

EXHIBIT A
TASK ORDER AGREEMENT BETWEEN KITSAP COUNTY AND
KITSAP TRANSIT
PURSUANT TO INTERLOCAL AGREEMENT KC 010-98

This Agreement is made and entered into pursuant to the provisions of Interlocal Agreement KC 010-98, by and between the County of Kitsap (hereinafter County) and Kitsap Transit (hereinafter Entity).

I. RECITALS

WHEREAS, The County Public Works Department is certified by the Washington State Department of Transportation, TransAid Division to inspect, manage, document and otherwise administer Federally Funded construction contracts , and also owns certain types of specialized equipment used for inspection and quality control of construction projects; and,

WHEREAS, the Entity has Federal Funds for the construction of certain Park and Ride facilities, but is not certified to administer the contracts for the construction of said facilities; and,

WHEREAS, the County, as well as the Entity will benefit from the use of County personnel, equipment and expertise in the inspection, management, documentation and administration of the Entity's Federally funded construction contracts; and,

WHEREAS, The County and the Entity have entered into an Interlocal Agreement for Reimbursable Work performed by the County in accordance with the provisions of Chapter 39.34 RCW; **Now, therefore the County and the Entity, through their respective legislative bodies, do hereby agree as follows:**

II. DETAILED SCOPE OF WORK

PURPOSE OF AGREEMENT: The purpose of this agreement is to identify the scope an extent of services to be provided by the County to the Entity for construction inspection and contract administration of the Entity's **Kingston Park & Ride Lot** construction project, herinafter identified as the "project". All terms and conditions of the above referenced Interlocal Agreement shall remain in full force and effect. The Engineering Division of the Kitsap County Public works Department, acting under their Certification of Acceptance Agreement with the Washington State Department of Transportation, shall provide all services necessary to comply with the requirements of the Federal Highway Administration and Washington State Department of Transportation for administration of the construction of the Entity's Federally Funded construction project identified herein.

STANDARDS AND REFERENCES: The County will inspect and administer the project construction in accordance with the rules, regulations and procedures as required by the Federal Highway Administration (FHWA), Washington State Department of Transportation, TransAid Division (WSDOT) and the laws of the State of Washington. In general these rules, regulations

and procedures are documented in the following publications. The latest editions of these publications shall be used:

- Standard Specifications for Road, Bridge, and Municipal Construction, 1998 English Edition, published by WSDOT and Washington State Chapter APWA.
- Local Agency Guidelines (M 36-63), Latest Revision, published by WSDOT TransAid Service Center. (LAG Manual)
- Construction Manual (M 41-01), Latest Revision, published by WSDOT Construction Office.

DETAILED RELATIONSHIPS, SERVICES AND PRODUCTS:

Project Documentation: Unless specifically noted otherwise, the County shall maintain original copies of all project documentation in the County's project files. Duplicate copies shall be transmitted to the Entity's project manager as indicated below. After the project has been completed, and has received Project Management Review, if required by WSDOT TransAid, all project documentation files maintained by the County shall be returned to the Entity.

Management Coordination: The County and Entity shall, by exchange of letters, identify the key management personnel with responsibility for the project.

Project Design: The Entity shall be solely responsible for the conceptual and physical design of the project, and the specification of all construction and materials to be incorporated into the project.

Plan Review: The County shall perform a detailed review of the Plans, Specifications and Estimates (P,S & E) for the project to the extent that the P,S & E conforms to the requirements of FHWA and WSDOT TransAid. The Entity will be provided with a written listing of all discrepancies discovered by the County during the review. The Entity shall be responsible for correcting, or causing the discrepancies to be corrected.

Contract Review: The Entity shall be responsible to ensure that the contract provisions are acceptable to the Entity's governing body, including review and acceptance by the Entity's Legal Counsel. The Entity shall provide written verification to the County that the contract documents are acceptable to the Entity, and that the County is authorized to proceed with Advertising for bids.

Environmental Review: The Entity shall be responsible for ensuring that all required environmental reviews have been completed. The Entity shall also be responsible for preparing and submitting the Local Agency Environmental Classification Summary to WSDOT TransAid for approval.

Permits: The Entity will verify that it has applied for, and received all necessary permits, and will provide copies of all permits to the County. The County will insure that all permits received from the Entity are currently in force, and will make application for time extensions of permits that have expired. The Entity shall be promptly notified in the event that an expired permit will not be renewed, or that permit conditions have changed. Entity shall be responsible for making any plan revisions necessary to comply with changed permit conditions.

Right of Way Certification: The Entity has acquired all necessary right of way for the project, and will be responsible for obtaining the Right of Way Certification from WSDOT TransAid.

Federal Aid Agreement / Fund Obligation: The Entity will be responsible for Obligating Federal Aid Construction Funds through WSDOT TransAid by executing the appropriate Local Agency Agreement and/or Supplement thereto.

Construction Authorization: The County will transmit a request for Construction Authorization to WSDOT Olympic Region TransAid along with the required number of copies of the project P,S & E. A copy of this request will be transmitted to the Entity.

Prevailing Wages, Training, Equal Employment Opportunity and Minority Business Enterprises: The County will be responsible for ensuring contractor compliance with these regulations. Compliance will be documented in accordance with the provisions of the LAG and Construction Manuals. The County will review the project P,S & E to ensure that all necessary contract provisions are included in the Contract Documents. The contractor, and all subcontractors, will be required to submit a “Notice of Intent to Pay Prevailing Wages” to the Washington State Department of Labor and Industries naming the Entity as the Contracting Agency. The approved Notice should be returned by Labor and Industries to the Entity. The Entity shall immediately notify the County if the approved Notice of Intent is not received by the Entity prior to application by the contractor for the first progress payment. Copies of the returned Notices of Intent shall be provided to the County by the Entity.

Reproduction of P,S &E: The County will be responsible for reproducing the necessary number of the Plans Specifications and Estimates for the project. A minimum of three sets of the P, S & E will be transmitted to the Entity for their records. All reproduction costs for the P,S & E will be reimbursed to the County by the Entity.

Advertisement for Bids: Once Construction Authorization is received from WSDOT TransAid, the County will notify the Entity by copy of the authorization. The Entity shall then authorize the County in writing to proceed with the advertisement for bids. Upon such authorization the County will establish a bid opening date that provides for a minimum advertisement period of three weeks from the date of the first legal publication as required by the LAG Manual. The county will also arrange for a minimum of two advertisements to be posted in the official legal publication of the Entity, as well as the Seattle Daily Journal of Commerce.

Opening and Review of Bids: The County and the Entity shall mutually agree on the place for receipt and opening of bids. All bids shall be received at the time and place specified in the bid documents and advertisements, and opened and read aloud as required by the LAG Manual. After opening and reading bids, the County shall take custody of the bids and review them for accuracy and completeness as required by the LAG Manual. The County shall also prepare a bid tabulation showing all items of work and the bid amounts for each item, the extended amounts for each item and the total amount of the bid. The bid tabulation shall also contain the Engineer's Estimate in the same manner. A copy of the bid tabulations will be transmitted to the Entity and additional copies will be made available for public inspection.

Award of Contract: Once the bids have been reviewed and tabulated and the lowest responsive bidder has been identified, the County will make a recommendation for award of the contract to the lowest responsive bidder and prepare a resolution for signature by the Entity's governing body awarding the contract to the lowest responsive bidder. The Entity shall be responsible for submitting the recommendation and resolution to their governing body for approval. The original signed resolution shall be returned to the County for inclusion in the project records. Once the executed award resolution is received by the County, the County will prepare and transmit to the successful bidder an award letter and three original copies of the agreement for signature by the successful bidder.

Execution of Contract, Performance Bond and Insurance: The County will request from the successful bidder a performance bond in the full amount of the contract and a certificate of insurance showing the Entity and the County as named co-insured. Upon receipt of the signed original agreements, satisfactory performance bond and certificate of insurance, the three original agreements signed by the successful bidder will be forwarded to the Entity for execution by their designated official. The Entity shall return two fully executed copies of the original agreement to the County. The County will include one original in the project records and return one original to the contractor. The County will also provide the Entity with copies of the Performance Bond and Certificate of Insurance.

Pre Construction Conference: At such time as the agreement has been executed, the County shall schedule a pre-construction conference. The County shall notify all affected parties of the time and place of the conference and invite each party to attend. At a minimum, the invited parties shall include: the County, Entity, Contractor, WSDOT TransAid and affected utilities. The County shall conduct the conference in accordance with LAG Manual procedures, and shall take and prepare minutes of the conference for distribution to the parties.

Notice to Proceed: At the pre-construction conference the County shall transmit to the contractor a Notice to Proceed establishing the construction start date and computed completion date.

Materials Control and Contract Documentation: During the life of the contract, the County shall be responsible for preparing and maintaining all necessary reports, documents, records and estimates in accordance with the requirements of WSDOT TransAid as set forth in the WSDOT Construction Manual as modified by the LAG Manual. And shall perform all required quality

control inspection and administrative tasks necessary to comply with WSDOT and FHWA requirements.

Construction Surveys: The County shall perform all necessary construction surveying required for completion of the project. The Entity shall be responsible for supplying the County with sufficient horizontal and vertical control points and data to orient the construction features on the project site. The County will make every effort to verify the accuracy of the control points and data received, but will not be responsible for the accuracy of the data or control points provided by the Entity or others.

Changed Conditions: Changed Conditions shall be defined as Minor and Major. Changed conditions that, in the estimation of the County, will not create additional costs, or that do not affect the engineering principles fundamental to the design shall be considered minor changes. Minor changed conditions will not be immediately reported to the Entity, but will be documented in the project records and as-built drawings.

Changed Conditions that will result in increased costs, or that require consideration and input from the responsible design engineer shall be considered major changes. The County shall immediately notify the Entity of any major changed conditions encountered during construction to obtain direction from the Entity and to arrange for design engineer input. The Entity shall ensure that they promptly respond to any situations involving major changed conditions in order to avoid delays to the project.

Change Orders: Change Orders will normally be required to address changed conditions. The County representatives with responsibility for the project shall be authorized to execute change orders on behalf of the Entity to the extent that the sum of all change orders so executed do not exceed ten percent of the original contract amount. In event that a change order will cause the ten percent limit to be exceeded, the County shall negotiate the change order with the contractor and present the negotiated change order to the Entity for authorization.

Increased / Decreased Quantities: The bid quantities shown on the proposal form for the contract are based on the engineers estimate. The actual quantities used may vary from the estimated quantities. The County shall notify the Entity of any increased quantities that exceed ten percent of the estimated quantity, and the reason for the increase. Should any item of work increase or decrease by more than twenty five percent an equatable price adjustment is required. Any such equatable price adjustment shall be made by change order. If an equatable price adjustment is required, the County shall negotiate the price adjustment, prepare the change order and forward the change order to the entity for approval. Notwithstanding the provisions identified under “Change Orders”, the County shall not be authorized to approve any change order involving an equatable price adjustment.

Progress Payments and Retainage: The County shall request that the contractor establish a monthly cut off date for pay estimates. This cut off date will normally be established on either the 5th or 20th of the month. The County shall prepare a monthly pay estimate for the contract. The pay estimate shall provide general contract information and information for each item of work regarding the BARS Work Code, contract quantity, quantity for the period, quantity to date,

monetary amount for the period and monetary amount to date. The pay estimate will be forwarded to the contractor for approval and signature, and will then be forwarded to the entity for payment. Normally, the contractor approved pay estimate will be forwarded to the Entity within ten working days of the established cut off date.

The Entity shall be solely responsible for providing timely payment to the contractor for the work performed and for withholding retainage from the payments in the amount and manner as required by Washington State Statutes governing Public Works Contracts.

Federal Aid Billings: The Entity shall be solely responsible for preparing and submitting Federal Aid progress billings to WSDOT TransAid.

Contract Completion: Upon a finding by the County that the work is physically complete, the following procedure shall be used:

- 1) The County will provide a letter to the Contractor notifying the Contractor that the work is Physically Complete, and establishing the date of Physical Completion of the work. The letter will also notify the Contractor that all obligations under the contract must be satisfied in order to make the final payment on the contract. And, that the contractor and all sub-contractors are responsible for submitting their completed “Affidavit of Wages Paid” to the Washington State Department of Labor and Industries. The County shall also send a copy of this letter to the Washington State Department of Labor and Industries and to the Entity.
- 2) Within 15 days of the notice of Physical Completion to the Contractor, the County shall notify WSDOT TransAid and arrange for final inspection by the Regional TransAid Engineer. The Entity shall be notified of the date of the final inspection and invited to attend.
- 3) Upon satisfactory final inspection, and receipt by the County of all necessary documentation from the contractor, the County will prepare the Final Pay Estimate and Final Contract Voucher for signature by the contractor, and will forward the signed original Final Pay Estimate and Final Contract Voucher to the Entity, along with a letter of Contract Completion for the Entity’s signature. The Entity shall process the final payment as described under “Progress Payments and Retainage”, and return the signed Contract Completion Letter to the County, who in turn will forward the letter to the contractor.
- 4) The County shall also forward a copy of the Completion letter to the Washington State Department of Revenue and request, on behalf of the Entity, confirmation that the contractor has paid all necessary sales tax for the project.

- 5) The Entity shall prepare and forward to its governing body a resolution accepting the project for their approval. The resolution should be acted on within 21 calendar of the date of Physical Completion unless the delay is attributable to the contractor failing to provide any necessary documentation in a timely manner. If, at the time set for action on the resolution, there are any known outstanding claims or liens for labor or material against the contract bond or retainage account, action on the resolution shall be postponed until the claims/liens are satisfied.

Upon completion of the above process, and provided that there have been no claims or liens made against Contract Bond or Retainage, the Entity shall be responsible for releasing the Contract Bond and the Retainage in the time and manner required by Washington State statutes governing Public Works Contracts. The County shall ensure as far as practical that all releases and/or affidavits from the various State Agencies are forwarded directly to the Entity. In the event that the Entity fails to receive any such releases and/or affidavit, the Entity shall notify both the County and the Agency to determine the location of the missing documents.

In the event that a claim or lien has been filed against the Contract Bond or Retainage, the County shall assist the Entity, as far as practical, with the resolution of the claim or lien.

Project Management Review: If selected by WSDOT TransAid for Project Management Review, the County shall provide representation and the project records for the TransAid Area Engineer's review. Any deficiencies in the project records identified by the review shall be corrected by the County.

Reimbursement of Costs by Entity: Entity shall reimburse County for all costs of direct and indirect labor (including fringe benefits), administration, equipment rental, engineering, materials and supplies for the Public Works performed pursuant to this agreement. The total amount of reimbursement for work covered shall be limited to an amount not exceeding ten percent of the total construction cost for the project, unless otherwise agreed to by both parties under an amendment to this agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

DATED this _____ day of _____, 1998.

KITSAP TRANSIT

By: _____

BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON

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CHRIS ENDRESEN, Chair

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CHARLOTTE GARRIDO, Commissioner

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PHIL BEST, Commissioner

ATTEST:

HOLLY ANDERSON,
Clerk of the Board