

COOPERATIVE AGREEMENT
Between the
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And the
NORTHWEST STRAITS MARINE CONSERVATION FOUNDATION

Parks# IA 911-376

THIS AGREEMENT is made and entered into by and between The Washington State Parks and Recreation Commission, herein after referred to as Commission, and the Northwest Straits Marine Conservation Foundation, hereinafter referred to as the Foundation.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Foundation, and Commission agree as follows:

The Northwest Straits Marine Conservation Foundation (Foundation) in collaboration with the Island County Marine Resources Committee (MRC) has received a grant (Project #10-1716) from the Salmon Recovery Funding Board (SRFB) administered by the Recreation Conservation Office (RCO) to complete shoreline restoration at Cornet Bay Marine Area of Deception Pass State Park.

As the land owner, Washington State Parks and Recreation Commission (Commission) will provide the following services necessary to complete the project: manage the project in coordination with project partners, review designs provided by Foundation, coordinate the regulatory permitting process, prepare construction documents, coordinate and facilitate bidding, and provide construction administration through project closeout. The scope of work details the services to be provided to Foundation.

SCOPE OF WORK

1. Project Management

Services consisting of project administrative functions throughout project including coordination, consultation, conferences, communications, and progress reports.

2. Permitting Coordination

Research and determination of critical applicable regulations. Preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.

Coordination and management of archaeology consultation and management of on-site monitoring during construction. On-site monitoring services are not included.

3. Construction Document Services

Final drawing formatting and preparation to meet requirements of State Parks bidding process based on the project civil/ site construction plans provided by Foundation.

Preparation of bidding documents, Conditions of the Contract, coordination of technical specifications prepared by Foundation, and compilation of project manual.

4. Bidding

During the Bidding Phase, the Commission shall provide the services necessary for obtaining bids and awarding and preparing contracts for construction to include:

Addenda

Services consisting of technical support of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.

Bidding

Services consisting of participation in pre-bid conference, responses to questions from bidders, and clarification or interpretations of the bidding documents.

Analysis of Substitutions

Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.

Bid Evaluation

Services consisting of review of bids and alternates if applicable.

Contract Award

Services consisting of preparing and issuing contract to responsible bidder in accordance with State Parks contracting policies and procedures.

5. Construction Administration

The Commission shall provide the services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction including:

Disciplines Coordination

Coordination between the work of engineering and other involved consultants for the project.

Document Checking

Reviewing and checking of documents (required submittals) prepared for the project.

Permitting Authority Consulting

Services relating to applicable laws, statutes, regulations and codes of regulating entities during construction of the project.

Construction Administration

Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to contractor and field representatives as required. Maintenance of master file of submittals and related communications.

Construction Field Observation

Services consisting of visits to the site at intervals appropriate to the stage of construction, at project milestones, and as otherwise agreed to become familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. Commission to chair project meetings. Site meetings to be generally scheduled at weekly intervals with other site visits as required.

Documents

Services consisting of preparation, reproduction, and distribution of clarifying documents and interpretations in response to requests for clarification by contractors or others. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified. Review and processing of change order proposals Review and recommend changes in time, cost or work for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work, time and cost.

Scheduling

Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to Foundation.

Cost Accounting

Services consisting evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed

Project Closeout

Services initiated upon notice from the contractor that the work is complete, in accordance with the contract documents, to permit occupancy, (or utilization for the use for) which it is intended, and consisting of a detailed inspection for conformity of the work to the contract documents, issuance of certificate of substantial completion, issuance of a list of remaining work required (punch list), final inspections, receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds, permits, and issuance of final certificate for payment.

Record Documents (As-Builts)

Services consisting of receiving and reviewing the contractors marked-up field records. Transferring the Contractor's records to AutoCAD and distributing to appropriate recipients.

O&M Manuals

Services consisting of reviewing and approving Maintenance Manuals provided by the contractor.

Deliverables by Task Number

1. Project Management
 - Project updates, correspondence and other necessary communication with Foundation.
2. Permitting Coordination
 - Copies of all permitting documents submitted to the permitting authorities.
 - Copies of all permit related correspondence.
3. Construction Documents
 - Bid Documents (drawings and specifications).
4. Bidding
 - Supplementary drawings and specifications and reports as needed.
 - Bid tabulations and bidder evaluations.
5. Construction Administration
 - Copy of public works contract documents.
 - Meeting reports along with construction progress photographs.
 - Copies of all Contractor deliverables including change process documentation.
 - Copies of all correspondence with Contractor and other project-related entities.
 - Samples and other submittals requiring approval or choice.

BUDGET

Value of Total Work to be Completed (by task):

1. Project Management	\$10,000
2. Permitting Coordination	\$ 7,000
3. Construction Documents	\$ 4,000
4. Bidding	\$ 1,000
5. <u>Construction Administration</u>	<u>\$10,000</u>
Total value of this agreement	\$32,000

TERM

Subject to the other provisions hereof, the term of this Agreement shall commence on the date of execution last shown below, and it shall expire on December 31, 2012, unless otherwise modified in writing signed by both parties.

PURPOSE

The purpose of this Agreement is to formalize a cooperative relationship between Commission and Foundation including cooperative research, education, demonstration, and community service projects.

MANAGEMENT COORDINATION

The parties understand and agree that in order to establish and maintain a high level of coordination, communication will be required between each party to this Agreement. It is further agreed and understood that the Agreement Managers below shall thoroughly communicate concerning all aspects of the project on a regular basis.

Northwest Straits Foundation – Joan Drinkwin, Programs Director, will serve as the point of contact (360) 733-1725, drinkwin@nwstraits.org

Northwest Straits Foundation – Ginny Broadhurst, Director, will serve as the administrator (360) 428-1085, broadhurst@nwstraits.org

The Agreement Manager for Commission is Derek Gustafson, Planner, phone (360) 755-5262, derek.gustafson@parks.wa.gov.

TERMINATION CLAUSE

This Agreement shall terminate at the end of the original or any renewed term specified herein; at any time upon the mutual written agreement of the parties; or, upon sixty (60) days written notice by any party to the others for any reason.

INDEMNIFICATION

Commission and Foundation are responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

ALTERATIONS, AMENDMENTS, AND ASSIGNMENTS

This Agreement may be amended by mutual written agreement of the parties hereto. This Agreement may not be assigned in whole or in part without the prior written approval of the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority of the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to such laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, or between its terms and the terms and conditions of any underlying funding contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes and rules;
- Statements of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

SEVERABILITY

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.

COMPLETE EXPRESSION

This Agreement, and any written attachments or amendments thereto, constitutes the complete contractual expression of the parties and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**NORTHWEST STRAITS MARINE
CONSERVATION FOUNDATION**

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

By _____

By _____

Title _____

Title Director – Admin, Finance & Tech

Date _____

Date _____

Approval as to Form:
Michael Ferguson/s/
Assistant Attorney General
August 2009