



Special Transportation Planning Study Agreement		Organization and Address City of Bremerton 345 6th Street, Suite 100 Bremerton, WA 98337
Work by Planning Organization - Actual Cost		
Agreement Number GCB3000	Total Amount Authorized \$450,000	Project Title and Description SR-303 Corridor Study This study will identify safe, reliable and cost effective transportation options which will improve livability, attract investment, and increase economic vitality for people and businesses using practical solutions.
Project Manager Dennis Engel	Agreement Expiration Date June 30, 2020	

This AGREEMENT, made and entered into this _____ day of _____, 2018, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "PLANNING AGENCY."

WHEREAS, the STATE and the PLANNING AGENCY recognize the need for the transportation planning project, described above, and

WHEREAS, it is deemed in the best interest of the STATE to participate in funding said project for the mutual benefit of local and state roadway planning in the area of the project, and

WHEREAS, the STATE and the PLANNING AGENCY now wish to define responsibility for preparation of the transportation planning project.

NOW THEREFORE, it is mutually agreed as follows:

**I
Scope of Work**

The PLANNING AGENCY shall undertake the Transportation Planning Project described above, which shall include the tasks set forth in Exhibit "A," attached hereto.

**II
Schedule**

The project period shall commence upon execution of this agreement and shall last until the expiration date listed above.

**III
Payment**

The STATE agrees to reimburse the PLANNING AGENCY's actual direct and related indirect costs of the project. The maximum amount that the STATE shall reimburse the PLANNING AGENCY shall not exceed the "Total Amount Authorized" listed above. Payment by task shall be made as set forth in Exhibit "A." All costs must be consistent with the Federal cost principles contained in OMB Circular A-87.

The PLANNING AGENCY shall submit to the STATE requests for funds as they are expended on the project, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. The STATE shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

**IV
Reports**

The PLANNING AGENCY shall, from time to time during the progress of the work, confer with the STATE. The PLANNING AGENCY shall prepare and present to the STATE an annual progress report. The report shall be completed and submitted to the STATE within 30 calendar days following the end of each fiscal year. The STATE however, reserves the right to request an interim report(s) during the fiscal year. The interim report(s) is due to the STATE within 21 calendar days of being notified in writing by the STATE. The interim report(s) shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the approved scope of work and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim report(s) is not submitted in a timely manner.

Within 30 days after the conclusion of each fiscal year, the PLANNING AGENCY shall prepare and submit to the STATE an annual progress report. This annual report shall summarize work accomplished under the scope of work, costs incurred by work element, and shall identify any carryover of funds.

A final report documenting the planning project, including interim and task reports which provide documentation of all technical data and their analysis, shall be prepared by the PLANNING AGENCY. The PLANNING AGENCY shall submit five copies of the final report to the STATE for acceptance. This requirement for a final report may be waived in writing by the STATE.

**V
Modifications**

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

**VI
Audits, Inspection, and Retention of Records**

All project records in support of all costs incurred and actual expenditures kept by the PLANNING AGENCY are to be maintained in accordance with procedures prescribed by the Division of Municipal Corporations of the State Auditor's Office, the U.S. Department of Transportation, and the STATE.

The STATE, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the PLANNING AGENCY's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this contract. All documents, papers accounting records, and other material pertaining to costs incurred in connection with the project shall be retained by the PLANNING AGENCY for three years after the STATE's written notice that the project is complete and the Agreement is terminated. Copies thereof shall be furnished if requested.

In accordance with OMB Circular A-128 regulations, the PLANNING AGENCY is required to arrange for audit of funds expended.

**VII
Termination**

If it is considered in the best interests of the STATE, the STATE may terminate this Agreement upon giving ten (10) days notice in writing to the PLANNING AGENCY. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the PLANNING AGENCY shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination.

**VIII
Legal Relations**

The PLANNING AGENCY shall comply with all Federal, State and Local Laws and Ordinances applicable to the work to be done under this Agreement.

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**IX
Subcontracting**

The services of the PLANNING AGENCY are to be directed by the Project Manager identified above. The PLANNING AGENCY shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the STATE, and the STATE shall review and approve the PLANNING AGENCY's consultant agreement prior to execution. The PLANNING AGENCY shall comply with all Federal and State laws and regulations governing the selection and employment of consultants. The State reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subcontracts greater than \$10,000 must contain all the required provisions of this contract.

**X
Travel**

Any out-of-state travel must have prior written approval of the STATE to be eligible for reimbursement. Current STATE travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement.

**XI
Liability**

No liability shall attach to the STATE or the PLANNING AGENCY by reason of entering into this Agreement except as expressly provided herein.

**XII
Independent Contractor**

The PLANNING AGENCY shall be deemed an independent contractor for all purposes and the employees of the PLANNING AGENCY or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

**XIII
Equal Employment Opportunity**

The PLANNING AGENCY agrees to abide by all State and Federal regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records and will adhere to all of the nondiscrimination provisions set forth in Exhibit "C" attached hereto.

**XIV
Severability**

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

**XV
Equipment**

All equipment to be purchased under this Agreement shall be listed in the scope of work. All equipment must be purchased, managed, and disposed of in accordance with OMB Circular A-102 Attachment N.

**Exhibit C
Title 6, Civil Rights Act of 1964**

During the performance of this Agreement, the Planning Agency, for itself, its assignees, and successors in interest, hereinafter referred to as the "Consultant," agree as follows:

1. Compliance With Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred and made a part of this Agreement.
2. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-11 of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payment to the Consultant under the contract until the consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurements as the State Transportation Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interest of the United States.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

PLANNING AGENCY

By: 
Title: Mayor
Date: _____

STATE

By: _____
Assistant Secretary/Regional Administrator
Date: _____

Exhibit A

SR-303 Corridor Study

Program: T - Legislative Appropriation 2018

Date: 5/21/18

Agency: City of Bremerton

Project Title: SR 303 Corridor Study

Project Description: SR 303 is a major transportation corridor that bisects Bremerton and is essential to the economic vitality of the City. The corridor requires modernization; a comprehensive effort is needed to identify safe, reliable and cost effective transportation options, contextualized to the corridor, which will improve livability, attract investment, and increase economic vitality for people and businesses.

Project Budget: \$450,000 State

\$ 50,000 City

Study Management

Estimated Task Budget - \$50,000

- Consistent with a Practical Solutions approach to project development, manage overall Study scope and milestones, including schedule, budget and deliverables.
- WSDOT's endorsement process will be followed throughout the study, this will assist in receiving acceptance from WSDOT.
- Select and manage consultants to deliver study elements as described in the scope of work.
- Develop the Needs Statement
 - In coordination with key stakeholders, develop the vision and goals for the study.
 - In coordination with key stakeholders, develop a project charter.
 - In coordination with key stakeholders, develop the problem statement. The problem statement will address barriers and constraints to corridor investment, livability, and economic vitality. The problem statement will be used to guide the direction of the study process and also form the basis for measurement to ensure proposed alternatives are improving the problem.
 - In coordination with key stakeholders, identify initial performance measures, targets and evaluation criteria. Criteria may include effects on mobility; cost/benefit; environmental concerns; maintenance expense; constructability; partnerships; impact on livability; attracting new investment, and impact on economic vitality for people and businesses.
- Develop a detailed study scope, including processes and milestones consistent with the Needs statement.
 - Within the scope, where feasible integrate this SR-303 corridor study effort with adjacent studies impacting the community, including the Harrison/East Side Employment Center study and the Olympic College Frontage Improvements study.
- Develop a Communication Plan describing how meaningful community engagement, including with stakeholders and the general public, will be accomplished.
 - Identify and contact a list of stakeholders that will be needed to complete the study. Develop a study steering committee or other communication mechanism to ensure robust and continuous information exchange and feedback.

- In addition to the Washington State Department of Transportation and the City of Bremerton, a partial list of stakeholders includes Kitsap Transit; Olympic College; the Bremerton School District; the U.S. Navy; Kitsap County; the Port of Bremerton; the Bremerton Chamber of Commerce; the Downtown Bremerton Association; the Manette Business Association; the Bremerton ADA Committee; the West Sound Cycling Club; the Kitsap Economic Development Alliance; the Suquamish Tribe; offices of State and Federal Senators and Representatives; the Bremerton Housing Authority; Kitsap Mental Health Services; the Illahee Preserve; the Central Kitsap School District; property owners along the corridor; and interested residents.
 - Schedule and facilitate community engagement meetings, stakeholder meetings, and public outreach.
 - Develop project email lists to efficiently communicate with, provide information to, and gain feedback from all stakeholders, experts, and the general public.
- Environmental evaluation: identify the key environmental features along the corridor study segment and potential environmental issues that might affect or result from various corridor improvement options.
- Safety: Conduct and document a “Basic Analysis Level” study of the corridor following the Safety Guidance for Corridor Planning Studies (June 2015). This analysis will be based on a 5-year crash history.

Data Collection and modeling
Estimated Task Budget: \$100,000

- Review previous corridor study efforts, including the June 2002 study and the recent Corridor Sketch initiative. Collect, analyze and summarize existing relevant data along the corridor, including traffic information, comprehensive plans, land use information, property use and property valuation. Relate this information to future corridor investment. Incorporate this information into the development of improvement strategies and projects.
- Collect and review the Puget Sound Regional Council (PSRC) demand models. Use the existing year model and refine the future baseline travel demand model using information from existing and/or programmed WSDOT or improvement projects in the vicinity, as well as adjacent and connecting major arterials. Consult recent studies and local comp plans. Traffic volume forecasts previously developed by WSDOT along this corridor will be compared to forecasted volumes from this updated model and adjusted as needed.
- Collect corridor traffic data as appropriate to create an adequate present-year baseline.
- Develop future year baseline traffic volume forecasts for the near-term year 2024, mid-term year 2030 and the horizon year 2040 for the AM, PM and weekend peak periods. The PSRC travel demand model does not contain a weekend forecast. Local growth rates from the AM and PM peak periods will be calculated and applied to the weekend turning movement counts to develop a weekend peak period forecast
- Model existing and future traffic as appropriate to identify existing and future performance gaps.

Develop and Assess Alternative Strategies
Estimated Task Budget: \$125,000

- Compile a list of potential corridor strategies developed by the study team, stakeholders, public input, and other ideas. Include multi-modal strategies such as Transportation Demand Management, transit improvements and bike/pedestrian improvements in the analysis, relating all strategies to the needs statement and the requirement for corridor investment.
- Refine the evaluation criteria developed in the Needs Statement.
- Implement a screening process that includes stakeholder and public outreach. Using qualitative and quantitative screening criteria, develop recommended strategies to be carried forward for the next phase of the study. Gain WSDOT concurrence of the screened strategies.
- Present these screened ideas to stakeholders and the community. Document the decision process and select strategies to be moved forward into the final screening phase and project development phase.

Refine Solutions

Estimated Task Budget \$50,000

- Perform additional analysis on the strategies that pass the preliminary screening to gather more detailed information about the impact to traffic operations, environmental elements, multimodal improvements, livability, safety, and economic vitality.
- Consult with WSDOT to discuss the results and gain concurrence.
- Rank refined strategies based on performance and how well they meet the performance targets. Sequence the strategies into short-term, mid-term and long-term timeframes that address low, medium and high cost options.
- Present the ranked list of strategies to the stakeholders for concurrence. Results and recommendations will be presented to the public in an open house.

Projects Identification and Planning Level Cost Estimates

Estimated Task Budget \$125,000

- Develop planning level cost estimates for each project in the recommended improvement strategies. Cost estimates will include probable costs attributable to engineering, environmental, construction and related costs and expressed in today's dollars.
- Prepare a draft report documenting the background, assumptions, process and outcome of the study. The draft report will be submitted to WSDOT for review and comment. The draft report will be revised based on WSDOT's comments and submitted the stakeholders for review.
- The draft report will contain a matrix of implementable project and/or process improvements to the corridor, as identified in the previous section. The matrix will include an implementation plan for each identified project, including timelines and funding sources. Information will also be communicated with a graphic of the corridor showing the geographic location of projects.
- Present matrix of projects and draft to the Public in an open house.

Finalize Study Report Including Implementation Plan

Estimated Task Budget: \$50,000

- Update the draft report based on WSDOT, stakeholder, and public comments.

- Include a section in the final report listing implementation projects or processes for each identified strategy.
- Submit to WSDOT for review and comment. Update the report based on comments from WSDOT and submit a final report for endorsement.