# COMMERCE STREET SIGN INSTALLATION AGREEMENT BETWEEN PIERCE TRANSIT AND THE CITY OF TACOMA

## 1. Date and Parties.

This agreement, for reference purposes only, is dated the 12th day of March, 2019 ("Agreement Date"), and is entered into between the Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit"), and the City of Tacoma ("Tacoma").

#### 2. Recitals.

- 2.1 As part of Pierce Transit's Real Time Signage project, Pierce Transit will install Real Time Information signs at two bus zones on Commerce Street, one on each side which will be mounted directly to the tiles on the east side of Commerce. New conduit will be installed in order to tie into the existing circuit on the 3<sup>rd</sup> floor of the garage. The location and work to be performed are identified in the plan sheets attached hereto as Exhibit A.
- 2.2 It will be to the mutual benefit of Pierce Transit and Tacoma, for Tacoma to allow Pierce Transit to install the signs and tie into the existing circuit, and for Tacoma to allow Pierce Transit to own, operate, repair and maintain all of the signs once the project is complete.

Now, therefore it is hereby agreed as follows:

- 3. <u>Right of Entry.</u> Subject to Pierce Transit obtaining all required permits, Tacoma hereby grants Pierce Transit, its agents and contractors, a right of entry upon the specific Tacoma real property necessary for the installation of signs as described in Exhibit A which is attached and incorporated hereto and Section 6.1 of this agreement.
- 4. <u>Use of Tacoma Real Property</u>. Pursuant to all applicable regulatory requirements, Pierce Transit shall have the right and privilege to install, operate, maintain, repair and replace signs that are within Tacoma's real property in relation to Exhibit A and Section 6.1 of this agreement. There shall be no fixed term associated with the right and privilege granted under this section, however, this right of use may be terminated by Tacoma if the intended signage otherwise impacts or is not compatible with current or any future use of Tacoma's real property.
- 5. Right of Remediation and Removal. In the event of Pierce Transit's non-compliance with this contract, Tacoma shall have the right and privilege to maintain, repair and remove the signs that are within Tacoma's real property. There shall be no fixed term associated with the right and privilege granted under this section, however, this right of use may be terminated by Tacoma if the intended signage otherwise impacts or is not compatible with current or any future use of Tacoma's real property. Tacoma will give Pierce Transit thirty (30) days' advance written notice of intent to maintain, repair or remove the signs that are within Tacoma's real property so as to give Pierce Transit the opportunity to come into compliance with this contract or to conduct the maintenance, repair or removal itself.

# 6. Right for Tacoma to Recoup Cost for Utilities.

6.1 Pierce Transit agrees to compensate Tacoma at a rate of \$100 per year for each sign that is installed. This fee shall apply to each sign that is installed. The signs will have the following characteristics:

	Midas Stile 32"	Midas Stile 46"					
Power Consumption	170 W (Max.)	230 W (Max.)					
Power Input	110-240 VAC, 50/60Hz of input voltage	110-240 VAC, 50/60Hz of input voltage					

- 6.2 Pierce Transit agrees that the Recoup Cost for Utilities may be adjusted annually in accordance with any adjustments to Tacoma Public Utility's rates, not to exceed 5% per annum.
- 6.3 Pierce Transit agrees it will not install signs other than what is specified in Exhibit A or 6.1 of this contract without written authorization from Tacoma.

### 7. Indemnification.

- 7.1 Pierce Transit agrees to indemnify and hold Tacoma, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Pierce Transit, its employees, agents, and volunteers in relation to this Agreement or by Pierce Transit's breach of this Agreement.
- 7.2 Tacoma agrees to indemnify and hold Pierce Transit, its employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Tacoma, its elected officials, officers, employees, agents, and volunteers in relation to this Agreement or by Tacoma's breach of this Agreement.
- 7.3 In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

- 7.4 FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.
- 7.5 Pierce Transit agrees that it will maintain appropriate levels of self-insurance, or risk pool membership, for the duration of this Agreement with coverage for all obligations undertaken in this Agreement, and workers compensation insurance as required by State law.
- 7.6 A copy of this AGREEMENT shall be recorded in the Office of the Pierce County Auditor as provided by law, or shall be posted to each Parties' web site.

PIERCE TRANSIT AUTHORITY

Susan Dreier

Chief Executive Officer

CITY OF TACOMA

By: ////
Kurtis Kingsolver

Director, Public Works

Approved as to form:

Deputy City Attorney

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GENERAL PROJ. DESCR., LOCATIONS, PROJECT DIRECTORY

MANE 190% CD DATE 11-25-2018

3101 96TH ST. SW LAKEWOOD, WA 98499-4431

INFORMATION SIGNAGE PT-21-18 PIERCE TRANSIT REAL TIME BUS

SITE AND BUILDING INFORMATION

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REAL TIME BUS INFORMATION SIGNAGE

**EXHIBIT A** 

PIERCE TRANSIT PT-21-18

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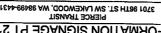








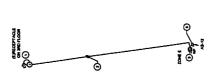


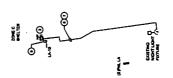






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PIERCE TRANSIT REAL TIME BUS INFORMATION SIGNAGE PT 21-18
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