



Jefferson Transit Authority

63 4 Corners Road, Port Townsend, WA 98368
(360) 385-3020, Fax: (360) 385-2321

No: 2024-04

REQUEST FOR PROPOSAL

ISSUE DATE:	REQUEST NUMBER:	DESCRIPTION:	
01/09/2024	2024-04	Project Manager-Third Maintenance Bay	
DEPARTMENT:	RESPONSE DEADLINE (DATE/TIME):	CONTRACT ADMINISTRATOR	
Finance	02/20/2024 - 3:00 p.m.	Jayne Brooke	
Revision:	Date:	Brief Description:	Contact:

JEFFERSON TRANSIT AUTHORITY

Request for Proposal
for
Project Manager-Third Maintenance Bay

RFP 2024-04

Address questions regarding this RFP to:

Jayne Brooke

jbrooke@jeffersontransit.com

63 4 Corners Road

Port Townsend, WA 98368

(360) 385-3020 ext. 110

REQUEST FOR PROPOSAL

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SECTION 1 – Purpose

1. PURPOSE:

Jefferson Transit Authority (JTA), a public transportation provider formed under RCW 36.57, is requesting proposals from firms and individuals interested in being a Project Manager responsible for site preparation, installation oversight, utility connection, and post construction oversight for a third maintenance bay at its MOA facility at 63 4 Corners Road, Port Townsend, WA.

2. CONTRACT BACKGROUND

JTA is intending to build a third maintenance bay adjacent to its two existing bays.

- a. Provide working documents for all designs and schedules
- b. Pull all required Jefferson County permits
- c. Prepare contractor bids for JTA
- d. Oversee contractors

SECTION 2 – GENERAL REQUIREMENTS

1. PROJECT REQUIREMENTS: The respondent must comply with each of the following requirements:

- a. Cover Letter;
- b. Request for Proposal (RFP);
- c. Addenda to RFP (if any);
- d. Proposal;
- e. Supplements to Proposals (if any);
- f. One original proposal, clearly marked, including five (5) copies if not submitted electronically; and
- g. Minimum three (3) references.

2. ADDENDA TO RFP:

JTA reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written addendum, which shall be issued by JTA to all prospective respondents who have been personally issued copies of the RFP from JTA.

3. SUBMITTAL OF PROPOSALS:

- a. Proposals will be received by JTA until 4:00 p.m. (local time), Tuesday, February 20th, 2024. Any qualification received after the prescribed deadline will not be considered.
- b. Proposals will not be accepted by facsimile transmission.
- c. Proposals shall have the name and address for delivery as follows:

Email Delivery:

Jefferson Transit Authority
Attn: Grants & Procurement Coordinator
jbrooke@jeffersontransit.com

Mail or Hand Delivery:

Jefferson Transit Authority

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Attn: Grants & Procurement Coordinator
63 4 Corners Road
Port Townsend, WA 98368

JTA prefers proposals be received by email. JTA also makes no provision for specifically collecting mail from its mail box prior to the deadline. Proposals submitted by mail should, therefore, be mailed in ample time to arrive at or before the actual due date. JTA shall not be liable for checking the mail box immediately prior to the time of opening.

4. **PROPOSAL REQUIREMENTS:**

This section describes mandatory descriptions and submittals that must be addressed in or included with each proposal. Failure to address or include all the items discussed in this section may subject the proposal to immediate rejection. JTA will be the final authority in determining the responsiveness of a proposal. Proposals will be evaluated based on the criteria listed in the evaluation criteria.

To achieve a uniform review process and obtain the maximum degree of comparability, respondents are required to organize proposals in the following manner. *Proposals that deviate from this organizational structure or are missing key information elements may be considered non-responsive.*

a. Letter of Transmittal addressed to the Grants & Procurement Coordinator as follows:

Jayne Brooke, Grants & Procurement Coordinator
Jefferson Transit Authority
63 4 Corners Road
Port Townsend, WA 98368

The letter of transmittal must include:

1. Project title
2. Name of respondent
3. Location of the respondent
4. Brief description of respondent's qualifications
5. Identify all professional members of respondent's team
6. A statement of validity pursuant to Section 3
7. A statement addressing potential conflicts

b. **Description of firm:** This part of the proposal should contain a brief, one page history of the firm, firm organization, number and type of personnel and the location of the firm's office. The respondent shall provide information demonstrating to JTA that it has the necessary financial resources to perform the contract in a satisfactory manner and within the specified time.

c. Provide in narrative format a summary of the respondent's and proposed sub-consultants' experience (if applicable), including at least three (3) references of comparable projects (type, scale, and scope). Include contact name, email address, telephone number and a brief description of the project. In addition, a statement is required from the respondent that submission of an executed proposal shall commit respondent's consent to discuss services provided on projects listed as a reference with respective contact persons. Project summaries shall identify key staff which is also included in this proposal. The proposed Engineer/Project Manager must be included as a project manager or key staff on at least two of these projects.

- d. Provide a detailed description of the team’s organizational framework for this project. Include clear identification of the principal or lead firm and sub-consultants, project managers and key staff. Indicate tasks and/or disciplines of the leads and their roles and responsibilities. Proposals shall identify Disadvantaged Business Enterprise team members.
- e. For each key personnel, submit a resume focusing on relevant project experience. Include a minimum of two (2) project or professional references (which may include any of the five project references mentioned above). Proposals shall include a matrix showing the availability of key personnel to be assigned to this project, expressed in terms of percent of their time committed to other projects over the next 12 months.
- f. Combine the project reference(s) and indicate team members that have worked together on previous projects. Key personnel will be evaluated based on their past experience, qualifications and performance, availability and commitment to the project, as well as references.
- g. The proposal shall address the Scope of Work outlined in the RFP and describe how the respondent intends to carry out the tasks. A project schedule shall be provided outlining specific tasks to be performed, key milestone dates, and individuals responsible for each task. Describe the respondent’s project management techniques for ensuring that the work is accomplished in accordance with established standards and schedules. Provide sufficient detail to convey to members of the Evaluation Committee, the respondent’s knowledge of the subjects and skills necessary for the completion of the contract and any other services necessary to complete the project.
- h. **Project Priority:** List any current or anticipated commitments or projects supervised by the proposed Engineer/Project Manager for the next 12 months.
- j. **Appendixes A – D:** Fill out Appendixes A – D, as applicable, with and return with all RFP materials. Appendix E is sample agreement that is subject to change after the RFP process.

5. **RFP EVALUATION SCHEDULE**

The following timeline will be observed in evaluating qualifications received:

01/09/2024	RFP Issue Date
01/09/2024 through 02/16/2024	Question and Answer Time Frame
02/20/2024 by 3:00 P.M. PST	Qualifications Due
02/20/2024 through 03/05/2024	Interview Period (If necessary)
03/08/2024	Contract Award

Respondents who submit a proposal in response to this RFP may be required to attend an interview or give an oral presentation of their qualification to JTA. If JTA determines interviews are necessary, a time schedule will be established after the proposals are received. All costs involved shall be the responsibility of the respondent.

6. **PROCUREMENT PROTEST PROCEDURE**

Respondents or third parties who can demonstrate a substantial economic interest may protest JTA’s decision regarding (1) a provision of the Request for Proposals or (2) contract award. All communication concerning a protest shall be in writing and will be open for public inspection.

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Protests regarding pre-award actions shall be filed no later than three (3) days before proposal opening or closing date for the receipt of proposals. Protests regarding contract award shall be filed no later than seven (7) days after contract award by JTA.

SECTION 3 – SCOPE OF WORK**1. DESIRED QUALIFICATIONS:**

This project will require the Engineer/Project Manager that possesses the skills and experience necessary to oversee construction, and all elements herein, of a third maintenance bay. Successfully completing this project will require that the respondent demonstrate expertise and experience in the following areas, at a minimum:

- a. Expertise in civil, geotechnical, transportation, mechanical & electrical engineering.
- b. Knowledge of and experience with local jurisdiction design requirements related to (but not limited to) civil, geotechnical, environmental, and traffic standards.
- c. Understanding of procurement and construction management processes to provide a complete and workable project.
- d. Proficient in management of all project work and coordination of sub-consultant's work.

2. KEY PROJECT ACTIVITIES:

Key Project Activities were formulated by JTA. They are subject to change if the Project Manager provides better alternatives.

- a. Prepare plans and specifications for project bid process.
 - Go out for bid for preparation and post building installation scope (if applicable).
 - Manage project bid process(s).
- b. Prepare permit applications for all jurisdictions.
 - Includes but not limited to Jefferson County Construction Permits including WA State Department of Labor & Industries Electrical Permit(s).
- c. Complete and submit all required Prevailing Wage Intents and Affidavits.
- d. Design layout for building placement, driver training area, fencing schematic.
- e. Coordinate with selected construction company for project scheduling and building design requirements.
- f. Manage all subcontractors including plumbers, electricians, equipment operators and pavers.
- g. Manage recertification of any existing utility hookups to be utilized for new bay.
- h. Coordinate and oversee construction of new bay.
 - Manage of required electrical hookup and pre-operational testing in accordance to codes and accepted industry standards.
 - Manage construction of post installation acceptance testing in accordance with a pre-defined plan and to the satisfaction of JTA.
- i. Manage post building and paving construction.

3. ENGINEER/PROJECT MANAGER RESPONSIBILITIES:

- a. Responsible for survey (if necessary).
- b. Responsible for geotechnical services.
- c. Responsible for coordinating with project team to construct the new bay.

- d. Responsible for all locates for new bay.
- e. Responsible for any and all permits.
- f. Change orders must be approved with 48 hours if necessary.

4. **JEFFERSON TRANSIT REPONSIBILITIES:**

- a. JTA will provide sufficient staff for a project support team.

SECTION 4 – EVALUATION CRITERIA

Award of this contract shall be determined through the evaluation process as described below and in the following section, provided the qualification is responsive in all respects to the procurement requirements.

Consultant qualifications will be evaluated by the Evaluation Committee based on the criteria below with a possible maximum score of 100 points for each proposal. The top-scoring respondents (not to exceed three) may be asked to make a presentation before the evaluation committee. In-person interviews will be used to revise scoring based on all information provided between the proposals and the interview process to arrive at the most qualified respondent.

The respondent selected for the award will be chosen on the basis of the greatest benefit to JTA. The evaluation committee will recommend a course of action to the JTA Board of Directors. The Board of Directors will be the final judge of which respondent offers the greatest benefit to JTA.

Submitted written proposals will be evaluated according to the following criteria and their respective weighted importance:

Criterion: Past Performance and Relevant Experience	Weight: 50
Considerations <ul style="list-style-type: none"> • Experience with the process of building construction • Experience with the construction of concrete padding, electrical line extension and water line extension • Experience with construction of transit facilities • Experience in time management between diverse phases of project • Experience with Project Management role overseeing contractors • Experience in communicating to diverse stakeholders 	
Criterion: Key Personnel	Weight: 40
Considerations <ul style="list-style-type: none"> • The proven capability, successful past experience and characteristic of references of the Engineer/Project Manager and key personnel on similar projects • Availability of key personnel identified over the next 2 to 12 months • The ability of the consultants to augment key personnel in future phases of the project that may require different skill sets such concrete pad construction, electric and plumbing connections, septic connections, and parking lot striping. 	
Criterion: Engineer/Project Management and Coordination Experience	Weight: 10
Considerations <ul style="list-style-type: none"> • Clarity in defining key team member roles and responsibilities • Ability to manage and coordinate the work and establish and meet project milestones 	

REJECTION OF PROPOSALS:

JTA may reject any proposal that is not in the required format, does not address all the requirements of this RFP, or that JTA believes is excessive in price or otherwise not in the interest of JTA to consider or to accept. In addition, JTA may cancel this RFP, reject all proposals, and seek to do the work through a new RFP or by other means.

SECTION 5 – ACCEPTANCE CRITERIA

1. JTA shall use Alternative Public Works Contracting Procedures, according to RCW 39.10 when contracting for general contractor/construction manager services. Services subject to this requirement are program management, construction management, and related services.

Qualifications-based competitive proposal procedures require that:

- a. The agency shall negotiate a contract with the most qualified firm for general contractor/construction manager services at a price which the agency determines is fair and reasonable to the agency. In making its determination, the agency shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature thereof.
 - b. If the agency is unable to negotiate a satisfactory contract with the firm selected at a price the agency determines to be fair and reasonable, negotiations with that firm shall be formally terminated and the agency shall select other firms in accordance with RCW 39.80.040 and continue in accordance with this section until an agreement is reached or the process is terminated.
2. All proposals will be evaluated based on current JTA procurement policy (available online at www.jeffersontransit.com), and past JTA experience with respondents, where applicable.
 3. JTA reserves the right to Award all Work Bid according to the lowest qualified responsive proposal tendered, available funds, and as it best serves the interest of JTA. All Work awarded will be made to the same Bidder as the Contractor.
 4. Any winning bid over \$25,000 is not guaranteed until it is approved by the Jefferson Transit Authority Board. JTA reserves the discretion to waive the bid if the Authority Board does not approve.
 5. JTA reserves the discretion to request additional documentation and interview respondent as necessary to determine their actual experience and capabilities to satisfy the requirement of the Scope of Work.
 6. JTA reserves the discretion to accept or reject any and all proposals without cause and to waive any informality or irregularities and to make an award deemed in its own best interest and re-advertise if necessary.
 7. Request for Proposals will be accepted by the Jefferson Transit Authority's Grants & Procurement Coordinator at their administrative offices located at 63 4 Corners Road, Port Townsend, WA 98368, (360) 385-3020, or by email, until the date/ time specified above. There can be no exceptions or late submittals.
 8. Washington State prevailing wage rates are in effect. All costs for insurance and prevailing wage filing fees shall be incidental to and included in the proposal price and no additional payment will be made by JTA during the Contract Term.
 9. JTA is an Equal Opportunity Employer and hereby notifies all entities that it will affirmatively ensure that in any considered disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

SECTION 6 – AGREEMENT TO TERMS

By signing this request, if it is accepted by JTA, the respondent certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal and Scope of Work and any amendments.

NAME & ADDRESS of FIRM:	Additional Information:	
	Telephone/Fax No.:	
	Federal Employer Identification No.:	
	State Contractor License No.:	
CONTACT E-MAIL:	Prompt Payment Discount (if offered):	___% for payment within ___days/net ___days.

CHECK ONE: **INDIVIDUAL** **PARTNERSHIP** **CORPORATION** **LLC**

ACCEPTANCE

The above Request for Proposals has been accepted by, and all terms of the Request for Proposals agree to by:

Signature

Nicole Gauthier

Printed Name

General Manager

Title

Date

Signature

Printed Name

Title

Date

EXHIBIT A

BIDDERS AFFIDAVIT

BIDDER'S AFFIDAVIT PROJECT 2024-04 PROJECT MANAGER-THIRD MAINTENANCE BAY

NON-COLLUSION

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

CONFLICTS OF INTEREST & ANTI-KICKBACKS

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Jefferson Transit Authority and take immediate action to eliminate the conflict or to withdraw from said Contract as Jefferson Transit Authority may require.
2. No officer, employee, Board member, agent of Jefferson Transit Authority, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Jefferson Transit Authority or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Jefferson Transit Authority or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated

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facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

The Bidder certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.

Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO.

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Authorized Signature Date

Printed Name & Title _____

Company Name _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public in and for the State of _____,

Residing in _____

****THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR BID****

REQUEST FOR PROPOSAL**EXHIBIT B****PROTEST AND APPEAL PROCEDURES**

Jefferson Transit Authority will utilize the following Protest and Appeal Procedures to provide an internal review process available to prospective firms who respond to solicitations and to selected firms for the administration of resulting contracts.

If either prospective or actual consultants (herein referred to as “Consultants”) believe they have been wronged by a specific action or decision by Jefferson Transit Authority in the award of or the administration of a contract, they are instructed to follow the procedures set forth below.

Proposers or third parties who can demonstrate a substantial economic interest may protest JTA’s decision regarding (1) a provision of the Request for Proposal or (2) contract award. All communication concerning a protest shall be in writing and will be open for public inspection.

Protests regarding pre-award actions shall be filed no later than three (3) days before qualification opening or closing date for the receipt of proposals. Protests regarding contract award shall be filed no later than seven (7) days after contract award by JTA.

STEP ONE

Responders and/or Consultants may appeal or protest an award or action as soon as practical following the event but no later than five business days. The bases for the protest and appeal must be included at that time. All protests and appeals must be submitted in writing and be addressed to the Jefferson Transit Authority Grants & Procurement Coordinator. The Jefferson Transit Authority Grants & Procurement Coordinator will review any information provided and respond in writing within five business days following the receipt of the appeal or protest.

STEP TWO

In the event that a Consultant is not satisfied with the decision rendered by the Grants & Procurement Coordinator, the Consultant shall have the right to appeal to the Finance Manager. The appeal of the Grants & Procurement Coordinator’s decision must be received in the office of the Finance Manager within five business days following receipt of the Grants & Procurement Coordinator’s decision. The Finance Manager will return a written decision to the consultant presenting the appeal within five business days of receiving the appeal or protest.

STEP THREE

A Consultant shall have the right to seek further remedy should the decision of the Finance Manager not be acceptable to the Consultant. The Consultant shall provide a written appeal to the General Manager within five business days of receiving the decision of the Finance Manager. The General Manager within five business days shall review, with legal counsel, the Consultant’s written appeal and the Finance Manager’s written decision. The General Manager will return a written decision to the Consultant presenting the appeal within five business days. The decision of the General Manager is final.

EXHIBIT C

JEFFERSON TRANSIT AUTHORITY SAMPLE AGREEMENT

SECTION 1 – Parties to the Agreement

It is hereby agreed by and between Jefferson Transit Authority (“JTA”), Jefferson County, Washington, AND [insert company name here] (“Contractor”), that the Contractor shall provide indicated services to JTA in accordance with the Terms and Conditions set forth below and any incorporated or attached addenda this Agreement.

This Agreement type is a (Check one):

- One Time Only
- Ongoing/Renewable
- Urgent/Emergency
- Other (explain below)

Other: _____

SECTION 2 – Scope of Work

The Contractor agrees to provide the following professional services to JTA (list each type of service to be provided and indicate if a detail description is attached):

#	Title of Service:	Attachment No.
1		
2		
3		
4		
5		

SECTION 3 – Compensation & Payment Schedule

JTA will compensate the Contractor upon receipt of a valid invoice by (Check all that apply and attach additional details regarding payments to be made by involved parties):

- Lump Sum Payment of \$_____ due at completion of work upon: JTA Inspection/Sign-off Required
- All Charges not to Exceed Contract Amount of \$_____ for hourly services billed at \$_____/Hour
- Recurring charges of \$_____ to be paid (Circle one): Weekly Bi-Weekly Monthly Quarterly Semi-Annual Annually

See Attachment: _____ for further details.

1. All submitted invoices shall be paid by JTA **Net 30 days** unless agree otherwise by parties to this Agreement.
2. JTA reserves the right to request related documents (i.e., receipts, statements etc.) and any other proof of expenses and costs incurred by the Contractor on behalf of JTA and invoiced for payment or reimbursement.
3. JTA also reserves the right to contest what it deems to be unjustified or excessive charges for services rendered as described within this Agreement. Should one or more of the Contractor’s invoices be contested the following shall apply:

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- a. Written notice shall be provided by JTA within 14 business days indicating the Invoice by number, its date and a brief description of the work(s) or charge(s) in dispute.
- b. JTA shall make all reasonable efforts to negotiate in good faith to resolve the contested invoices(s) within the original Net 30 day period and make prompt payment thereafter.
- c. Billing disputes not so resolved shall be decided in accordance with the procedures of section 6.13 below.

4. For Ongoing/Renewable type Agreements which have passed the expiration date set in SECTION 4 and services were rendered to JTA thereafter, all existing fees and rates as previously detailed and set will apply.

SECTION 4 – Term of Agreement

The term (or length) of this Agreement shall start on (date): _____ and expire on: _____.

Under no circumstances shall the Contractor begin any work (billable or not) before receiving written approval to do so by an authorized JTA agent.

Work performed subsequent to the expiration date of this Agreement shall be billed at the original Agreement rates previously set forth.

SECTION 5 – Insurance & Liability

This Agreement requires the Contractor to be Insured (Check if required)

If insurance is required, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance clearly indicating the following:

1. **Automobile Liability** (if required) insurance with limits no less than \$1,000,000 USD combined single limit per accident for bodily injury and property damage.
2. **Commercial General** Liability insurance written on an occurrence basis with limits no less than \$1,000,000 USD combined single limit per occurrence, \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion; collapse and underground (XCU), if applicable; and employer’s liability.
3. **Professional Liability** insurance with coverage limits of \$1,000,000 USD per occurrence. Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract of this contract which result in financial loss to JTA.

JTA shall be named as additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming JTA as additional insured shall be attached to the Certificate of Insurance. JTA reserves the right to receive a certified copy of all required insurance policies from Contractor’s underwriter(s).

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The Contractor shall provide JTA a written notice 30 calendar days prior to cancellation, suspension or material change in any coverage required for this Agreement.

SECTION 6 – Provisions Applicable to All Contacts

1. **Standard of Care.** The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
2. **Delegation and Subcontracting.** Contractor's services are deemed personal and no portion of this Contract may be delegated or subcontracted to any other individual, firm, or entity without the express and prior written approval of JTA.
3. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.
4. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
5. **Right to Review.** This Contract is subject to review by any federal or state auditor. JTA shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient.
6. **Modifications.** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
7. **Termination for Default.** If the Contractor defaults by failing to perform any of the obligations of the Contract, JTA may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Contract, and at JTA's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to JTA resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by JTA in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by JTA by reason of such default.
8. **Termination for Public Convenience.** JTA may terminate the Contract in whole or in part whenever JTA determines, in its sole discretion that such termination is in the interests of JTA. Whenever the Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.
9. **Termination Procedure.** The following provisions apply in the event that this Agreement is terminated:

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- a. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
- b. The Contractor shall provide JTA with an accounting of authorized services provided through the effective date of termination.
- c. If the Agreement has been terminated for default, JTA may withhold a sum from the final payment to the Contractor that JTA determines necessary to protect itself against loss or liability.

10. **Defense and Indemnity Agreement.** The Contractor agrees to defend, indemnify and save harmless JTA, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon JTA, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, JTA, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of JTA, its appointed or elected officials or employees. It is further provided that no liability shall attach to JTA by reason of entering into this contract, except as expressly provided herein.
11. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Jefferson. This Agreement shall be governed by the law of the State of Washington.
12. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
13. **Disputes:** Differences between the Contractor and JTA, arising under and by virtue of the contract documents shall be brought to the attention of JTA at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken, and shall be submitted to JTA's General Manager for resolution. The Contractor and JTA shall have the opportunity to submit written materials and argument and to offer documentary evidence for the General Manager's consideration. Oral argument and live testimony will not be permitted. JTA's General Manager shall make a decision within thirty (30) days of submittal of the dispute for his review. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered. The records, orders, rulings, instructions, and decision of JTA shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor requests arbitration as provided in paragraph 6.14, below.
14. **Arbitration:** In the event of a dispute between the parties to this Agreement such dispute shall be decided according to the MANDATORY ARBITRATION RULES (MAR) of the County in which suit is filed, regardless of amount in dispute. The parties hereto waive their right to file any appeal in Superior court. If either party seeks and receives legal counsel, the prevailing party shall be awarded reasonably attorney's fees paid and/or billed whether the dispute is resolved through settlement or arbitration. The prevailing party is defined as the single

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party in whose favor a net monetary settlement or arbitration award is received after all offsets, back charges and counterclaims are resolved and regardless of which party may have prevailed on which issue. The determination of the prevailing party shall supersede all statutes, court rules and offers of settlement.

15. **Ownership of Items Produced.** All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of JTA and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
16. **Recovery of Payments to Contractor.** The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work. In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at JTA's sole discretion, be required to repay to JTA all monies disbursed to the Contractor for those parts of the project that are rendered worthless by such failure to perform. Interest shall accrue at the rate of 12 percent (12%) per annum from the time JTA demands repayment of funds.
17. **Non-Discrimination.** The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
18. **Subcontractors.** In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between JTA and the Contractor. The Contractor shall insure that in all subcontracts entered into, JTA is named as an express third-party beneficiary of such contracts with full rights as such.
19. **Third Party Beneficiaries.** This Agreement is intended for the benefit of JTA and Contractor and not for the benefit of any third parties.
20. **Time is of the Essence.** Time is of the essence in the performance of this Contract unless a more specific time period is set forth in the Scope of Work.
21. **Notice.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to JTA's General Manager, and any notices to the contractor shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
22. **Severability.** If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.
23. **Waiver.** Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

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24. **Construction.** This Agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
25. **Agreement.** This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

IN WITNESS WHEREOF, the Contractor accepts all terms and provisions of the Agreement, with any attachments or addenda (if present) and has indicated such with their signature below by the Contractor's authorized officer or agent.

Contractor's Officer/Agent

Jefferson Transit Authority Representative

Printed Name

Printed Name

Title Date

Title Date

Company Name (or DBA)

Legal Address

Phone Email

Federal ID# (or SSN)