

ORIGINAL

**JEFFERSON TRANSIT AUTHORITY/CITY OF PORT TOWNSEND
INTERGOVERNMENTAL AGREEMENT
FOR PROJECT MANAGEMENT SERVICES**

Contract Title	Project Management Services
Parties	Jefferson Transit Authority and The City of Port Townsend
Scope of Work	Scope of Work as set forth in Exhibit A
Contract Amount	Reimbursable costs as set forth in Exhibit B
Date of Contract	Last date written under signature lines

THIS AGREEMENT is made and entered into as of this 18th day of December, 2012, by and between **JEFFERSON TRANSIT AUTHORITY**, a Public Transportation Benefit Authority, hereinafter referred to as “**JTA**”, and the **CITY OF PORT TOWNSEND**, a Washington Municipal Corporation, hereinafter referred to as “**CITY**”;

RECITALS

WHEREAS, JTA wishes to obtain specialized services to JTA under the terms and conditions set forth herein:

WHEREAS, JTA wishes to participate in an intergovernmental agreement for the purpose of obtaining project management services;

WHEREAS, JTA is using federal and state grant funds administered by the Washington State Department of Transportation (WSDOT) for general operating assistance;

WHEREAS, Federal funding is authorized under 49 USC chapter 53: Title 23 USC (Highways); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) enacted as Public Law 109-59, August 10, 2005; as amended by SAFETEA-LU Technical Corrections Act, 2008, Pub. L. 110-244, June 6, 2008; the Transportation Equity Act for the 21st Century (TEA-21) enacted as Public law 105-178, June 9, 1998, as amended, the National Capital Transportation Act of 1969, D.C. Official Code, §§ 9-1111.01 *et seq.*; or other Federal laws FTA administers to the extent FTA so determines;

WHEREAS, funding is authorized under 49 USC § 5311; and any subsequent amendments and resolutions thereto;

NOW THEREFORE, JTA hereby engages the services of CITY, and CITY agrees to serve JTA in accordance with the terms and conditions set forth herein;

1. TERM OF AGREEMENT

The term of this Agreement shall commence on the date first above written and shall remain in effect until completion of the services described in Exhibit A and final payment has occurred, unless terminated in accordance with this Agreement. Work shall not commence until JTA provides CITY with written notice to proceed.

2. SCOPE OF SERVICE

CITY shall provide JTA those services set forth in Exhibit A, attached hereto as incorporated by reference herein.

3. COMPENSATION

- a. In consideration of CITY's fulfillment of the promised work, JTA shall pay CITY actual costs for the performance of services required herein as identified in Exhibit B, attached hereto as incorporated by reference herein.
- b. Any additional expenses beyond those proposed in Exhibit B must be approved, in writing, by JTA.

4. PAYMENT SCHEDULE AND TERMS

- a. CITY shall submit to JTA monthly billings for reimbursable costs incurred since the previous billing. Reimbursable costs are set forth in Exhibit B. JTA shall pay the CITY the balance due within thirty (30) days of receipt of such billing.
- b. Financial reports accompanying request for reimbursement shall be in accordance with Federal Transportation Administration (FTA) requirements. JTA shall review records for suitability and provide assistance as necessary to assure compliance with FTA requirements.
- c. CITY shall provide JTA with copies of cost records and accounts pertaining to this Agreement at completion of Agreement.
- d. If the services rendered do not meet the requirements of the Agreement, the CITY will correct or modify the work to comply with the Agreement. JTA may withhold payment for such work until the work meets the requirements of the Agreement.

5. SPECIFIC PERFORMANCE

- a. It is agreed that CITY, including the agents, employees and subcontractors of CITY, shall be the sole providers of the services required by this Agreement.
- b. Project Management service will be primarily provided by a Professional Engineer from within the CITY department as detailed in Exhibit B.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT

JTA and the CITY acknowledge and agree that regardless of any concurrence or approval by the Federal Government of the solicitation or award of this Agreement, the Federal Government is not a party to this Agreement unless it provides its express written consent. The Federal Government shall not be subject to any obligations or liabilities to the CITY, subcontractor, lessee, or any other participant at any tier of the project (whether or not a Party to this Agreement) pertaining to any matter resulting from this Agreement.

- a. No contract between the CITY and its subcontractors, lessees, or any other participant at any tier of the project shall create any obligation or liability of JTA with regard to this Agreement without JTA's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

- b. The CITY hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

7. ETHICS

Code of Ethics. The CITY agrees to maintain a written code of standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts, sub agreements, leases, third party contracts, or other arrangements supported by federal assistance. The code or standards shall provide that the CITY's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, sub-recipient, or participant at any tier of the Project, or agent thereof.

- a. The CITY may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the CITY's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the CITY's officers, employees, board members, or agents, or by subcontractors, lessees, sub-recipients, other participants, or their agents.
- b. The CITY must fully comply with all the requirements and obligations of chapter 42.52 RCW which govern ethics in state and local governments.

8. PERSONAL CONFLICT OF INTEREST

The CITY's code or standards shall prohibit the CITY's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the PARTIES set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent;
- b. Any member of his or her immediate family;
- c. His or her partner; or
- d. An organization that employs, or is about to employ, any of the above.

9. ORGANIZATIONAL CONFLICT OF INTEREST

The CITY's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, sub agreement, lease, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the work under this AGREEMENT.

10. COMPLIANCE WITH LAWS AND REGULATIONS

The CITY understands that services rendered are being paid for, in part with Federal funds and, therefore, all applicable federal requirements apply.

11. HOLD HARMLESS/DEFENSE/INDEMNIFICATION

- a. CITY and JTA shall each defend, indemnify and hold harmless each other and their respective officers, agents and employees from any claim, loss or liability, including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any negligent acts or omissions or willful misconduct of that party or its officers, agents, or employees when performing any activities or obligations required of that party under this Agreement.
- b. In the event more than one party is responsible or negligent, each party shall be responsible in proportion to its negligence.
- c. The parties, by mutual negotiation, waive, as respects the other party, any immunity that would otherwise be available against such claims under industrial insurance provisions of Title 51 RCW.

12. TERMINATION FOR CAUSE

If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving no less than five (5) days written notice to the defaulting party.

13. TERMINATION FOR CONVENIENCE OR LOSS OF FUNDING

This Agreement may be terminated by either party for any reason and at any time by giving ten (10) days written notice of such termination to the other party and specifying the effective date hereof; provided however, that no such termination may be effected by JTA unless an opportunity for consultation is provided prior to the effective date of the termination. The CITY will be paid just and equitable compensation as provided in Exhibit B for any satisfactory work completed prior to the date of termination.

14. SEVERIBILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

15. NO PARTNERSHIP

It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the CITY and JTA.

16. INDEPENDENT CITY

The CITY is, and shall be at all times during the term of this AGREEMENT, an independent contractor and not an employee of JTA. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship.

17. NOTICES

All notices shall be delivered personally or may be mailed by certified mail, return receipt requested to either party as their address appears of record with the City or State. In the case of notice by mail, notice shall be deemed given on the date of postmark.

18. OWNERSHIP OF DOCUMENTS

All work products, paper, notes, memoranda, correspondence, drawings, specifications, reports, and other documents and records of any sort produced, received, held or maintained in conjunction with the performance of this AGREEMENT shall be held by JTA and shall be made available to the CITY on request.

19. LEGAL FEES

In any lawsuit between the parties with respect to matters covered by this AGREEMENT, the prevailing party will be entitled to receive its reasonable attorney fees and costs from the lawsuit, in addition to any other relief that may be awarded.

20. APPLICABLE LAW; VENUE.

This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action shall be in the Superior Court of Jefferson County.

21. ASSIGNMENT OR DELEGATION

CITY shall not assign any of its rights or interest in this AGREEMENT, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of JTA first being obtained.

22. MODIFICATION

No modification of this AGREEMENT shall be effective unless agreed to in writing and signed by the parties.

23. COMPLETE AGREEMENT

This AGREEMENT together with the Attachments reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this


AGREEMENT.

24. ADDITIONAL TERMS

Additional Terms are set forth in Attachments Exhibit A and B.

IN WITNESS WHEREOF, the Agreement was executed by the parties hereto:

THE CITY OF PORT TOWNSEND



David G Timmons, City Manager

12-18-12

Date

Attest:


Pamela Kolacy, MMC, City Clerk

JEFFERSON TRANSIT AUTHORITY



Tammi Rubert, General Manager

12.18.12

Date

Attest:


Cara Swanson, Clerk of the Board

EXHIBIT A
PROJECT MANAGEMENT
SCOPE OF WORK

JEFFERSON TRANSIT AUTHORITY (JTA)

The Phase I scope of services for the project manager's tasks are listed below.

Task 1 Project Communication

Frequent communication is important for project success. The city project manager is committed to regular communication with JTA. JTA will designate one point of contact for city project manager, however, JTA's communication with the city's project manager is an open door policy and the project manager can be reached via office phone, cell phone, email or in person meeting.

- 1) City project manager will provide regular written and verbal communication between JTA, consultant and FTA.

Task 2 Review Existing Information

- 1) Review the project information and documents provided by JTA for the project. After the review is complete, the project manager will prepare a summary of where the project stands and will create a table outlining next steps, tasks and parties responsible for each task. This will be used as a tracking device to keep the project on track throughout the design phase and will become the "action item" list for weekly meetings. The city project manager will update the "action item" list after every weekly meeting and as ~~task~~ tasks are completed.

Task 2b Project Cost Estimate

- 1) Confirm the available ^{secured} ~~secures~~ and potential funding sources.
- 2) Identify and write the project goals and program.
- 3) Develop a total project cost estimate.
- 4) Periodically monitor project cost versus estimated.

Task 3 Project Management

- 1) Management: The city project manager will oversee the project which includes the following: direct line of communication to and between the consultant and the JTA point of contact; city project manager will recommend to JTA staff responses and decision, as appropriate, but the final decision rests with JTA; city project manager will have access to all project related records, correspondence and project related work for the duration of the project.
- 2) Schedule and Budget: Prepare a critical path project schedule to match the scope of work. Identify task durations, predecessors, JTA reviews, FTA reviews, deliverables, and milestones. Review and update the schedule on a monthly basis.
- 3) Provide monthly billing statements to JTA for city project manager services.

Task 4 Request for Qualifications and Request for Proposal

- 1) RFQ: Assist JTA staff in RFQ scope development, advertisement, review of RFQ submittals and short listing
- 2) RFP: Assist JTA staff in RFP scope development, communication with consultants and participate in the RFP finalist interview panel

Task 5 Administration

- 1) Weekly Progress Reports: Review and verify weekly project charges. Prepare and submit a weekly progress report. Weekly progress reports will show: (1) work performed last week, (2) work planned this week, (3) schedule and budget status (including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the CITY and/or others
- 2) Progress Billings: Prepare a monthly progress bill with weekly progress reports attached.
- 3) Filing: Develop a project filing system and maintain project files in one centralized location (i.e. JTA office and/or City office and or both). Periodically purge draft and redundant documents.

Task 6 Conceptual Design

- 1) Work with the selected project architect to develop a conceptual design which meets the budget and project objectives. This may involve evaluation of two (2) or three (3) options or phasing plans.
- 2) Go to Transit Board to adopt conceptual design and approve to proceed to design. NOTE: Also shown under Task 7, subtask 4.

Task 7 Project Meetings

- 1) Weekly Project Status Conference Calls: Conduct weekly 45 minute conference calls between the JTA Staff, the City Project Manager, and the architect's key project ~~team~~ ^{team} members to review the project status.
- 2) Management Meetings: Attend up to four (4) Management Team meetings at JTA. The meetings will be attended by JTA, the City Project Manager, and Design Staff (once selected) to review project status and schedule. Prepare minutes for each meeting.
- 3) Public Meetings: Prepare for and attend up to four public meetings to present project materials and answer questions.
- 4) Transit Board Meetings: Prepare for and attend up to two Transit Board meetings to present project materials and answer questions. Go to Transit Board to adopt conceptual design and approve to proceed to design.

Task 8 PS&E Documents

Once a conceptual design is adopted by the Transit board, then the following three (3) subtasks will be included in the final Plans, Specifications and Estimate documents.

- 1) Plans: Review plans at various levels of design.
- 2) Special Provisions: Review Special Provision

- 3) Engineer's Estimate: Review Engineer's Estimate
- 4) Assure documents are ready to bid.

Task 9 Environmental and Permitting

- 1) Outline permits needed for the project
- 2) Oversee work with architect, if special disciplines are needed to complete a federal, state or local permit.
- 3) Assist JTA in preparing and submitting permit application(s). Conduct meetings with federal, state and local agencies.
- 4) Track permitting progress via a spreadsheet.

Task 10 Bidding Support

- 1) Pre-bid Conference: Prepare ^{and} attend a pre-bid conference to provide project details to interested contractors in advance of the bidding period.
- 2) Record of Materials: Provide assistance to JTA and consultant in preparation of a Record of Materials (ROM) for the project. For budget purposes it is assumed assistance is limited to 16 hours of staff time.
- 3) RFI's: Review and prepare written responses (as acceptable) to contractor questions (RFI's) during bidding and submit to the JTA for delivery to contractors.
- 4) Bid Review: Provide a review of the apparent low bid to look for bidding anomalies.

Task 11 Construction Support

Construction support services may be negotiated as added scope.

Understanding

- Project management will be provided over a 4-month time frame and the estimated number of meetings and project coordination is reflected in the budget.
- Progress billings will be submitted monthly to the JTA.
- Timelines and milestones will be outlined in a master schedule using Microsoft Project and will be updated for each progress billing.

Deliverables

- Project Summary after review of project related materials.
- Create Action Item List of Next Steps and maintain list throughout project.
- Weekly Progress Report submitted via email in PDF format.
- Progress billings submitted monthly via email in PDF format and via US Mail.
- MS Project schedule updates submitted via email in PDF format.
- Minutes for Management Meetings submitted via e-mail in PDF format.
- Response to RFI's submitted via email.

Enclosures: Exhibit A – Labor Hour Estimate

Exhibit B – Template of Weekly Agenda

Exhibit C – Template for Action Item Log

EXHIBIT B

Labor Hour Estimate

City of Port Townsend

Client: Jefferson Transit Authority

Project: Transit Maintenance and Administration Facility Project

Job #:

File #:

David

Samantha

Kara

Tyler

\$71.85

\$61.54

\$37.77

\$57.77

<i>Task No.</i>	<i>Task Description</i>	<i>Capital Project Manager</i>	<i>Project Manager</i>	<i>Engineering Assistant</i>	<i>Technical Support</i>	<i>Total Hours</i>
<i>Task 1 - Project Communication</i>						
1	Communication		8.0			8.0
<i>Task 2 - Review Existing Information</i>						
1	Review Existing Information		40.0			40.0
<i>Task 2b - Project Cost Estimate</i>						
1	Confirm available funding sources		10.0			10.0
2	Project goals and program		20.0			20.0
3	Total Project Cost		16.0			16.0
4	Monitoring of Cost		16.0			16.0
<i>Task 3 - Project Management</i>						
1	Management		80.0			80.0
2	Schedule and Budget		24.0		10.0	34.0
3	Monthly Statements	10.0	10.0	20.0		40.0
<i>Task 4 - Request for Qualifications and Request for Proposal</i>						
1	RFQ		40.0			40.0
2	RFP		40.0			40.0
<i>Task 5 - Administration</i>						
1	Weekly Progress Reports	10.0	40.0	20.0	10.0	80.0
2	Progress Billings	10.0	24.0	24.0		58.0
3	Filling	10.0	40.0	40.0		90.0
<i>Task 6 - Conceptual Design</i>						
1	Conceptual Design		40.0			40.0
2	Prepare and attend transit board meeting		16.0	10.0		26.0

EXHIBIT B

Labor Hour Estimate

City of Port Townsend

Client: Jefferson Transit Authority

Project: Transit Maintenance and Administration Facility Project

Job #:

File #:

David

Samantha

Kara

Tyler

\$71.85

\$61.54

\$37.77

\$57.77

<i>Task No.</i>	<i>Task Description</i>	<i>Capital Project Manager</i>	<i>Project Manager</i>	<i>Engineering Assistant</i>	<i>Technical Support</i>	<i>Total Hours</i>
<i>Task 7 - Project Meetings</i>						
1	Weekly Conference Calls		24.0	12.0		36.0
2	Management Meetings		24.0	12.0		36.0
3	Public Meetings		24.0	10.0		34.0
4	Transit Board Meetings		24.0	10.0		34.0
<i>Task 8 - PS&E Documents</i>						
1	Plans		24.0	20.0		44.0
2	Special Provisions	4.0	30.0	20.0		54.0
3	Engineer's Estimate	4.0	16.0			20.0
<i>Task 9 - Environmental and Permitting</i>						
1	Permit Required Outline		16.0			16.0
2	Oversee Architect		24.0			24.0
3	Permit Applications		40.0	20.0	20.0	80.0
4	Permit tracking		16.0	10.0		26.0
<i>Task 10 - Bidding Support</i>						
1	Pre-bid Conference		16.0			16.0
2	ROM		20.0	10.0		30.0
3	RFI's	10.0	10.0			20.0
4	Bid Review	10.0	10.0	10.0		30.0
	Phase 2 Total Hours:	68.0	782.0	248.0	40.0	1,138.0
	Billing Rate B by category:	\$71.85	\$61.54	\$37.77	\$57.77	
	Total Phase B Cost by Category:	\$4,885.80	\$48,124.28	\$9,366.96	\$2,310.80	\$64,688