

**AGREEMENT BETWEEN THE CITY OF SNOQUALMIE AND THE NORTHWEST
RAILWAY MUSEUM**

This Agreement is entered into this _____ day of _____, 2025, between the City of Snoqualmie, a municipal corporation of the State of Washington, hereinafter “the City”, and the Northwest Railway Museum, a Washington not for profit corporation, hereinafter “the Museum”, collectively referred to as “the parties”.

I. RECITALS

1. The City has been selected to receive funding through the federal Railway-Highway Crossings (Section 130) Program for a project known as the King Street, Snoqualmie Parkway Crossing Improvements (the “Project”). The Project will widen the King Street two-track railroad crossing to add a sidewalk, replace asphalt crossing surface with concrete, widen sidewalks on each end of the Snoqualmie Parkway railroad crossing, make improvements to flashing lights and train detection systems, relocate signals, and install new gates and various flashing lights and warning devices.
2. Funding for the Project is to be administered by the Washington State Department of Transportation (WSDOT).
3. To date, WSDOT has authorized federal funding in the amount of \$80,000 for the Preliminary Engineering phase of the Project.
4. WSDOT and the City have entered into a Local Agency Agreement (LAA) regarding administration of the Preliminary Engineering phase of the Project.
5. The Museum owns the railroad track upon which it operates a rail line, which crosses at the crossings that are the subject of the Project.
6. The Museum has knowledge and expertise in operation and construction of railroad crossings, and the City desires to have the Museum manage the Preliminary Engineering phase of the Project as described in this Agreement and reimburse the Museum for the costs of such work, in accordance with applicable federal and state funding requirements for the Project.
7. This Agreement is made upon the foregoing recitals, and in consideration of the mutual promises set forth herein.

II. AGREEMENT

1. The Project is more fully described in a May 5, 2023 letter from WSDOT to the City, including a Project Summary, which letter is attached and incorporated herein as Exhibit A. The work to be performed by the Museum under this Agreement is in support of the Project, and with the intention that such work will lead to subsequent phases, including construction, to accomplish the Project, provided that the City receives construction phase funding for the Project.

2. This Agreement covers only the Preliminary Engineering phase of the Project. Any additional work to be performed by the Museum regarding the Project must be agreed to by the parties in writing and the subject of a separate agreement or amendment to this Agreement.
3. The work described in this section and as more fully described in this Agreement (“Scope of Work”) shall be performed by the Museum and/or its consultants and contractors.
 - A. The total cost of the Scope of Work shall not exceed a total of \$64,000, as detailed below (individual tasks may be more or less than the below estimates, so long as the total for all tasks does not exceed \$64,000):

<u>Task</u>	<u>Estimated Cost</u>
Site survey for King Street and Snoqualmie Parkway	\$9,000
Design and specifications for track and crossing	\$36,000
Ecologist (NEPA support)	\$4,000
Museum coordination	\$5,000
Sidewalk design	\$10,000

- B. Within thirty (30) days of the Effective Date of this Agreement, the Museum shall provide a written document describing in greater detail the above Scope of Work to be performed, for the City’s review and approval, including tasks, milestones, deliverables, and due dates. The Museum shall perform the Scope of Work approved by the City and as required by this Agreement, provided that it shall not commence such performance until it receives written notice of approval from the City and reimbursement under this Agreement is limited to those costs incurred after the date of such written notification.
4. The Museum will provide all work, labor, materials, and services necessary to perform the Scope of Work.
5. The Museum is fully responsible for the selection, hiring, oversight, and performance of its consultants and/or contractors who perform work under and related to this Agreement. The Museum is responsible to the City if the Museum’s consultants and/or contractors fail to comply with any term or condition of this Agreement, and in no instance shall the City be liable for any claims or damages arising from the performance of the Museum’s consultants and/or contractors.
6. The Scope of Work shall be fully completed by September 30, 2025. If the Museum encounters or anticipates any unforeseen circumstances that may result in a delay in completing the Scope of Work by such date, it shall immediately or within 24 hours notify the City in writing. In addition, the Museum shall bear the sole responsibility for any additional expenses associated with any such delay.

7. The Scope of Work performed by the Museum, including work performed by its consultants, contractors, or subcontractors shall be done in compliance with the following:
 - A. Approved Project Summary, May 5, 2023 letter from WSDOT to the City, attached as Exhibit A.
 - B. Approved FHWA Fund Authorization, June 13, 2024 letter from WSDOT, attached as Exhibit B.
 - C. WSDOT Local Agency Guidelines (LAG) manual. <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/local-agency-guidelines-lag>
 - D. Federal Railway-Highway Crossings (Section 130) Program requirements, see <https://highways.dot.gov/safety/hcip/xings/railway-highway-crossing-program-overview>.
 - E. Railway-Highway Crossings Program (Section 130) Application for Funding, submitted by the City for the Project, and dated August 25, 2022, attached as Exhibit C.
 - F. Compliance with all applicable wage, hour, safety, and health laws. The Museum shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.
 - G. All applicable federal, state, and local laws and regulations.
8. The City agrees to participate in review and discussions regarding the Museum's performance of the Scope of Work, provided that in doing so, the City is not responsible for completion of the Scope of Work under this Agreement.
9. The City shall reimburse the Museum for work satisfactorily performed to complete the Scope of Work as described in Section 3 of this Agreement, including the more detailed statement referenced in Section 3(A) and 3(B) of this Agreement. The Museum shall submit monthly progress reports and billings in compliance with Section 7.
10. The parties shall use their best efforts to resolve any issues arising from unforeseen circumstances regarding the Scope of Work under this Agreement.
11. Excluding the Scope of Work, this Agreement, including exhibits incorporated herein and other documents referenced in Section 7 above, constitutes the entire agreement of the parties with respect to the subject matter herein. No other understandings, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or modify this Agreement in any way.
12. Indemnification. Each party shall indemnify, defend, and hold harmless the other party (including that party's employees, officers, elected officials, and agents) from and against any and all liability, costs, claims, and/or judgments, including attorney's fees, incurred by the other party for injury or death to persons or damage to property, arising out of or in any way resulting from work to be performed or performed pursuant to this Agreement, provided that neither party shall be required to indemnify, defend, or hold harmless the

other party if the claim, suit, liability, or action for injuries, death or damages is caused by the sole negligence of the other party. In the event that a claim, suit, liability, or action for injuries, death, or damages is determined by a court of competent jurisdiction to be the result of the concurrent negligence or fault of the parties, then each party's duty of indemnification shall be limited to the extent of its own proportionate fault. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance.

- A. **Insurance Term.** The Museum shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Museum's work through the term of the Agreement, unless otherwise indicated herein.
- B. **No Limitation.** The Museum's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Museum to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. **Minimum Scope of Insurance.** The Museum's required insurance shall be of the types and coverage as stated below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Museum's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
 - iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- D. Minimum Amounts of Insurance. The Museum shall maintain the following insurance limits:
- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- E. City Full Availability of Museum's Limits. If the Museum maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Museum, irrespective of whether such limits maintained by the Museum are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Museum.
- F. Other Insurance Provision. The Museum's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Museum's insurance and shall not contribute with it.
- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- H. Verification of Coverage. The Museum shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Museum before commencement of the work. Upon request by the City, the Museum shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- I. Subcontractors' Insurance.
- i. The Museum shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Museum-provided insurance as set forth herein, except the Museum shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Museum shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

- ii. Additionally, the Museum’s subcontractors shall obtain and maintain throughout the course of any work they perform for the Museum in fulfillment of the Scope of Work under this Agreement, Professional Liability insurance appropriate to the subcontractor’s profession, which insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit
 - J. Notice of Cancellation. The Museum shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
 - K. Failure to Maintain Insurance. Failure on the part of the Museum to maintain the insurance as required shall constitute a material breach of contract.
14. Termination of Contract. City may terminate this Agreement in the event of a material breach of this Agreement or in the event of a pause, termination, or change of grant funding. Termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, “material breach” is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation. “Pause, termination, or change of grant funding” means any action by a government agency that impacts the availability of or timely flow of grant funds, including but not limited to, Presidential or Federal Executive Orders. Upon receipt of the Notice, the Museum shall acknowledge receipt to the City in writing and immediately commence to end the Scope of Work in a reasonable and orderly manner. The Notice may be sent by any method reasonably believed to provide the Museum actual notice in a timely manner or pursuant to section 22 Notices.
15. Audits and Inspections. The Museum shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Museum’s records and documents with respect to all matters covered by this Agreement. This includes but is not limited to audit, inspection of, and copying of records or documents needed for grant reimbursement.
16. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Scope of Work.
17. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
18. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

19. Modification of Agreement. No modification or amendment to this Agreement shall be valid unless it is made in writing and signed by personnel authorized to bind each party.
20. Duration. This Agreement shall remain in effect until October 31, 2025, unless earlier terminated as provided in this Agreement. The City may terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to the Museum.
21. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.
22. Notices.

Notices to the City of Snoqualmie shall be sent to the following:

City of Snoqualmie
Attn: Jeff Hamlin, Public Works Director
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065
Email Jhamlin@snoqualmiewa.gov
Phone (425) 888-8023

Notices to the Museum shall be sent to the following:

Name Richard R. Anderson, Executive Director
Address 9312 Stone Quarry Rd, Snoqualmie, WA 98065
Email Richard@TrainMuseum.org
Phone (425) 888-3030 x 7201

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

**CITY OF SNOQUALMIE,
WASHINGTON**

By: _____
Katherine Ross, Mayor

Attest/Authenticated:

By: _____
Deana Dean, City Clerk

Date: _____

Approved As To Form:

By: _____
Dena Burke, City Attorney

Date: _____

NORTHWEST RAILWAY MUSEUM

By: _____
Richard Anderson, Executive Director