

Hood Canal Bridge - Cooperative Agreement
Kitsap Transit
GCA- 5928

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and Kitsap Transit, hereinafter "KITSAP TRANSIT."

WHEREAS, the STATE has an active construction project to improve a section of State Route 104 titled "SR104 – Hood Canal Bridge Project West Half Retrofit and East Half Replacement," hereinafter the "Project," and

WHEREAS, the STATE produced an Environmental Assessment for the Project, approved by the Federal Highway Administration on March 7th, 2002, and

WHEREAS, the conditions established in the Environmental Assessment provided for the mitigation of certain traffic impacts caused by the temporary six week closure of the Hood Canal Bridge, and

WHEREAS, the mitigation measures in the Environmental Assessment provided for: passenger only water shuttle service across Hood Canal and constructing and/or expanding the existing Port Gamble Park and Ride Lot (Port Gamble P & R), providing Express Bus Service to the greater Kitsap County area, and providing a non-fixed route Non Emergency Medical Bus Service to destinations in Kitsap County and Seattle, and

WHEREAS, the STATE does not have adequate resources, workforce or experience to address all mitigation measures identified in the Environmental Assessment, and

WHEREAS, the Parties hereto entered into an original Agreement GCA-5481 on the 23rd day of September, 2007 for KITSAP TRANSIT to provide resources, workforce and experience in support of the STATE's Project, and

WHEREAS, KITSAP TRANSIT has notified the STATE that it can no longer provide all of the services in Agreement GCA-5481, such as Express Bus Service and Non-Emergency Medical Bus Service,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

- 1.1 The Parties mutually agree that Agreement GCA-5481, executed on September 23, 2007, providing resources, workforce and experience in support of the STATE's Project, is hereby terminated as of the execution date of this Agreement.

- 1.2 It is the STATE's intent to close the Hood Canal Bridge to vehicle traffic for a period of six (6) weeks currently scheduled to start on or about May 1st, 2009 and end on or about June 30, 2009. The STATE will provide KITSAP TRANSIT two (2) weeks advance notice of the determined closure date.
- 1.3 During the closure of the bridge the STATE will provide passenger only water shuttle service in both directions across Hood Canal. The Kitsap County side of the shuttle service will be located at the Lofall Landing with a park and ride lot facility located at Port Gamble P & R. Exhibit A is a vicinity map, showing the passenger only water shuttle route, Lofall Landing, Port Gamble P & R, and the Express bus Service Routes. Exhibit B is a plan of the Lofall Landing, and Exhibit C is a plan of the Port Gamble P & R. Exhibits A, B, and C are attached hereto and by reference each are made a part of this Agreement. Passenger only water shuttles will accommodate one hundred fifty (150) passengers. The passenger only water shuttle schedule is Exhibit D, attached hereto and by reference made a part of this Agreement.
- 1.4 KITSAP TRANSIT shall, upon request from the STATE, assist the STATE in route training for STATE Charter Bus Services that will provide Express Bus Service and Non Emergency Medical Bus Service during the six (6) week closure of the Hood Canal Bridge.
- 1.5 KITSAP TRANSIT shall provide Maintenance and Operations services for the Lofall Landing and Port Gamble P & R during the six (6) week bridge closure as follows:
- 1.5.1 Provide one (1), six (6) yard dumpster and six (6) ornamental stone-type garbage receptacles at the Port Gamble P & R and two (2) ornamental stone-type garbage receptacles at the Lofall Landing. Garbage pick-up includes removal of all refuse. All garbage receptacles shall be maintained daily in a safe and sanitary condition.
- 1.5.2 The Lofall Landing and Port Gamble P & R shall be maintained free of debris and spills, including but not limited to: organic materials, paper, glass, and metal items.
- 1.5.3 KITSAP TRANSIT shall immediately notify the STATE of any apparent contaminate spill or other contaminate or hazardous condition at the Lofall Landing or the Port Gamble P & R. Contaminates include but are not limited to: gas, oil, grease, hypodermic needles, or other hazardous or apparent hazardous material. The STATE shall be responsible for determining the appropriate action to be taken regarding said contaminate or hazardous material.
- 1.5.4 Removal of graffiti.
- 1.5.5 Removal of abandoned vehicles or vehicles parked in an unsafe location in accordance with state and county regulations. The STATE shall provide and install regulatory parking signs. KITSAP TRANSIT shall provide and install towing company signage.
- 1.5.6 Provide ~~four (4)~~ ^{three (3)} portable toilet facilities for public use at the Port Gamble P & R and ~~two~~ ^{three} (3) portable toilet facilities for public use at the Lofall Landing, as well as two (2) ADA accessible portable toilet facilities, locating one (1) at each location. At least one (1) of the portable toilet facilities at each location shall have hand washers in them. These units shall be sited in accordance with the Americans with Disabilities Act for Accessibility. The portable toilets shall be maintained in a safe and sanitary condition. Maintenance of the portable toilets

shall be provided in accordance with the manufacture's suggested maintenance requirements and schedule.

1.6 KITSAP TRANSIT, upon STATE request, shall provide on-site supervisors at the Lofall Landing and the Port Gamble P & R. The duties of the supervisor shall be, at a minimum, as follows:

- Coordination of Express Bus Service with the passenger only water shuttle service.
- Ensuring a standby bus is on site to accommodate peak periods, overloads, or other unforeseen events (Port Gamble P & R supervisor only.)
- Coordination of Non Emergency Medical Bus services during hours of operation.
- Coordination with the passenger only water shuttle terminal supervisor.
- KITSAP TRANSIT shall insure that the supervisors have the equipment and ability to immediately summon emergency responders (law enforcement, fire, and EMS).

1.7 KITSAP TRANSIT shall provide for the security of the Port Gamble P & R. At a minimum, KITSAP TRANSIT agrees to provide an on-site security guard twenty-four hours a day, seven days a week during the period of the bridge closure. KITSAP TRANSIT shall insure that the security guard has the equipment and ability to immediately summon emergency responders (law enforcement, fire, and EMS).

2. REPRESENTATIVES

2.1 All contact between the Parties, for the purpose of implementing the work identified within this Agreement, shall be administered through the following representatives:

The STATE's project manager for the purposes of this Agreement is:

HCB Principal Engineer
Dave Zeigler
950 Broadway, Suite 501
Tacoma, WA 98402
Phone: (253) 305-6424
Email: ziegled@wsdot.wa.gov

The KITSAP TRANSIT representative for the purposes of this Agreement is:

John Clauson
Service Development Director
60 Washington Ave., Suite 200
Bremerton, WA 98337
Phone: (360) 478-6223
Email: johnc@kitsaptransit.com

2.2 At least two weeks prior to the closure of the Hood Canal Bridge, the STATE and KITSAP TRANSIT shall provide each other, in writing, with an, "immediate contact," name and

telephone number to be available twenty four (24) hours a day, seven (7) days a week for the purpose of immediate notification of operational issues and emergency needs.

3. PAYMENT

- 3.1 The STATE, in consideration of the faithful performance of the services to be provided by KITSAP TRANSIT, agrees to reimburse KITSAP TRANSIT for the actual direct salary and direct non-salary cost of the KITSAP TRANSIT work as described in this Agreement. In accordance with existing agreement OH-00179, the STATE shall not pay for KITSAP TRANSIT overhead.
- 3.2 The STATE agrees to make partial payments within thirty (30) days of receipt of a detailed KITSAP TRANSIT invoice to cover costs incurred. Payments are not to be made more frequently than once per month. It is agreed that any partial payment will not constitute agreement as to the appropriateness of any item and that at the time of the final billing, all required adjustments will be made and reflected in the final payment.
- 3.3 An itemized cost estimate for the services to be performed by KITSAP TRANSIT at the STATE's expense is marked Exhibit E, attached hereto and by this reference made a part of this Agreement.
- 3.4 In the event unforeseen conditions require an increase in costs exceeding 25 percent of the total cost estimate shown in Exhibit E, the Parties agree to amend this Agreement to change the scope of services or to cover the cost increases.

4. RIGHT OF ENTRY

- 4.1 The STATE hereby grants to KITSAP TRANSIT, including its agents and subagents, a right of entry upon all land which the STATE has interest for the purpose of fulfilling the services identified herein.

5. MODIFICATION

- 5.1 No modification of this Agreement is valid unless evidenced in writing by amendment or supplement to this Agreement, signed by both Parties.

6. ASSIGNMENT

- 6.1 Neither Party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other Party.

7. SEVERABILITY

- 7.1 Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

8. HOLD HARMLESS/INDEMNIFICATION

- 8.1 KITSAP TRANSIT shall protect, defend, indemnify, and hold harmless the STATE, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from services provided by KITSAP TRANSIT pursuant to the provisions of this Agreement. KITSAP TRANSIT will not be required to indemnify, defend or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE or involves those actions covered by RCW 4.24.115. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 8.2 KITSAP TRANSIT agrees that its obligations under Section 8 extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees, agents, and subagents while performing work under this Agreement while located on STATE-owned right-of-way. For this purpose, KITSAP TRANSIT, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.
- 8.3 This indemnification and waiver shall survive the termination of this Agreement.

9. DISPUTES

- 9.1 In the event that a dispute arises under this Agreement that cannot be resolved to the satisfaction of both Parties, it shall be resolved as follows: KITSAP TRANSIT and the STATE shall each appoint a member to a disputes board, these two members shall select a third member not affiliated with either Party's agency. The decision made by this board shall be final and binding on the Parties to this Agreement. Costs related to the third member will be equally shared between KITSAP TRANSIT and the STATE. The Parties shall be responsible for their own costs and fees. An unresolved dispute, between the Parties, shall in no way impact services as outlined in this Agreement. Both Parties shall perform said services to the best of the Party's ability.

10. TERMINATION

- 10.1 The STATE may terminate this Agreement, in whole or in part, immediately upon notice to KITSAP TRANSIT, or at such later date as the STATE may establish in such notice, upon the occurrence of any of the following events:
- (a) If KITSAP TRANSIT fails to provide services as called for by this Agreement within the time specified herein or any extension thereof; or
 - (b) If KITSAP TRANSIT fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from STATE, fails to correct such failures within ten (10) calendar days or such longer period as STATE may authorize; or
 - (c) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Agreement is prohibited; or
 - (d) If the STATE's project funding is withdrawn or modified; or
 - (e) If the STATE determines that the services provided for herein are no longer necessary.
- 10.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

11. VENUE

- 11.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Parties agree that each will be solely responsible for payment of their own attorneys fees, witness fees, and costs.

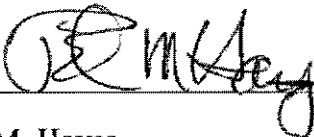
12. AUDITS AND RECORDS

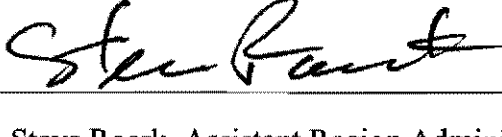
- 12.1 All KITSAP TRANSIT records in support of all costs incurred shall be maintained by KITSAP TRANSIT for a period of three (3) years from completion of the services provided under this Agreement. The state and/or federal government shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the services provided herein are subject to audit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

KITSAP TRANSIT

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: 

By: 

Richard M. Hayes,
Executive Director Kitsap Transit

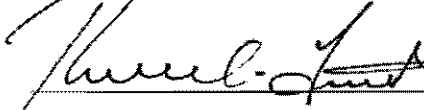
Steve Roark, Assistant Region Administrator
for Construction

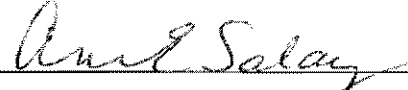
Date: _____

Date: April 21, 2009

APPROVED AS TO FORM

APPROVED AS TO FORM

By: 

By: 

KITSAP TRANSIT Attorney

Assistant Attorney General

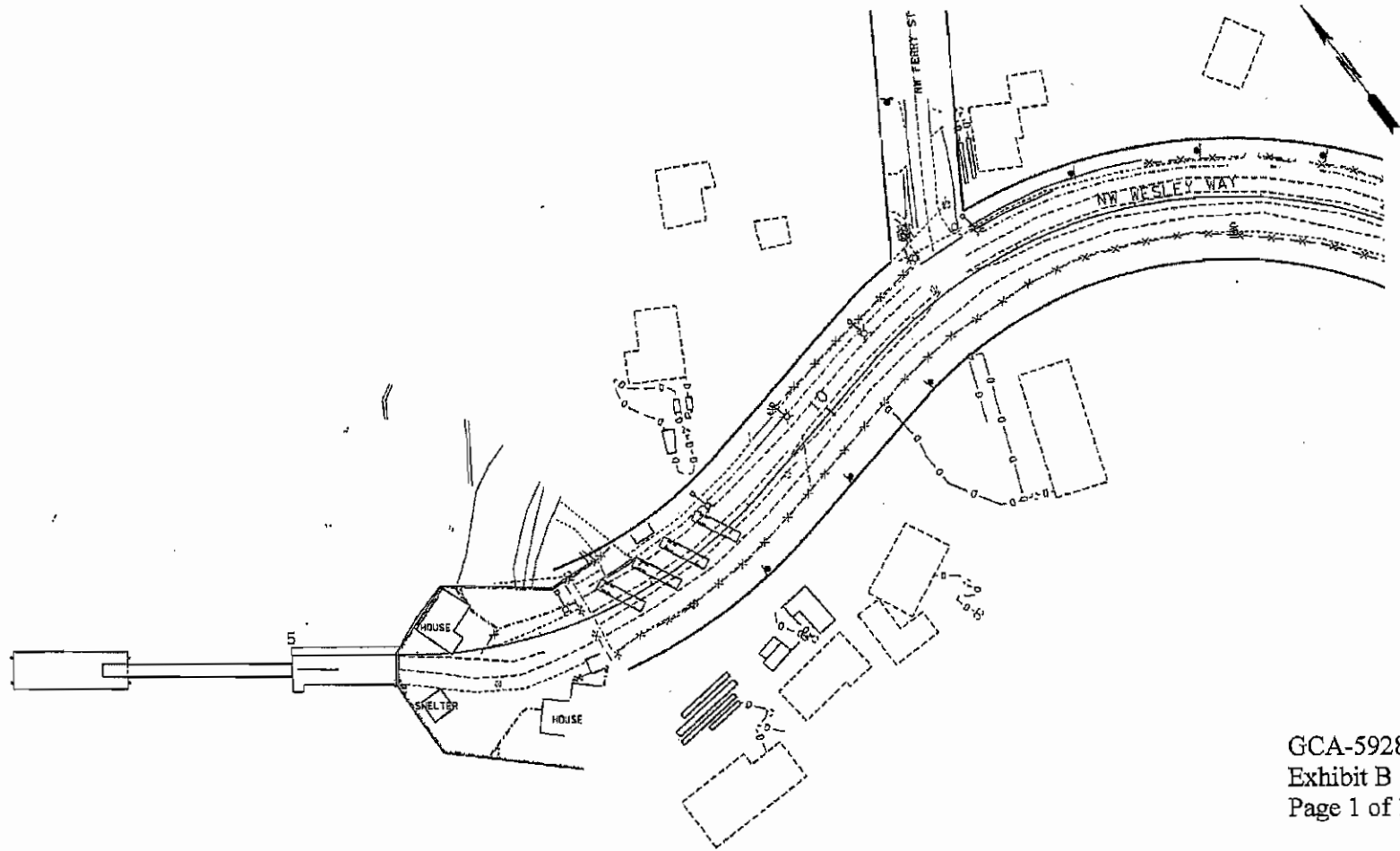
Date: 4-10-09

Date: 3-17-09

Hood Canal Bridge Project May-June 2009 Bridge Closure

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 Exhibit B
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FILE NAME G:\MUT - Closure for HCB\Design Unit\Lot\A\Plan\sheet\Level2.dgn		REGION	STATE	FED. AID PROJ. NO.	PLOT 4
TIME 1:34:34 PM	DATE 10/14/2008	10	WASH		
PLOTTED BY Stroupe		JOB NUMBER			SR 104 HOOD CANAL BRIDGE EAST HALF CLOSURE MITIGATION
DESIGNED BY		CONTRACT NO.	LEVATION NO.		
ENTERED BY					PROPOSED LUMINAIRE PLACEMENT
CHECKED BY					
PRGJ. ENGR.		REVISION	DATE	BY	SHEET OF SHEETS
REGIONAL ADM.					



P.C. STAMP BOX DATE P.C. STAMP BOX DATE

Previously proposed Water Shuttle Dock is no longer a part of this project.



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Exhibit D
Water Shuttle Daily Schedule

Leave Lofall Landing:		Leave Southpoint Landing:	
Time	Boat No.	Time	Boat No.
4:00	1	4:30	1
5:00	1	5:30	1
5:30	2	6:00	2
6:00	1	6:30	1
6:30	2	7:00	2
7:00	1	7:30	1
7:30	2	8:00	2
8:00	1	8:30	1
8:30	2	9:00	2
9:00	1	9:30	1
9:30	2	10:00	2
10:00	1	10:30	1
10:30	2	11:00	2
11:00	1	11:30	1
11:30	2	Noon	2
Noon	1	12:30	1
12:30	2	1:00	2
1:00	1	1:30	1
1:30	2	2:00	2
2:00	1	2:30	1
2:30	2	3:00	2
3:00	1	3:30	1
3:30	2	4:00	2
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4:40	1	5:00	1
5:00	2	5:20	2
5:20	1	5:40	1
5:40	2	6:00	2
6:00	1	6:20	1
6:20	2	6:40	2
6:40	1	7:00	1
7:00	2	7:30	2
7:30	1	8:00	1
8:00	2	8:30	2
8:30	1	8:55	1
9:00	2	9:30	2
10:00	1	10:30	1

Bold indicates PM

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Exhibit E
Cost Estimate

Assumes most likely scenario of a six week closure.

Park & Ride Lot Maintenance and Operations	\$29,500
24/7 facility security	
Facilities assistant	
One 6 yard dumpster emptied twice per week	
6 ornamental stone type garbage cans emptied daily	
3 portable toilets	
1 ADA portable toilet	
Lofall Landing Maintenance and Operations	\$20,000
2 ornamental stone type garbage cans emptied daily	
1 ADA portable toilet	
Lofall Landing and Port Gamble Supervision	\$30,000
Facility supervisors	
Charter Bus Route Training	\$25,000
TOTAL (2009 dollars)	\$104,500