

**KITSAP COUNTY COMMISSIONERS OFFICE**



**CENTRAL KITSAP COMMUNITY CAMPUS  
DEVELOPMENT SERVICES**

**REQUEST FOR PROPOSALS  
2016-115**

**SUBMISSION DEADLINE:  
WEDNESDAY, March 30, 2016 3:00 PM**

# SECTION 1.0 PROJECT INFORMATION

## 1.1 TARGET AUDIENCE

The Kitsap County Board of County Commissioners is seeking a well-qualified and cost-effective development team to provide consulting services to craft redevelopment plans for the Central Kitsap Community Campus (herein CK Campus). Desired expertise includes, but not limited to, professional public/private partnership development, planning, architectural, engineering, financing, public outreach and real estate.

Qualified consultants who specialize in complex urban redevelopment projects for government agencies and have a strong understanding of Kitsap County’s public services, operations, programs, constraints and guiding laws, regulations and statutory obligations for real estate and development projects are highly desired.

The deadline for submittal is **MARCH 30, 2016** and should follow the protocols identified in Sections 2.0 and 3.0 of this RFP.



**CAMPUS AERIAL IMAGE**

This is the first solicitation of a two-part competitive selection process. A subsequent Request for Proposals (RFP) will build off the redevelopment plan developed as a result of this RFP. The second RFP will assist in the implementation of public/private partnerships, project financing, development of real estate options and possible construction.

## 1.2 PREFACE

Kitsap County is preparing to move forward on the next redevelopment phase on the CK Campus through the creation of public-private partnerships. The CK Campus is located on 12.2 acres or 531,432 square feet of County-owned property located in the heart of the Silverdale Urban Growth Area and Regional Growth Center. In June 2011, Phase I of site redevelopment was completed with the opening of a multi-purpose community center, YMCA of Pierce-Kitsap Counties 85,785 square feet Haselwood Family YMCA.

### **1.3 CK CAMPUS VISION**

Through multiple public outreach efforts spanning more than 20-years, the CK Campus has been planned to be a civic, recreational and cultural gathering place for community residents of all ages—day and night. These planning efforts have narrowed down priority uses on the properties, as well as design guidelines. The CK Campus vision statement is as follows:

*The Central Kitsap Community Campus will be a vital community gathering place for civic, cultural and recreational opportunities for generations to come. The Campus' primary uses are envisioned to include, but are not limited to, a library, performing arts center, public meeting spaces, senior housing, and recreational facilities. Commercial, mixed-use and retail uses are auxiliary to the primary purpose of the Campus. The Campus development pattern will be an integrated, landscaped and connected system of pathways linking buildings to the Village Common, roadway networks, parking facilities and adjacent developments. The Village Common will be the physical and visual gateway of the Campus with public vistas looking towards Dyes Inlet and Mount Rainer.*

*The Village Common will be public open space that is functionally designed for a wide array of events and park-like activities. Building architecture will be distinct but harmonized collectively, built to pedestrian-scale and oriented towards the Village Common. Roadways and vehicular access points will be pedestrian and bicycle friendly with landscaping and traffic calming measures to reduce vehicular speed. Parking is envisioned to be a centralized parking structure, but could be accommodated through a phased approach to minimize the parking footprint. This can be accommodated through a combination of innovative on-site parking strategies such as parking underneath buildings. If surface parking cannot be avoided, it will be well designed, landscaped, linked by pathways, and located in dispersed lots and/or including off Campus locations.*

### **1.4 SCOPE OF WORK**

Kitsap County is seeking a well-qualified and cost-effective development team to craft a phased redevelopment plan for Phase II of the CK Campus. This RFP scope of work has three primary objectives:

- 1) Develop a phased, full-build-out redevelopment strategy for the CK Campus properties that is realistic and financially-achievable. The selected consultant will need to take into consideration previous conceptual design plans and public outreach already conducted for the CK Campus; and

2) Prepare land use, environmental and site development permit submittals consistent with Kitsap County Code and other relevant local, state and federal requirements. This effort is intended to achieve project entitlements for a near-term Phase II redevelopment plan, site plan that identifies associated uses and their required parking on the CK Campus; and

3) Provide, where appropriate, public outreach to the Central Kitsap Community Council (CKCC), general public and other interested parties. These efforts are intended to be community vision “check-in’s” and solicit feedback at appropriate times to assist in the preparation of the overall CK Campus redevelopment strategy and the near-term Phase II redevelopment scope. This task will build off of previous public outreach efforts and visioning exercises.



Redevelopment plans will need to take into consideration the CK Campus vision identified in Section 1.3 and site constraints located in Section 1.7 of this solicitation. The redevelopment plan and Phase II site plan may include consideration of functional and attractive public open space, traffic and pedestrian circulation, parking, multi-use public meeting space, general government office space, private mixed-use, multi-family residential and/or retail.

To achieve permit approval for the Phase II redevelopment scope, site redevelopment plans and associated technical analyses will need to be developed to identify land disturbances and infrastructure needs. This includes, but not limited to, site design, parking, landscaping, engineering services for circulation, stormwater, etc. and will build-off of existing permit approvals identified in Section 1.7 of this solicitation.

At this time, Kitsap County is not soliciting specific real estate and finance proposals for the CK Campus. This RFP is intended to identify a redevelopment plan, specifically in Phase II, a near-term, realistic and financially achievable redevelopment scope that can achieve permit approval. However, discussions on real estate scenarios, possible public/private partnerships, project cost estimates and financing of Phase II will be discussed throughout this scope of work and will help set the stage for subsequent RFP objectives noted in Section 1.5 of this solicitation.

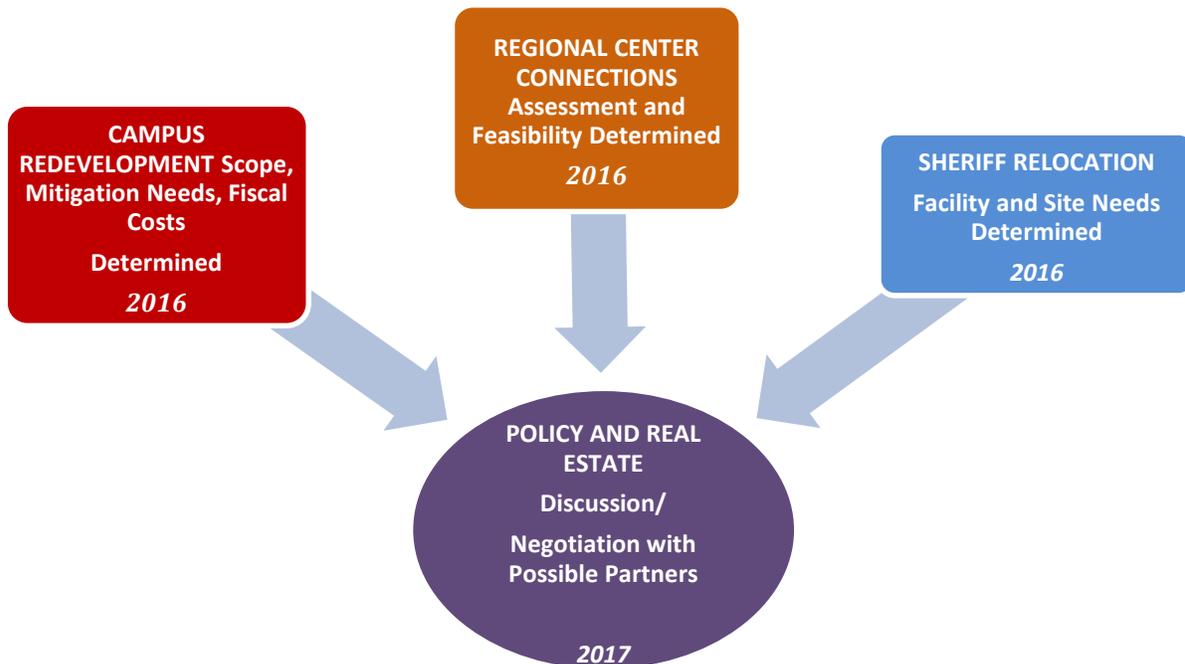
## 1.5 SUBSEQUENT RFP PROCESS FOR FUTURE PHASES

This is the first of a two phased competitive RFP process. A subsequent RFP will build off the redevelopment plans developed in this RFP.

The second RFP will assist in the implementation of the CK Campus Phase II redevelopment plan, which will include, but not limited to, public/private financing options, real estate options (long-term ground lease, purchase and sale, design-build, etc) and possible subsequent construction activities consistent with state procurement laws.

Consultant finalists will be allowed to prepare and present a subsequent solicitation to implement the Phase II redevelopment plan identified in the first RFP. A comprehensive scope of work and timeline will be developed at the time of the subsequent RFP and within parameters identified by Kitsap County, as well as federal and state laws. The image below identifies activities that will set the stage for meaningful real estate, financing and partnership negotiations in 2017. These activities will be conducted within existing 2016 County work plans, separate RFPs and part of this RFP solicitation for services.

### DRAFT CAMPUS REDEVELOPMENT STRAGETY



## 1.6 PROJECT BUDGET

Budget for this portion of the phased RFP is limited and selection will be reviewed against criteria set forth in Section 4.0 of this solicitation. Cost proposals will include complete and comprehensive costs for services, technical analyses, travel, permitting estimates and other incidentals.

## 1.7 SITE CONDITIONS AND CONSTRAINTS

The CK Campus is bordered by Silverdale Way to the southeast, Randall Way to the west and commercial uses to the north, northeast and south. Six parcels constitute County ownership on the properties and are as follows:

TAX ACCOUNT NUMBER	ACREAGE TOTAL	CURRENT USE
172501-4-050-2008	0.13	Portion of parking stalls.
172501-4-051-2007	1.81	Portion of YMCA building, parking stalls and loading easement.
172501-4-048-2003	5.16	Portion of YMCA building, Campus Village Common, parking stalls and portion of Poplars Avenue.
172501-4-049-2002	0.94	Parking stalls.
172501-4-042-2009	2.58	Silverdale Community Center and Sheriff Precinct Office.
162501-3-074-2003	1.56	Poplars multi-family residential apartments and commercial buildings.

### 1.7.1 Development Code and Design Guidelines

The properties are currently zoned Regional Commercial (RC) under the Kitsap County Code Title 17, Zoning Ordinance. The CK Campus is located within the Silverdale Regional Center and Design Standards, Bucklin Hill Town Center District. Please note, the Kitsap County Comprehensive Plan update and the Silverdale Regional Center planning process currently underway may include proposals to change the current zoning and design guidelines for this area. These projects are expected to be completed by the end of June 2016. Related County development codes, as well as the Comprehensive Plan and Silverdale Regional Center update process draft materials, may be accessed through by the links provided below.

#### Kitsap County Comprehensive Plan Update

<http://compplan.kitsapgov.com/Pages/home.aspx>

## Kitsap County Code

<http://www.codepublishing.com/WA/KitsapCounty/#!/Kitsap17/Kitsap17.html>

## Silverdale Design Standards

[http://www.kitsapgov.com/dcd/community\\_plan/subareas/silverdale/Silverdale\\_UrbanDesign\\_finaled.htm](http://www.kitsapgov.com/dcd/community_plan/subareas/silverdale/Silverdale_UrbanDesign_finaled.htm)

### 1.7.2 Existing Permit Approvals

During Phase I of the YMCA development project, an Administrative Conditional Use Permit (ACUP), Site Development Activity Permit (SDAP) and a phased (State Environmental Policy Act) SEPA determination were completed consistent with Kitsap County Code. Some of these permits may have included the project description for both the YMCA and other possible future uses. However, it is anticipated that future development proposals prepared through this RFP scope of work may require permit amendments or new permit determinations. Copies of existing permit approvals are available upon request.

### 1.7.3 Haselwood Family YMCA

Kitsap County has a long-term ground lease, facilities and operation/maintenance agreements with the YMCA of Pierce-Kitsap Counties for the Haselwood Family YMCA located on the CK Campus. The redevelopment concept developed through this RFP will need to take into consideration existing agreements, terms and conditions. Copies of agreements are available upon request.

### 1.7.4 Silverdale Sheriff Precinct Office

The Silverdale Precinct operational elements located on the CK Campus no longer meets the needs of the community it serves and current law enforcement operations. In a separate RFQ (RFQ# 206-101), Kitsap County will be selecting a qualified consultant to determine spatial, usage and site locational requirements for a new Silverdale Precinct Office that will be located in the Central Kitsap area. This scope of work is intended to be completed by 2016 with the goal of setting the stage for more in depth relocation discussions in 2017. It is also anticipated some Sheriff



**SILVERDALE COMMUNITY CENTER AND SHERIFF OFFICE PARCEL**

Community Resource/Outreach general office space may locate in future site designs for CK Campus and will need to be considered as part of this RFP scope of work.

### 1.7.5 Silverdale Community Center

The Silverdale Community Center has been undergoing a phased closure from public use since 2015 due to significant water damage to the building. The Community Center is roughly 16,070 square feet in size and formerly provided general County office space, three centralized public meeting spaces (a total size of 4,380 square feet) a 170 seat community theater and former home to Central Stage Theatre of County Kitsap (C-STOCK). The building is currently vacant and will be demolished in Quarter One of 2016. The redevelopment plan will need to consider the siting of general public offices and multi-purpose meeting space needs for the Central Kitsap area.

### 1.7.6 Poplars Property

In 2012, Kitsap County acquired the Poplars property (parcel # 162501-3-074-2003) from Housing Kitsap. At the time of transfer, there were existing commercial tenant lease agreements and long-term debt obligations associated with the property. The County has issued a Limited Tax General Obligation bond on the property which matures in 2022, with a pre-payment option without penalty after December 2017. Kitsap County currently operates the property for a County program office, six commercial uses (with the longest lease term ending in 2018) and thirty-six residential apartment units. All residential units are currently occupied at market rates with leases ranging from six months to one year.



**POPLARS PARCEL**

This site condition will need to be addressed in the redevelopment strategy for this and subsequent RFPs that could possibly eliminate or reduce County debt obligations.

### 1.7.7 Wetland Mitigation

As part of the permit approval for the construction of the Haselwood Family YMCA, wetland mitigation was necessary for 1.32 acres of Category III and Category IV wetlands. Offsite wetland mitigation took place at Kitsap County's Schold Farm property north of Silverdale. Mitigation took the form of 1.41 acres of wetland creation, 5.09 acres of wetland enhancement,

1.84 acres of upland buffer restoration and stream enhancements. A 10-year maintenance and monitoring obligation (to year 2022) was also a condition of permit approvals. This ongoing effort is managed by Kitsap County through contracted services. It is assumed no additional wetland mitigation within the existing boundary of the CK Campus is needed.

**1.7.8 Roads**

Six public rights-of-way as well as private roadways provide vehicular access to the CK Campus. These roadways include:

<b>ROADWAY</b>	<b>PUBLIC OR PRIVATE</b>	<b>ROADWAY FUNCTIONAL CLASSIFICATION</b>
Silverdale Way	Public	Urban Principal Arterial
Randall Way	Public	Urban Minor Arterial
Poplars Avenue	Public and Private	The segment extending from Silverdale Way towards Kitsap Mall Boulevard is designated an Urban Local Access Road, while the roadway segment from Silverdale Way to Randall Way is designated a private access road.
Plaza Road	Public	Urban Local Access
Bucklin Hill Road	Public	Urban Principal Arterial
Anderson Hill Road	Public	Urban Minor Arterial

A redevelopment plan for the CK Campus will need to address long-term ingress/egress off of Silverdale Way and other roadways.

**1.7.9 Other Urban Services**

The CK Campus has access to a host of urban infrastructure services, including sewer, water, electricity, natural gas and fiber-optic cable in the immediate vicinity. The Phase II redevelopment plan will need to address these services.

**SECTION 2.0 PROCUREMENT OVERVIEW**

**2.1. GENERAL INFORMATION**

Standard conditions and template by which the contract will be executed with Kitsap County are detailed in Appendix A.

**2.2 RFP POINT OF CONTACT**

Questions concerning this Request for Proposals must be directed in writing by mail or email to:

Colby Wattling, Buyer  
614 Division St, MS-7

Port Orchard, WA 98366  
[cwattling@co.kitsap.wa.us](mailto:cwattling@co.kitsap.wa.us).

**2.3. SUBMISSION DEADLINE AND ADDRESS**

Proposals must be submitted in one (1) original and four (4) copies with one electronic form (CD/disk) by **WEDNESDAY, MARCH 30, 2016 3:00 PM**. The proposal must contain all sections in 3.3 Statement of Qualifications Contents. **Faxes, emailed and late response will not be accepted.** SOQ's must be delivered (hardcopy forms) to:

<b><u>By Mail</u></b> Colby Wattling Kitsap County Department of Administrative Services Purchasing Office 614 Division Street MS-7 Port Orchard, WA 98366	<b>OR</b>	<b><u>Express, Courier, or Hand delivery</u></b> Colby Wattling Kitsap County Department of Administrative Services Purchasing Office – Fourth Floor 619 Division Street Port Orchard, WA 98366
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**2.4. REQUEST FOR PROPOSALS AMENDMENTS**

Kitsap County reserves the right to amend the RFP at any time prior to the due date by issuing written addenda. All written addenda to the RFP will become part of the original RFP.

**2.5 ACH PREFERENCE**

The Kitsap County Auditor is requiring that all vendor payments be processed through Direct Deposit via Automated Clearing House (ACH). Please contact the Kitsap County Auditor at (360) 337-7129 if you wish to arrange an alternative payment method. No other payment method will be available unless agreed to by the Kitsap County Auditor in writing prior to commencement of work and/or purchase.

## **SECTION 3.0 PROPOSAL SUBMISSION REQUIREMENTS**

**3.1. GENERAL**

The vendor and all subcontractors, if any, must furnish evidence of experience in providing these services. Preference will be given to those with relevant experience.

**3.2. FORMAT**

**3.2.1** These instructions, formats and approaches for the development and presentation of proposal information are designed to ensure the submission of data essential to the understanding and comprehensive evaluation of the vendor's proposal. There is no intent to limit the content of the proposals or in any way inhibit a presentation in other

than the vendor's favor. The vendor may include such additional information or data as may be appropriate, but may not exclude any portion requested in this document.

**3.2.2** Proposals should be submitted on double-sided (8 ½" x 11") paper without permanent binding; loose-leaf binding is permissible. Any attachments or exhibits must be reduced to letter size. Ink and paper colors must not prevent entire SOQ from being photocopied. The use of divider tabs is required.

**3.2.3** Vendors must submit one (1) original and four (4) copies of the proposal, as well as an electronic copy (CD/disk). The original should be clearly marked on the outside cover as such. All signatures in the original proposal must be in blue ink.

### **3.3 PROPOSAL CONTENTS**

Each of the major sections identified below should be separately tabbed, for easy identification. Every page of the proposal must be numbered sequentially, including attachments and appendices.

#### **3.3.1 Letter of Interest**

A letter of interest shall be submitted that indicates the following:

- The firm's desire to develop services and needs assessments, to evaluate site alternatives, and to develop conceptual designs.
- The availability of the firm's resources for completing all components of the project within appropriate and reasonable timelines.
- The firm's contact information (address, telephone, email).
- Additional data or recommendation, if desired.

#### **3.3.2 Statement of Qualifications**

The nature and form of response are at the discretion of the respondent, but at a minimum, must include the following:

- A. Firm Background
  - 1. General information about the firm, including a description of the firm's background, the names and number of years the firm has been in business, and current or previous names, or additional assumed business names, and any other pertinent firm information.
- B. Project Organization and Staffing

1. Provide an organization chart showing all proposed team members and describing their responsibilities for this project. Include professional qualifications/resumes of each member of the project team.
  2. Describe the portion of work that will be performed by a subcontractor, if any, and information about the professional qualifications of proposed sub-consultants.
- C. Description of Related Experience
1. Describe the firm's experience with preparing services and needs assessments, evaluating site alternatives, and developing conceptual Design. Include at least three similar projects the firm has completed. For each project, provide the following information:
    - Name, address and telephone number of the client.
    - Name of the firm's project manager and personnel who worked on each project with a brief description of their responsibilities.
    - Budget and actual project cost.
    - The elements of the projects that are common to the projects proposed above.
    - Summary of the firm's role/responsibility in overall project.
    - Summary of the firm's deliverables.
  2. Describe the firm's familiarity with Kitsap County.
  3. Describe the firm's ability to complete work on schedule.
  4. Identify any other relevant information pertinent to this RFP section.
- D. Project Approach and Budget
1. Describe your Firm's approach and budget for this project.

### **3.4 PROCUREMENT SCHEDULE**

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the SOQ submission due date are approximate and may be adjusted as conditions indicate, without amending this document. It is the vendor's sole responsibility to periodically check the website for amendments to this document.

**Figure 1. PROCUREMENT SCHEDULE**

Item	Action	Date
1.	Kitsap County Issues RFP	Wednesday, March 2, 2016
2.	Vendor may submit written questions and comments until 3:00 p.m. Pacific Time	Wednesday, March 16, 2016
3.	Kitsap County will Issue responses.	Monday, March 22, 2016
4.	Vendor must submit Proposal by 3:00 p.m. Pacific Time	Wednesday, March 30, 2016
5.	Anticipated Contract Start Date	Monday, May 2, 2016

## SECTION 4.0 EVALUATION CRITERIA

SOQ's will be evaluated based on the firm's clear ability to develop a services and needs assessment, to evaluate site alternatives, and to develop conceptual designs, consistent with the project description contained in this request. The responses will be rated according to the criteria detailed below. This may result in the selection of a firm, or a short list of firms, who will be asked to provide additional information at an oral interview. The County and the selected finalist(s) will begin the development of a final project scope and fee negotiations following the selection process.

Kitsap County reserves the right to request interviews of selected consultants, to make selections on the basis of initial proposals, or to reject all proposals.

Each SOQ will be evaluated and given a score based upon the quality of response to each of the following topic areas. Maximum number of points achievable is **100**.

- A. Project Timeline & Budget - *30 points maximum*
  - i. Timeline – 15 points
    - Demonstrates the ability to create/monitor project timelines
    - Demonstrates the ability to meet project timelines

- Demonstrates the ability to exceed project timelines
- ii. Budget – 15 points
  - Affordability of services
  - Ability to create/monitor total project budget (soft and hard costs)
  - Methods of proven successes of staying within project budget
- B. Organizational Background, Experience & Expertise - *50 points maximum*
  - i. Qualifications of Proposed Members – *15 points*
    - Years of experience
    - Quantity of similar projects
    - Education
    - Years with the firm
  - ii. Comprehension, Responsiveness and Demonstrated Success – *15 points*
    - Illustrates that the team clearly understands objectives and technical requirements
    - Responsiveness to all aspects of the RFQ
    - Firm’s demonstrated success with similar projects
  - iii. Public Sector Experiences, including Community Engagement – *20 points*
- C. Clarity of Proposal - 20 points maximum
  - Is the Proposal easy to understand and understanding of project objectives?
  - Do the graphics further clarify the written items?
  - Did the firm stay within the maximum allotted pages?

## **SECTION 5.0 REQUEST FOR PROPOSAL PROCESS**

### **5.1 ACCEPTANCE OF PROPOSALS**

- 5.1.1** Each vendor may submit one (1) Proposal. Alternate Proposals will not be allowed and will cause the rejections of the alternate Proposal and any other Proposal submitted by the vendor.
- 5.1.2** Kitsap County will accept all Proposals properly submitted. After receipt of Proposals, Kitsap County reserves the right to sign a contract, without negotiation, based on terms, conditions and premises of the RFP and the Proposal of the selected vendor. Proposals must be responsive to all requirements in the RFP in order to be considered for contract award.
- 5.1.3** The Proposal and its conditions must remain valid for six (6) months from the date of Proposal submission.
- 5.1.4** Kitsap County reserves the right to waive minor irregularities in Proposals, providing such action is in the best interest of Kitsap County. Where Kitsap County may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the vendor from full compliance with RFP and other contract requirements if the vendor is awarded the contract.
- 5.1.5** Kitsap County also reserves the right to request Proposal clarification or correction, reject any or all Proposals received, or cancel the procurement, according to the best interest of Kitsap County.

## **5.2 PROPOSAL AMENDMENT AND RULES FOR WITHDRAWAL**

- 5.2.1** Prior to the due date a submitted Proposal may be withdrawn by submitting a written request to the point of contact identified in Procurement Overview, Point of Contact of this RFP. Withdrawal notice must be signed by the vendor's authorized agent.
- 5.2.2** Vendors are allowed to make amendments to their Proposals if the change is submitted by the SOQ due date subject to the conditions outlined in section 3. The submission should be clearly labeled as Amendment to Proposal. Unless requested by Kitsap County, Kitsap County will not accept any amendments, revisions, or alterations to proposals after the due date.

## **5.3 COST OF PREPARING PROPOSALS**

All costs incurred by the vendors during the preparation of their Proposals and for other procurement related activities will be the sole responsibility of the vendors. Kitsap County will not reimburse them for any such costs.

## **5.4 DISPOSITION OF Proposals**

- 5.4.1** The successful Proposal will be incorporated by reference into the resulting contract and will be a matter of public record. If the Proposal includes material that is considered by the vendor proprietary and confidential under Washington State Law, the vendor shall clearly designate the material as such, explaining why such material should be considered confidential.

- 5.4.2** The vendor must identify each page or section of the Proposal that they believe is proprietary and confidential, with sufficient grounds to justify each exemption from release, including the prospective harm to the competitive position of the vendor if the identified material were to be released. A general statement that an entire Proposal is proprietary is not acceptable.
- 5.4.3** All material submitted by vendors becomes the property of Kitsap County, which is under no obligation to return any material submitted by a vendor in response to this RFP. Kitsap County shall have the right to use all systems concepts, or adaptations of those ideas, contained in any Proposal, and this right will not be affected by selection or rejection of the Proposal.

## **5.5 PUBLIC DISCLOSURE, FREEDOM OF INFORMATION AND PRIVACY ACT**

Vendors should be aware that all materials associated with the procurement are subject to the terms of the Washington State Public Records Act (RCW 42.56), the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations of these Acts. By submission of a Proposal, the vendor agrees that the State Public Records Act is applicable to this RFP and all sub-contractors hereunder.

## **5.6 USE OF SUBCONTRACTORS**

The prime contractor will be responsible for all the work to be performed under this contract. Vendors must identify proposed subcontractors in their Proposals, if any, in the manner described within the Proposal submission instructions.

**NOTE:** In the event that a contract is procured, the contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the written approval of Kitsap County.

## Appendix A

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### **KITSAP COUNTY CONTRACT FOR PROFESSIONAL SERVICES TEMPLATE**

This Contract for Professional Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and , having its principal offices at (the Contractor).

#### **SECTION 1. EFFECTIVE DATE OF CONTRACT**

The Contract will become effective on and terminate on. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

#### **SECTION 2. SERVICES TO BE PROVIDED**

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: Description of Services, which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor or facilities will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practice.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 The Contractor will confer with the County from time to time during the progress of the work. The Contractor will prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the County.

#### **SECTION 3. CONTRACT REPRESENTATIVES**

The County and the Contractor will each have a contract representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Representative

Contractor's Contract Representative

**SECTION 4. COMPENSATION**

- 4.1 A description of the compensation to be paid to the Contractor is set forth in Exhibit B: Compensation, which is attached to the Contract and incorporated by this reference.
- 4.2 The total amount payable under the Contract by the County to the Contractor in no event will exceed \$.
- 4.3 Unless otherwise provided in the Contract, the Contractor may submit an invoice to the County once a month for payment of work actually completed to date. Subject to the other provisions of the Contract, the County generally will pay such an invoice within 30 days of receiving it.
- 4.4 The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

**SECTION 5. AMENDMENTS AND CHANGES IN WORK**

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal,

amendment or modification has been approved by the County and has become effective.

## **SECTION 6. HOLD HARMLESS AND INDEMNIFICATION**

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

## **SECTION 7. INSURANCE**

- 7.1 **Professional Legal Liability.** The Contractor will maintain professional legal liability or professional errors and omissions coverage appropriate to the Contractor's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Contractor's services under the Contract. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services under the

Contract, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under the Contract.

7.2 **Workers' Compensation and Employer Liability.** The Contractor will maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over \$50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than \$1 million.

7.3 **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.

7.4 **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows (check ONE of the following options):

Not Applicable.

The Contractor will maintain commercial automobile liability insurance with a limit of not less than \$1 million each accident combined bodily injury and property damage. The aggregate limit will be at least \$2 million. Coverage will include owned, hired and non-owned automobiles.

The Contractor will maintain automobile liability insurance or equivalent form with a limit of not less than \$100,000 each accident combined bodily injury and property damage. The aggregate limit will be at least \$300,000. If a personal lines automobile liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of the Contract and the certificates of insurance must evidence that these conditions have been met. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage will include owned, hired and non-owned automobiles.

7.5 **Miscellaneous Insurance Provisions.**

A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

- B. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will include the County, its officers, officials, employees and agents as an additional insured with respect to performance of services.
- C. When such coverage is required, the Contractor's commercial general liability insurance and automobile liability insurance will contain no special limitations on the scope of protection afforded to the County as an additional insured.
- D. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the County, its officers, officials, employees or agents.
- E. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- F. The Contractor will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- G. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- H. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

**7.6 Verification of Coverage and Acceptability of Insurers.**

- A. The Contractor will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- B. The Contractor will furnish the County with properly executed certificates of insurance or a signed policy endorsement which will clearly evidence all insurance required in this Section within 10 days after the effective date of the Contract. The

certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract may not be canceled, or allowed to expire, except on 30-days' prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes must be amended so as not to negate the intent of this provision.

- C. The Contractor will furnish the County with evidence that the additional-insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
- D. Certificates of insurance will show the certificate holder as Kitsap County and indicate "care of" the appropriate County office or department. The address of the certificate holder will be shown as the current address of the appropriate County office or department.
- E. The Contractor will request that the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that the Contractor is currently paying workers' compensation.
- F. Written notice of cancellation or change will be mailed to the County at the following address:

Risk Management Division  
Kitsap County Department of Administrative Services  
614 Division Street, MS-7  
Port Orchard, WA 98366

- G. The Contractor or its broker will provide a copy of all insurance policies specified in the Contract upon request of the Kitsap County Risk Manager.

## **SECTION 8. TERMINATION**

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 10-days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may summarily terminate the Contract notwithstanding any other termination provision in the Contract.

Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.

- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 10 days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

## **SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

## **SECTION 10. INDEPENDENT CONTRACTOR**

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Kitsap County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

## **SECTION 11. NONDISCRIMINATION**

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

## **SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be “works for hire” as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 All design work done by the Contractor will be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which will be submitted to the County upon request or at the end of the job. Should a construction project result from the work of the Contractor, the record drawings from the Contractor will be transposed onto the electronic design drawings and submitted to the County.
- 12.3 An electronic copy of all word processing documents will be submitted to the County upon request or at the end of the job using the word processing program and version specified by the County.

## **SECTION 13. PATENT/COPYRIGHT INFRINGEMENT**

The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

## **SECTION 14. DISPUTES**

Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County’s contract representative or designee. All rulings, orders, instructions and decisions of the County’s contract representative will be final and conclusive.

## **SECTION 15. CONFIDENTIALITY**

The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

## **SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE**

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 16.2 Any action at law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

## **SECTION 17. MISCELLANEOUS**

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform services under the Contract upon receipt of a written request to do so from the County's contract representative or designee.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.

- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **Survival.** Those provisions of the Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, but are not necessarily limited to, the following: Sections 6.1-6.3 (Hold Harmless and Indemnification), 8.3 (Termination), 13 (Patent/Copyright Infringement), 14 (Disputes), 15 (Confidentiality), 16.1-16.2 (Choice of Law, Jurisdiction and Venue), 17.1 (Miscellaneous – No Waiver), 17.5 (Miscellaneous – Records Inspection and Retention) and Section 17.7 (Miscellaneous – Severability).

DATED this \_\_\_ day \_\_\_\_\_, 20\_\_.

DATED this \_\_\_ day \_\_\_\_\_, 20\_\_.