



**JEFFERSON TRANSIT
AUTHORITY BOARD MEETING**
Friday, May 2, 2014 1:30 p.m.
Jefferson Transit Authority Office
1615 West Sims Way, Port Townsend, WA
SPECIAL MEETING NOTICE/AGENDA

SPECIAL MEETING AGENDA

Call to Order/Welcome

Public Comments

I. Consent Agenda

- a. Approval of Out of State Travel – Tammi Rubert and Sara Crouch

II. New Business

- a. **Resolution 14-10**: Authorization the Tammi Rubert, General Manager to sign the construction contract with Pease Construction for the construction of the new Maintenance and Administration Facility.

Public Comments

Adjournment

Individuals requiring reasonable accommodation may request written materials in alternative formats, physical accessibility accommodations or other reasonable accommodation by calling (360) 385-4777 or TDD/TTY users dial 711 to reach a relay operator.



Agenda Item 1a.

Meeting Date: May 2, 2014

Subject: Approve Out of State Travel for Tammi Rubert and Sara Crouch

Prepared By: Laura Smedley

Approved By: Tammi Rubert

Summary:

General Manager Tammi Rubert and Finance Manager Sara Crouch are planning on traveling to the Community Transit Association of America Conference (CTAA) in Minneapolis-St Paul MN on June 7-13, 2014.

This conference will help prepare Rubert for the Community Transit Managers' Exam; and will offer Crouch intensive transit-specific finance management courses.

Recommendation:

Approve Out of State Travel for Tammi Rubert and Sara Crouch.

Motion for Consideration:

Move to approve Out of State Travel for Tammi Rubert and Sara Crouch.

Fiscal Impact:

The fiscal impact will be approximately \$1,900 for Sara Crouch. Tammi Rubert was selected by Washington State Department of Transportation for a travel scholarship.



Agenda Item: 2a.

Meeting Date: May 2, 2014

Subject: Resolution 14-10: Approve General Manager to sign a Construction Contract with Pease Construction

Prepared By: Laura Smedley

Approved By: Jimmi Robert

Summary:

The General Manager requests the Boards approval to sign a Construction Contract with Pease Construction for Maintenance/Administration Facility Project.

Recommendation: Approve Resolution 14-10

Motion for Consideration: Move to adopt Resolution 14-10, authorizing the General Manager to sign the Construction Contract with Pease Construction.

DRAFT

Jefferson Transit Authority Resolution No. 14-10

A RESOLUTION of the Board of Directors of the Jefferson County Public Transportation Benefit Area, hereinafter called the "Authority", authorizing the General Manager to Sign a Construction Contract with Pease Construction

WHEREAS, Jefferson Transit Authority (JTA) is a special purpose municipal corporation formed and authorized under RCW 36.57A of the Revised Code of Washington, and is authorized by law to provide transportation services and all necessary transportation facilities and properties to carry out this purpose, and

WHEREAS, JTA has secured property through a Federal Transit Administration grant to build a new maintenance and administration facility at 63 Four Corners Road ; and

WHEREAS, JTA is ready to proceed with this building project and now requires a construction contract; and

WHEREAS, the Jefferson Transit Authority wishes to enter into a construction contract with Pease Construction, lowest bidder; and

WHEREAS, Jefferson Transit Authority feels that this agreement is the best use of the Federal Transit Administrations grant award.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson Transit Authority Board does hereby authorize the General Manager to sign and execute the Construction Contract with Pease Construction.

CERTIFICATION

The undersigned duly qualified Clerk of the Board, acting on behalf of the Jefferson County Public Transportation Benefit Area, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Jefferson Transit Authority Board held on this 2nd day of May, 2014.

Chair

Vice Chair

Member

Member

Attest:

Member

Clerk of the Board

**JEFFERSON TRANSIT AUTHORITY
PUBLIC WORKS CONTRACT**

THIS AGREEMENT made and entered into this __ day of _____, 20__, by and between the **Jefferson Transit Authority** (“Owner” or “JTA”), and **Pease Construction, Inc.** (“Contractor”):

WHEREAS, pursuant to the invitation of the Owner for bids, the Contractor did, in accordance therewith, file with the Owner a proposal containing an offer which was invited by said notice, and

WHEREAS, the Owner has heretofore determined that said offer was the lowest responsive and responsible bid submitted;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto covenant and agree as follows:

1. **Contract Scope of Work; Contract Documents.** The Contractor shall in a workmanlike manner do all work and furnish all tools, materials, and equipment for the

Maintenance, Operations, & Administration Center

in accordance with and as described in the following Contract Documents (incorporated by reference in this Contract):

1. Public Works Contract, including Insurance Requirements for Construction Contracts;
2. Addenda;
3. Bid Tabulation Form;
4. Special Conditions;
5. Supplementary Conditions;
6. Federal Transit Authority (FTA) Federal Contract Clauses as set out at 007213 of the specifications;
7. Revised AIA 201-2007 General Conditions;
8. Specifications (Division 0 – 44);
9. Schedules;
10. Contract Plans (large scale over small scale);and
11. 2012 Washington State Department of Transportation Standard Plans for Road, Bridge, and Municipal Construction

In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the priority listed and set forth above.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever they may require for the transfer of materials and for constructing and completing the work provided for in the specifications to be furnished by the Jefferson Transit Authority.

2. Contract Amount; Compensation. The Jefferson Transit Authority hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide materials and to do and cause to be done the above described work and to complete and finish the same according to the Scope of Work and the terms and conditions herein contained and hereby contracts to pay for the same, the total sum of **\$4,699,830** excluding tax. Payment shall be as provided in the Instructions for Bidders unless otherwise provided. Payment shall be made monthly upon submittal of a pay request for work performed to date as determined by the Owner. Failure to perform any of the obligations under the contract by Contractor may be decreed by the Owner to be adequate reason for withholding any payments until compliance is achieved, including withholding amounts from any payment based on substantial completion to cover the Owner's cost to complete any punch list items.

3. Time for Completion. The Contractor shall be complete in 345 calendar days, measured as 285 days to Substantial Completion, plus 60 calendar days to Final Completion.

4. Insurance and Indemnity Requirements. Contractor shall take out and maintain insurance as set forth in Section 005213 of the bid package, which is incorporated herein by reference.

5. Correction of Work. If within one year after the date for Substantial Completion, any of the work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after written notice to do so. If the Contractor fails to correct nonconforming work within a reasonable time after notice, the Owner may, without prejudice to other remedies it may have, correct such deficiencies, and the Contractor shall pay the cost to the Owner, plus 10% of JTA's administrative overhead fee.

IN THE WITNESS WHEREOF the parties hereto have caused this agreement to be executed this _____ day of _____, 2014.

Jefferson Transit Authority

Pease Construction, Inc.

By: _____
Tammi Rubert, General Manager

By: _____

Name: _____

Title: _____

END OF TEXT