

INTERAGENCY AGREEMENT

between

THE DEPARTMENT OF ENTERPRISE SERVICES

and

**SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA
CORPORATION**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the State of Washington, Department of Enterprise Services, Engineering and Architectural Services, hereinafter referred to as "DES" and Snohomish County Public Transportation Benefit Area Corporation, a Municipal Corporation, hereinafter referred to as "AGENCY".

Pursuant to House Bill 1197, DES shall provide to Community Transit access to DES' Job Order Contracts (JOC). Furthermore, DES shall offer Project Management (PM) services for each Work Order if requested by Community Transit.

Now, therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree to follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement.

- a. If requested, DES shall provide the following PM services for JOC Work Orders:
 - Utilize Department of Enterprise Services' Job Order Contract (JOC) to engage contractor for design, permitting and construction.
 - All JOC Administration.
 - Coordinate, manage and schedule project activities/work as required.
 - Verify JOC contractor invoices for accuracy before forwarding to Community Transit for payment.
 - Attend regular construction progress meetings as needed.
- b. If PM services are not requested, then Community Transit shall have access to DES' JOCs with DES providing all JOC Contract Administration services through its Engineering and Architectural Services section (E&AS). Community Transit is responsible to:
 - Engage contractor for design, permitting and construction.
 - Administer JOC on project work site.
 - Coordinate, manage and schedule project activities/work as required.
 - Verify JOC contractor invoices for accuracy before payment.
 - Attend regular construction progress meetings as needed.
 - Provide all necessary documentation to E&AS for close-out process.

c. Managing Compliance with State and Federal Law

- E&AS will require compliance with applicable state and federal statutes and requirements and state policies in all project agreements and contracts including, but not limited to the following:
 - a. RCW Title 39 and 43
 - b. ADA Requirements
 - c. Buy America
 - d. Davis-Bacon
 - e. Prevailing Wage
 - f. DBE Participation
 - g. Apprentice Participation
- All monitoring of documentation required by the funding source shall remain the responsibility of the AGENCY. E&AS will collect and provide the weekly certified payroll to the AGENCY.

All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (AGENCY) unless negotiated by DES and added by Amendment to this Agreement. When DES becomes aware of a possible violation, it will notify the AGENCY.

All JOC contract activity shall be communicated and written through your assigned EAS Contracts Specialist, Laura Haima at (360) 407-9362 or e-mail at laura.haima@des.wa.gov. A formal request for each JOC Work Order shall be in the form of an Amendment to this Agreement. There is no minimum amount of work guaranteed by this Agreement. Community Transit will comply with all the provisions under RCW 39.10 which govern JOC.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence on November 1, 2017 and be completed on **December 31, 2020** unless terminated sooner or extended, as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment for each authorized Work Order. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under this Agreement, Community Transit shall pay DES a Project Management Fee based on the total Work Order value plus the JOC

Contract Administration fee. The Project Management Fees listed below do not include public works advertisement, etc. These types of costs will be submitted to the Community Transit for direct payment.

Project Size	Project Manager	Contract Administration
5,000 to 49,999	8.00%	2% or not less than \$625
50,000 to 99,999	6.50%	2% or not less than \$625
100,000 to 199,999	4.50%	2% or not less than \$625
200,000 to 350,000	4.00%	2% or not less than \$625

If PM services are not requested, then Community Transit shall only pay DES a JOC Administration fee for each Work Order.

Compensation for services provided by the JOC contractor shall be paid directly to the JOC contractor by Community Transit, after DES has reviewed, approved and sent the invoices to Community Transit for payment.

5. Billing Procedure

DES shall submit a single invoice to Community Transit upon completion of each authorized project, unless a project specifies a Special Billing Condition in the Amendment. Each invoice will indicate clearly that it is for the services rendered in performance of this Agreement and reflect the Agreement and Amendment number.

DES shall invoice for any remaining services within 60 days of the termination of this Agreement.

The invoices shall be forwarded to the following:

Marlene Anglemyer
PO BOX 41476 | 1500 Jefferson Street Southeast
Olympia WA 98504
(360) 407-8023
Marlene.anglemyer@des.wa.gov

6. Payment Procedure

Community Transit shall pay all invoices received from DES within 30 days of receipt of properly executed invoice.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 UC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended.

8. Records Maintenance

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

9. Contract Management

- a) Community Transit representative on this Agreement shall be:

Kunjan Dayal
Procurement and Contracts Manager
7100 Hardeson Road
Everett, WA 98203
(425) 348-2308
Kunjan.Dayal@commtrans.org

Kunjan Dayal will be the contact person for all Community Transit communications regarding the conduct of work under this Agreement.

- b) DES representative on this Agreement shall be:

Roland Orr
Contracts Manager
Department of Enterprise Services, E&AS
PO Box 41476
Olympia, Washington 98504-1476
(360) 407-9361
roland.orr@des.wa.gov

DES' representative shall be the contact person for all communications regarding conduct of work under this Agreement. DES' representative shall be responsible for monitoring the performance of this Agreement, fulfilling DES' responsibilities as addressed herein.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

Community Transit and DES may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Community Transit and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. Funding

If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, Community Transit or DES may terminate the contract under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

14. Disputes

In the event a dispute arises under this Agreement, a dispute board shall be created jointly by DES and Community Transit to resolve the dispute. The Dispute Board shall be created in the following manner: Community Transit shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. Both executives shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless one of the parties requests intervention by the Governor as provided by RCW 43.17.330.

15. Order of Precedence

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable state and federal statutes and rules;
- b) Terms and Conditions;
- c) Statement of Work, and
- d) Any other provisions of the Agreement, including materials incorporated by reference.

16. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Community Transit

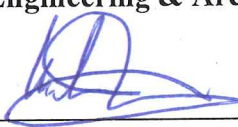


Emmett Heath
Chief Executive Officer

10-5-17

Date

**Department of Enterprise Services
Engineering & Architectural Services**



William J. Frare, P.E.
Assistant Director

10-10-17

Date

IAA JOC