



60 Washington Ave, Suite 200  
Bremerton, WA 98337  
Ph: 360-479-6960

## REQUEST FOR QUALIFICATIONS

### GATEWAY CENTER TRANSIT ORIENTED DEVELOPMENT FEASIBILITY STUDY PROJECT

**RFQ KT # 21-741**

**December 27, 2021**

**Proposals are due January 11, 2022; 2:00 P.M.**

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252.42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, of the Secretary, Part 21, nondiscrimination in federally assisted programs of the DOT issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Kitsap Transit reserves the right to reject any and all Proposals without cause and to waive any informalities or irregularities.

**Grant Funded:**



**Federal Transit Administration**



## **Bidder's Checklist**

Solicitation Number: KT 21-741
Solicitation Name: Gateway Center Transit Oriented Development Feasibility Study
Due Date and Time: January 11, 2022 @ 2:00 PM via Email

The following checklist is provided as a guide to all documents and exhibits that **MUST** be submitted with your Bid to be considered responsive and complete. Failure to provide **ANY** of these documents could render your Bid nonresponsive and may cause it to be rejected.

Letter of Transmittal	
Firms Background	
Project Approach and Methodology with Schedule	
Technical Capacity	
Past Experience (3)	
Key Personnel	
Exhibit A: Bidder's Affidavit	
Exhibit B: Acknowledgement of Federal Clause and Certifications	
Exhibit B: Lobbying Certification	

I, the below signee, have reviewed this checklist and have provided all of the requested documents. I understand that failure to provide the requested documents could render my Bid non-responsive and may cause its rejection.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

## **Section 1: Announcement**

**Advertisement Post Date: December 27, 2021**

Kitsap Sun; Kitsap Transit Website: [www.kitsaptransit.com](http://www.kitsaptransit.com); OMWBE;

---

### **Request for Qualifications**

#### **KT # 21-741 Gateway Center Transit Oriented Development Feasibility Study Project**

**Scope of Work:** Kitsap Transit (KT) is soliciting proposals from qualified Consultants to provide professional services necessary to determine the feasibility for mixed use and the type of housing options on the site in conjunction with a bus storage facility and park and ride. The Consultant will also determine other uses for the site if housing is not feasible.

**Bidding Documents:** Plans, specifications and addenda for this project are available on-line through Kitsap Transit's Website [www.kitsaptransit.com](http://www.kitsaptransit.com) or by emailing Patrick Rogers at [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com).

**Pre-Proposal Meeting:** A Pre-Proposal conference is not being offered.

**Questions and Request for Clarifications:** All questions, requests for information, and Pre-Bid material substitutions, must be submitted in writing and received by **5:00 PM January 4, 2022** at: [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com).

**Plan Holder's List:** Email Patrick Rogers at [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com) to have your firm added to the Plan Holder's List to automatically receive updates, addenda and other project information.

**Time for Completion:** It is anticipated that the Contractor shall work diligently on the completion of the scope of work. Proposals should reflect a start date of February 14, 2022. The project schedule presented in the Consultant's Proposal shall be used to determine adequate progress. No work shall begin on this Contract until a receipt of the Notice to Proceed. Contractors beginning Work before the Notice is received, do so at their own risk.

**Proposal Due Date:** Proposals will be received **via email at**, [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com) until **2:00 PM on January 11, 2022**. When the official clock reads 2:00:01 PM, Proposals are considered late and will not be considered for award.

**Anticipated Procurement Schedule:** The activities and dates listed below represent the anticipated procurement schedule. Kitsap Transit will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates preceded by an asterisk (\*) are estimated.

<b>Activity</b>	<b>Date and Time</b>
Request for Qualifications Released	December 27, 2021
Request for Clarification/Substitutions Due	5:00 PM January 4, 2022
Proposal Due Date	<b>2:00 PM January 11, 2022</b>
Board Award Date	*February 1, 2022

Notice to Proceed Issued	*February 14, 2022
--------------------------	--------------------

**EQUAL OPPORTUNITY:** It is Kitsap Transit’s policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Proposals.

**End of Section 1**



## **Section 2: Introduction and Instructions to Proposers**

### **2.1 Introduction:**

Kitsap Transit received a grant through the Puget Sound Regional Council to study the future use of the Gateway Center property in Bremerton. The grant is funded through the Federal Surface Transportation Block Grant Program (STBG). The present site is a former shopping center with an active Kitsap Transit park and ride, office, a day care and meeting spaces. Kitsap Transit is requesting feasibility and public outreach study for a possible mixed use facility at the site featuring a bus storage facility along with residential and/or commercial uses.

The Gateway Center is located in a designated City of Bremerton Local Center making it a prime location for a future Transit Oriented Development. The existing Gateway Center, located at 2526 6th Ave., Bremerton WA, is currently owned by Kitsap Transit as a park and ride serving the Bremerton Transportation Center connecting to Seattle bound ferry services. The project will analyze and determine the feasibility of a future Transit Oriented Development and/or other potential joint development opportunities on this site to create a mixed use facility according to the *Charleston Areawide Planning Study* for the Charleston Local Center.

Attached to this scope of work is the Washington State Department of Ecology Voluntary Cleanup Program letter for the property. The letter addresses the voluntary cleanup work that Kitsap Transit is performing at the former dry cleaner. Kitsap Transit anticipates that the Washington State Department of Ecology will issue a notice of acceptance of site cleanup in early to mid-2022.

Interested parties are encouraged to submit a Proposal in accordance with the requirements set forth in the **RFQ NO LATER THAN 2:00 p.m., January 11, 2022**. When the official clock reads 2:00:01 PM, submissions are considered late and will not be considered.

Proposers must be fully insured and registered to conduct business in the State of Washington prior to Contract execution date and licensed for business in their state of residence. Policies of insurance, as outlined in the RFQ shall be obtained and kept in force for the duration of the Contract.

By submitting a Proposal in response to this solicitation, Proposers agree to be bound by all legal requirements and contract terms and conditions contained in this RFQ. Failure to include any of the requested information, properly completed forms, and/or documents may be cause for immediate rejection of the proposal.

Except as otherwise provided for herein, Proposals that are incomplete or that are conditioned in any way or contain erasures, alterations, or items not called for in the proposal or that are not in conformance with the law, may be rejected as non-responsive.

Kitsap Transit reserves the right to accept or reject any and all submitted proposals, portions or parts thereof; to waive informalities and minor irregularities in proposals; to decline award based on available funding for the Contract; and to award in whole or in part to the most "highly qualified" and responsible Proposer.

In consideration for Kitsap Transit's review and evaluation of its proposal, the Proposer waives and releases any claims against Kitsap Transit arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation of proposals submitted in response to this solicitation.

If Kitsap Transit determines that collusion has occurred among Proposers, none of the proposals of the participants in such collusion will be considered; Kitsap Transit's determination shall be final.

Kitsap Transit may obtain clarification of any point in submitted proposals or request additional information, if necessary, to properly evaluate proposals. Proposers must be prepared to present necessary evidence of experience, ability, service facilities and financial standing to satisfactorily meet the requirements set forth or implied in the Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.

This RFQ provides details on what is required when submitting a Proposal for this Work, how Kitsap Transit will evaluate the Proposals, and what will be required of the Consultant in performing the Work. This RFQ also gives the estimated dates for the various events in the submission process. While these dates are subject to change, prospective Proposers must be prepared to meet them as they currently stand.

Other sections of the RFQ will cover general submission instructions, project overview, proposal schedule, consultant qualifications and experience, evaluation criteria, and contract terms.

Kitsap Transit shall use qualifications-based competitive proposal procedures (i.e., Brooks Act procedures) when contracting for A&E services as defined in 40 U.S.C. Section 1102 and U.S.C. Section 5325(d). Services subject to this requirement are program management, construction management, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

## **2.2 Definitions:**

**Addenda:** A written or graphic document issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

**Contract:** The written agreement between Kitsap Transit and the Contractor. The Contract includes, Contract Agreement, these solicitation documents, any and all Addenda issued, various certifications and affidavits, Proposers submitted Proposal and agreed upon Cost Proposal.

**Contractor:** means the Successful Bidder who is awarded the Contract and has subsequently executed the Contract with Kitsap Transit.

**Cost Proposal:** A document requested from the “most highly” qualified Proposer outlining the hourly rates, Overhead, G&A and profit to complete the scope of work

**Proposal:** The offer of a Proposer in response to this RFQ

**Proposer:** means a person, firm or corporation that has made an offer in response to the RFQ

**Solicitation Documents:** means the solicitation in its entirety

**RFQ:** is an abbreviation meaning Request for Qualifications.

**Subcontractor:** An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

**Successful Bidder:** means the “most highly” qualified Proposer that provides a “fair and reasonable” Cost Proposal

## **2.3 Basis for Contract Negotiations:**

This RFQ, the Proposers submission and the subsequent Cost Proposal shall be used for Contract Negotiations

## **2.4 Proposal Due Date:**

Proposals must be received via email NO LATER THAN **2:00 P.M.** on **January 11, 2022** at: [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com) . Late proposals will be rejected.

Kitsap Transit may refuse to consider a Proposer who it determines to have an unsatisfactory record of performance and/or integrity in connection with the proposal/bidding or performance phase of any previous contract.

Proposals will not be publicly opened and the information contained in all proposals will be kept strictly confidential until a Contract is fully executed.

## **2.5 Requests for Information (RFI), Communications and Addenda:**

Proposers who seek to obtain information, clarification, or interpretations from contacts other than the Kitsap Transit Purchasing Coordinator are advised that such material is used at the Proposer's own risk. Kitsap Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. This process will be the only opportunity for Proposers to ask questions. Kitsap Transit staff will not answer questions regarding this RFQ verbally. All questions must be submitted in writing via email.

To be given consideration, any and all communications requesting information, material substitutions, clarifications, and inquiries concerning this solicitation must be submitted in writing and received NO LATER THAN **5:00 P.M.** on **January 4, 2022** to be considered in an Addendum.

## **2.6 Plan Holders List:**

All prospective Proposers are required to register as "Plan Holders" to receive addenda or clarifications regarding the solicitation. It is recommended that Proposers notify Patrick Rogers of their intent to submit a proposal and register with Kitsap Transit's Plan Holders List in order to receive electronic notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on Kitsap Transit's website at: <http://www.kitsaptransit.com/agencyinformation/procurement> during the Proposal period and before submitting your Proposal.

## **2.7 Review of Documents:**

Proposers should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and submitted to Patrick Rogers at [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com) by **January 4, 2022, 5:00 PM**. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of Kitsap Transit, in writing at least five days before the time set for opening.

Submitted Proposals shall be conclusive evidence to Kitsap Transit that the Proposer has thoroughly examined and understands all requirements of the solicitation and the Work to complete the Contract. The failure or neglect of a Proposer to receive or examine any solicitation document or any part thereof, work site, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from the

obligations with respect to its Proposal or to the Contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge thereof.

## **2.8 Right of Rejection:**

Proposers must comply with all of the terms of the RFQ, and all applicable local, state, and Federal laws and regulations. Kitsap Transit may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFQ.

Minor informalities, that do not affect responsiveness, that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFQ; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision may be waived by Kitsap Transit.

Kitsap Transit reserves the right to refrain from making an award if it determines that to be in its best interest of the agency or if funding becomes unavailable.

## **2.9 Cancellation or Extension:**

Kitsap Transit reserves the right to cancel this solicitation or extend the Proposal Due Date and time, by written Addendum, at any time *prior to* the set Proposal Due Date and time, or in the event only a single proposal or no proposals are received. If a Proposer pursues a protest or a request for reconsideration, its proposal is deemed extended until Kitsap Transit executes the Contract, or until the protest or request for reconsideration is withdrawn by the Proposer.

## **2.10 Modification:**

Proposers will not be allowed to alter proposals *after* the Proposal Due Date and time. Submitted proposals may only be changed if a written request is received by Kitsap Transit *before* the set Proposal Due Date and time. Such requests must be signed by an individual authorized to submit proposals on behalf of the firm. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal. Nothing in this section shall be construed to permit the Proposer to alter its Proposal *after* it has been submitted pursuant to the terms of this solicitation.

## **2.11 Withdrawal:**

Proposers will not be allowed to withdraw proposals *after* the Proposal Due Date and time unless the award is delayed for a period exceeding ninety (90) days. Any Proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide Kitsap Transit the services described herein, or until one or more of the proposals have been approved by Kitsap Transit, whichever occurs first.

## **2.12 Disclosure of Proposal Contents:**

By submitting a proposal, the Proposer has thereby agreed to the provision of Washington State public disclosure laws RCW Chapter 42.56, Kitsap Transit will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by Kitsap Transit *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.

If a Proposer considers portions of its proposal to be protected under Washington State law, the Proposer shall clearly identify and mark such portions as “CONFIDENTIAL” or “PROPRIETARY” and submit such portions in a sealed envelope separate from the rest of the proposal. It is not usually reasonable or legally defensible to mark an entire proposal as “confidential” or “proprietary”. Marking the entire proposal as such will not be honored and the proposal may be rejected as non-responsive. Kitsap Transit shall not release or divulge such information to third parties without the consent of the Proposer, unless required to do so by applicable law or order of a court of competent jurisdiction. If a member of the public demands to review portions of a proposal marked “Confidential”, Kitsap Transit will notify the affected Proposer of the request and the date that such records will be released unless the Proposer obtains a court order enjoining that disclosure.

It will be the responsibility of the Proposer to protect the confidentiality of any information submitted in the Proposal and the Proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the Proposer has not commenced such action within five (5) calendar days after receipt of the notice, KITSAP TRANSIT will make the requested portions available to the Requestor. The Proposer, asserting that portions of its proposal are legally protected, will assume all liability and responsibility for any information declared confidential and shall defend and hold KITSAP TRANSIT harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. KITSAP TRANSIT assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.

After the Proposal due date and until a Contract is awarded, no information will be discussed with the competitors or anyone outside the Evaluation Committee. No Proposer or other member of the public will be told of the rankings among Proposers, nor the number of firms within the competitive range. Proposers will only be told that their proposal was ranked within the competitive range. Names of firms, cost data, or other information from Proposers submitted in response to this RFQ shall remain strictly confidential until after contract award.

#### **2.13      Non-Collusion Affidavits:**

Proposer shall submit, with its Proposal, an affidavit (EXHIBIT A) stating that neither Proposer nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract that will result from this RFQ, and further agrees that no such money or consideration will be hereafter paid.

#### **2.14      Conflicts of Interest**

- a. **Current and Former Employees:** KITSAP TRANSIT seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former KITSAP TRANSIT employees in transactions with KITSAP TRANSIT. Consistent with this policy, no current or former KITSAP TRANSIT employee may contract with, influence, advocate, advise, or consult with a third party about a KITSAP TRANSIT transaction, or assist with preparation of bids submitted to KITSAP TRANSIT while employed by KITSAP TRANSIT or after leaving KITSAP TRANSIT's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a KITSAP TRANSIT employee.
- b. **Organizational Conflicts of Interest:** An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a contractor or subcontractor is unable, or potentially unable, to render impartial assistance or advice to KITSAP TRANSIT; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage. KITSAP TRANSIT will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, KITSAP TRANSIT may prohibit the

contractor and any of its subcontractors from participating in such related procurements/projects.

## **2.15      Subcontractors:**

Any Subcontractors and outside associates or consulting firms or individuals, including any substitutions thereof, required by the Contractor in connection with work to be provided under this Contract will be subject to prior authorization by Kitsap Transit. Each subcontract and a cost summary, therefore, shall be subject to review by Kitsap Transit prior to the Subcontractor proceeding with the work. The Contractor shall be responsible for the professional standards, performance, and actions of all persons and firms performing subcontract work. The Contractor shall be responsible for the completion and submission of any federally required forms that may be required of the Subcontractor. The Contractor, at the request and direction of Kitsap Transit, will provide copies of any written agreements showing their contractual relationship.

A Proposer's failure to provide this information, within the time set, may cause Kitsap Transit to consider their proposal non-responsive and reject the proposal.

The substitution of one subcontractor for another must be approved, in writing from Kitsap Transit, before the substitution is made.

## **2.16      Personnel:**

In submitting their proposals, Proposers are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident or other unforeseeable events of a similar nature. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the service provider, under his or her sole discretion, and not employees or agents of Kitsap Transit.

## **2.17      Debarment and Suspended**

Contractor must not be debarred or suspended in order to conduct business with Kitsap Transit. Upon the Proposal Due Date and for the full duration of the Contract, the Contractor will not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency or from bidding on any public contract; and shall not be presently indicted for, or otherwise criminally or civilly charged by, a governmental entity (federal, State or local) with commission of any of the offenses enumerated in below.

Within a three (3) year period preceding this proposal, Contractor shall not have been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract; Violation of federal or State anti-trust statutes; Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; or had one or more public transactions (federal, State or local) terminated for cause or default. If it is later determined that the Contractor knowingly rendered an erroneous certification under the Affidavit submitted with its proposal, or failed to notify Kitsap Transit immediately of circumstances which made the original certification no longer valid, Kitsap Transit may immediately terminate the Contract.

## **2.18      Disadvantaged Business Enterprise Goal:**

The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a "level playing field" for ready, willing and able DBEs seeking to participate in federally-assisted contracts. Kitsap

Transit's DBE goal for federal fiscal year 2021 is 2.93%, the full text of which may be found at <http://www.kitsaptransit.com/agency-information/procurement>.

**2.19      Title VI:**

It is the policy of Kitsap Transit to assure that no person shall, on the grounds of race, color, national origin and sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. See <http://www.kitsaptransit.com/uploads/pdf/projects/executedtitleviJune2011.pdf> for the full text of the above Civil Rights statements.

**2.20      Discussions with Proposers:**

Kitsap Transit may conduct discussions with proposers for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFQ and proposal. If modifications are made as a result of these discussions, they will be put in writing.

**2.21      Evaluation of Proposals:**

An evaluation committee made up of Kitsap Transit staff, their designees, and/or subject matter experts will evaluate all responsive proposals. The evaluation will be based solely on the evaluation criteria set out in this RFQ. Proposals will be evaluated on the merits of the information provided not in comparison to other proposals received.

**2.22      Contract Type:**

It is anticipated that the contract resulting from this solicitation will be a firm-fixed price agreement, based on the successful proposer's Cost Proposal. The final fixed price of the contract may or may not reflect price negotiation between Kitsap Transit and the successful proposer.

**2.23      Contract Documents:**

The successful Proposer will receive an award package from KITSAP TRANSIT that includes the Final Award Notice, two original duplicates of the Contract for signature, and other documents as required. Contractor must immediately sign and return all requested documents to KITSAP TRANSIT within ten (10) calendar days, unless indicated otherwise, or KITSAP TRANSIT may utilize their right to cancel the award and go to the next highest scoring Proposer. Proposers should already have preparations in place to notify their insurance broker and/or bonding agent to immediately obtain the required documents. *A sample contract for services is provided to inform submitters of the expected terms and conditions required by Kitsap Transit. The contract is provided for information and Proposer should note any exception to the Contract language in their Proposal.*

**2.24      Failure to Execute Contract:**

Should the awarded Contractor fail to execute the Contract within ten (10) days from the Final Award Notice date, KITSAP TRANSIT may withdraw the award and present the award to the next highest scoring Proposer. Should events give rise to this instance, the Proposer failing to execute a contract may be removed from KITSAP TRANSIT's bid list for any future contracting opportunities.

**2.25      Defective Materials or Services:**

When and as often as KITSAP TRANSIT determines that the products or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, KITSAP TRANSIT may give written notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply KITSAP TRANSIT with a written detailed plan of action that indicates the time and methods needed to bring the products or services within acceptable limits under the Contract. KITSAP TRANSIT may reject or accept this plan at its discretion.

In the event this plan is rejected or the defect has not been remedied within thirty (30) days of Contractor's receipt of notice, the products or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. KITSAP TRANSIT, in its sole discretion, may purchase a replacement from another source and charge-back the cost for such warranty replacement to the Contractor. This procedure to remedy defects is not intended to limit or preclude any other remedies available to KITSAP TRANSIT by law, including those available under the Uniform Commercial Code, Title 62A RCW.

## **2.26      Insurance Requirements:**

The Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, KITSAP TRANSIT shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by KITSAP TRANSIT shall not be limited to the amount of the required insurance coverage.

- Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all CONSULTANT's employees who perform under this Agreement.
- Comprehensive Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned, or hired; with limits for bodily injury or death not less than \$100,000.00 per person and \$300,000.00 per occurrence, and property damage limits of not less than \$50,000.00; or in the alternative, not less than \$300,000.00 combined single limit coverage.
- Comprehensive General Liability Insurance with limits for bodily injury and property damage of not less than \$300,000.00 per incident and \$600,000.00 aggregate. A certificate of such insurance or a copy of such insurance policy or policies shall be provided to TRANSIT within one week after the execution of this Agreement. CONSULTANT' shall agree to give TRANSIT thirty (30) days written notice of cancellation in coverage below the limits set forth herein.
- Professional liability insurance appropriate to the Consultant's profession with limits of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

Coverage in the minimum amount set forth herein shall not be construed to relieve Contractor from liability in excess of such coverage. Kitsap Transit, its employees, and its agents shall be specifically included as an additional insured in the insurance coverage required by this section.

Notwithstanding, Kitsap Transit reserves all claims or rights of action against Contractor as if Kitsap Transit were not named in the subject policy or policies.



Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name KITSAP TRANSIT as an additional insured.

The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against KITSAP TRANSIT. The Contractor and its insurers also waive their right of subrogation against KITSAP TRANSIT for loss of its owned or leased property or property under its care, custody and control.

No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by KITSAP TRANSIT.

The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

## **2.27      Limitation of Liability**

A. Non-conforming Services – For any services which fail to conform to the scope of the Contract and such failure is caused solely by the negligence of the Contractor, no charge will be invoiced to KITSAP TRANSIT. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each.

B. Damages – Neither party will seek damages, either direct, consequential, or otherwise against the other in addition to the remedies stated herein.

C. Third Party Claims – In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Contract

## **2.28      Taxes:**

Any Contract wholly for professional or other applicable services is generally not subject to Retail Sales Tax and therefore, the Consultant shall not collect Retail Sales Tax from Kitsap Transit on those Contracts. Any incidental taxes paid as part of providing the services shall be included in the payments under the contract. .

No adjustments will be made in the amount to be paid by KITSAP TRANSIT under the Contract because of any misunderstanding or any lack of knowledge of the Proposer as to liability for, or the amount of, any taxes or assessments which the Proposer may be liable or responsible for by law.

## **2.29      Protest and Appeals Policy:**

Kitsap Transit Protest and Appeals policy, **Attachment A**, is provided for reference.

Proposers are advised that to be considered a valid protest, subject matter can only address issues associated with this Proposal process. Accordingly, the protest cannot be associated with, or challenge the recommendations of, Kitsap Transit staff or its Evaluation Committee. A protest can only be put forth that Kitsap Transit staff did not follow their own policies or procedures that govern procurement and, accordingly, a Proposer was unfairly treated. The protest cannot challenge Kitsap Transit staff or the Evaluation Committee's recommendation of a potentially successful Proposer.

## **END OF SECTION 2**

### **Section 3: General Scope of Work**

#### **Background:**

Kitsap Transit received a grant through the Puget Sound Regional Council to study the future use of the Gateway Center property in Bremerton. The grant is funded through the Federal Surface Transportation Block Grant Program (STBG). The present site is a former shopping center with an active Kitsap Transit park and ride, office, a day care and meeting spaces. Kitsap Transit is requesting feasibility and public outreach study for a possible mixed use facility at the site featuring a bus storage facility along with residential and/or commercial uses.

The Gateway Center is located in a designated City of Bremerton Local Center making it a prime location for a future Transit Oriented Development. The existing Gateway Center, located at 2526 6th Ave., Bremerton WA, is currently owned by Kitsap Transit as a park and ride serving the Bremerton Transportation Center connecting to Seattle bound ferry services. The project will analyze and determine the feasibility of a future Transit Oriented Development and/or other potential joint development opportunities on this site to create a mixed use facility according to the *Charleston Areawide Planning Study* for the Charleston Local Center.

Attached to this scope of work is the Washington State Department of Ecology Voluntary Cleanup Program letter for the property. The letter addresses the voluntary cleanup work that Kitsap Transit is performing at the former dry cleaner. Kitsap Transit anticipates that the Washington State Department of Ecology will issue a notice of acceptance of site cleanup in early to mid-2022.

#### **Scope of Work to Include:**

##### **Task 1**

Determine the feasibility for mixed use and the type of housing options on the site in conjunction with a bus storage facility and park and ride. Determine possible other uses at the site if housing is not feasible. Utilize the City of Bremerton *Charleston Areawide Planning Study* as the base level planning document. The link to the study is below: <http://www.bremertonwa.gov/DocumentCenter/View/8221/Charleston-Areawide-Planning-Report-PDF>

Take into consideration the initial conceptual drawings from a Kitsap Transit Operations Base Location Study completed for a maintenance / bus storage facility. The conceptual drawings are attached to the scope of work.

##### **Task 2**

Complete list of funding options available including public private partnership opportunities

##### **Task 3**

Develop a set of factors which make the location ideal for access to transit and a transit friendly lifestyle such as, employment, service and transportation choices associated with the site

##### **Task 4**

Develop conceptual drawings and present to the Charleston neighborhood, Bremerton City Council, and Kitsap Transit Board for comment

##### **Task 5**

Develop a partnership with a local developer to study the interest and likelihood of a Public Private Partnership to redevelop the site as envisioned by this study

#### Task 6

Present findings, recommendations and report to the Kitsap Transit Board

### **END OF SECTION 3**

## **Section 4: Proposal Content**

Content and completeness are most important. Clear and effective presentations are preferred, with elaborate, decorative or extraneous materials strongly discouraged. The proposal shall be submitted in an 8 ½" by 11" format with foldouts from this basic size utilized as necessary. Proposal submittal requirements are described below.

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

### **Proposal Requirements**

This section describes mandatory descriptions and submittals that must be addressed in or included with each proposal. Failure to address or include all items discussed in this section may subject the proposal to immediate rejection. KITSAP TRANSIT will be the final authority in determining the responsiveness of a proposal. The RFQ will be evaluated based on the criteria listed in the evaluation criteria.

Proposals must be submitted via email to [patrickr@kitsaptransit.com](mailto:patrickr@kitsaptransit.com). The email should have **Kitsap Transit Project KT 21-741 Gateway Center Transit Oriented Development Feasibility Study Project** in the subject line. Upon timely receipt, Kitsap Transit will acknowledge receipt of your Proposal.

Proposers must submit their Proposal without a Cost Proposal.

To facilitate a uniform review process and obtain the maximum degree to comparability, respondents are required to organize proposals in the following manner. Proposals that deviate from this organizational structure or are missing key information elements may be considered non-responsive.

#### **1. Letter of Transmittal addressed to the Purchasing Coordinator as follows:**

The letter of transmittal should be written in the form of a standard business letter and must be signed by an individual authorized to legally bind the Proposer's firm to Kitsap Transit. The letter of transmittal must include:

- Project title
- Name of respondent
- Location of the respondent
- Brief description of respondent's proposal
- Identify Proposer's Project Manager
- Identify the Point of Contact for the Proposal
- Acknowledgment of all Addenda

The letter of transmittal must also outline any language that the Proposer takes exception with in the provided Sample Agreement. If the Proposer takes no exceptions, this must be stated as well. Failure to state exceptions relieves Kitsap Transit of any obligation to negotiate terms and conditions.

#### **2. Firms Background – 2 page maximum (this section not scored)**

The Proposer shall provide a brief narrative description of their firm. The narrative should outline how the firm's capabilities, capacity, and how long the firm has been actively engaged in providing the services outlined in the Scope of Services section of this solicitation.

### **3. Project Approach and Methodology with Project Schedule- 10 Page Maximum**

The Proposal shall address the Scope of Work outlined in the RFQ and describe how the Proposer intends to carry out the tasks. A project schedule shall be provided outlining specific tasks to be performed, key milestones, and individuals responsible for each task. Describe the Proposer's project management techniques for ensuring that the work is accomplished in accordance with established standards and schedules.

The Proposer shall provide a detailed proposed Project Schedule. All major milestones, tasks, and deliverables should be listed. The schedule should assume a Notice to Proceed issued on February 14, 2022. Schedules should be realistic and achievable, the Awarded Consultant will be held to their proposed schedule.

The Contractor should be aware that the schedule presented in their Proposal will be used to measure Contractor's performance and compliance. Assumptions used to assemble the proposed schedule should be clearly articulated including any information or resources that Kitsap Transit will need to provide to maintain the schedule.

### **3. Technical Capacity:**

Proposer shall provide a narrative summary of the overall qualifications of the proposed team and how those skills will be used to complete the project. The narrative shall include specific examples from past projects demonstrating these qualifications. Proposer should demonstrate how the team will be arranged and how specific roles and responsibilities will be assigned and managed.

Proposer shall demonstrate how proposed team member's specific skills will lead to a positive outcome for Kitsap Transit. Provide sufficient detail to convey to members of the Evaluation Committee, the firm's knowledge of the subjects and skills necessary for the completion of the contract and any other services necessary to complete the Project.

If the Proposer plans to use any sub-consultants, they should be identified in the narrative and their roles should be outlined as well.

### **4. Past Experience**

Proposer shall provide three (3) references for similar projects that the team has completed in the past five (5) years; past Kitsap Transit work is not desired. For each reference, provide a narrative description of the services provided and how these services relate to Kitsap Transit's project. These references should also contain examples of challenges that were encountered during the project and how the Proposers team managed these challenges. The reference should contain a summary of the satisfaction level of the client at the end of the project. Each reference should name a primary point of contact including: name of agency, name and title of the point of contact, phone number, and email address. Kitsap Transit reserves the right to contact these references.

### **5. Key Personnel:**

Proposer shall provide a brief resume or similar description for the key staff members who will be assigned to this project, including their specific responsibilities and individual qualifications. The resume shall include a minimum of two (2) similar projects that each team member has worked on and a description of their roles and responsibilities. Proposer shall also provide similar information for all sub-consultants that will be utilized for this project.

Proposers must identify a Project Manager, who may not be removed/substituted from the project without written approval from Kitsap Transit. The Proposer will describe the Project Manager's experience, expertise, knowledge, capabilities and resources as they pertain to managing this project's scope of work. The Proposer shall provide a description of three (3) similar projects that the Project Manager acted as either the Project

Manager or was a key team leader; including the name of the client organization, primary client contact information, description of the project and time period the work was completed.

**6. Required Forms:**

- **Exhibit A: Bidder's Affidavit; signed**
- **Exhibit B: Acknowledgement of FTA Clauses**
- **Exhibit B: Lobbying Certification; signed**

**END OF SECTION 4**

## **Section 5: Evaluation of Proposals**

Award of this contract shall be determined through the evaluation process as described below and in the following section, provided the proposal is responsive in all respects to the procurement requirements.

Kitsap Transit will establish an evaluation committee responsible for (1) reviewing all proposals and (2) conducting the evaluation and interviews described in this RFQ; if necessary. Kitsap Transit reserves the right to reject or accept any and all proposals, to waive any minor irregularities in proposals or procedures, and to request additional information from Proposers at any stage of the evaluation.

Proposer qualifications will be evaluated by the Evaluation Committee based on the criteria below with a possible maximum score of 1000 points for each Proposal.

### **5.1 Evaluation Criteria**

The most highly qualified Proposer will be selected using the weighted criteria below.

<b>1. Understanding and Approach with Schedule</b>	<b>300</b>
<b>2. Key Personnel</b>	<b>300</b>
<b>3. Past Experience</b>	<b>200</b>
<b>4. Technical Capacity</b>	<b>200</b>
<b>Total</b>	<b>1000</b>

### **5.2 Interviews**

If the Evaluation Committee deems it necessary, all vendors in the competitive range will be invited to participate in interviews. Proposers will receive an invitation to the interview along with an agenda covering the information, schedule and presentation format. The Evaluation Committee will score each interview; two hundred (200) point maximum. The interview scores will be added to the weighted criteria score to determine the most highly qualified Proposer.

### **5.3 Evaluation Committee Recommendations**

The Evaluation Committee shall consist of qualified Kitsap Transit staff or other persons selected by Kitsap Transit to conduct evaluations of proposals. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

### **5.3 Pre-Award Conference**

If deemed necessary, in Kitsap Transit's sole discretion, the Proposer determined to be the most highly qualified firm shall participate in a pre-award conference conducted by Kitsap Transit to clarify and discuss issues of concern and interest to both parties.

### **5.4 Rejection of Proposals**

Kitsap Transit may reject any Proposal that is not in the required format, does not address all the requirements of this RFQ, or that Kitsap Transit believes is not in the interest of the Agency to consider or to accept. In addition, Kitsap Transit may cancel this RFQ, reject all the Proposals, and seek to do the Work through a new RFQ or by other means.

## **END OF SECTION 5**



## **Exhibits and Attachments**

**Exhibit A:** Bidder's Affidavit

**Exhibit B:** Federal Contract Clauses and Certifications

**Attachment A:** Protest and Appeal Policy

**Attachment B:** Sample Contract

**Attachment C:** Reference Documents

- Base Siting Layouts
- Kitsap Transit Base Siting Study
- Department of Ecology Letter

**END OF SECTION 9**

## **EXHIBIT A**

### **BIDDERS AFFIDAVIT PROJECT KITSAP TRANSIT 21-741**

#### **NON-COLLUSION**

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

#### **CONFLICTS OF INTEREST & ANTI-KICKBACKS**

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Kitsap Transit and take immediate action to eliminate the conflict or to withdraw from said Contract as Kitsap Transit may require.
2. No officer, employee, Board member, agent of Kitsap Transit, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

#### **CONTINGENT FEES AND GRATUITIES**

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

#### **SEGREGATED FACILITIES**

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, KT 21-741

religion or national origin because of habit, local custom, or otherwise.

## **DEBARMENT AND SUSPENSION**

The Proposer shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment" 2 C.F.R part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)", 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the bidder shall verify that its principles, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participating in any federally assisted Award;
- f) Disqualified from participating in any federally assisted Award.

By signing and submitting its bid, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by Kitsap Transit. If it is later determined by Kitsap Transit that the bidder knowingly rendered an erroneous certification, in addition to remedies available to Kitsap Transit, the Federal Government may pursue available remedies afforded by 31 U.S.C. § 3802, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from the offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.**

***Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.***

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**\*\*THIS FORM MUST BE SUBMITTED WITH YOUR BID\*\***

## EXHIBIT B

### Contractors Certification of Acknowledgment Federal Transit Administration Contract Clauses and Certifications

Source: FTA Master Agreement (26), October 1, 2019  
fta-master-agreement-fy-20201

The Contractor, \_\_\_\_\_, certifies, to the best of its knowledge and belief, that it:

- A. **Has** \_\_\_\_ **Has not** \_\_\_\_ read and understood the attached Federal Transit Administration Contract Clauses as they pertain to project \_\_\_\_\_, and;
- B. **Has** \_\_\_\_ **Has not** \_\_\_\_ read and understood the attached Federal Transit Administration Contract Certifications as they pertain to project \_\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title of Contractor's Authorized Official

## **FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES**

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER**

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- (1) The Federal Government shall not have any obligation or liability related to:
  - (a) The Project,
  - (b) Any Third Party Participant at any tier, or
  - (c) Any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement for the Project, and
- (2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have any obligation or liability to any:
  - (a) Third Party Participant, or
  - (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- (1) Civil Fraud. The Recipient acknowledges and agrees that:
  - (a) Federal laws and regulations apply to itself and its Project, including:
    1. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and
    2. U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31,
  - (b) By executing its Underlying Agreement, the Recipient certifies and affirms to the truthfulness and accuracy of any of the following that the Recipient provides to the Federal Government:
    1. Claim,
    2. Statement,
    3. Submission,
    4. Certification,
    5. Assurance, or
    6. Representation, and
  - (c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended and other applicable penalties if the Recipient:
    1. Presents, submits, or makes available any information in connection with any:
      - a. Claim,
      - b. Statement,
      - c. Submission,
      - d. Certification,
      - e. Assurance, or
      - f. Representation, and
    2. That information is false, fictitious, or fraudulent.
- (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:
  - (a) Presents, submits, or makes available any information in connection with any:
    1. Claim,
    2. Statement,

3. Submission,
  4. Certification,
  5. Assurance, or
  6. Representation, and
- (b) That information is false, fictitious, or fraudulent.

## **ACCESS TO RECORDS**

The Recipient agrees that:

- (1) As required by 49 U.S.C. § 5325(g), 49 C.F.R. § 18.36(i)(10), and 49 C.F.R. § 19.53(e), it will provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:
  - (a) U.S. Secretary of Transportation or the Secretary's duly authorized representatives,
  - (b) Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and
  - (c) Recipient and Subrecipient,
- (2) The Recipient will permit and assures that its Third Party Participants will permit the individuals listed above in (1) to do the following:
  - (a) Inspect all:
    1. Project work,
    2. Project materials,
    3. Project payrolls, and
    4. Other Project data, and
  - (b) Audit any information related to the Project under the control of the Recipient or Third Party Participant within:
    1. Books,
    2. Records,
    3. Accounts, or
    4. Other locations.

## **FEDERAL CHANGES**

Changes to Federal Requirements and Guidance:

- (1) Requirements and Guidance. New Federal Requirements and Guidance may:
  - (a) Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and
  - (b) Apply to the Recipient or its Project.
- (2) Modifications. Federal requirements and guidance that apply to the Recipient or its Project when the FTA Authorized Official awards Federal funds for the Recipient's Underlying Agreement may:
  - (a) Be modified from time to time, and
  - (b) Apply to the Recipient or its Project.
- (3) Most Recent Provisions. The latest Federal requirements will apply to the Recipient or its Project, except as FTA determines otherwise in writing using a:
  - (a) Special Condition in the Recipient's Underlying Agreement,
  - (b) Special Requirement in the Recipient's Underlying Agreement,

- (c) Special Provision in the Recipient's Underlying Agreement,
- (d) Condition of Award in the Recipient's Underlying Agreement,
- (e) Letter to the Recipient signed by an authorized FTA official, or
- (f) Change to FTA or Federal guidance.

## **CIVIL RIGHTS REQUIREMENTS**

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

- (1) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):
  - (a) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of:
    - 1. Race,
    - 2. Color,
    - 3. Religion,
    - 4. National origin,
    - 5. Sex (including gender identity),
    - 6. Disability, or
    - 7. Age, and
  - (b) The FTA "Nondiscrimination" statute's prohibition against discrimination includes:
    - 1. Exclusion from participation,
    - 2. Denial of program benefits, or
    - 3. Discrimination, including discrimination in employment or business opportunity.
- (2) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
  - (a) Prohibit discrimination based on:
    - 1. Race,
    - 2. Color, or
    - 3. National origin,
  - (b) Comply with:
    - 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
    - 2. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 23, and
    - 3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document, and
  - (a) Except as FTA determines otherwise in writing, follow:
    - 1. The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.
    - 2. U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
    - 3. Other applicable Federal guidance that may be issued.

(3) Equal Employment Opportunity.

- (a) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:
1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
  2. Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity,” July 21, 2014,
  3. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document, and
  4. FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
  5. Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.
- (b) Specifics. The Recipient agrees to:
1. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
    - a. Race,
    - b. Color,
    - c. Religion,
    - d. National Origin,
    - e. Disability,
    - f. Age,
    - g. Sexual Origin,
    - h. Gender identity, or
    - i. Status as a parent, and
  2. Take affirmative action that includes, but is not limited to:
    - a. Recruitment advertising,
    - b. Recruitment,
    - c. Employment,
    - d. Rates of pay,
    - e. Other forms of compensation,
    - f. Selection for training, including apprenticeship,
    - g. Upgrading,
    - h. Transfers,
    - i. Demotions,
    - j. Layoffs, and
    - k. Terminations.
- (c) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:



1. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
  2. Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note
- (4) Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:
- (a) Requirements. The Recipient agrees to comply with:
    1. Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,
    2. U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
    3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
  - (b) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:
    1. It shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract.
    2. It shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- (5) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:
- (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
  - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance”, 49 C.F.R. part 25, and
  - (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (6) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:
- (a) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § § 621 – 634, which prohibits discrimination on the basis of age,
  - (b) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,
  - (c) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,
  - (d) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age discrimination Act of 1975, and
  - (e) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (7) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:
- (a) Federal laws, including:
    1. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,

2. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
  3. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
  4. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
  5. Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities.
- (b) Federal regulations, including:
1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
  2. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
  3. U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
  4. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
  5. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
  6. U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
  7. U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
  8. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
  9. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
  11. FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and
  12. Other applicable Federal civil rights and nondiscrimination guidance.
- (8) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (a) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
  - (b) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
  - (c) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- (9) Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:
- (a) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and
  - (b) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

- (10) Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:
- (a) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
  - (b) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and
  - (c) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.
- (11) Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:
- (a) Comply with other applicable Federal nondiscrimination laws and regulations, and
  - (b) Follow Federal guidance prohibiting discrimination.

## **PROMPT PAYMENT OF SUBCONTRACTORS**

The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor’s receipt of payment for that Work from Kitsap Transit. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor’s Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F**

The Recipient agrees not to use FTA funds for third party procurements unless there is satisfactory compliance with Federal requirements. Therefore:

- (1) Federal Laws, Regulations, and Guidance. The Recipient agrees:
- (a) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,
  - (b) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended,
  - (c) To follow the most recent edition and any revisions of FTA Circular 4220.1F, “Third Party Contracting Guidance,” to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing, and
  - (d) That although the FTA “Best Practices Procurement Manual” provides additional third party contracting guidance, the Manual may lack the necessary information for compliance with certain Federal requirements that apply to specific third party contracts at this time.

## **ENERGY CONSERVATION**

The Recipient agrees to, and assures its Subrecipients will:

- (1) State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and
- (2) Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

## **TERMINATION PROVISIONS**

The Recipient agrees to all of the following:

- (1) Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:
  - (a) The Recipient has violated the Underlying Agreement or FTA Master Agreement (26), especially if that violation would endanger substantial performance of the Project,
  - (b) The Recipient has failed to make reasonable progress on the Project, or
  - (c) The Federal Government determines that continuing to provide Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project,
- (2) Financial Implications.
  - (a) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled, and
  - (b) The Federal Government may:
    1. Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:
      - a. Failing to make adequate progress,
      - b. Failing to make appropriate use of the Project property, or
      - c. Failing to comply with the Underlying Grant Agreement or FTA Master Agreement (26), and
    2. Require the Recipient to refund:
      - a. The entire amount of Federal funds provided for the Project, or
      - b. Any lesser amount as the Federal Government may determine, and
- (3) Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Underlying Agreement.

## **DEBARMENT AND SUSPENSION**

The Recipient agrees that:

- (1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:
  - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200,
  - (b) U.S. OMB, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and
  - (c) Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note,
- (2) It will review the “Excluded Parties Listing System” at <https://epls.gov> (to be transferred to <https://www.sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
- (3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Part Participants:
  - (a) Will comply with Federal debarment and suspension requirements, and

- (b) Review the “Excluded Parties Listing System” at <https://www.epls.gov> (to be transferred to <https://www.sam.gov>), if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

## **PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

The Recipient understands and agrees that:

- (1) **FTA Interest.** FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to:
  - (a) A major dispute,
  - (b) A breach,
  - (c) A default, or
  - (d) Litigation,
- (2) **Notification to FTA.** If a current or prospective legal matter that may affect the Federal Government emerges:
  - (a) The Recipient agrees to notify immediately:
    1. The FTA Chief Counsel, or
    2. The FTA Regional Counsel for the Region in which the Recipient is located,
  - (b) The types of legal matters that require notification include, but are not limited to:
    1. A major dispute,
    2. A breach,
    3. A default,
    4. Litigation, or
    5. Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and
  - (c) The types of matters that may affect the Federal Government include, but are not limited to:
    1. The Federal Government’s interests in the Project, or
    2. The Federal Government’s administration or enforcement of Federal laws or regulations,
- (3) **Federal Interest in Recovery**
  - (a) **General.** The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but
  - (b) **Liquidated Damages.** Notwithstanding the preceding section XI.(1) of this document, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government,
- (4) **Enforcement.** The Recipient agrees to pursue its legal rights and remedies available under:
  - (a) Any third party agreement,
  - (b) Any Federal law or regulation,
  - (c) Any State law or regulation, or
  - (d) Any local law or regulation,

## **BYRD ANTI-LOBBYING AMENDMENT**

The Recipient agrees that, as provided by 31 U.S.C. § 1352(a):

- (1) **Prohibition on Use of Federal Funds.** It will not use Federal funds:
  - (a) To influence any:
    1. Officer or employee of a Federal agency,

2. Member of Congress,
  3. Officer or employee of Congress, or
  4. Employee of a Member of Congress,
- (b) To take any action involving the Project or the Underlying Agreement for the Project, including any:
1. Award,
  2. Extension, or
  3. Modification,

- (2) **Laws and Regulations.** It will comply, and will assure that each Third Party Participant complies with:
- (a) 31 U.S.C. § 1352, as amended,
  - (b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and
  - (c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence:
    1. The U.S. Congress, or
    2. A State legislature, but
- (3) **Exception.** The prohibitions of (1)-(2) above do not apply to an activity that is undertaken through proper official channels, if permitted by the underlying law or regulations.

## **CLEAN AIR & CLEAN WATER**

The Recipient agrees to include adequate provisions in each third party agreement exceeding \$150,000 to ensure that each Third Party Participant will agree to:

- (1) Report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities,”
- (2) Refrain from using any violating facilities,
- (3) Report violations to FTA and the Regional U.S. EPA Office, and
- (4) Comply with the inspection and other requirements of:
  - (a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, and
  - (b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1388.

## **FLY AMERICA**

The Contractor agrees to comply with 49 USC 40118 (the Fly America Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

## **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that

“funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

## **SOLID WASTES**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.326. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

## **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The following transactions are prohibited and Third-Party Participant certifies that -

- (1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

**LOBBYING CERTIFICATION**

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

**Name of the Proposer's authorized official:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS FORM MUST ACCOMPANY PROPOSAL**



## **ATTACHMENT A**

### **PROTEST AND APPEAL POLICY**

#### **A. Purpose**

To establish policies for vendor or service provider complaints and protests to ensure fair and open competition.

#### **B. Complaint Policy**

##### **Who May Submit a Complaint**

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

##### **Timing of Complaint**

Complaints must be received five business days prior to bid response deadline.

##### **Basis of Complaint**

Complaints must be based on the following criteria:

1. The solicitation unnecessarily restricts competition
2. The solicitation evaluation process is unfair or flawed
3. The solicitation requirements are insufficient to prepare a response

##### **Complaint Form and Content**

1. Complaints must be in writing
2. Complaints must be addressed to the Purchasing Coordinator
3. Complaints must clearly articulate the basis for the complaint
4. Complaints must include proposed remedy

##### **Kitsap Transit Response to Complaint**

The Purchasing Coordinator will respond to complaints in writing within three business days of receipt.

#### **C. Protest and Appeal Policy**

##### **Who May Protest or Appeal**

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

##### **Timing of Protest**

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

##### **Basis of Protest**

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

#### **Protest Form and Content**

1. Protests must be in writing
2. Protests must be addressed to the Purchasing Coordinator
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

#### **Protest Procedure**

A protest must be filed with Kitsap Transit's Purchasing Coordinator within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the Purchasing Coordinator will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

#### **Appeal Procedure**

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and the procurements originating Department Director will consider the appeal and issue a written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director and general counsel will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

#### **Failure to Comply with Requirements**

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

#### **Protests to the Federal Transit Administration**

When the award is funded in part by Federal Transit Administration (FTA) funds, the vendor or service provider may appeal to the FTA pursuant to FTA Regulations. Protests made to the FTA will be limited to Kitsap Transit's (1) failure to have followed its protest procedures, (2) failure to review a complaint or protest, or (3) violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

1. A protest must be filed with the FTA no later than five business days after the Protesting Vendor exhausts Kitsap Transits protest and appeal procedures.
2. A protest to FTA must be filed in accordance with FTA Circular 4220.1F, as amended.

#### **Exhausted Administrative Remedies**

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.

ATTACHMENT B

# ***SAMPLE KITSAP TRANSIT***

## **CONSULTANT AGREEMENT**

**KITSAP TRANSIT # XX-XXX**

**{Project Name}**

***KITSAP TRANSIT***

60 Washington Ave., Ste. 200  
Bremerton, Washington 98337  
(360) 824-4905  
(360) 377-7086 Facsimile

## **TABLE OF CONTENTS**

**ARTICLE 1: OVERALL PROJECT**

**ARTICLE 2: GENERAL PROVISIONS**

**ARTICLE 3: COMPENSATION, PAYMENTS & RECORDS**

**ARTICLE 4: TRANSIT RESPONSIBILITIES**

**ARTICLE 5: RESERVED**

**ARTICLE 6: SCHEDULE**

**ARTICLE 7: LABOR PROVISIONS**

**ARTICLE 8: CONSULTANT PROVISIONS**

## KITSAP TRANSIT

### SAMPLE CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20xx, by and between KITSAP TRANSIT, a Washington municipal corporation, hereinafter referred to as "TRANSIT", and \_\_\_\_\_, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, TRANSIT desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities, hereinafter referred to as the "Project," and

WHEREAS, CONSULTANT represents that CONSULTANT is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, TRANSIT and CONSULTANT agree as follows:

### **ARTICLE 1** **OVERALL PROJECT**

#### **1.1 RELATIONSHIP OF PARTIES**

The CONSULTANT covenants with TRANSIT to furnish the CONSULTANT's reasonable skill and judgment in furthering the interests of TRANSIT. The CONSULTANT shall furnish memos, reports, spreadsheets or other appropriate documents, and use the consultant's best effort to perform the work in this Agreement in an expeditious and economical manner consistent with the interest of TRANSIT. The CONSULTANT shall endeavor to promote harmony and cooperation with the other governmental parties and agencies involved with the Project, TRANSIT, and other persons or entities essential to the Project.

#### **1.2 GENERAL SCOPE OF SERVICES**

CONSULTANT shall perform such services and accomplish such tasks, including the furnishing of all materials, documentation, and equipment necessary for full performance thereof, as are identified and designated as CONSULTANT responsibilities throughout this Agreement and as detailed in exhibits attached hereto and incorporated herein.

Exhibit X: Request for Qualification, Project KITSAP TRANSIT #XX-XXX

Released: xx/xx/20xx

Exhibit X: Addenda X, Project KITSAP TRANSIT #XX-XXX

Released: xx/xx/20xx

Exhibit X: Consultant's Response to RFQ

Issued: xx/xx/20xx

#### **1.3 TERM OF THE AGREEMENT**

CONSULTANT shall not begin work under the terms of this Agreement until authorized by the signing of this Agreement. The services under this Agreement are directly related to and shall be coordinated with the Project Schedule. The time for completion is \_\_\_\_\_.

The established completion time shall not be extended because of any delays attributable to CONSULTANT, but may be extended by TRANSIT in the event of a delay attributable to TRANSIT or because of unavoidable delays caused by an Act of God, governmental actions or other conditions beyond the control of CONSULTANT.

## **ARTICLE 2**

### **GENERAL PROVISION**

#### **2.1 ASSIGNMENT/SUBCONTRACTING**

- A. CONSULTANT shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of TRANSIT, and it is further agreed that said consent must be sought in writing by CONSULTANT not less than seven days prior to the date of any proposed assignment. TRANSIT reserves the right to reject without cause any such assignment.
- B. TRANSIT permits subcontracts for those items of work as shown in EXHIBIT (X) attached hereto and made a part hereof. The parties understand that subconsultants may be added or deleted during the course of the Agreement. EXHIBIT (X) may be amended as the need arises, upon mutual agreement of the parties, without a formal amendment to this Agreement. All terms, conditions, covenants and performances contained herein by and between the CONSULTANT and TRANSIT shall be required of the subconsultant and made part of any subconsultant agreement.

#### **2.2 ATTORNEYS FEES AND COSTS**

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the covenants, terms, conditions, OR provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

#### **2.3 CHANGES**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, and signed by both parties. Such amendments shall be attached to and made a part of this Agreement.

CONSULTANT shall not incur additional cost which would modify the amount of the compensation established in EXHIBIT (X), except as TRANSIT may specifically authorize in writing.

CONSULTANT shall make all such changes and revisions in the completed work of this Agreement as are necessary to correct errors appearing therein, when required to do so by TRANSIT, without additional compensation therefore.

#### **2.4 COMMUNICATIONS**

Communications in connection with this Agreement shall be in writing and shall be delivered personally; or by facsimile, or by regular, registered, or certified mail addressed to the TRANSIT Representative designated to receive such communications. Communications shall be considered received at the time actually received by the addressee. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing. All telephone communication shall be directed to the Project Manager (designated representative) as appropriate.

#### **2.5 DISPUTE RESOLUTION**

TRANSIT's Protest and Appeal Procedures (ATTACHMENT C of the RFQ) are to be used for the resolution of disputes.

#### **2.6 JURISDICTION**

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

## **2.7 RESERVED**

## **2.8 MEDIATION**

As a condition precedent to the hearing of any trial or arbitration, the Parties shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The Parties shall each designate a representative with full settlement authority who will participate for at least four hours in mediation. The Parties shall share equally all expenses, exclusive of attorney's fees, associated with the mediation.

## **2.9 NOTICE**

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

## **2.10 REQUESTS FOR ARBITRATION**

Requests for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A request for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims, dispute or other matter in question would be barred by the applicable statutes of limitations.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **2.11 SEVERABILITY**

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

## **2.12 TERMINATION**

- A. **TERMINATION FOR CONVENIENCE:** The performance of work under this Agreement may be terminated by TRANSIT in accordance with this clause in whole, or from time-to-time in part, whenever TRANSIT shall determine that such termination is in its best interests. Any such termination shall be effected by delivery to the CONSULTANT of a Notice of Termination specifying the extent to which performance of service under the Agreement is terminated, and the date upon which such termination will become effective.

After receipt of a Notice of Termination, and except as otherwise directed by TRANSIT, the CONSULTANT shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

Settlement of claims by the CONSULTANT under this Termination of Convenience clause shall be in accordance with the provisions set forth in the Federal Acquisition Regulations, except that wherever the word "Government" appears it shall be deleted and the words "KITSAP TRANSIT" shall be substituted in lieu thereof.

- B. **TERMINATION FOR DEFAULT:** TRANSIT may, by written notice of default to the CONSULTANT, terminate the whole or any part of this Agreement if the CONSULTANT fails to perform the services

within the time specified herein or any extension thereof; or if the CONSULTANT fails to perform any of the provisions of the contract, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) business days (or such longer period as TRANSIT may authorize in writing) after receipt of notice from TRANSIT specifying such failure.

If the Agreement is terminated in whole or in part for default, TRANSIT may procure, upon such terms and in such manner, as TRANSIT may deem appropriate, supplies or services similar or those so terminated. The CONSULTANT may be liable to TRANSIT for excess costs for such similar services and shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause.

Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises out of cause beyond the control and without the negligence of the CONSULTANT. If the failure to perform is caused by the default of a sub-consultant, and if such default arises out of causes beyond the control of both the CONSULTANT and the sub-consultant, and without the negligence of either of them, the CONSULTANT shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources to provide the services required.

Payment for services and accepted by TRANSIT shall be at the price specified in the Agreement. TRANSIT may withhold from amounts otherwise due the CONSULTANT for services provided such sum as TRANSIT determines to be necessary to protect TRANSIT against loss because of outstanding liens or claims of former lien holders.

If, after Notice of Termination of this Agreement under the provisions of this clause, it is determined for any reason that the CONSULTANT was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Termination of Convenience of TRANSIT.

The rights and remedies of TRANSIT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **2.13 TREATMENT OF ASSETS**

Title to all property furnished by TRANSIT shall remain in the name of TRANSIT and TRANSIT shall become the owner of the work product and other documents, if any, prepared by CONSULTANT pursuant to this Agreement unless otherwise expressly provided herein.

# **ARTICLE 3**

## **COMPENSATION, PAYMENTS AND RECORDS**

### **3.1 ACCOUNTING RECORDS**

The CONSULTANT shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement; the accounting and control systems shall be satisfactory to TRANSIT. The CONSULTANT shall preserve records, books, correspondence, instructions, drawings, subcontracts, purchase orders, memoranda and other data relating to this Agreement for a period of three years after final payment, or for such longer period as may be required by law.

### **3.2 AUDIT AND INSPECTION OF RECORDS**

TRANSIT, the State Auditor, the Comptroller General for the United States, or any of their duly authorized representatives, shall, until three (3) years after final payment under this Agreement or for any shorter period specified, have access to and the right to examine any of the CONSULTANT's directly pertinent books, documents, papers or other records involving transactions related to this Agreement, and may request copies of specific documents at no charge to TRANSIT. These same requirements apply for any subconsultant.

### **3.3 CHANGE ORDER PROCEDURE**



A. Oral change orders are not permitted. No change in this Agreement shall be made unless Kitsap Transit's Project Manager (designated representative) gives his/her prior written approval thereto. The CONSULTANT shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Agreement and signed by Kitsap Transit's Capital Development Director.

B. Exhibit (X) includes a firm fixed fee price and the schedule for the work to be performed. This proposal is accepted and may be modified by negotiations between the CONSULTANT and Kitsap Transit's Project Manager. At that time, both parties shall execute a detailed modification in writing.

Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the Agreements Dispute Resolution Clause (ATTACHMENT C of the RFQ).

C. Any proposed change in this Agreement shall be submitted to Kitsap Transit, or designated members thereof, for prior written approval. Subject to this prior approval, Kitsap Transit's designated representative may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this agreement, and/or the drawings, designs or specifications.

If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the CONSULTANT for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the CONSULTANT of the notification of change; provided, however, that Kitsap Transit's designated representative, if she or he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

### **3.4 COMPENSATION AND METHOD OF PAYMENT**

A. Payments for services provided hereunder shall be made following the performance of such service, unless otherwise permitted by law and approved in writing by TRANSIT. No payment shall be made for any service rendered by CONSULTANT except for services identified and set forth in this Agreement.

B. TRANSIT shall pay CONSULTANT for work performed under this Agreement compensation on a fixed fee not-to-exceed basis as described in EXHIBIT (X) attached hereto and made a part hereof.

C. Payments shall be made following presentation of CONSULTANT invoices and progress report. Invoices shall be prepared monthly on the basis of the work described in EXHIBIT A estimated to be completed that month and at a percentage of the total cost of services to be performed.

Payments are due and payable within thirty (30) days from the date the CONSULTANT's invoice is received by the TRANSIT.

### **3.5 OWNERSHIP OF DOCUMENTS**

The original documentation and data furnished to CONSULTANT by TRANSIT shall be returned. All designs, drawings, specifications, documents, and other work products prepared by CONSULTANT are instruments of service for this Agreement, and are property of TRANSIT. Reuse by TRANSIT or by others acting through or on behalf of TRANSIT of any such instruments of service not occurring, as a part of this Agreement shall be without liability or legal exposure to CONSULTANT.

The drawings, specifications and any other design and planning documents produced by or provided to the CONSULTANT, and other key professionals employed by the CONSULTANT shall become the property of TRANSIT, but the use of these documents shall be approved in writing by the CONSULTANT and reasonable request for release from liability by the CONSULTANT shall be granted by TRANSIT.

All designs, drawings, specifications, technical data and other documents or information produced by CONSULTANT in the performance of this Agreement shall be the sole property of TRANSIT, and TRANSIT is vested with all rights therein of whatever kind and however created, provided however any design documents

not stamped and signed by appropriate registered professional architects or engineers shall be deemed to be incomplete and requiring further review or design completion.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

TRANSIT shall not reuse any documents, reports, materials, or other subject matter provided by CONSULTANT hereunder for other than the project defined by the Agreement without prior written consent of CONSULTANT, which shall not be unreasonably withheld. TRANSIT shall, in any event, indemnify, defend and hold CONSULTANT harmless from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages and liability caused by, resulting from, or arising out of such reuse. CONSULTANT is not liable for TRANSIT or third party misuse of any documents, reports, records, plans, or materials prepared, procured, or produced in the rendition of services under this Agreement.

### **3.6 PATENT RIGHTS**

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings shall be made available to the Government for public use, unless TRANSIT shall, in a specific case where it is legally permissible, determine that it is in the public interest that it not be so made available.

### **3.7 INDEPENDENT CONSULTANT RELATIONSHIP**

- A. The parties intend that an independent CONSULTANT/TRANSIT relationship will be created by this Agreement. TRANSIT is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of CONSULTANT. No agent, employee, servant or representative of CONSULTANT shall be deemed to be an employee, agent, servant or representative of TRANSIT for any purpose, and the employees of CONSULTANT are not entitled to any of the benefits TRANSIT provides to its employees. CONSULTANT will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subconsultants or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, CONSULTANT is an independent consultant with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of TRANSIT and shall be subject to TRANSIT's general rights of inspection and review to secure the satisfactory completion thereof.

### **3.8 WARRANTY OF TITLE**

CONSULTANT shall warranty to TRANSIT its successors and assigns, that the deliverables covered by the Agreement, when delivered to TRANSIT or to its successors or assigns, is free from all liens and encumbrances.

## **ARTICLE 4**

### **TRANSIT PROVISIONS**

#### **4.1 PROCUREMENT OF, ARCHITECTURAL ENGINEERING, DESIGN, OR RELATED SERVICES**

In acquiring architectural, engineering, design or related services, Transit agrees to comply with the requirements of 49 U.S.C. §5325(d), by contracting for architectural, engineering, design or related services in the same way as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §§ 541 et seq., or an equivalent qualifications-based requirement of the state. Provided a sufficient number of qualified firms are eligible to compete for the third party contract, geographic location may be a selection criterion. This section does not apply to the extent a state has adopted or adopts by law formal procedures for procuring those services.

#### **4.2 INFORMATION**

TRANSIT shall provide full information in a timely manner regarding the requirements of the Project, including any additional information about its program which sets forth TRANSIT's objectives, constraints and criteria,

including preliminary space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

#### **4.3 STATEMENT OF FINANCIAL ASSISTANCE**

This Agreement is subject to receipt of financial assistance by TRANSIT from the Federal Transit Administration. TRANSIT shall arrange such assistance or other funding prior to authorizing the work of this Agreement to start. In the event the work of this Agreement is started and such financial assistance or other funding is not available, TRANSIT may terminate this Agreement in accordance with Article 2.12 Termination for Convenience.

#### **4.4 TRANSIT'S DESIGNATED REPRESENTATIVE**

TRANSIT shall designate a Project Manager who shall have express authority to bind TRANSIT with respect to all matters requiring TRANSIT approval or authorization. This representative shall have the authority to make decisions on behalf of TRANSIT subject to TRANSIT board approvals as required, concerning scope of work, schedules, review of budgets, and changes in the work of this Agreement without further formal TRANSIT action, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay of the CONSULTANT and the Project.

### **ARTICLE 5**

#### **Reserved**

### **ARTICLE 6**

#### **SCHEDULE**

#### **6.1 SCHEDULE FOR THE WORK**

The work of this Agreement shall be commenced on signing of this Agreement. The services under this Agreement are directly related to and shall be coordinated with the Project Manager.

#### **6.2 NOTIFICATION OF DELAY**

The CONSULTANT shall notify the TRANSIT designated representative as soon as the CONSULTANT has, or should have, knowledge that an event has occurred, which will delay deliveries. Within five (5) calendar days, the CONSULTANT shall confirm such notice in writing, furnishing as much detail as possible.

### **ARTICLE 7**

#### **LABOR PROVISIONS**

#### **7.1 SAFETY AND HEALTH STANDARDS**

CONSULTANT shall be responsible for safety of CONSULTANT's employees and shall cause its Subconsultants to be responsible for the safety of its employees. CONSULTANT is not responsible for the safety of any other person working on this Project.

#### **7.2 DISADVANTAGED BUSINESS ENTERPRISES**

A. In connection with the performance of this contract, CONSULTANT will cooperate with TRANSIT in meeting its aspirational goal with regard to the maximum utilization of disadvantaged businesses and will use good faith efforts to ensure that disadvantaged businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract. The agency's overall goal for DBE participation is 2.93% for 2017.

B. Further, TRANSIT and CONSULTANT agree to ensure that disadvantaged businesses as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, TRANSIT and CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that

disadvantaged businesses have the maximum opportunity to compete for and perform contracts. TRANSIT and CONSULTANT shall not discriminate on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity. CONSULTANT shall complete Contractor Good Faith Effort DBE Certification on the signing of this agreement **and again at its completion.**

C. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The successful bidder/offeror will be required to complete a DBE participation report at the beginning of construction, completion of construction, and at times there is a change in DBE subcontractors.

D. **PROMPT PAYMENT:** The contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Kitsap Transit. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract, the suspension of retainage of this contract or such other remedy as Kitsap Transit deems appropriate.

E. The contractor must report when a DBE subcontractor previously reported to Kitsap Transit to be performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform the work.

F. Kitsap Transit reserves the right to monitor reported DBE participation or the contractors required performance with respect to DBE's as Kitsap Transit deems appropriate.

## **ARTICLE 8**

### **CONSULTANT PROVISIONS**

#### **8.1 CONSULTANT RESPONSIBILITY FOR QUALITY**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services which shall mean such services not meeting the standard of care as defined in Section 1.2 of this Agreement.
- B. Neither TRANSIT's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

#### **8.2 COMPLIANCE WITH LAWS**

- A. CONSULTANT, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs, accreditation, and licensing of individuals. The CONSULTANT shall comply with any other standards or criteria as described in this Agreement to assure quality of services.
- B. CONSULTANT specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.
- C. This Agreement shall be governed by the pertinent requirements included in Federal Transit Administration Circular 4220.1F as amended and the attached CERTIFICATIONS

### **8.3 DEBARRED BIDDERS**

Neither CONSULTANT, nor any officer or controlling interest holder of CONSULTANT, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

### **8.4 HOLD HARMLESS AND INDEMNIFICATION**

CONSULTANT shall defend, protect, indemnify and hold harmless TRANSIT and its agents, employees and/or officers from and against any and all claims, suits, actions, damages, and liability whatsoever, which TRANSIT may incur by reason of any negligent act, action, neglect, omission or default on the part of CONSULTANT provided, however, that if such liability is caused by or results from the concurrent negligence of TRANSIT, its agents, employees, and/or officers, and CONSULTANT or its agents and employees, this provision shall be valid and enforceable only to the extent of CONSULTANT's negligence.

If a lawsuit subject to this hold harmless provision ensues, the CONSULTANT shall appear and defend that lawsuit at its own cost and expense to the extent of its negligence.

### **8.5 PAROL AGREEMENT**

All prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof which are inconsistent with this Agreement are hereby superseded. No amendment hereafter made between the Parties shall be binding on either Party unless reduced to writing and signed by an authorized representative of the Party sought to be bound thereby. No provision of this Agreement is intended or shall be construed to be for the benefit of any third party.

### **8.6 PROHIBITED INTEREST**

No member, officer or employee of TRANSIT shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **8.7 SEVERABILITY**

Should an part, term, or provision of this Agreement be decided by the Courts to be illegal or in conflict with any applicable statute or regulation, the validity of the remaining portions or provision shall not be affected thereby.

### **8.8 SUCCESSORS**

TRANSIT and CONSULTANT respectively bind themselves, their partners, successors, assigns and legal representatives to the other party in respect to covenants, agreement and obligations contained in the Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

### **8.9 SURETIES**

If at any time during the continuance of the Agreement, the sureties, or any of them, shall in the opinion of TRANSIT become untrustworthy, TRANSIT shall have the right to require additional and sufficient sureties, which the CONSULTANT shall furnish to the satisfaction of TRANSIT within ten (10) days after notice.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the exoneration of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first herein above written.

**KITSAP TRANSIT**

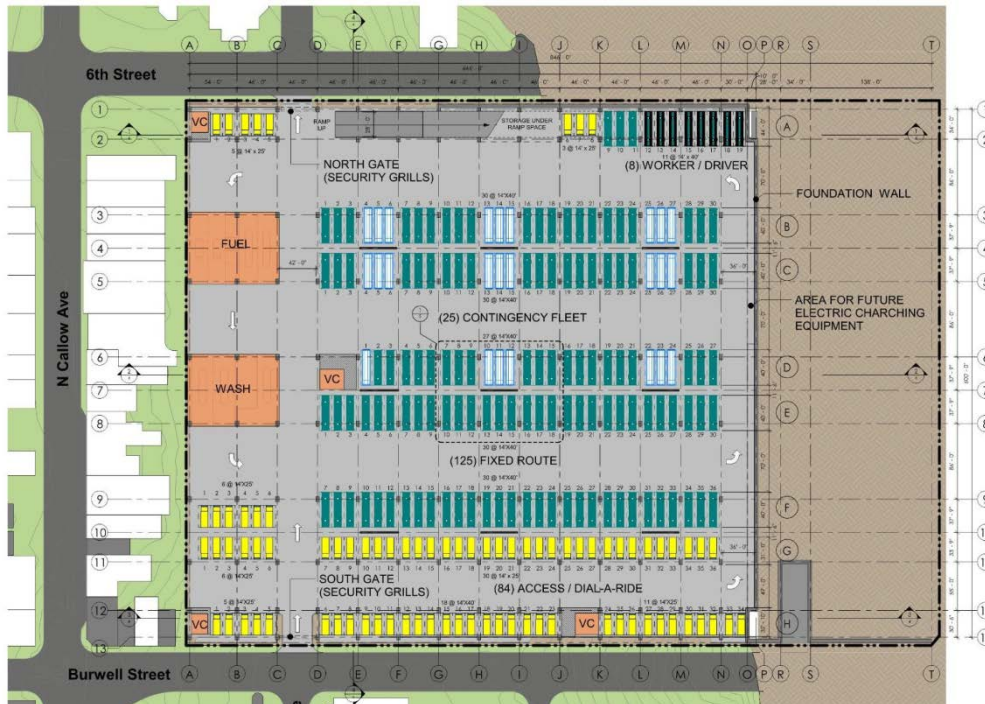
**CONSULTANT**

## **Attachment C**

### **Reference Documents**

# Kitsap Transit's maintenance, operations, & administrative facility concept from the Base Siting Study

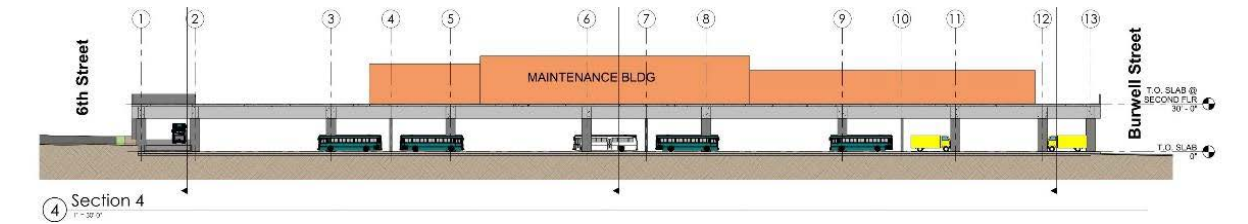
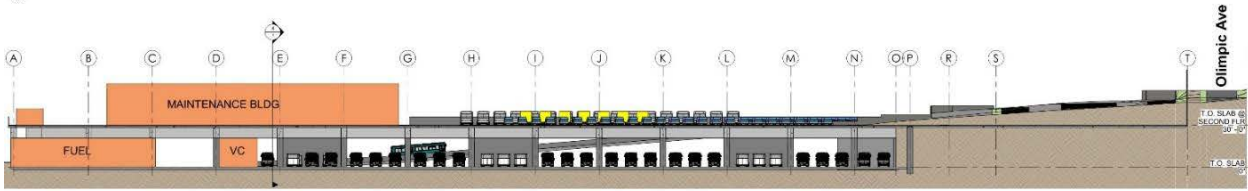
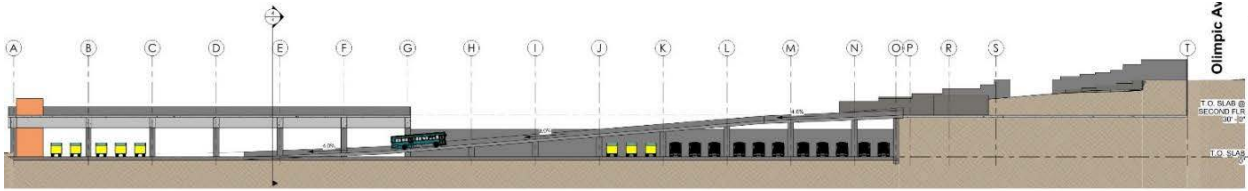
## First Floor at street level



## Second Floor



Site Cross Section







## BASE SITING STUDY

December 8, 2020

**Draft Report**



## TABLE OF CONTENTS

<b>ACKNOWLEDGEMENTS .....</b>	<b>3</b>
<b>SUMMARY OF KEY FINDINGS .....</b>	<b>4</b>
 <b>BACKGROUND</b>	 <b>SECTION 1</b>
Objective and Scope.....	5
Team Process .....	5
Transit Goals .....	6
Existing Facilities Assessment .....	6
 <b>PROGRAMMING</b>	 <b>SECTION 2</b>
Space Program / Needs Assessment.....	7
Staffing Projections .....	7
Vehicle Projections.....	7
Preliminary Space Program .....	7
Building Configuration Diagrams .....	8
 <b>SITE SELECTION</b>	 <b>SECTION 3</b>
Site Selection Criteria .....	9
Identification of Potential Site Alternatives .....	10
Evaluation of Site Alternatives .....	11
Site Finalists .....	12
Comparison of Site Finalists .....	15
 <b>APPENDICES</b>	
Appendix A – Existing Conditions Surveys .....	
Appendix B – Program Documents .....	
Appendix C – Site Selection Documents .....	
Appendix D – Site Finalist Documents .....	
Appendix E – Environmental Data .....	
Appendix F – January 2020 Board Presentations.....	

## ACKNOWLEDGEMENTS

TCF wishes to extend its gratitude to the many individuals who provided time and insight to the development of this study.

Name	Title / Role	Representing
<b>Owner: Kitsap Transit</b>		
John Clauson	Executive Director	Kitsap Transit
Steffani Lillie	Service & Capital Development Director	Kitsap Transit
Edward Coviello	Transportation & Land Use Planner	Kitsap Transit
Kelly Houck	Capital Admin. Associate	Kitsap Transit
Ellen Gustafson	Operations Director	Kitsap Transit
Dennis Griffey	Vehicle & Facilities Maint. & Inventory Control Director	Kitsap Transit
Jeff Vinecourt	Access Manager	Kitsap Transit
Dee Williams	Vanlink Coordinator	Kitsap Transit
Kathryn Jordon	Routed Operations Manager	Kitsap Transit
Cyndi Griffey	Worker-Driver Supervisor	Kitsap Transit
Kevin Futrell	Transit Planner	Kitsap Transit
Robbie Robinson	Facilities Supervisor	Kitsap Transit
Scott Rider	IT Administrator	Kitsap Transit
 <b>Planning Team</b>		
Randy Cook, AIA LEED	Managing Principal	TCF Architecture
Amy Gingerich	Project Assistant	TCF Architecture
Mark Probst	Principal / Transit Planning	WSP
Steve Quarterman	Project Engineer	Landau Associates
Tom Brown	Real Estate Consultant	Lee & Associates
Darrell Smith	Director of Civil Engineering	LDC Corp.
Owen Bower	Structural Engineer	Lund Opsahl
Chuck Heaton	Principal, Electrical Engineer	BCE Engineers
Chris Caffee	Principal, Mechanical Engineer	BCE Engineers

## SUMMARY OF KEY FINDINGS

### Study Objective

Determine a long-range (30-50 years) strategy for the development of facilities to support all of Kitsap Transit's maintenance, operations, and administrative (MOA) functions, including a preferred site location.

### Planning Team

- A team of professionals (The Planning Team) led by Tacoma-based, TCF Architecture, and including WSP, a nationally recognized transit facilities planning firm, conducted the study, engaging Kitsap Transit staff throughout the process to confirm facility needs, establish planning criteria, and evaluate alternatives.

### Needs Assessment

- The Space Program / Needs Assessment (planning for 30 years of growth) identifies a deficiency of almost 92,000 SF in total area compared to the total area Kitsap Transit presently occupies at Charleston Base, South Base, and the Washington Avenue Administrative offices. Approximately 66,000 SF of the space deficiency amount is in maintenance functions, with another 8,700 SF in administrative and public access functions.
- A site supporting all Kitsap Transit MOA functions requires between 20 and 25 acres.
- The existing 4.3-acre Charleston Base site is inadequate in size to support the long-range MOA program. However, it was confirmed that for the Worker-Driver program to operate efficiently and effectively, it must continue to operate from this location due to proximity to the west shipyard gate. Further, the current base can also accommodate a number of program functions such as Facilities and Training if additional program flexibility is needed.
- The North Base is functioning well but will need to accommodate additional bus parking in the future. The remaining center parcel, currently master-planned for the development of a satellite maintenance building, could accommodate up to --- additional buses. Additional discussion and analysis will be needed to make this decision. (Note: this decision has little to no bearing on decisions regarding new MOA facilities in Bremerton).
- The South Base should be kept and improved to continue serving as a satellite site supporting bus routes to the south of Bremerton/Gorst.

### Alternatives Considered for MOA Facilities

- Geographical boundaries for locating a potential consolidated MOA facility were established with Kitsap Transit staff to be north of Sinclair Inlet, east of Gorst, west of the Warren Avenue, and south of Chico Way. The Bremerton Airport industrial area was considered and rejected due to untenable traffic congestion and vehicle deadhead time.
- Through a search conducted by a commercial real estate professional within the noted general Bremerton area boundaries, four sites (in addition to the Charleston Base site) were identified as candidates for further investigation and evaluation. Each site candidate requires the assemblage of multiple residential parcels, commercial parcels, or a mix of both residential and commercial parcels.
- Following a thorough evaluation process conducted by the Planning Team, two site finalists were identified as suitable for supporting a MOA Base and meeting Kitsap Transit's goals and criteria. The Charleston Base would continue to operate as the W-D hub and also support Facilities Maintenance and Training functions regardless of the site alternative selected.
- The two site finalists include:
  - Montgomery Avenue Site, (Also known as the Gateway Center) between Burwell Street and 6<sup>th</sup> Street, extending to Olympic Avenue. This site alternative requires the construction of an elevated upper deck to provide a total of approximately 21 acres of area to accommodate the full program. The location is two blocks north of the Charleston Base.
  - National Avenue Site, between Arsenal Way and 1<sup>st</sup> Street. This site accommodates the full program at grade and provides efficient access to Highway 3 and city bus routes.
- A final comparison of the two site finalists shows the National Avenue site to be the preferred site alternative.

### Next Steps

- This report is intended to provide Kitsap Transit with the essential data and other information needed to adopt a preferred site alternative and determine a strategy for implementation.
- A public engagement process is expected, and a consulting team is available to conduct the outreach upon authorization.



## SECTION 1 – BACKGROUND

### OBJECTIVE AND SCOPE

Between 2000 and 2015, ridership within the Kitsap Transit system doubled from about 2 million to almost 4 million passenger trips. This increase was accompanied by approximately 13% growth in staff and 15% in vehicle quantity through 2019. However, while many investments were made in infrastructure throughout the transit system, significant facilities limitations and inadequacies remain at the Charleston Maintenance & Operations Base in Bremerton, and the South Base in Port Orchard.

The continual challenges of managing the fleet of over 400 vehicles, coupled with projected growth in staff and vehicles over the next 20-50 years, led to a decision by Kitsap Transit to develop a long-range facilities strategy to adequately support the transit system. The study to determine such a strategy would consider the usefulness and condition of all currently owned facilities and properties, but also assess the potential to consolidate all maintenance, operations, and administrative (MOA) functions at a common base that could serve Kitsap Transit's needs for the next 50 years and beyond.

In 2019, Kitsap Transit retained the services of TCF Architecture (TCF) with the objective of developing a long-term facilities plan. The study, known as the “Base Siting Study”, would establish long-range facility goals, evaluate the condition of existing facilities, establish a space needs program for site and building area with projections for staff and vehicles over a minimum 30-year planning period, conduct a search for potential site alternatives within a limited geographic area suitable for supporting the agency's goals and the program needs, evaluate the site alternatives based on established criteria, and determine a preferred site or, potentially, two viable candidates that could be presented to the Kitsap Transit Board of Directors for consideration.

This report summarizes the methodology, scope, and key findings of the study, along with recommended next steps to move forward. All supporting documents developed in the course of the study are organized in a series of appendices to this Executive Report.

### TEAM PROCESS

TCF approached the scope of the study by assembling an experienced team of consultants and conducting a process of active engagement with Kitsap Transit personnel.

#### Team Structure and Roles

##### Kitsap Transit Participation

- **Advisory Team:** The Advisory Team comprised of the Executive Director, John Clauson, Service & Capital

Development Director, Steffani Lillie, Vehicle and Facilities Maintenance & Inventory Director, Dennis Griffey, and Operations Director, Ellen Gustafson, Transportation and Land Use Planner, Ed Coviello, and Capital Administrative Associate, Kelly Houck. The Advisory Team worked throughout the study to establish goals, provide direction, and offer feedback as information was developed.

- **Program Team:** In addition to the Advisory Team, Kitsap Transit selected key staff to engage with the TCF Team, communicating functional space needs, programmatic adjacencies, and staffing and equipment needs, all of which form the basis for the Preliminary Space Program included in the appendices and summarized in Table 1.

##### Design/Planning Team

**TCF Planning Team:** TCF assembled a team of experts with both local and national recognition in transit and public facility planning and design.

- **TCF Architecture** is a full-service architecture firm located in Tacoma, WA, specializing in the planning and design of public, fleet-based facilities.
- **WSP** is a multi-disciplinary engineering company with experience planning and designing transit facilities nation-wide, providing programming, fleet analysis, and conceptual design.
- **Landau Associates** is a multi-disciplinary geotechnical and environmental engineering company, providing environmental research and investigation.
- **LDC Corp.** is a Puget Sound based civil engineering firm providing research and investigation for site selection studies.
- **ARC** is a cost estimating firm providing concept estimating for the final site alternatives and buildings.
- **Lee & Associates** is a South Sound commercial real estate company providing the identification of potential properties for development consideration.
- **Lund Opsahl** is a Seattle structural engineering firm, providing assessments for existing facilities and conceptual structural design assistance.
- **BCE Engineers** is a Tacoma mechanical and electrical engineering firm providing assessments for MEP systems at existing facilities.

## TRANSIT GOALS

At the outset of the study, TCF worked with the Advisory Team to discuss and identify goals to clarify the objective of a long-range plan that would inform the approach to considering future facility needs and pursuing alternatives

- Locate central and satellite bases for most cost-effective operations and bus routing.
- Optimize opportunities for system-wide operational efficiencies.
- Provide facilities that have adequate space for maintenance, training, safe maneuvering, convenient secure access to inventory and parts, and that promote efficient interaction between groups and departments.
- Provide close Worker-Driver layover and access proximity to shipyard.
- Consolidate Maintenance, Operations and Administration functions in a central MOA.
- Provide long term flexibility and expandability.
- Plan for fleet electrification phased over time.
- Be a good steward of public resources



Figure A – Kitsap Transit’s First Electric Bus

## EXISTING FACILITIES ASSESSMENT

The TCF Team reviewed the existing facilities at the Charleston Base and South Base to determine general physical conditions and operational deficiencies.

### Charleston Base

The 4.3-acre Charleston Base (Figure B), located near the SW entrance to the Bremerton Naval Shipyard, has been the home for Kitsap Transit’s primary maintenance & operations functions since the 1980’s. As described in Section 3 of this report, the Charleston Base is too small to accommodate the full program. However, the site is essential for the efficient operation of the Worker-Driver program due to its proximity to the shipyard gate.



Figure B - Charleston Base Site

### South Base

Kitsap Transit’s South Base property, a former Puget Sound Energy (PSE) operations facility, provides a satellite operating base for bus routes south of Bremerton, reducing the need to regularly travel through the congested Gorst area. The site and existing building also provided space to locate the growing Facilities Department including workshop space, heated storage, covered storage and yard storage. Currently, 18 Fixed Route buses and 13 Access buses deploy from this base location, which includes a small driver’s lounge and a separate modular building used for various training purposes.

### North Base

As the North Base facilities are new, the team did not study the physical conditions. The remaining property, currently undeveloped at the center of the North Base complex just east of the Driver’s Building, was originally master-planned by TCF to accommodate a future satellite maintenance building for the purpose of providing North Base with additional capability to perform more extensive vehicle maintenance services, reducing the need to shuttle buses to Bremerton. The Conditional Use Permit approved through the City of Poulsbo, also identifies a future maintenance building in this location.

However, because additional bus parking capacity is a growing need at North Base, this site area may also be considered for expanded parking. The existing Fuel Building on the north end of the North Base complex accommodates normal PM work for the North Base fleet and can continue to operate in this capacity. Developing the site initially for parking would allow for increased parking needs while not precluding a future maintenance building.

## SECTION 2 - PROGRAMMING

### SPACE PROGRAM AND NEEDS ASSESSMENT

TCF conducted a series of workshops with the Advisory Team and Program Teams representing each of the Kitsap Transit departments to review current and projected workforce size, how work is being conducted today, and how overall workflow could be optimized through better planning and the integration of programmatic criteria. Through diagramming and recommendations for space configurations common in transit facilities and other public facilities, TCF and WSP developed a space needs program for all departments and functions including projected staffing and vehicles for a minimum 30-year planning period.

#### Staffing Projections

While staff size increased approximately 13% since 2000, staff increases projected over the next 20-30 years shows as much as 70% growth. Table 1 below indicates projections across the five primary Kitsap Transit departments as developed with the Advisory Team. Projections take into consideration the Long-Range Transit Plan and goals for the implementation of High Capacity Transit.

**Table 1 – 30 Year System-wide Staffing Projections**

Department	2020	2030	2040	2050
Administrative	49	71	84	90
Maintenance	41	65	74	82
Operations	187	256	310	321
Facilities	16	29	36	44
Marine <sup>(1)</sup>	8	8	8	8
Totals <sup>(2)</sup>	301	429	512	545

(1) Not including vessel crew

(2) includes 69 drivers and 5 maintenance staff at North Base and 44 drivers at South Base.

#### Vehicle Projections

For the purposes of planning for future vehicle growth, percentages for different vehicles in the fleet mix are used. Table 2 below summarizes the vehicle types, percentage of spares, and growth factors to arrive at a projected, programmed quantity of vehicles to be accommodated, and not already stationed at North Base. Any new facilities strategy must accommodate this fleet and mix over the next 30 years.

**Table 2 – 30 Year Vehicle Projections for new MOA Site**

Vehicle Type (with 30-year growth factor)	Total Vehicles
Fixed Route (4% Spares / 20% growth)	125
Worker-Driver (4% Spares / 20% Growth) (1)	8
Access (4% Spares / 15% Growth)	91
Van Pool (4% Spares / 15% Growth)	15
Non-Rev Vehicles (20% Growth)	43
Downline (all vehicle types)	53
Contingency Fleet (15% of Fleet)	25
Totals (2)	360

(1) All other W-D buses will report to Charleston Base (53 including growth)

(2) Not including vehicles stationed at North Base



Figure C - Charleston Base - Worker-Driver MCI Buses

#### Preliminary Space Program

Table 3 on the following page summarizes the total square footage currently occupied by Kitsap Transit at the Charleston Base, South Base, and the Washington Avenue (Ferry Terminal) Building, along with the proposed square footage determined from the programming workshops for a full MOA facility at a single site location. Primary deficiencies are in the maintenance space, while administration space needs are also projected to grow.

As noted previously, the Worker-Driver (W-D) program (See Figure C) will not operate efficiently if located further away from the shipyard's SW gate. A conclusion of this study is to maintain the Charleston Base for the W-D program. This also offers the opportunity to locate the Facilities Maintenance group and all training functions at the current Base, splitting the Space Program at two locations. (Discussed further in Section 3).



**Table 3 – Summary of Proposed Program Area**

Program Category	Existing Program Area (sf) (1)	Proposed Program Areas		
		Enclosed	Canopy	Total
Administration	17,552	26,275	0	26,275
Operations	13,509	12,443	0	12,443
Maintenance	16,292	79,641	2,370	82,011
Facilities	8,012	10,039	6,000	16,039
Training	2,085	6,955	0	6,955
Fuel & Wash	8,011	10,982	2,200	13,182
Marine	600	910	0	910
Totals	66,061	147,245	10,570	157,815

(1) Existing area occupied at Charleston Base, South Base, and Ferry Terminal Bldg.

## Building Configuration Diagrams

WSP prepared basic plan diagrams representing the major blocks of program area for use in developing conceptual site plan configuration drawings to test site alternatives.

### Administration & Operations

For the purposes of preparing site plan configuration diagrams for the various site alternatives, a simple rectangular footprint is used totaling approximately 40,000 sf in an assumed two-story configuration.

### Maintenance (Figure D)

Major area blocks for the vehicle maintenance program include large and small repair bays flanking a center block containing all other shops and specialty program spaces.

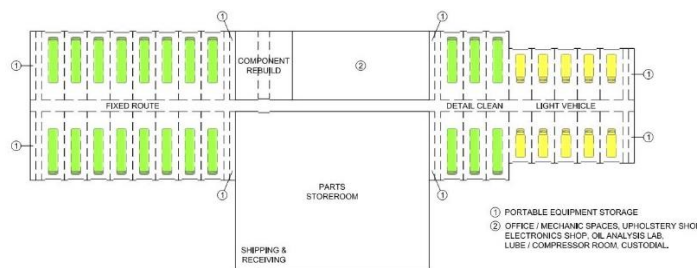


Figure D – Programmatic Maintenance Building Layout

### Fuel & Wash (Figure E)

The fuel and wash facilities are generally modeled after the North Base fuel and wash buildings (Figures F & E), designed by TCF and WSP. Critical dimensions for bus circulation

ensure adequate layouts are accommodated on the site plans.

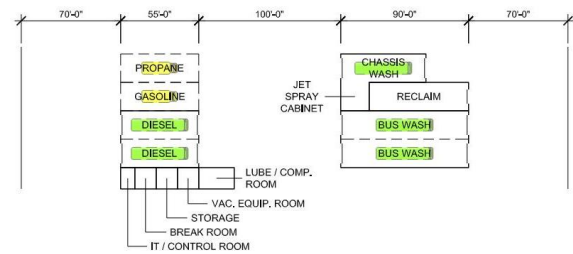


Figure E – Programmatic Fuel & Wash Building Layout

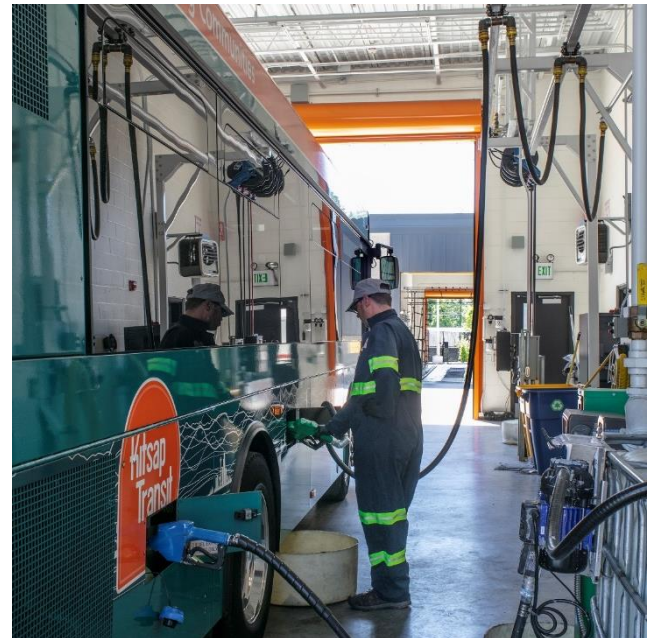


Figure F – North Base Enclosed Bus Fueling and PM Bay



Figure E - North Base Bus Chassis Wash

### Facilities Maintenance and Training

Diagrams for Facilities Maintenance group and Training function are not shown but were prepared and used in the process of exploring site layouts.



## SECTION 3 – SITE SELECTION

### SITE SELECTION CRITERIA

In collaboration with the Kitsap Transit Core Advisory Team, the Planning Team developed a list of criteria with weighted values by which to evaluate, score, and rank each site alternative. The criteria categories used in the evaluation process are summarized below. (See Appendices for the Evaluation Matrix).

#### Site Location – Route Origination

- Location: Sites must be located to provide direct access to fixed routes with limited deadhead time. (See Site Search Map indicated in Figure A).

#### Site Size, Shape, and Access

- Size: The site must be sufficient in size to accommodate the full MOA program build-out or have flexibility to be phased to reach full build-out if development occurred in phases. Sites not sufficient in size may require a second deck level which will be explored and considered in terms of cost, practicality, and other operational issues.
- Shape: The shape of the site and topography must allow for safe and efficient operational flow in the layout of facilities, bus parking, and drive areas.

#### Environmental / Regulatory

- Zoning: Ideally, candidate sites are zoned to permit public maintenance, operations, and administrative facilities either outright or, by means of a Special or Conditional Use permit. However, while sites requiring a Comprehensive Plan or zoning revision may score low, such a site may score high in other key categories and warrant the effort and time to pursue a zoning modification.
- Sensitive Areas: Sites with sensitive area conditions such as wetlands, streams, steep slopes (geological hazards) will score low in this category depending on the extent that can be determined during initial investigations. Additional investigations to determine extent and classifications of sensitive areas may be warranted for those sites that remain contenders due to high scores in other key categories.
- Hazardous Materials: The likely or known presence of hazardous materials may produce a low score for this criterion. Sites that remain in contention due to high scores in other key areas may warrant additional investigations into the extent of contamination, possible current clean-up efforts, and other available data through governing jurisdictions to determine severity and possible courses of action.

- Easements and Encumbrances: Underlying easements and other property encumbrance restrictions often pose challenges on potential site development and will generally produce lower scores for this criterion. As with other environmental issues as noted above, additional investigations and research may be warranted if a site with such conditions remains a contender due to high scores in other key categories.
- Environmental Justice: Defined as “the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies”, any property acquisition and subsequent development by Kitsap Transit will follow all national, state, and local laws and policies to ensure Environmental Justice is considered in the process.

#### Economics

- Site Acquisition: Market value cost information is researched for each site.
- Site Development: Consideration of costs during the initial evaluation process focus primarily on site development including grading, retaining, utilities systems, storm water management, road access, and potential off-site or mitigation costs for traffic improvements or environmental. Building costs are typically not included at this stage unless significant infrastructure such as an elevated deck is required. The approach is to determine relative costs for site development prior to building construction.
- Long Term Operational Costs: Consideration of long-term costs incurred due to site operational flow inefficiencies inherent in the site.
- Tax Revenue: Consideration is given to how each site may impact overall municipal tax revenues due to placing property in tax-exempt status.

#### Public Relations

- Perception: Consideration of anticipated public reaction due to the nature of the site location or other issues.
- Neighborhood Compatibility: Consideration of the impact of a MOA development on the surrounding neighborhood.

#### Other Criteria

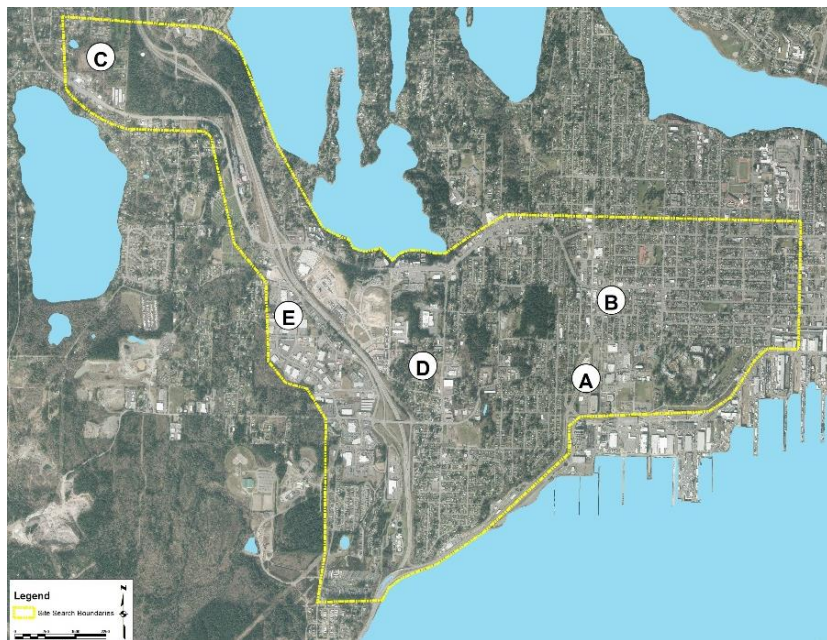
- Fatal Flaw: Sites that reveal a condition that is considered a fatal flaw will score a zero.

## IDENTIFICATION OF POTENTIAL SITE ALTERNATIVES

Using primary programmatic criteria established from the Needs Assessment, including preliminary building and bus parking configuration footprint diagrams, approximate minimum acreage, and geographic boundaries focusing the search area, the Planning Team initiated a search for

potential site candidates. With the assistance of a commercial real estate professional, the Planning Team identified four potential site candidates in addition to the Charleston Base site. (See Figure F). A general summary of each site is provided below.

**Figure F - Geographic Boundaries for Site Search**



The Planning and Advisory Teams discussed the extent of the search area in depth, considering many factors. Minimizing “deadhead” time is a key driver in the siting of a transit base to ensure the most efficient vehicle revenue hours for each bus. The nature of the Bremerton and Kitsap County roadway system, coupled with extreme topography, environmentally sensitive areas, and existing development, presents significant challenges to siting a Kitsap Transit MOA facility. The resulting site search boundary (yellow line in Figure F) reflects the concurrence of the Planning and Advisory Team as providing the most practical, feasible, and economical zone in which to locate any future base facility. The Bremerton Airport/Industrial Park area was rejected due to unacceptable deadhead time.

### Site A – Charleston Base

The Charleston Base is exceptionally well located to support the Worker-Driver (W-D) program, enabling the W-D buses to park with immediate proximity to the Puget Sound Naval Shipyard (PSNS) Farragut Avenue gate. Using “hot parking” of the W-D buses following the departure of the Fixed Route buses each morning, the Charleston Base provides all needed facilities for servicing the W-D buses during the day shift.

While located well for route origination into the city and to Highway 3, the 4.3-acre Charleston site has no practical expansion capabilities in any direction, nor would a second deck level provide sufficient area for accommodating the full MOA program. Rather than consider the Charleston site as a long-term solution for a MOA facility, this site should remain an integral part of the long-term Kitsap Transit facilities strategy as a hub for the W-D program, maintaining the existing maintenance, fueling, and washing facilities. Furthermore, once Operations and Maintenance are relocated to a new MOA facility, the site is ideally suited and situated to accommodate other program functions including Facilities Maintenance,

Training, and Storage (IE. Archives, surplus, Marine, etc.) in the existing buildings. (See appendices for Existing Facilities Conditions surveys completed by the Planning Team).

### Site B – Montgomery Street (Gateway Center)

The Montgomery Avenue site takes advantage of a portion of property already owned by Kitsap Transit known as the “Gateway Center”, a former retail development now used by Kitsap Transit as a Park & Ride and leasable space. The site is just two blocks north of the Charleston Base with direct access to and from 6<sup>th</sup> Street and Burwell Street to serve bus routes in all directions.

However, to accommodate the full facilities program, the construction of an elevated second deck level will be required. During the preliminary site investigations, the Planning Team developed preliminary site & floor plan layout drawings to explore design feasibility for the second level deck. Because the grade rises sharply on the east side of the site, the natural topography lends well to an upper deck concept. Accommodating the full program requires extending the development all the way to Olympic Avenue, and to the alley west of Montgomery Avenue.

Preliminary concepts for a Kitsap Transit MOA facility demonstrate functionality that relies on a two-story approach. Primary bus parking and fueling and washing would be accommodated on the main level while maintenance building, administration and operations building, and all other parking is located on the upper deck level. The 43 parcels include 30 residential parcels and 13 commercial parcels, not including the Gateway Center.

### Site C - Kitsap Way

The Kitsap Way site requires the acquisition of a large portion of land from Puget Sound Energy behind the Red Apple grocery store along with seventeen mostly commercial properties to create a site area of nearly 20 acres. This site alternative scored low on virtually every criterion. In addition to topography challenges and the presence of wetlands, the site shape and proportions resulting from the assembled parcels produced an awkward and inefficient site that would still require an elevated structural deck level to ensure the full accommodation of the program. Other undesirable conditions include access to the site from Kitsap Way, which would be very difficult and unsafe due to the curving arterial and traffic conditions, and the entrance driveway into the site which PSE would need to agree to share. This site was eliminated from further consideration.

### Site D – National Avenue

The National Avenue Site is the only site of the four alternatives that does not require an elevated structural deck to accommodate the MOA program. Initially, a larger site area was considered and subsequently reduced as site layout concepts were further explored. A total of 70 parcels including 49 residential properties would need to be acquired to provide the recommended site area. The site provides convenient access to Highway 3 via West Loxie Eagans Blvd, and to city routes via National Avenue both north and south accessed from Arsenal Way. A large open area at the center of the site is a former dump site. Available information regarding the presence of hazardous materials is included in the appendices. A closure plan for cleanup was submitted to the Kitsap County Health and Ecology Department by the current owner in 2016. However, the status of cleanup is not known at this time.

### Site E – Auto Center Way

The Auto Center Way site provided a potential alternative for a site within a commercial area with convenient access to Highway 3 and city routes. However, this site will require street vacations and an elevated structural deck to accommodate the MOA program, as well as the relocation of numerous existing commercial businesses.

## EVALUATION OF SITE ALTERNATIVES

The Planning Team and the Advisory Team met to review the site alternatives and perform a detailed evaluation, to score and rank the sites. A copy of the “Site Evaluation Matrix” is included in the appendices, with the final scoring and ranking summarized in Table 4 below.

**Table 4 – Summary of Site Evaluation Scoring**

Criteria Category	Possible Pts	A Charleston	B Montgomery	C Kitsap Way	D National	E Auto Center
Site Location (pass/fail)	25	25	15	10	22.5	22.5
Size, Shape, Access (Pass/Fail)	95	Fail 0	66	16.5	83.5	75.5
Environmental	50	48	35	22.5	30	37
Economics	50	32	29	9	25.5	14.5
Public Relations	45	29	10	13	21	17
No Likely “Fatal Flaw”	30	0	26	1	26	1 (1)
Total Scores	295	Fail	181	72	209	168
Ranking		N/A	2	Eliminate	1	Eliminate

(1) Subsequently downgraded to a score of “1” due to likely fatal flaw as described below. Site Eliminated.

The result of this initial scoring process was the elimination of the Charleston Site and the Kitsap Way site as contenders for accommodating a future MOA facility. The three remaining sites were presented to the Kitsap Transit Board in January 2020, as part of a briefing on the current progress of the Base Siting Study. Following the briefing, additional discussions with the Advisory Team determined that the scoring of the last criterion (“No likely fatal flaw”) for the Auto Center Way site was incorrect, and that successfully acquiring these commercial properties and relocating businesses with large land needs of their own presented a potentially insurmountable challenge. The score was subsequently downgraded as indicated in Table 4.



## SITE FINALISTS

Based on the evaluation and ranking of the site alternatives noted in the previous section, the two site finalists are Site Alternative B, Montgomery Avenue, and Site Alternative D, National Avenue. (See Figures G and K for site boundaries).

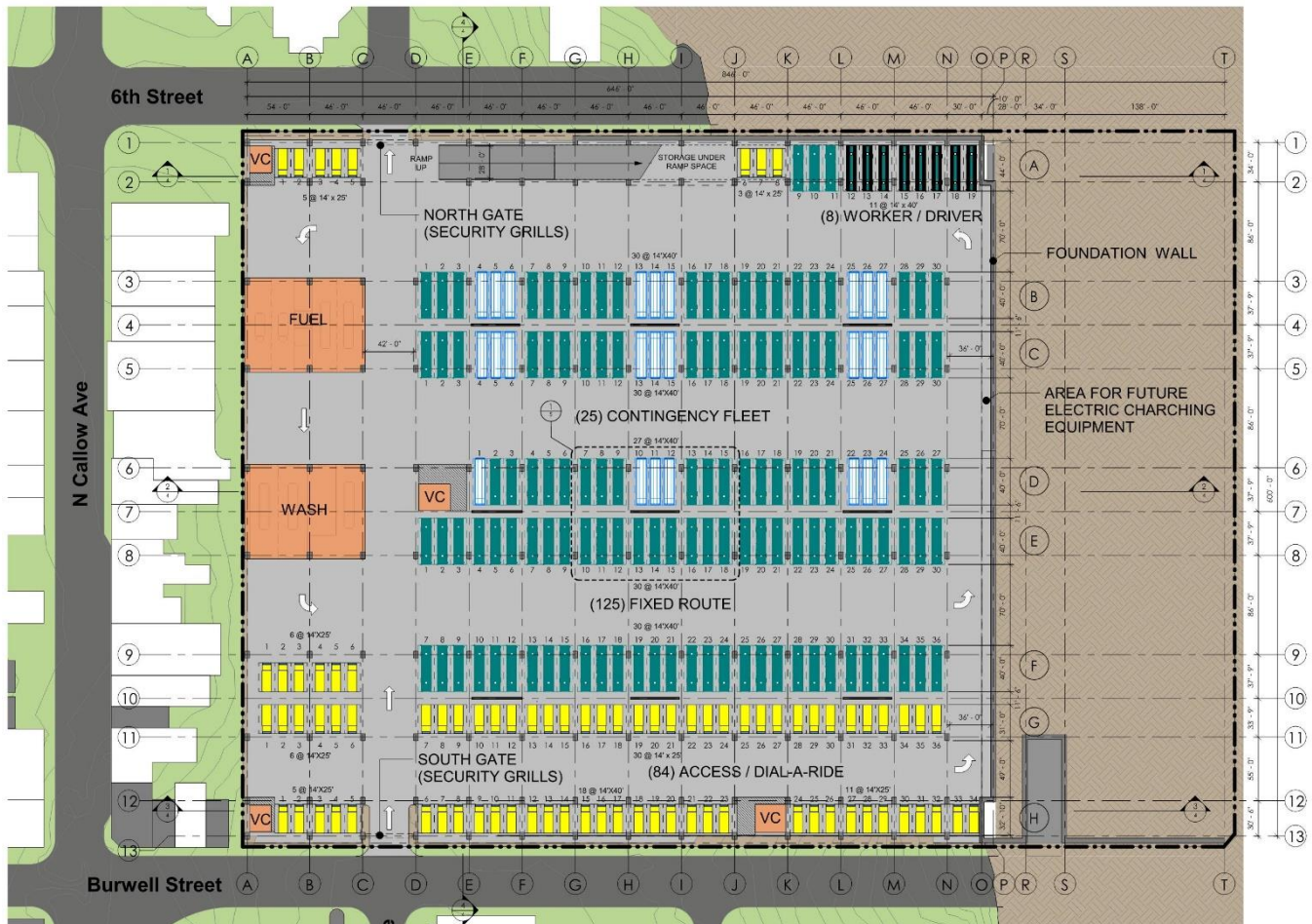
### Site Alternative B - Montgomery Avenue

**Figure G – Proposed Montgomery Site Boundaries**

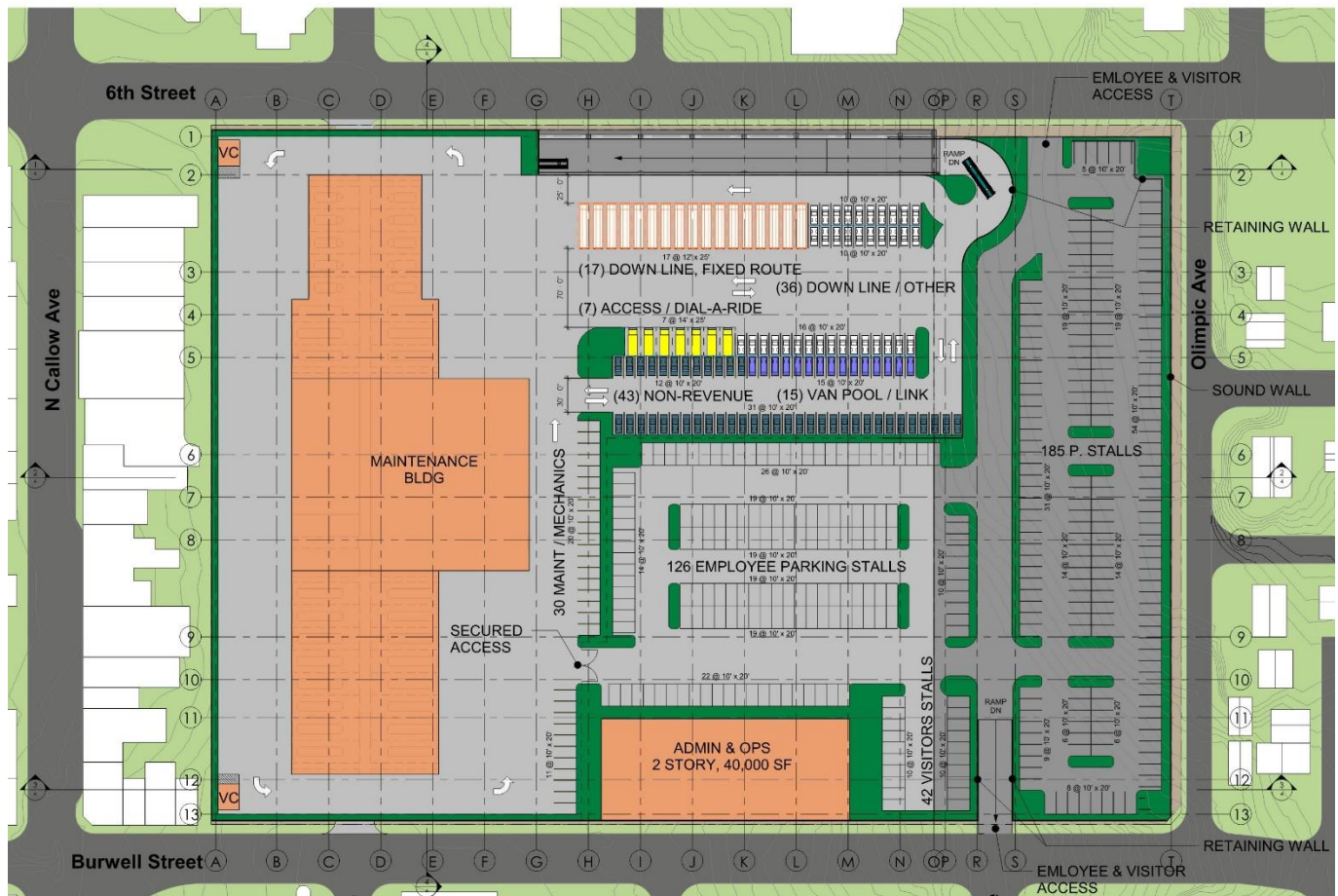


As both site finalists will require the acquisition and assembly of multiple commercial and residential parcels, a more detailed analysis focused on studying the practicalities of site and building development for operational flow and determining potential costs. For the Montgomery Avenue site, the feasibility of constructing an elevated structural deck to accommodate the full MOA program was studied. Figures H and I provide conceptual layouts for the two levels showing bus parking, staff and visitor parking, vehicle circulation and access, as well as building footprints. Figure J illustrates vertical cross sections through the elevated structure and the site. The analysis demonstrates that the site does function operationally. Refer to Table 5 for a summary analysis of this site finalist relative to key criteria, including preliminary costs.

**Figure H: Montgomery Avenue First Level Conceptual Site Layout**



**Figure I: Montgomery Avenue Second Level Conceptual Site Layout**



**Figure J: Montgomery Avenue Site Cross Sections**





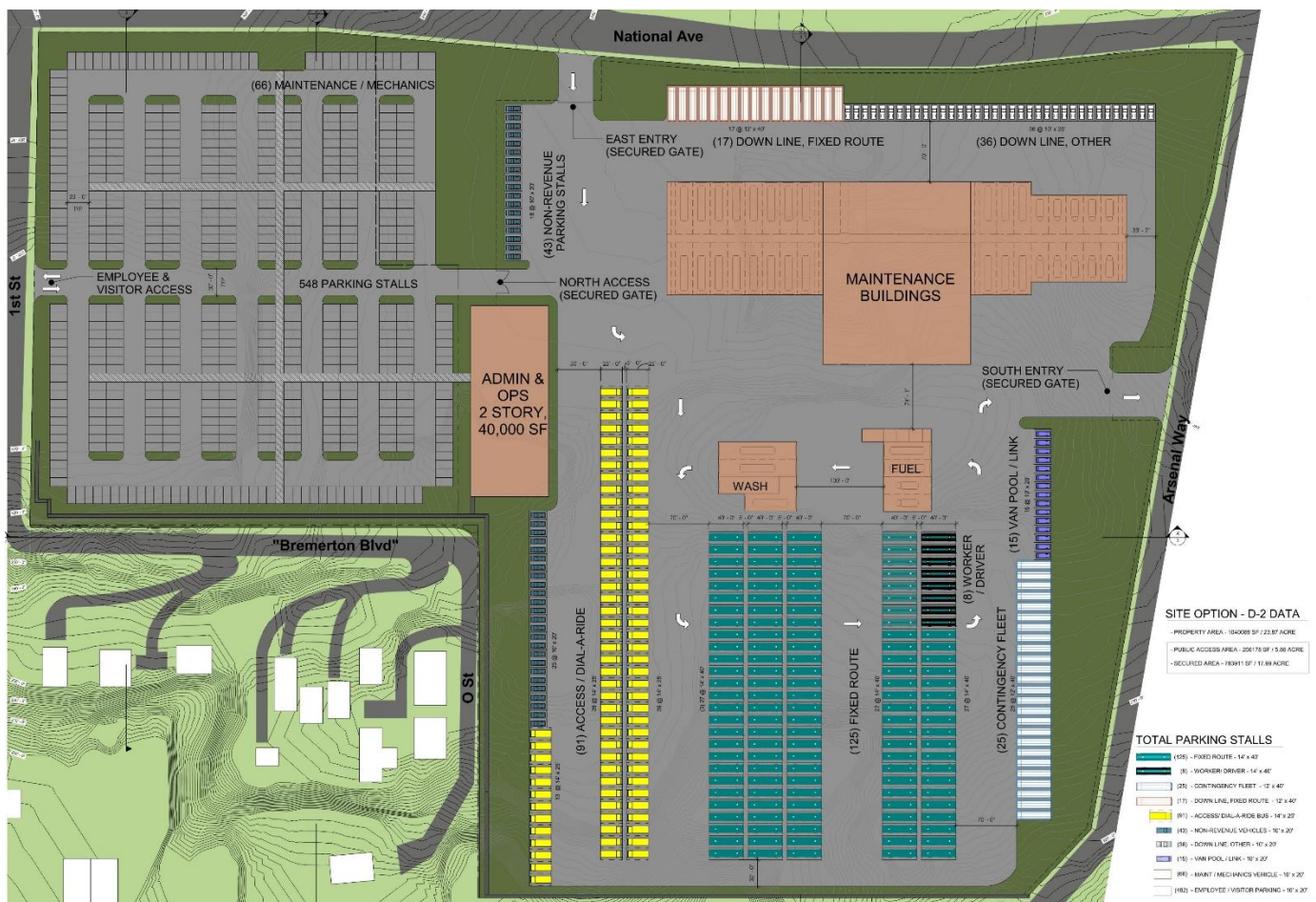
## Site Alternative D - National Avenue

**Figure K – National Site Boundaries**



Unlike the Montgomery Avenue site alternative, the National Avenue site does not require an elevated structural deck to accommodate the MOA program. The site was further studied to explore site layout options, grading, bus access, and to prepare a budgetary cost estimate. This site does require a considerable number of parcels to be acquired and assembled, particularly residential parcels as well as right of way street vacations. A former dump site present in the large open parcels adjacent to National Avenue will require further investigations with the current owner and the County in the event this site is pursued by Kitsap Transit. Refer to Table 5 for a summary analysis of this site finalist relative to key criteria, including preliminary costs.

**Figure L – Proposed National Avenue Conceptual Site Layout**





## COMPARISON OF SITE FINALISTS

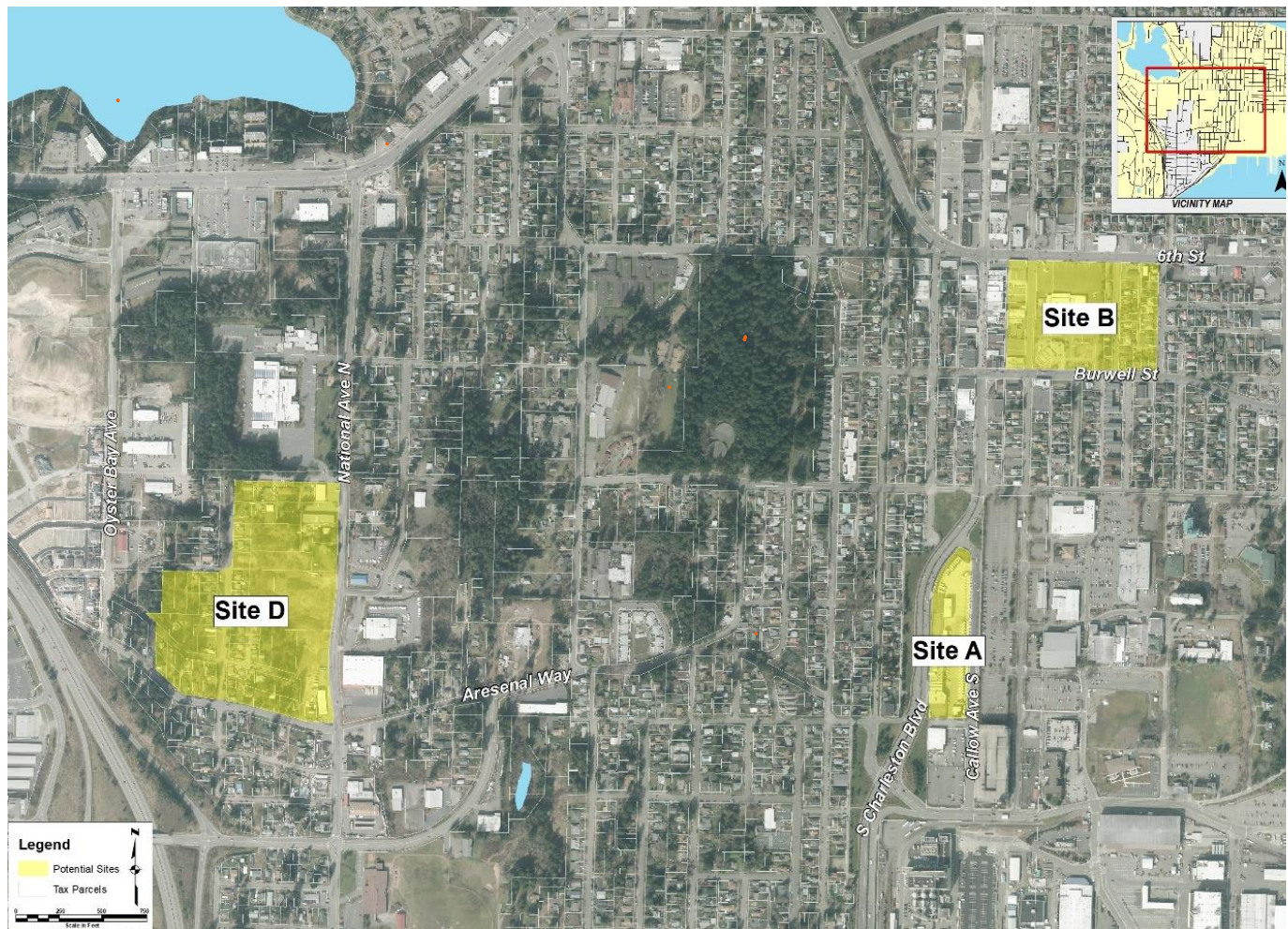
The table on the following page provides a summary comparison between the two site alternative finalists identified through study work completed for the Phase 1 Base Siting Study. The information provided in the table, organized under ten key criteria categories, is intended to provide the Kitsap Transit Board of Directors with the essential data for each site alternative for the purposes of determining a preferred site to pursue as the home for a new, consolidated Kitsap (MOA) Base, or if neither site will be pursued.

### Role of Other Kitsap Transit Facilities

As noted previously under either of the MOA site alternatives, Charleston Base, South Base, and North Base will remain as integral elements to the overall facilities strategy for Kitsap Transit. The Charleston Base will

accommodate the Worker-Driver program (including parking, maintenance, fueling and washing), Facilities Department, long term archival and general agency storage, Marine Storage, Training Center, along with flexible meeting and overflow office space. The South Base facility in Port Orchard will accommodate bus parking and operator facilities for the South County routes as well as general storage for Facilities Maintenance. Finally, North Base will continue to accommodate bus parking, washing, fueling, and operator facilities for all North Kitsap County routes. Additional study will still be needed to determine the extent of improvements needed at each of these three facilities, depending on the level of investment and development at the proposed new MOA Base. Preliminary “Rough Order of Magnitude” costs are included in the analysis.

**Figure K - Aerial of Bremerton Showing Charleston Base and the Two Site Finalists**



Site B: Montgomery Avenue

Site D: National Avenue

**Table 5 – Comparative Summary of Site Finalists**

Categories	Site Alternative B - Montgomery Avenue	Site Alternative D - National Avenue Site
<b>1</b>  <b>Location as a centralized MOA base for Kitsap Transit</b>	<u>Montgomery Avenue / Gateway Center</u> <ul style="list-style-type: none"> <li>The location just one full block north of the Charleston Base site between 6<sup>th</sup> Street and Burwell Street offers convenient access to City bus routes and to Charleston Blvd and Highway 3.</li> <li>Being only one block from the Charleston Base offers potential options and flexibility for sharing resources.</li> </ul> <u>Observations / Conclusions:</u> <ul style="list-style-type: none"> <li>The site location is excellent for proximity to Charleston Base and efficient access to all bus routes.</li> </ul>	<u>National Avenue at Arsenal Way</u> <ul style="list-style-type: none"> <li>This location offers convenient access to City bus routes via National Avenue and to Highway 3 via Arsenal Way.</li> <li>The proposed site is one mile west of the Charleston Base, a 4-5-minute drive via Farragut Street and Arsenal Way.</li> </ul> <u>Observations / Conclusions:</u> <ul style="list-style-type: none"> <li>The site location is excellent for efficient access to all bus routes and only 1 mile from the Charleston Base.</li> </ul>
<b>2</b>  <b>Site Size and Configuration</b>	<u>Site Area: 21.3 acres (Including upper level deck)</u> <ul style="list-style-type: none"> <li>Area includes Gateway Center already owned by KT</li> <li>Total new site area to be acquired: 5.8 acres</li> <li>Proposed Development Area: 1st Level: 9.1 ac, 2nd Level Deck: 9.22 ac, 2nd Level at Grade: 2.98ac</li> </ul> <u>Observations / Conclusions</u> <ul style="list-style-type: none"> <li>The proposed site boundaries define an area sufficient to accommodate the full MOA program build-out if the full site can be developed. (See Zoning section for maximum allowable site coverage).</li> </ul>	<u>Site Area: 24.36 acres</u>  <u>Observations / Conclusions:</u> <ul style="list-style-type: none"> <li>The proposed site boundaries define an area sufficient to accommodate the full MOA program build-out.</li> <li>It is possible that neighboring parcel owner's</li> </ul>
<b>3</b>  <b>Jurisdiction and Zoning</b>	<u>City of Bremerton Jurisdiction</u> <ul style="list-style-type: none"> <li>Zoning: District Center Core (DCC)</li> </ul> <u>Observations / Conclusions:</u> <ul style="list-style-type: none"> <li>The City's Zoning requirements for the DCC Zone limit the site coverage to 60%, which can be increased up to 85% with special provisions. Further research and communication with the City Planning Department will be necessary to determine what will be allowable. Maximum height is 80 ft and design requirements will apply, all of which the proposal can comply with.</li> <li>A Conditional Use Permit is anticipated.</li> </ul>	<u>Kitsap County Jurisdiction</u> <ul style="list-style-type: none"> <li>Zoning: "Incorporated City Boundary"</li> </ul> <u>Observations / Conclusions:</u> <ul style="list-style-type: none"> <li>Although Kitsap County does not specifically identify the "Incorporated City Boundary" zone in the "Allowed Uses" section of the County Zoning Code (Chapter 17.410), it is anticipated that a Conditional Use Permit will be required.</li> <li>The Proposed MOA is compatible with the largely commercial uses in the area.</li> </ul>



Categories	Site Alternative B - Montgomery Avenue	Site Alternative D - National Avenue Site
<b>4</b>  <b>Property Ownership and Valuation</b>	<p><u>Multiple Parcels and Owners:</u> Total Market Value: \$14.4 Million</p> <p><u>Commercial Parcels:</u>(13) Market Value: \$5.75 Million</p> <ul style="list-style-type: none"> <li>▪ 9 Commercial Businesses</li> <li>▪ 4 Parking Lots</li> </ul> <p><u>Residential Parcels:</u> (30) Market Value: \$8.65 Million</p> <ul style="list-style-type: none"> <li>▪ 25 single family parcels (residential homes)</li> <li>▪ 5 multi-family/duplex/condo parcels</li> </ul> <p><b>Total Parcels to Acquire: 43</b></p> <p><u>Observations / Conclusions:</u></p> <ul style="list-style-type: none"> <li>▪ Kitsap Transit already owns the 2.95-acre Gateway Center parcel.</li> <li>▪ Market Value cost does not include relocation costs.</li> </ul>	<p><u>Multiple Parcels and Owners:</u> Total Market Value: \$16.5 Million</p> <p><u>Commercial Parcels:</u> (3) Market Value: \$1.75M</p> <ul style="list-style-type: none"> <li>▪ 2 Office Buildings</li> <li>▪ 1 Commercial Services Business</li> </ul> <p><u>Residential Parcels:</u> (67) Market Value: \$14.75M</p> <ul style="list-style-type: none"> <li>▪ 45 single family parcels (residential homes)</li> <li>▪ 6 Mobile Home Lots</li> <li>▪ 1 Duplex</li> <li>▪ 1 Unknown</li> <li>▪ 14 Vacant Parcels (NEC)</li> </ul> <p><u>Right of Way (ROW) Parcels:</u> (4)</p> <ul style="list-style-type: none"> <li>▪ 4 Right of Way properties (requiring vacations)</li> </ul> <p><b>Total Parcels to Acquire: 74</b></p> <p><u>Observations / Conclusions:</u></p> <ul style="list-style-type: none"> <li>▪ Market Value does not include relocation costs.</li> </ul>
<b>5</b>  <b>Vehicle Access to and From Site</b>	<p><u>Bus Access from Roadways</u></p> <ul style="list-style-type: none"> <li>▪ The site offers two convenient points of access on both levels, each accessed from 6<sup>th</sup> Street and Burwell Street.</li> </ul> <p><u>Staff and Public Vehicle Access</u></p> <ul style="list-style-type: none"> <li>▪ Staff and visitor parking is accessed from both 6<sup>th</sup> Street and Burwell Street.</li> </ul> <p><u>Observations / Conclusions</u></p> <ul style="list-style-type: none"> <li>▪ To achieve safe and efficient bus circulation on the ground level, it is recommended that buses enter from Burwell Street and exit to 6<sup>th</sup> Street.</li> <li>▪ Traffic improvements (mitigation) on 6<sup>th</sup> Street and Burwell Street are anticipated but are not known at this time.</li> </ul>	<p><u>Bus Access from Roadways</u></p> <ul style="list-style-type: none"> <li>▪ The site offers bus access from National Avenue and from Arsenal Way.</li> <li>▪ Winter conditions on the north (Kitsap Way) and south (Est Loxie Eagans Blvd) ends of National Avenue will require consideration for snow and ice treatment.</li> </ul> <p><u>Staff and Public Vehicle Access</u></p> <p>Access for staff and visitors is from 1<sup>st</sup> Street</p> <ul style="list-style-type: none"> <li>▪ Inbound bus access is recommended from National Avenue, with outbound access exiting to Arsenal Way.</li> <li>▪ Traffic mitigation improvements for acceleration, deceleration, and turning lanes on each street is anticipated. These costs are not known or estimated at this time.</li> </ul> <p><u>Observations / Conclusions</u></p> <ul style="list-style-type: none"> <li>▪ Excellent bus access to and from the site with separate entrance and exit points.</li> <li>▪ The 1<sup>st</sup> St access would be shared with the West Sound Technical Skills Center and with several local residents whose properties are accessed from Bremerton Avenue to the west.</li> </ul>

Categories	Site Alternative B - Montgomery Avenue	Site Alternative D - National Avenue Site
<b>6</b>  <b>On-site Operational Flow</b>	<p><u>Vehicle Circulation</u></p> <ul style="list-style-type: none"> <li>Private vehicle (employee and visitor) parking and circulation are separated from bus traffic for enhance safety and security.</li> <li>Upper deck requires columns in the bus parking area that restrict movement.</li> <li>Bus circulation is primarily counterclockwise for enhance safety.</li> <li>More than 50% of the fleet will require multiple backing movements each day.</li> <li>A ramp is provided on-site for bus access between the ground and upper levels</li> </ul> <p><u>Pedestrian Circulation</u></p> <ul style="list-style-type: none"> <li>Drivers and mechanics will move between the upper level (where maintenance and operations are located) to bus parking on the ground level via elevator.</li> <li>Stairs are required for fire exit but the vertical distance between levels is at least 30 feet (the equivalent of a 3-story building) making this route less convenient.</li> </ul> <p><u>Observations / Conclusions</u></p> <ul style="list-style-type: none"> <li>Backing movements for buses should be avoided, but this is not possible with the site constraints.</li> <li>All bus parking spaces are shown at 14-feet wide to accommodate exercising wheelchair ramp during pre-trip inspection. This also provides space to accommodate columns and some charging infrastructure components.</li> <li>The structural deck provides “built-in” overhead support for future bus electrification equipment.</li> </ul>	<p><u>Vehicle Circulation</u></p> <ul style="list-style-type: none"> <li>Excellent bus access to and from the site with separate entrance and exit</li> <li>Bus circulation is primarily counterclockwise for enhance safety.</li> </ul> <p><u>Personnel Circulation</u></p> <ul style="list-style-type: none"> <li>Pedestrian circulation can be clearly delineated to minimize conflict with vehicle circulation.</li> <li>The location of the Administration / Operations Building is ideally located between employee parking and bus parking.</li> <li>Employee parking for maintenance personnel is convenient to the Maintenance Building.</li> </ul> <p><u>Observations / Conclusions</u></p> <ul style="list-style-type: none"> <li>Backing movements of buses is minimized</li> <li>The bus parking configuration lends itself to easily accommodating battery electric bus charging infrastructure.</li> <li>The bus parking configuration would allow the fixed route fleet to expand another 30 buses without additional construction. This could be done by parking buses in the circulation lane and stack park buses six (6) deep rather than in two blocks (one 2 deep and one 3 deep) as shown. While 6 deep parking is not ideal, it does give Kitsap Transit tremendous flexibility in the future without modifying bus circulation.</li> <li>All bus parking spaces are shown at 14-feet wide to accommodate exercising wheelchair ramp during pre-trip inspection. This also provides space to accommodate columns and some charging infrastructure components.</li> </ul>

Categories	Site Alternative B - Montgomery Avenue	Site Alternative D - National Avenue Site
<b>7</b>  <b>Phasing and Development Flexibility</b>	<p><u>General Considerations</u></p> <ul style="list-style-type: none"> <li>This site requires construction of the full upper deck in order to accommodate even an initial phase. This limits phasing opportunities to maintenance, operations, and administration functions on the upper level.</li> </ul> <p><u>Phasing Potential</u></p> <ul style="list-style-type: none"> <li>A minimum first phase anticipates the concrete deck structure, first level bus parking, fuel and wash facilities, upper level bus parking, maintenance building (with minimum repair bays as determined), Operations Building (accommodating Operations Program without Administration), and Operations Parking. A portion of the land to the east could remain undeveloped until the next phase.</li> <li>Administration and public spaces program can be added in the future, vacating the downtown facilities.</li> </ul> <p><u>Observations / Conclusions</u></p> <ul style="list-style-type: none"> <li>While there is some phasing potential at this site, the phasing options are limited and disproportional to the initial cost required to acquire property and construct the upper deck.</li> <li>Expansion beyond the projected program requirements is extremely limited.</li> </ul>	<p><u>General Considerations</u></p> <p>N/A</p> <p><u>Phasing Potential</u></p> <ul style="list-style-type: none"> <li>Ideally, Kitsap Transit would acquire all of the parcels comprising the proposed site area prior to commencing with development.</li> </ul> <p><u>Observations / Conclusions</u></p> <ul style="list-style-type: none"> <li>If this site is selected as the preferred alternative, Kitsap Transit could begin a process of parcel acquisition that could take place over time while continuing to operate from the Charleston Base.</li> <li>While a scenario may exist to develop a portion of the site, depending on which parcels can be acquired together, developing the site should not commence until all parcels are acquired.</li> </ul> <p><u>Observations / Conclusions</u></p> <ul style="list-style-type: none"> <li>This site alternative offers potential flexibility for some level of phasing, depending on the minimum programmatic scope that could be considered a first phase of development, and the minimum amount of property that could be acquired for a first phase.</li> <li>Note that any phasing scenarios would split operations with the Charleston Base, requiring careful consideration of staffing and logistics.</li> </ul>

Categories	Site Alternative B - Montgomery Avenue	Site Alternative D - National Avenue Site
<b>8</b>  <b>Environmental</b> Haz Mat Cultural Enviro-Justice	<p><u>Hazardous Materials</u></p> <ul style="list-style-type: none"> <li>Primarily clean site properties with exception of former dry cleaner contamination which is in the process of clean-up.</li> </ul> <p><u>Cultural Resources</u></p> <ul style="list-style-type: none"> <li>Anticipate that DAHP will require an archaeological survey due to proximity to the Naval Shipyard.</li> </ul> <p><u>Environmental Justice</u></p> <ul style="list-style-type: none"> <li>Potential concerns for Environmental Justice due to neighboring low-income residential properties.</li> </ul>	<p><u>Hazardous Materials</u></p> <ul style="list-style-type: none"> <li>Three parcels within the proposed boundaries of the site comprise the only contamination known for this site alternative.</li> <li>Kitsap Transit could attempt to identify liable parties related to the contamination and identify potential cleanup costs.</li> <li>The cost of cleanup needed to develop the site can then be negotiated as part of the purchase price. Subsurface investigations will probably be required in order to assess the extent of contamination before a cost estimate can be made.</li> <li>A Phase I ESA performed in accordance with the guidelines of ASTM E 1527-13 offers certain protections from liability under the federal Superfund Law; however, liability and payment for cleanup of contamination known at the time of purchase is ultimately likely to be the responsibility of Kitsap Transit as the new owner unless otherwise negotiated as part of the purchase.</li> </ul> <p><u>Cultural Resources</u></p> <ul style="list-style-type: none"> <li>While unclear as to whether an archaeological survey would be required, it would be recommended if this site is selected.</li> </ul> <p><u>Environmental Justice</u></p> <ul style="list-style-type: none"> <li>Potential concerns for Environmental Justice due to neighboring low-income residential properties.</li> </ul>

Categories	Site Alternative B - Montgomery Avenue	Site Alternative D - National Avenue Site
<b>9</b> Site and Facility Development Costs for full program build-out	<u>Cost Summary *</u> Site Development: \$97.8 Million Buildings: \$69.0 Million Other Costs/Contingencies: \$68.8 Million <b>Total Budgetary Estimate \$235.6 Million</b> <ul style="list-style-type: none"> <li>Not including site acquisition, relocation, or soil contamination clean-up costs.</li> <li>Cost are expressed in year 2022 dollars. Add escalation for each successive year.</li> </ul> <u>Observations / Conclusions</u> <ul style="list-style-type: none"> <li>This Site Alternative carries the burden of full development of the upper level deck in order to meet the program.</li> </ul> <p>* See separate budget estimate sheet and detailed estimate provided by ARC dated Dec 8, 2020.</p>	<u>Cost Summary *</u> Site Development: \$37.8 Million Buildings: \$73.6 Million Other Costs/Contingencies: \$48.5 Million <b>Total Budgetary Estimate \$159.9 Million</b> <ul style="list-style-type: none"> <li>Not including site acquisition, relocation, or soil contamination clean-up costs.</li> <li>Cost are expressed in year 2022 dollars. Add escalation for each successive year.</li> </ul> <u>Observations / Conclusions</u> <ul style="list-style-type: none"> <li>Although this site requires substantial site development work if the full site is developed at once, this alternative offers the potential for some level of phasing over time.</li> </ul> <p>* See separate budget estimate sheet and detailed estimate provided by ARC dated Dec 8, 2020.</p>
<b>10</b> Summary of Key Advantages and Disadvantages for Alternative Comparison	<u>Key Advantages Compared to Site Alternative B</u> <ul style="list-style-type: none"> <li>The location of the site is convenient to Charleston Base.</li> <li>Kitsap Transit already owns a large portion of the total proposed site area (Gateway Center).</li> </ul> <u>Key Disadvantages Compared to Site Alternative B</u> <ul style="list-style-type: none"> <li>The cost to construct the upper level deck drives significant costs above Site Alternative D.</li> <li>Phasing of development is limited, offering little economy.</li> <li>Will require the relocation of the single and most highly utilized park &amp; ride near downtown Bremerton.</li> </ul>	<u>Key Advantages Compared to Site Alternative A</u> <ul style="list-style-type: none"> <li>The site affords some ability for development phasing, once parcels are obtained.</li> <li>Least expensive option by at least \$73 million.</li> <li>Could potentially incorporate a park &amp; ride lot.</li> </ul> <u>Key Disadvantages Compared to Site Alternative A</u> <ul style="list-style-type: none"> <li>Requires purchase of 74 vs 43 properties.</li> <li>Dump site contamination extent and implications unknown.</li> </ul>

Table 6 - Relative Rating of Site Alternatives

Site Alternative	Criteria Rating: 1 = best / -1 = least / 0 = neutral										Totals
	1 Location	2 Size	3 Jurisdiction	4 Valuation	5 Access	6 Ops Flow	7 Phasing	8 Enviro	9 Cost	10 Keys	
<b>B</b> Montgomery	0	-1	-1	0	-1	-1	-1	0	-1	-1	<b>-7</b>
<b>D</b> National	0	1	1	0	1	1	1	0	1	1	<b>7</b>

## CONCLUSIONS AND NEXT STEPS

Base on the analysis presented in this report, the National Avenue Site is the preferred site alternative. If the Kitsap Board of Directors concurs, a process should be developed and commenced to engage the property owners within the proposed site boundaries, informing them of the study, the process used to determine the boundary of the identified site alternative, (and that their property is within this boundary), solicit initial feedback, and determine next steps.



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

*Northwest Regional Office • 3190 160th Ave SE • Bellevue, WA 98008-5452 • 425-649-7000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341*

January 26, 2015

Mr. Thomas Lee  
Madison Development Group  
2513 6th Street LLC  
10510 Northup Way Suite 120  
Kirkland, WA 98033

**Re: Opinion Pursuant to WAC 173-340-515(5) on Remedial Action for the Following  
Hazardous Waste Site:**

- **Site Name:** Gateway Center
- **Address:** 2525 6th Street, Bremerton, WA 98312
- **Facility/Site No.:** 94828632
- **VCP No.:** NW3003
- **Cleanup Site ID No.:** 12850

Dear Mr. Lee:

Thank you for submitting documents regarding your proposed remedial action for the Gateway Center (Site) for review by the Washington State Department of Ecology (Ecology) under the Voluntary Cleanup Program (VCP). Ecology appreciates your initiative in pursuing this administrative option for cleaning up hazardous waste sites under the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

This letter constitutes an advisory opinion regarding a review of submitted documents/reports pursuant to requirements of MTCA and its implementing regulations, Chapter 70.105D RCW and Chapter 173-340 WAC, for characterizing and addressing the following releases at the Site:

- Tetrachloroethene (PCE) and trichloroethene (TCE) into soil
- PCE, benzene, toluene, ethylbenzene and xylenes into ground water
- PCE and benzene into air

Ecology is providing this advisory opinion under the specific authority of RCW 70.105D.030(1)(i) and WAC 173-340-515(5).





Mr. Thomas Lee  
January 26, 2016  
Page 2

This opinion does not resolve a person's liability to the state under MTCA or protect a person from contribution claims by third parties for matters addressed by the opinion. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70.105D.040(4). The opinion is advisory only and not binding on Ecology.

Ecology's Toxics Cleanup Program has reviewed the following information regarding your remedial actions:

1. Farallon Consulting, L.L.C., *Remedial Investigation Report*, July 27, 2015.
2. CDM Smith, *Phase I Environmental Site Assessment*, December 31, 2015.

The reports listed above will be kept in the Central Files of the Northwest Regional Office of Ecology (NWRO) for review by appointment only. Appointments can be made by calling the NWRO resource contact at (425) 649-7235 or sending an e-mail to:  
[nwro\\_public\\_request@ecy.wa.gov](mailto:nwro_public_request@ecy.wa.gov).

The Site is more particularly described in Enclosure A to this letter, which includes a detailed Site diagram. The description of the Site is based solely on the information contained in the documents listed above.

Based on a review of supporting documentation listed above, pursuant to **requirements contained in MTCA and its implementing regulations, Chapter 70.105D RCW and Chapter 173-340 WAC, for characterizing and addressing the releases at the Site, Ecology has determined:**

- The PCE concentration exceeded the MTCA Method A cleanup level in only one soil sample at approximately two feet below ground surface (bgs). However, ground water, which is at depths of approximately 12 to 13 feet bgs, has been contaminated as a result of release(s) beneath the building. Very little degradation seems to have occurred based on minimal detections of PCE degradation products. Based on the lack of detections of PCE by-products, it is likely that additional soil contamination exists that has not yet been identified. It is unknown where the dry cleaning machine(s) were located, how many were present, how long the machines were in operation, where the former floor drains were located and what the disposal practices were at the time PCE was being used at the Property. Therefore, additional sampling is needed to complete Site characterization and ensure that the selected cleanup action is not leaving behind contamination that could continue to impact ground water and air on the Site.
- The Phase I Environmental Site Assessment indicated that the former boiler room and storage area were located in the southwestern corner of the laundromat facility. PCE was

likely stored in or near the storage area (and it should be noted that floor drains are commonly located in the boiler room of dry cleaning facilities). The contamination identified with soil, ground water and air data collected to date appears to be consistent with a release in the storage/boiler room area. These features (boiler room/storage area) should be illustrated on a Site plan along with Site boring and monitoring well locations. In addition, the location of the dry cleaning facility within the building (a line indicating where the dividing wall was located), restrooms, entrance/exits, catch basins, sanitary sewer lines and any other known utilities should be illustrated on a Site plan. Soil borings should be placed as needed to assess these additional potential areas of solvent release.

- If a sufficient quantity of PCE was released, there is a potential that the solvent moved downward vertically until reaching a confining layer. Although silt layers encountered likely affected contaminant migration, the data collected to date is not sufficient to determine the continuity of the silt layer and the extent to which it inhibited vertical migration. It is known however that contamination migrated downward at least to the uppermost depth of the aquifer. A soil sample should be collected in the release area to characterize the release below the water table at the interface of the water column and the top of the confining unit. Elevated concentrations of PCE in dissolved ground water have the potential to stratify, causing the denser PCE plume to settle deeper in the aquifer and therefore wells screened to straddle the water table may not capture the entire plume. Additional wells screened deeper should be installed to confirm the presence or absence of area ground water contamination at depth.
- The release of PCE to ground water needs to be fully characterized. Ground water in the source area beneath the building has not been adequately assessed. Additional monitoring wells are needed immediately down gradient of PCE-contaminated ground water identified at boring locations FB-6 and MW-3. According to Figure 3 of the RI report, monitoring MW-7D is approximately 10 feet upgradient of these locations. Although PCE concentrations detected in monitoring wells MW-1, MW-2 and MW-8 indicated that the plume is not moving off-Property, the plume beneath the building needs to be characterized prior to selecting a cleanup action.
- Ecology agrees that future ground water monitoring events should include BTEX analysis. Benzene in ground water exceeded the MTCA Method A cleanup level at the Site. A minimum of four consecutive quarters of ground water sampling in which benzene is below the cleanup level are needed to demonstrate compliance.
- Chloroform has historically been used as a spot remover at dry cleaning facilities. Ecology would consider this a contaminant of concern for this Site and therefore needs to be characterized and remediated.



- Water quality data collected during ground water sampling events should be included in a table in future ground water monitoring reports.
- The modified Method B soil gas screening levels calculated for PCE, TCE and BTEX based on a commercial exposure scenario are appropriate for assessing protectiveness for the current use (commercial). However, exposure parameters that are primarily a function of the exposed population characteristics shall not be modified when calculating cleanup levels except when necessary to establish a more stringent cleanup level (173-340-708 (10)(b)). MTCA does not recognize land uses other than unrestricted and industrial (for example, commercial) except to be used as a basis for an alternate reasonable maximum exposure scenario for the purpose of assessing the protectiveness of a remedy (WAC 173-340-708 (3) (ii)). Therefore, using the modified Method B screening level as a cleanup level is not appropriate. The cleanup level for air must be based on a residential scenario. PCE and benzene concentrations in soil gas samples collected in December 2014 exceeded the MTCA Method B screening levels based on a residential land use scenario. The selected cleanup action must take into consideration that MTCA Method B unrestricted (residential) air cleanup levels are the appropriate cleanup levels for this Site and that contaminant concentrations in soil and ground water must be remediated to below the applicable MTCA Method B screening levels or further vapor assessment will be necessary.
- Ecology agrees that this Site appears to qualify for terrestrial ecological evaluation exclusion based on the lack of contiguous undeveloped land on or within 500 feet of the Site (WAC 173-340-7491). A figure illustrating the 500 foot radius around the Site should be submitted to complete the documentation of the exclusion
- Under Washington State law (Chapters 18.43 and 18.220 RCW), all hydrogeological and engineering work must be conducted by, or under supervision of a licensed geologist, hydrogeologist or professional engineer qualified to conduct the work. Any Site investigation/cleanup document containing geologic or engineering work must be signed and submitted under the seal of an appropriately licensed professional.

**This opinion does not represent a determination by Ecology that a proposed remedial action will be sufficient to characterize and address the specified contamination at the Site or that no further remedial action will be required at the Site upon completion of the proposed remedial action.** To obtain either of these opinions, you must submit appropriate documentation to Ecology and request such an opinion under the VCP. **This letter also does not provide an opinion regarding the sufficiency of any other remedial action proposed for or conducted at the Site.**

Please note that this opinion is based solely on the information contained in the documents listed above. Therefore, if any of the information contained in those documents is materially false or misleading, then this opinion will automatically be rendered null and void.

Mr. Thomas Lee  
January 26, 2016  
Page 5

The state, Ecology, and its officers and employees make no guarantees or assurances by providing this opinion, and no cause of action against the state, Ecology, its officers or employees may arise from any act or omission in providing this opinion.

Again, Ecology appreciates your initiative in conducting independent remedial action and requesting technical consultation under the VCP. As the cleanup of the Site progresses, you may request additional consultative services under the VCP, including assistance in identifying applicable regulatory requirements and opinions regarding whether remedial actions proposed for or conducted at the Site meet those requirements.

If you have any questions regarding this opinion, please contact me at (425) 649-7097 or by email at [diane.escobedo@ecy.wa.gov](mailto:diane.escobedo@ecy.wa.gov).

Sincerely,



Diane Escobedo  
Site Manager  
Toxics Cleanup Program

Enclosure: A – Description and Diagram of the Site

cc: Clifford Schmitt, Farallon Consulting  
Sonia Fernandez, Ecology



# Site Description

*This section provides Ecology's understanding and interpretation of Site conditions, and is the basis for the opinions expressed in the body of the letter.*

**Site:** The Site is defined by the release of tetrachloroethylene (PCE) to soil, ground water and air and trichloroethene (TCE), dichlorodifluoromethane, chloroform, total petroleum hydrocarbons in the gasoline range (TPH-g) to ground water associated with the operation of a dry cleaning facility. The Site is also defined by the release of benzene, toluene, ethylbenzene, and xylenes (BTEX) to ground water and air. The Site is located at 2513 6th Street in Bremerton, WA (Property).

**Area and Property Description:** The Property corresponds to Kitsap County parcel number 142401-3-061-2001 which is 2.95 acres in size. The Property is occupied by one single-story masonry commercial building. The Property is bounded by residential homes and Bryan Avenue to the east, 6<sup>th</sup> Street, an automotive repair facility and retail stores to the north, North Montgomery Avenue, a furniture store and an auto body shop to the west and a gas station to the south. Land use surrounding the Site includes commercial businesses and residential homes.

**Property History and Current Use:** The earliest known development of the Property was sometime between 1914 and 1928, when a small dwelling was located on the western edge of the Property. The Property was redeveloped with construction of the current building in 1960. The building, which is located on the south-central portion of the Property, is currently partially occupied. A self-service coin-operated laundromat and dry cleaning facility (Norge Village) operated in the eastern portion of the building from 1965 to sometime between 1999 and 2001. Smaller retail spaces in the eastern portion of the building were occupied by a shoe store, dollar store and coffee shops. The main portion of the building was historically occupied by a grocery store, a child care center, offices and a classroom. Currently, the western and central portions of the building are used as office and/or commercial/retail space. Eastern tenant spaces are currently vacant. A portion of the parking lot is currently used as a park-and-ride facility by Kitsap Transit.

**Contaminant Source and History:** No direct evidence of dry cleaning operations was found during the February 2014 Phase I Environmental Site Assessment. However, Norge Laundry and Cleaning Village was a common name for businesses that used Norge coin-operated dry cleaning machines beginning in 1962. These types of machines used PCE as the dry cleaning solvent. The July 2015 Remedial Investigation Report confirmed a release of PCE to the subsurface had occurred in the eastern portion of the building where the former Norge Village laundromat had operated. Chloroform detected in ground water in MW-7D may result from the use of spot removal cleaners, a common practice associated with the dry cleaning operations. A service station was formerly located at the north adjacent property and is likely the source of TPH-g and BTEX detected on the Property.

**Physiographic Setting:** The Property is at an elevation of approximately 30 feet above mean sea level. The Property slopes gently to the southwest with the exception of the eastern and north eastern boundaries where retaining walls were constructed to shore up the adjacent hillside, which is approximately 15 feet higher than the Property. In the surrounding area, the land slopes downward

toward the Property from hills to the west, north and east and then slopes down to the south toward Sinclair Inlet. The Property is located in the Puget Sound Lowland physiographic province, which consists of a broad, low-lying region between the Cascade Range to the east and the Olympic Mountains to the west.

**Surface/Storm Water System:** The nearest surface water to the Site is Sinclair Inlet, which is located approximately 0.7 mile to the south. Stormwater is collected in catch basins located in the paved parking lot at the front of the building.

**Ecological Setting:** The Property is located in a mixed-use commercial and residential area; the land is primarily covered with paved surfaces and buildings.

**Geology:** Approximately one to nine feet of fill material comprised of silty sand with varying amounts of gravel was typically encountered and was underlain by layers of sandy silt and silty sand. The Site is underlain by a tongue of glacial outwash that extends in the north-south direction through the central portion of the Site, with glacial till at the eastern and western edges.

**Ground Water:** Ground water is encountered at the Site in the glacial outwash deposits at depth ranging from 12.16 to 15.65 feet below ground surface (bgs). Ground water flow is to the west with a gradient of 0.013 feet per foot.

**Water Supply:** Drinking water for the City of Bremerton is supplied by a combination of surface water from the Union River and 13 ground water wells in the Bremerton vicinity. Two drinking water wells are located within a mile of the Site on Puget Sound Naval Shipyard property (approximately 0.5 to 0.7 mile south and southeast of the Site). The wells are screened at depths greater than 577 feet below the ground surface (bgs).

**Release and Extent of Soil and Ground Water Contamination:** The former laundromat was located in the eastern portion of the building. It is unknown where any of the dry cleaning machines were located or solvents were stored. The greatest concentrations of PCE in soil, ground water and sub-slab vapor samples (0.98 milligrams per kilogram, 8.4 micrograms per liter and 940 micrograms per cubic meter respectively) were identified in the southern portion of the eastern wing of the building. No PCE degradation products were detected in soil samples with the exception of sample location FB-7 where TCE was detected at a concentration below the MTCA Method A cleanup level. TCE and dichlorodifluoromethane were detected in ground water at concentrations below the respective MTCA Method A and B cleanup levels. Chloroform was detected in the ground water at a concentration exceeding the MTCA Method B cleanup level at location MW-7D. The benzene concentration in a reconnaissance ground water sample collected from the eastern portion of the building exceeded the MTCA Method A cleanup level and TPH-g was detected in all reconnaissance ground water samples collected beneath the former Laundromat (FB-6 through FB-9). Benzene was also detected in all three sub-slab soil vapor samples. TPH-O was detected in soil at the northern Property boundary soil at a concentration below the MTCA Method A cleanup level.



