

**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. Right of Entry. 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. Use of Tacoma Real Property. 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:

	<b>Midas Stile 32''</b>	<b>Midas Stile 46''</b>
<b>Power Consumption</b>	170 W (Max.)	230 W (Max.)
<b>Power Input</b>	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.

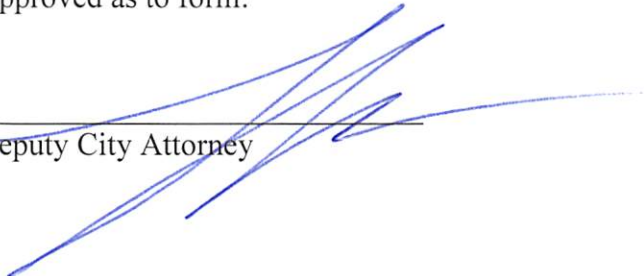
PIERCE TRANSIT AUTHORITY

By:   
Susan Dreier  
Chief Executive Officer

CITY OF TACOMA

By:   
Kurtis Kingsolver  
Director, Public Works

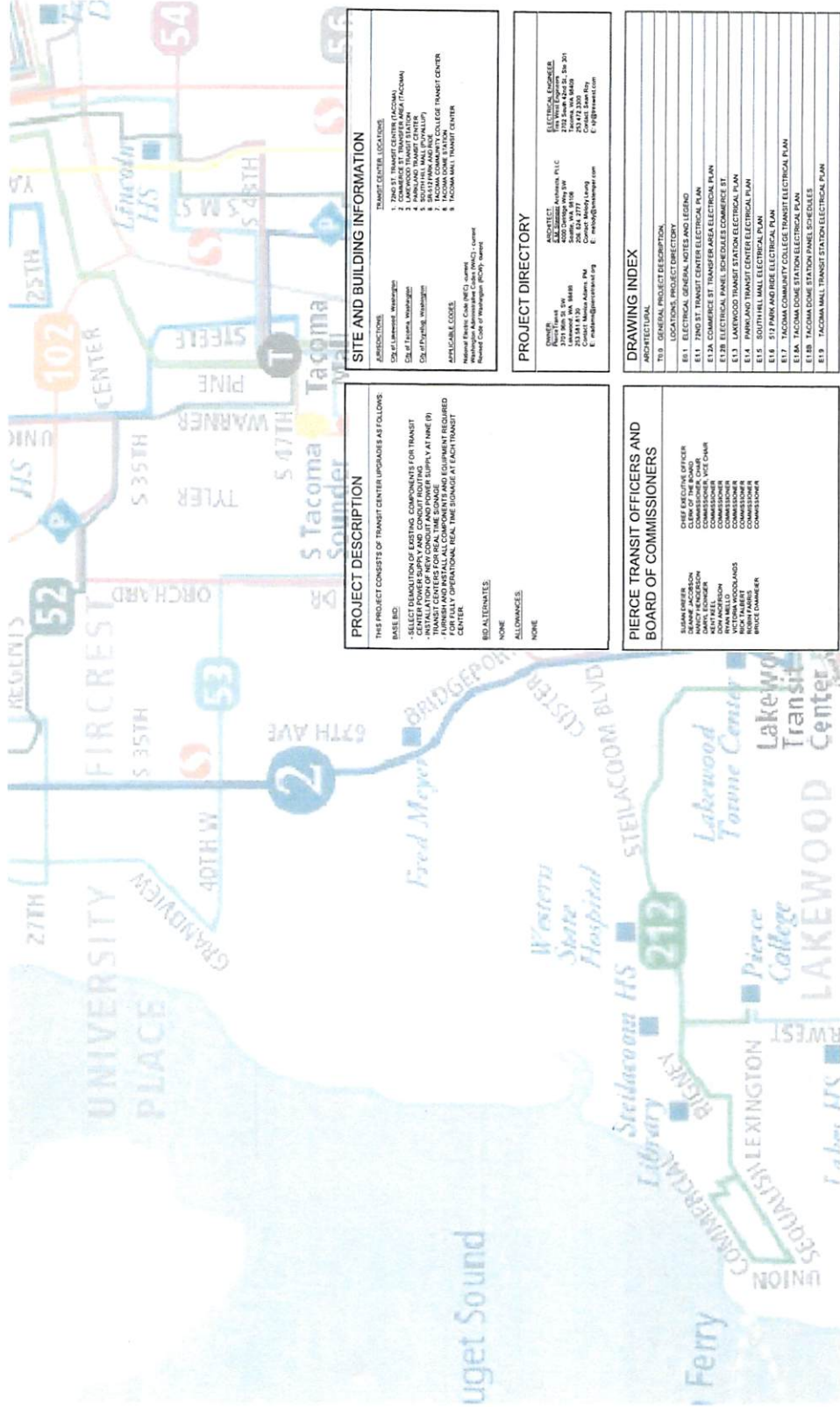
Approved as to form:

  
Deputy City Attorney

# EXHIBIT A



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



**PROJECT DESCRIPTION**

THIS PROJECT CONSISTS OF TRANSIT CENTER UPGRADES AS FOLLOWS:

- BASE BID
- SELECT LOCATION OF EXISTING COMPONENTS FOR TRANSIT CENTER POWER SUPPLY AND CONDUIT ROUTING
- TRANSIT CENTER POWER SUPPLY AT NINE (9) TRANSIT CENTERS FOR REAL TIME SIGNAGE
- TRANSIT CENTERS FOR REAL TIME SIGNAGE
- FURNISH AND INSTALL ALL COMPONENTS AND EQUIPMENT REQUIRED FOR OPERATION, INCLUDING THE SIGNAGE AT EACH TRANSIT CENTER.

BID ALTERNATES:  
NONE

ALLOWANCES:  
NONE

**SITE AND BUILDING INFORMATION**

**ADDITIONS:**

- 1. 2ND ST. TRANSIT CENTER (TACOMA)
- 2. LAKWOOD TRANSIT CENTER (TACOMA)
- 3. COMMERCIAL TRANSIT CENTER (TACOMA)
- 4. SOUTHWEST TACOMA TRANSIT CENTER (TACOMA)
- 5. SOUTHWEST TACOMA TRANSIT CENTER (TACOMA)
- 6. SOUTHWEST TACOMA TRANSIT CENTER (TACOMA)
- 7. SOUTHWEST TACOMA TRANSIT CENTER (TACOMA)
- 8. TACOMA DOME STATION (TACOMA)
- 9. TACOMA MALL TRANSIT CENTER (TACOMA)

**ARCHITECT:**  
S.M. STEMPER ARCHITECTS  
1001 10th St  
Tacoma, WA 98402  
Contact: Maura Adams, PM  
E: maad@stempers.com

**ELECTRICAL ENGINEERS:**  
ELECTRICAL ENGINEERS  
1001 10th St  
Tacoma, WA 98402  
Contact: Mike Ray  
E: mray@stempers.com

**PIERCE TRANSIT OFFICERS AND BOARD OF COMMISSIONERS**

SUZAN PRINER  
 CHIEF EXECUTIVE OFFICER  
 MARY KENDERSON  
 COMMISSIONER  
 KEVIN HALL  
 COMMISSIONER  
 RYAN WELLS  
 COMMISSIONER  
 MICHAEL LANGS  
 COMMISSIONER  
 BRUCE CAMBERA  
 COMMISSIONER

**PROJECT DIRECTORY**

**OWNER:**  
PIERCE TRANSIT  
1001 10th St  
Tacoma, WA 98402  
Contact: Maura Adams, PM  
E: maad@stempers.com

**ARCHITECT:**  
S.M. STEMPER ARCHITECTS  
1001 10th St  
Tacoma, WA 98402  
Contact: Maura Adams, PM  
E: maad@stempers.com

**ELECTRICAL ENGINEERS:**  
ELECTRICAL ENGINEERS  
1001 10th St  
Tacoma, WA 98402  
Contact: Mike Ray  
E: mray@stempers.com

**DRAWING INDEX**

T10 - GENERAL PROJECT DESCRIPTION

E11 - ELECTRICAL GENERAL NOTES AND LEGEND  
 E12 - 2ND ST. TRANSIT CENTER ELECTRICAL PLAN  
 E13A - COMMERCIAL TRANSIT CENTER ELECTRICAL PLAN  
 E13B - ELECTRICAL PANEL SCHEDULES COMMERCIAL ST  
 E13C - LAKWOOD TRANSIT STATION ELECTRICAL PLAN  
 E14 - SOUTHWEST TACOMA TRANSIT CENTER ELECTRICAL PLAN  
 E15 - SOUTHWEST TACOMA TRANSIT CENTER ELECTRICAL PLAN  
 E16 - 517 PARK AND RIDE ELECTRICAL PLAN  
 E17 - TACOMA COMMUNITY COLLEGE TRANSIT ELECTRICAL PLAN  
 E18A - TACOMA DOME STATION ELECTRICAL PLAN  
 E18B - TACOMA DOME STATION PANEL SCHEDULES  
 E19 - TACOMA MALL TRANSIT STATION ELECTRICAL PLAN



PIERCE TRANSIT REAL TIME BUS  
INFORMATION SIGNAGE PT-21-18  
PIERCE TRANSIT  
3701 96TH ST, SW LAKEWOOD, WA 98499-4431

TITLE: T10-10  
 DATE: 11-29-18  
 CHECKED:  
 DRAWN:  
 GENERAL PROJECT DESCRIPTION  
 PROJECT DIRECTORY  
 T.O. GENERAL PROJECT DESCRIPTION  
 E11 - ELECTRICAL GENERAL NOTES AND LEGEND  
 E12 - 2ND ST. TRANSIT CENTER ELECTRICAL PLAN  
 E13A - COMMERCIAL TRANSIT CENTER ELECTRICAL PLAN  
 E13B - ELECTRICAL PANEL SCHEDULES COMMERCIAL ST  
 E13C - LAKWOOD TRANSIT STATION ELECTRICAL PLAN  
 E14 - SOUTHWEST TACOMA TRANSIT CENTER ELECTRICAL PLAN  
 E15 - SOUTHWEST TACOMA TRANSIT CENTER ELECTRICAL PLAN  
 E16 - 517 PARK AND RIDE ELECTRICAL PLAN  
 E17 - TACOMA COMMUNITY COLLEGE TRANSIT ELECTRICAL PLAN  
 E18A - TACOMA DOME STATION ELECTRICAL PLAN  
 E18B - TACOMA DOME STATION PANEL SCHEDULES  
 E19 - TACOMA MALL TRANSIT STATION ELECTRICAL PLAN  
 T.O.0  
 SMSA 1811.3



