

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is entered into as of the date written below between the City of Bainbridge Island, a Washington state municipal corporation (the "City") and Transportation Solutions, Inc. (the "Consultant").

WHEREAS, the City desires to obtain a traffic impact analysis for the Madrona School Lowery Farm Campus; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. PAYMENT

A. The City shall pay the Consultant for such services: (check one)

[X] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of \$3000 for the traffic impact analysis. At the written request of the City, the Consultant shall attend up to three meetings or hearings at an additional cost not to exceed \$3,000;

[] Fixed Sum: a total amount of \$_____;

[] Other: _____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

B. The Consultant shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to the City. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. All invoices shall be paid by mailing a city check within sixty (60) days of receipt of a proper invoice.

3. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

5. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 5 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

6. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until July 31, 2017, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 2 for any satisfactory work completed prior to the date of termination.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the City, shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) caused by or occurring by reason of any negligent act, error and/or omission of the Consultant, its officers, employees, and/or agents, arising out of or in connection with the performance or non-performance of the services, duties, and obligations required of the Consultant under this Agreement.

B. In the event that the Consultant and the City are both negligent, then the Consultant's liability for indemnification of the City shall be limited to the contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the Consultant, its officers, employees and agents.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the immunity of the Consultant under Washington's Industrial Insurance Act, RCW Title 51, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the employees of the Consultant. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify and/or invalidate any of these covenants of indemnification.

E. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

F. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. INSURANCE

Consultant shall maintain insurance as follows:

☒ Commercial General Liability as described in Attachment B.

☒ Professional Liability as described in Attachment B.

☒ Automobile Liability as described in Attachment B.

☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

Except as described below, this Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein. The City consents to the subcontracting of a portion of the scope of work to a traffic count vendor, All Traffic Data Services, Incorporated.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Consultant: Transportation Solutions, Inc.
 8250 165th Avenue NE
 Suite 100
 Redmond, WA 98052-6628

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

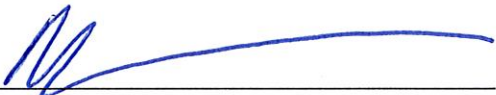
20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of ^{December}~~November~~ 20, 2016.

TRANSPORTATION SOLUTIONS, INC.

CITY OF BAINBRIDGE ISLAND

By 

By 
Douglas Schulze, City Manager

Name Victor L. Salemann

Title Principal

Tax I.D. # 91-1383114

City Bus. Lic. # 44430

ATTACHMENT A

SCOPE OF SERVICES

8250 - 165th Avenue NE
Suite 100
Redmond, WA 98052-6628
T 425-883-4134
F 425-867-0898
www.tsinw.com

October 24, 2016

Janelle C. Hitch, P.E.
Development Engineer
Bainbridge Island
Planning & Community Development
280 Madison Avenue N
Bainbridge Island, WA 98110

Subject: Madrona School – SR 305 and Sportsman Club Road Traffic Analysis Proposal
11478 Madison Avenue NE
Bainbridge Island, Washington

Dear Ms. Hitch,

This proposal is to evaluate Madrona School's traffic impacts at SR 305 and Sportsman Club Road. This analysis will expand the analyses from the April 14, 2016 Madrona School Traffic Impact Analysis letter-report to include AM peak hour traffic conditions at SR 305 and Sportsman Club Road to address community comments and concerns.

Project Understanding

Madrona School is proposing to develop a school at Lowry Farm at 11478 Madison Avenue NE. The school is projected with an enrollment of between 190 and 200 pre-K to 8th-grade students and a faculty of up to 27 persons. School hours are generally between 8:10 AM and 3:20 PM.

We understand that the City of Bainbridge Island is requesting a technical analysis of school-generated traffic impacts at the SR 305 and Sportsman Club Road intersection. This intersection was not part of the scope of work in the April 14, 2016 traffic impact analysis for the school.

Anticipated Work Tasks

The following outlines the anticipated primary work tasks:

1. Collect AM peak hour traffic volumes at SR 305 and Sportsman Club Road.
 - In addition, collect intersection volumes at N Madison Avenue NE and Moran Road NE and Sportsman Club Road and Wardwell Road.
 - Lastly, collect PM peak hour intersection volumes to document current conditions and compare changes between 2014, when volumes at SR 305 and Sportsman Club Road were last collected, and now.
2. Review Bainbridge Island Transportation Master Plan and Comprehensive Plan to identify long-term recommendations for improvements at SR 305 and Sportsman Club Road.
3. Project future AM and PM traffic conditions at the study intersections.
4. Evaluate future traffic conditions without and future with Madrona School traffic at the study intersections.
5. Request, from WSDOT, year 2015 to current crash statistics at SR 305 and Sportsman Club Road. Supplement this information with 2010-2014 crash reports compiled from WSDOT in work

completed in the Rolling Bay neighborhood. The crash records will be reviewed to determine whether there are trends at this intersection that may warrant further review and/or mitigation.

6. Recommend reasonable mitigation measures related to Madrona School; and compute the school's proportionate share trip impact to the intersection.
7. Summarize findings into a traffic impact analysis report with graphics and technical appendices.

Cost Estimate

Based on the work tasks outlined above, the cost of preparing a traffic impact analysis is estimated not to exceed \$3,000, of which we have budgeted \$550 to collect traffic volumes.

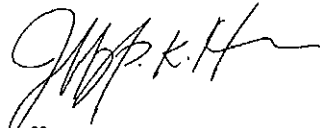
Changes to the scope of work outlined above or requests for meetings will be considered additional work. All additional work will require a budget amendment. And all additional work will require your written authorization before we proceed.

Projected Schedule

We anticipate that a traffic impact analysis report can be completed within 14 business days of your authorization to proceed. Based on our current work schedules we can schedule the traffic volume data collection immediately, and should be able to start the technical analysis within five days.

If the above proposal appears to meet your needs, please send us an agreement of services for us to complete and return.

Thank you and we look forward to working with you,
Transportation Solutions, Inc.



Jeffrey P. K. Hee, PE
Project Engineer



Transportation Solutions, Inc.

Proposal for Work Services

8250 · 165th Avenue NE
Suite 100
Redmond, WA 98052-6628
T 425-883-4134
F 425-867-0898
www.tsinw.com

November 28, 2016

Janelle C. Hitch, P.E.
Development Engineer Bainbridge Island
Planning & Community Development
280 Madison Avenue N
Bainbridge Island, WA 98110
Email: jhitch@bainbridgewa.gov

Subject: Madrona School – Public Meetings and Hearings Work Proposal
11478 Madison Avenue NE
Bainbridge Island, Washington

Dear Ms. Hitch,

This proposal is for staff time for assistance public meetings and hearings regarding development and occupation of Madrona School at Lowry Farm.

Attached please find a copy of our billing rates.

Based on our phone conversation and your recommendations of staff time to attend and participate in public meetings and hearings. We anticipate attending three (3) meetings with an estimated duration of 2 hours each and 2 hours of travel time per meeting. We recommend a budget of \$3,000 to cover the costs of travel and meetings. If additional work and time is requested, we will request a budget amendment and your written authorization.

Victor Salemann or me, depending on schedules, will be the primary persons to assist with meetings and hearings.

If you have any questions regarding this proposal, I encourage you to contact me at your earliest convenience.

Sincerely,
Transportation Solutions, Inc.

A handwritten signature in black ink, appearing to read "J.P.K. Hee", written over a horizontal line.

Jeffrey P. K. Hee, P.E.
Project Engineer



Transportation Solutions, Inc.

8250 - 165th Avenue NE
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F 425-867-0898
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2016 Staff Billing Rates

Hourly Billing Rates

Classification	Hourly Labor Billing Rate
Principal	\$225 to \$250
Project Manager	\$180 to \$210
Project Engineer/Sr. Engineer	\$160 to \$180
Transportation Engineer	\$130 to \$160
Project & Financial Administrators	\$95 to \$110

Expenses

Reimbursable Expenses	Cost +10% Markup
Sub-consultant invoices	Invoice + 10% Markup

Note: 10% markup is to cover revenue/excise tax levied by State of Washington and other city jurisdictions and to cover the administrative cost.

Billing rates are subject to change each January and during the year to reflect staff changes.

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Consultant, its officers, employees and agents:

A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

C. Professional Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

Before commencing work and services, the Consultant shall provide to the person identified in Section 16 of the Agreement a Certificate of Insurance evidencing the required insurance. City reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. City shall be named as an additional insured on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Consultant, and a copy of the endorsement naming City as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that City will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.



TRANS-2

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Redmond General Insurance Agcy PO Box 847 Redmond, WA 98073-0847 Michael J Nichols, CIC, CRM	CONTACT NAME: Debbie Whitbeck, CIC	
	PHONE (A/C, No, Ext): 425-952-2661	FAX (A/C, No): 425-885-6631
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Transportation Solutions, Inc. 8250 165th Ave NE #100 Redmond, WA 98052	INSURER A: Travelers Indemnity Company	
	INSURER B: Travelers Casualty & Surety	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP GAP GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6808894C150	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA5331L071	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP5C510571	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	6808894C150 WA STOP GAP ONLY	12/31/2016	12/31/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab			105932134	05/13/2016	05/13/2017	Ea Claim \$ 1,000,000 Ded \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re:Madrona School Lowery Farm Campus traffic study City of Bainbridge Island
are included as an Additional Insureds As respects written contract per form
CGD105 0494. Waiver of Subrogation applies perform CGD186 1103. Primary/Non
Contributory applies per form CGD037 0405.

CERTIFICATE HOLDER

CANCELLATION

CITYBA1 City of Bainbridge Island Attention: City Manager 280 Madison Avenue North Bainbridge Island, WA 98110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael J. Nichols

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