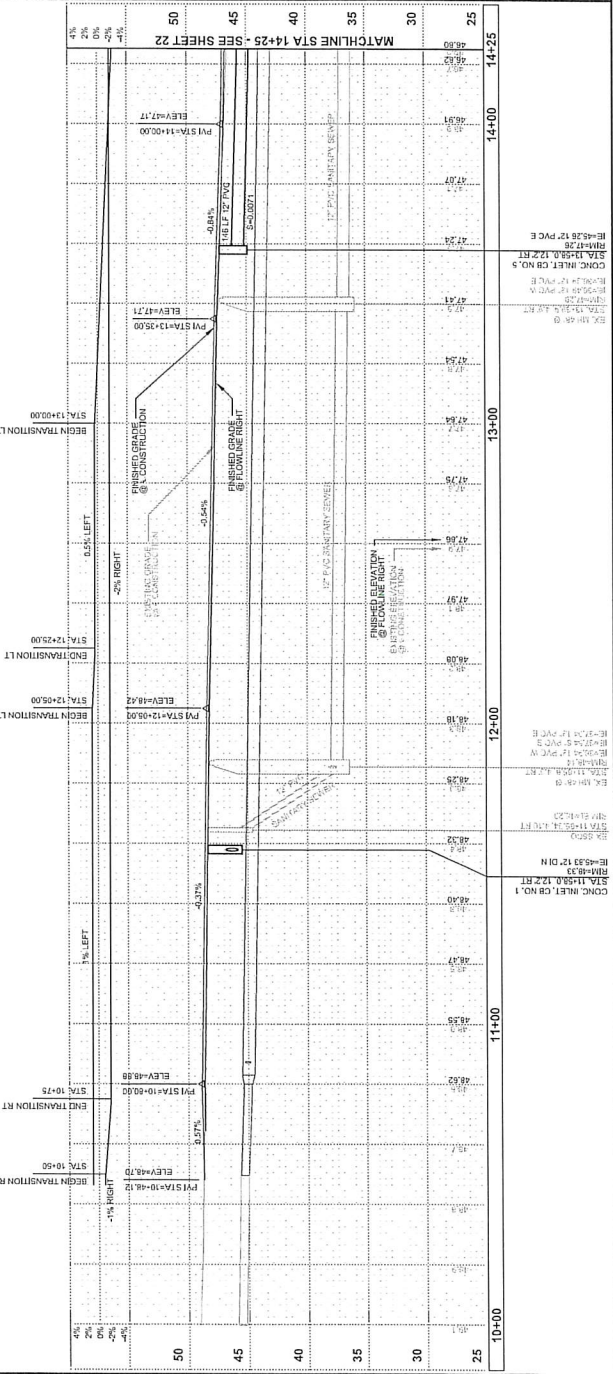
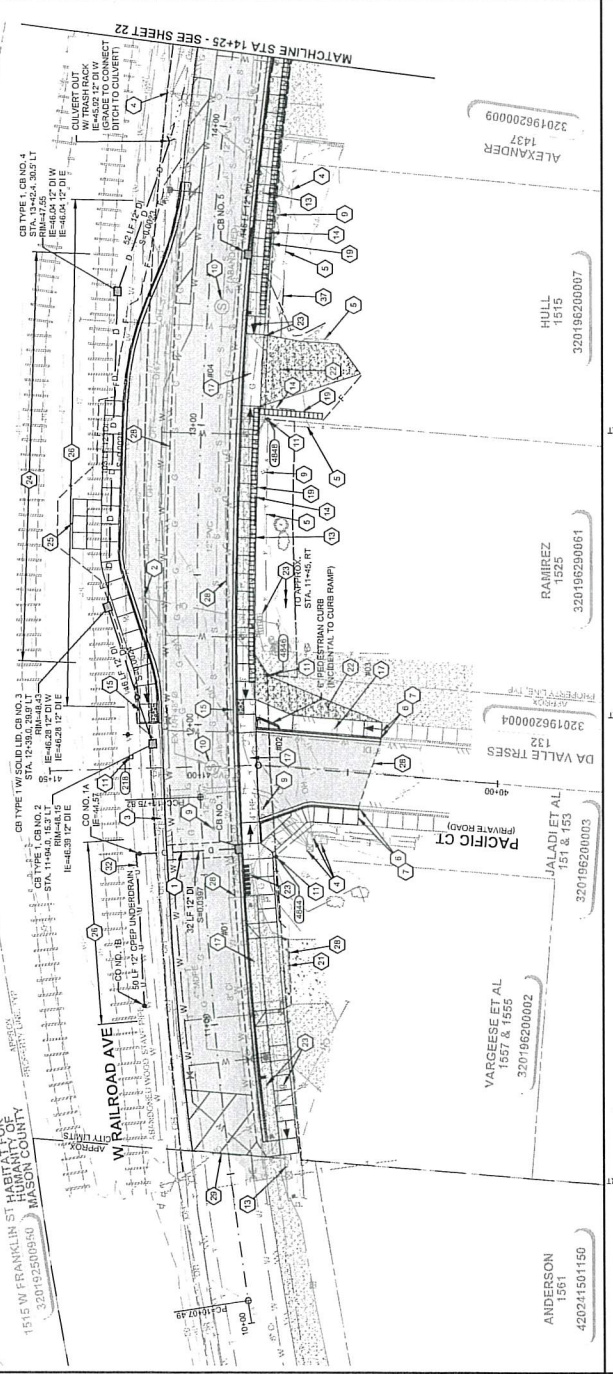
ROADWAY & STORM DRAINAGE NOTES

1. EXISTING UTILITY LOCATIONS SHALL BE VERIFIED BY CONTRACTOR. COORDINATE WITH UTILITY REPRESENTATIVE. SEE ORDER OF WORK WITH UTILITY REPRESENTATIVE.
2. EXISTING UTILITY VAULTS TO BE ADJUSTED TO GRADE BY OTHERS. COORDINATE WITH UTILITY REPRESENTATIVE.
3. PROTECT EXISTING UTILITY VAULTS, PRECASTAL VAULT DURING CONSTRUCTION. SEE GENERAL NOTE TO SHEET 2.
4. PROTECT EXISTING CURB, SIDEWALK, STORM CHANNEL, FENCE, MAIL BOX.
5. PROTECT EXISTING CURB, SIDEWALK, STORM CHANNEL, FENCE, MAIL BOX.
6. PROTECT EXISTING CURB, SIDEWALK, STORM CHANNEL, FENCE, MAIL BOX.
7. REMOVE AND WASTEHAUL EXISTING CURB, GUTTER, SIDEWALK, ASPHALT PER CONTRACTOR. THIS WORK IS TO BE INCLUDED IN REMOVAL OF STRUCTURE AND CONSTRUCTION.
8. ADJUST EXISTING CATCH BASIN TO GRADE PER DETAIL SHEET 29.
9. ADJUST EXISTING SEWER MANHOLE TO GRADE PER DETAIL SHEET 29.
10. ADJUST EXISTING SEWER MANHOLE TO GRADE PER DETAIL SHEET 29.
11. PROTECT SURVEY MARKER DURING CONSTRUCTION.
12. EXISTING GAS VALVE BOX TO BE ADJUSTED TO GRADE BY OTHERS.
13. EXISTING GAS PIPELINE MARKER TO BE RELOCATED BY OTHERS.
14. CONTRACTOR SHALL FURNISH AND INSTALL FENCE PER DETAIL SHEET 35.
15. CONTRACTOR SHALL FURNISH AND INSTALL FENCE PER DETAIL SHEET 35.
16. INSTALL RECTANGULAR SOLID I.D. UDS IN SIDEWALKS SHALL BE SUP RESISTANT. CONTRACTOR SHALL FURNISH AND INSTALL GEBENT CONCRETE DRIVEWAY PER DETAIL ON SHEET 32.
17. ADJUST MONUMENT CASE AND COVER TO GRADE PER DETAIL 1+15 ON SHEET 33.
18. ADJUST MONUMENT CASE AND COVER TO GRADE PER DETAIL 1+15 ON SHEET 33.
19. CONSTRUCT ASPHALT DRIVEWAY REPAIR PER DETAIL SHEET 32.
20. CONSTRUCT CONCRETE DRIVEWAY REPAIR PER DETAIL SHEET 32.
21. CONSTRUCT CRUSHED ROCK DRIVEWAY REPAIR PER DETAIL SHEET 32.
22. REMOVE AND RELOCATE EXISTING MAILBOXES PER DETAIL SHEET 35.
23. REMOVE AND RELOCATE EXISTING MAILBOXES PER DETAIL SHEET 35.
24. RAILROAD TRACKS AND TIES TO BE REMOVED BY CONTRACTING AGENCY. PRIOR TO CONSTRUCTION.
25. CONSTRUCT BUS SHELTER PAD (16' x 4.5' x 6" THICK PER DETAIL ON SHEET 34). CONTRACTOR SHALL INSTALL PRE-ASSEMBLED BUS SHELTER PROVIDED BY THE CONTRACTING AGENCY. EXISTING STORM DRAINAGE STRUCTURES (PIPE, FRAME AND SOLID I.D. PER DETAIL SHEET 29). REMOVE AND WASTEHAUL EXISTING FRAME AND SOLID I.D. INSTALL NEW FRAME AND SOLID I.D. PER DETAIL SHEET 29.
26. REMOVE AND WASTEHAUL EXISTING FRAME AND SOLID I.D. INSTALL NEW FRAME AND SOLID I.D. PER DETAIL SHEET 29.
27. REMOVE AND WASTEHAUL EXISTING FRAME AND SOLID I.D. INSTALL NEW FRAME AND SOLID I.D. PER DETAIL SHEET 29.
28. SAWCUT EXISTING PAVEMENT AND SEAL JOINT (WHERE APPLICABLE) THEN APPLY CONTRACTOR TRANSITION TAPER PER DETAIL ON SHEET 33.
29. CONNECT NEW STORM PIPE TO EXISTING CATCH BASIN PER DETAIL ON SHEET 30. CORE DRILL FL KNUCK OUT IS NOT PRESENT.
30. CONSTRUCT TRAFFIC CURB PER DETAIL 1+40 ON SHEET 34.
31. CONSTRUCT TRAFFIC CURB PER DETAIL 1+40 ON SHEET 34.
32. CONSTRUCT IMPERVIOUS TRENCH PER DETAIL 2 ON SHEET 30.
33. CONSTRUCT IMPERVIOUS TRENCH PER DETAIL 2 ON SHEET 30.
34. ABANDON EXISTING MANHOLE PER VDOT STANDARD SPECIFICATIONS SECTION 207.03. ALL GAS LINES AND FILL WITH SAND IF EXISTING STRUCTURE IS NOT ABANDONED.
35. CONNECT EXISTING STORM PIPE TO EXISTING STORM PIPE.
36. CONNECT EXISTING STORM PIPE TO NEW CATCH BASIN PER DETAIL ON SHEET 30.
37. REMOVE AND RELOCATE EXISTING FENCE. COORDINATE WITH PROPERTY OWNER.
38. ADJUST EXISTING JUNCTION BOX TO GRADE.

RIGHT-OF-WAY DISCLAIMER
THE RIGHT-OF-WAY AND PROPERTY LINES SHOWN ARE BASED ON THE INFORMATION NOT ON A SURVEYED LOCATION AND ARE NOT GUARANTEED.

BURIED UTILITIES IN AREA
CALL BEFORE YOU DIG
EXISTING UTILITIES SHOWN ARE FROM THE GUARANTEE BY MAAS AT THE LAST SET. THE LOCATION OR DEPTH IS NOT GUARANTEED.

TWO INCHES AT FULL SCALE IF NOT SCALE ACCORDINGLY



STATION	ELEVATION	GRADE
10+00	48.70	-4.37%
10+10	48.70	-4.37%
10+20	48.70	-4.37%
10+30	48.70	-4.37%
10+40	48.70	-4.37%
10+50	48.70	-4.37%
10+60	48.70	-4.37%
10+70	48.70	-4.37%
10+80	48.70	-4.37%
10+90	48.70	-4.37%
11+00	48.70	-4.37%
11+10	48.70	-4.37%
11+20	48.70	-4.37%
11+30	48.70	-4.37%
11+40	48.70	-4.37%
11+50	48.70	-4.37%
11+60	48.70	-4.37%
11+70	48.70	-4.37%
11+80	48.70	-4.37%
11+90	48.70	-4.37%
12+00	48.70	-4.37%
12+10	48.70	-4.37%
12+20	48.70	-4.37%
12+30	48.70	-4.37%
12+40	48.70	-4.37%
12+50	48.70	-4.37%
12+60	48.70	-4.37%
12+70	48.70	-4.37%
12+80	48.70	-4.37%
12+90	48.70	-4.37%
13+00	48.70	-4.37%
13+10	48.70	-4.37%
13+20	48.70	-4.37%
13+30	48.70	-4.37%
13+40	48.70	-4.37%
13+50	48.70	-4.37%
13+60	48.70	-4.37%
13+70	48.70	-4.37%
13+80	48.70	-4.37%
13+90	48.70	-4.37%
14+00	48.70	-4.37%
14+10	48.70	-4.37%
14+20	48.70	-4.37%
14+25	48.70	-4.37%

EXHIBIT B: Engineers Construction Cost Estimate

CITY OF SHELTON
 WESTERN GATEWAY PROJECT
 BUS PULL-OUT AREA
 ENGINEER'S COST ESTIMATE
 CITY OF SHELTON
 Updated 2-10-2022

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT
1	Project Temporary Traffic Control (S.P. 1-10.5)	1 LS	\$ 7,000.00	\$ 7,000.00
2	Clearing and Grubbing (S.P. 2-01.5)	1 LS	\$ 2,000.00	\$ 2,000.00
3	Ex, Backfill, Compact & Grading Roadway, Incl. Haul (S.P. 2-03.5)	30 CY	\$ 45.00	\$ 1,350.00
4	Crushed Surfacing Base Course (S.P. 4-04.5)	55 TN	\$ 30.00	\$ 1,650.00
5	Crushed Surfacing Top Course (S.P. 4-04.5)	30 TN	\$ 30.00	\$ 900.00
6	HMA Cl. 1/2 Inch PG58H-22 for Pavement Repair (S.P. 5-04.5)	50 TN	\$ 100.00	\$ 5,000.00
7	Ductile Iron Storm Sewer Pipe, 12 In. Diam (Incl. Bedding) (S.P. 7-04.5)	200 LF	\$ 50.00	\$ 10,000.00
8	Catch Basin, Type 1 (S.P. 7-05.5)	3 EA	\$ 1,700.00	\$ 5,100.00
9	Bank Run Gravel for Trench Backfill (S.P. 7-08.5)	20 TN	\$ 35.00	\$ 700.00
10	Erosion and Water Pollution Control (S.P. 8-01.5)	1 LS	\$ 500.00	\$ 500.00
11	Cement Concrete Traffic Curb and Gutter (S.P. 8-04.5)	185 LF	\$ 80.00	\$ 14,800.00
12	Concrete Bus Shelter Pad (S.P. 8-14.5)	10 SY	\$ 80.00	\$ 800.00
13	Cement Concrete Sidewalk (S.P. 8-14.5)	60 SY	\$ 60.00	\$ 3,600.00
14	Install Bus Shelter (S.P. 8-12.5)	1 LS	\$ 1,500.00	\$ 1,500.00
Subtotal:				\$54,900.00
Sales Tax @ 0.0% (W.S. Rev. Rule 171):				\$0.00
ENGINEER'S CONSTRUCTION COST ESTIMATE				\$54,900.00
DESIGN ENGINEERING				\$8,235.00
CONSTRUCTION MANAGEMENT				\$8,235.00
TOTAL ESTIMATED COST				\$71,370.00

Note: This estimate does not include costs of relocation of the utility pole and guy wire by the utility company and removal of the railroad tracks by the City.

Calculated By: Ken Gill, P.E.