



C-11-181

Receiving # 6571
(obtain from City Clerk)

CONTRACT ROUTING FORM

DESCRIPTION	Originator:	Rich Meredith	Routed by:	Robert Wood
	Department/Division:	Public Works/Traffic Services	Date:	October 26, 2011
	Name of Consultant/Contractor:	Traffic Data Gathering		
	CONTRACT TITLE:	2011 Turning Movement Count Project		

CONTRACT CONTENT	Type of Contract: <input type="checkbox"/> (GR) Grants <input type="checkbox"/> (I) Intergovernmental Agreement <input type="checkbox"/> (L) Lease Agreement <input checked="" type="checkbox"/> (S) Purchase of Services <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other		
	Bid/RFP Number: 6571		
	Effective Date: Upon Execution		Completion Date: December 31, 2011
	Has the original contract boilerplate language been modified? <input type="radio"/> Yes <input checked="" type="radio"/> No		
	If yes, specify which sections have been modified: Description of Services: Provide turning movement count services		

FINANCIAL DETAILS	Total Amount of Contract: \$6,525.00			
	Org Key - Obj #	2709168-5410	Amount:	\$6,525.00
	J/L # - Task #		Amount:	
	Org Key - Obj #		Amount:	
	J/L # - Task #		Amount:	
	Org Key - Obj #		Amount:	
Are there sufficient funds in the current budget to cover this contract? <input checked="" type="radio"/> Yes <input type="radio"/> No				
Remarks: (see attached memo)				


FORMS	For Public Works/Small Works Contracts:	For Service Contracts:	
	<input type="checkbox"/> Selection Form	<input type="checkbox"/> Business License	<input checked="" type="checkbox"/> Selection Form <input checked="" type="checkbox"/> Business License
	<input type="checkbox"/> Contractor Responsibility Form	<input type="checkbox"/> Certificate of Insurance	<input checked="" type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form	<input checked="" type="checkbox"/> W-9 Form	

SIGNATURE	Authorization Level: Division Manager
	<input checked="" type="checkbox"/> 1. Project Manager <input checked="" type="checkbox"/> 2. Risk Management/Budget <input checked="" type="checkbox"/> 3. City Attorney <input checked="" type="checkbox"/> 4. Consultant/Contractor <input checked="" type="checkbox"/> 5. Division Manager <input type="checkbox"/> 6. City Council (if required) <input type="checkbox"/> 7. City Manager <input checked="" type="checkbox"/> 8. City Clerk <input checked="" type="checkbox"/> 9. Originating Department

[Handwritten signatures and dates: 10/27, 10/28, 11/10/11]



Memorandum

DATE: October 26, 2011
TO: Kirk McKinley, Transportation Services Manager
FROM:  Rich Meredith, City Traffic Engineer
RE: 2011 Turning Movement Counts Project – Traffic Data Gathering

The professional services contract for the 2011 Turning Movement Counts Project is attached for your signature.

Contractor Name and Project:

This contract will enable Traffic Data Gathering to provide intersection turning movement count services throughout the City. Project study data will provide 2-Hour counts for AM, Mid-Day, and PM times on identified street locations. Turning movement count data will assist in timing the signal lights.

Scope of Services:

The Consultant will provide the following services:

Turning Movement Counts

1. Project Administration and Coordination
2. Traffic Count / Data Collection
3. Traffic Study Locations: 22 locations

(For full detail and project specifications please refer to the Scope of Services and Location List included in the contract documents.)

Selection Process:

Traffic Services administratively selected Traffic Data Gathering from Lake Stevens, WA based on their proximity, price, history of work on similar traffic studies, and most importantly their ability to perform the work within the restricted timeframe required.

Financial Impact:

The contract amount of \$6,525.00 will be funded by the 2011 Traffic Services - Professional Services budget.

Council Review:

City Council review is not required for this contract. This contract is within your \$15,000 signature authority for Professional Services contracts.

Schedule:

Data collection will be conducted during October-November 2011 (and December if any follow-up counts need to be completed). Turning Movement count data is to be delivered by December 23, 2011. The contract termination date is December 31, 2011.



Shoreline
City Clerk
Receiving
Number
6571

Contract No. 6571

Brief Description: 2011 Turning Movement Counts Project

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and Traffic Count Consultants, Inc., hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide turning movement count services and

WHEREAS, the City has selected Traffic Data Gathering to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$6,525.00, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence upon and end at midnight on the 31st day of December, 2010.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. City of Shoreline Business License.

The awarded consultant will be required to obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. More information regarding requirements to register with the State of Washington Department of Revenue can be found on the web at:

<http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx>

9. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than ~~\$1,000,000~~ ^{\$500,000} for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

10. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

11. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

12. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color,

creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

13. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Public Works Director
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: Carla Nasr
Name of Firm: Traffic Data Gathering
Address: 11410 - 13th St SE
Address: Lake Stevens, WA 98258
Phone Number: (425) 334-3348

14. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

15. General Administration and Management.

The City's contract manager shall be (name and title): Rich Meredith, P.E., P.T.O.E, City Traffic Engineer.

16. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

By: 

Name: Kirk McKinley

Title: Transportation Services Manager

Date: 11/10/11

CONSULTANT

By: 

Name: Carla Nasr

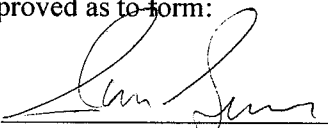
Title: Owner

Date: November 4th 2011

Date: _____

Date: _____

Approved as to form:

By: 

Ian Sievers City Attorney

Attachments: Exhibits A, B, W-9 (Request for Taxpayer Identification Number and Certification)

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17500 Midvale AVE N, Shoreline, WA 98133-4905 v (206) 801-2700 v Fax (206) 546-7870

Contract No. _____

Firm Name: _____
Mailing Address: _____

Invoice No.: _____	Invoice Date: _____
Amount of Invoice: \$ _____	

Contract Expiration Date: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount (including amendments)	\$ _____
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____	Date: _____
City of Shoreline	

Exhibit A

BID SHEET (page one of three)

Project Name: 2011 Turning Movement Count Project

Bid No: 6571

BID DUE ON OCTOBER 28, 2011 ON OR BEFORE 5:00PM Pacific Local Time

RETURN BID BY FAX TO (206) 546-2008 or by EMAIL to rwood@shorelinewa.gov

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all work in strict compliance with Contract Documents, all documents, for the amount set forth below.

SCHEDULE:

- 1.) See "Exhibit A-1" for detailed Scope of Services and Location List.
- 2.) Turning Movement Counts for 30th Ave NE / NE 145th St and Bothell Way NE / NE 145th St must be submitted by **Monday, November 7, 2011.**
- 3.) Turning Movement Counts must be done during **November through December 16, 2011 – excluding the week of November 20-26 (Thanksgiving Holiday).**
- 4.) Count results shall be delivered to the City of Shoreline by Wednesday, December 23, 2010.
- 5.) Note: Any applicable sales tax for related items to be included in bid unit price.
- 6.) All locations require the following Turning Movement Count Timeframes:
 - a. 2-Hour **AM** turning movement studies (*between 7:00-9:00am*)
 - b. 2-Hour **MID-DAY** turning movement studies (*between 11:00am-1:00pm*)
 - c. 2-Hour **PM** turning movement studies (*between 4:00-6:00pm*)

BID SHEET (page two of three)

#	Location		Bid Qty	Bid Unit Price	Sub-Total
1	30 th Ave NE	NE 145 th St	1	\$ 225.00	\$ 225.00
2	Bothell Way NE	NE 145 th St	1	\$ 450.-	\$ 450.-
3	Aurora Ave N	N 145 th St	1	\$ 450.-	\$ 450.-
4	Aurora Ave N	N 152 nd St	1	\$ 225.-	\$ 225.-
5	Aurora Ave N	N 155 th St	1	\$ 450.-	\$ 450.-
6	Aurora Ave N	N 160 th St	1	\$ 450.-	\$ 450.-
7	Aurora Ave N	N 165 th St	1	\$ 225.-	\$ 225.-
8	Aurora Ave N	N 175 th St	1	\$ 450.-	\$ 450.-
9	Aurora Ave N	N 185 th St	1	\$ 450.-	\$ 450.-
10	Aurora Ave N	N 200 th St	1	\$ 225.-	\$ 225.-
11	Aurora Ave N	N 205 th St	1	\$ 450.-	\$ 450.-
12	Midvale Ave N	N 175 th St	1	\$ 225.-	\$ 225.-
13	Midvale Ave N	N 185 th St	1	\$ 225.-	\$ 225.-
14	Linden Ave N	N 185 th St	1	\$ 225.-	\$ 225.-
15	Fremont Ave N	N 175 th St	1	\$ 225.-	\$ 225.-
16	Fremont Ave N	N 185 th St	1	\$ 225.-	\$ 225.-
17	Westminster Way N	N 155 th St	1	\$ 225.-	\$ 225.-
18	20 th Ave NW	NW Richmond Bch Rd	1	\$ 225.-	\$ 225.-
19	Aurora Village Entrance	N 200 th St (east of Aurora)	1	\$ 225.-	\$ 225.-
20	Aurora Village Entrance	N 205 th St (east of Aurora)	1	\$ 225.-	\$ 225.-
21	Greenwood Ave N	N 145 th St	1	\$ 225.-	\$ 225.-
22	Greenwood Ave N	N 149 th St	1	\$ 225.-	\$ 225.-
TOTAL BID			22	\$ 6,525.00	\$ 6,525.00

TRAFFIC DATA GATHERING

Company Name

BID PROPOSAL SHEET (page two of two)

Project Name: 2011 Turning Movement Count Project

Bid No: 6571

- This page of the bid form must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any cross-outs.
- Initial here g to verify your Bid considers addenda _____ through _____.

Company Name: TRAFFIC DATA GATHERING

Fed Tax ID #: 91-1594281

Wash. State UBI Number: 601 374 605

Labor & Industries Account Number: _____

Company Address: 11410-13th St. SE

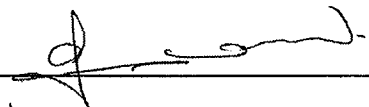
City/State/Zip: Lake Stevens, WA 98258

Phone: (425) 334-3348 Fax: (425) 335-5979

E-Mail: Carla.n@traffidatagathering.com

Print Name of Signatory: CARLA F. NASR

Print Title of Signatory: Owner and Manager

Contractor Signature: 

Date: October 26th 2011

CITY OF SHORELINE
TURNING MOVEMENT COUNTS
(2011) SCOPE OF WORK

1.0 TURNING MOVEMENT COUNTS (DUE WEDNESDAY, DECEMBER 23, 2011)

This project will provide data collection services to include the following products:

1.1 PROJECT ADMINISTRATION AND COORDINATION

This task provides project administration and coordination with the City of Shoreline, including correspondence, billing and general project management.

1.2 TRAFFIC COUNT / DATA COLLECTION

This task includes services to collect and coordinate the data collection at locations in the City of Shoreline as specified by the City Traffic Engineer and forwarded to the company.

a) **PROJECT TIMELINE DATES**

1. **Turning Movement Counts for 30th Ave NE / NE 145th St and Bothell Way NE / NE 145th St must be completed and submitted by Monday, November 7, 2011.**
2. **Turning Movement Counts must be completed during November through December 16, 2010 – excluding the week of November 20-26 (Thanksgiving Holiday).**
3. **Count results shall be delivered to the City of Shoreline by Wednesday, December 23, 2011.**

b) **GENERAL INSTRUCTIONS**

1. All turning movement studies to be collected on **Tuesday, Wednesday, or Thursday ONLY.**
2. All **A.M.** turning movement studies to be collected for 2 hours between **7:00-9:00am.**
3. All **MID-DAY** turning movement studies to be collected for 2 hours between **11:00am-1:00pm.**
4. All **P.M.** turning movement studies to be collected for 2 hours between **4:00-6:00pm.**

c) TURNING MOVEMENT COUNTS to include at minimum:

1. 2-Hour Study (A.M. Peak, Mid-Day Peak, and PM Peak)
2. Peak Hour Identified
3. Peak Hour Factor Calculated
4. Count of Pedestrian traffic
5. Count and Percentage of Buses
6. Count and Percentage of Trucks

1.3 TRAFFIC STUDY LOCATIONS:

2011 Turning Movement Count Locations

#	North/South	East/West	Signal	AM	Mid-Day	PM	Total
1	30 th Ave NE	NE 145 th St	Yes	1	1	1	3
2	Bothell Way NE	NE 145 th St	Yes	1	1	1	
3	Aurora Ave N	N 145 th St	Yes	1	1	1	3
4	Aurora Ave N	N 152 nd St	Yes	1	1	1	3
5	Aurora Ave N	N 155 th St	Yes	1	1	1	3
6	Aurora Ave N	N 160 th St	Yes	1	1	1	3
7	Aurora Ave N	N 165 th St	Yes	1	1	1	3
8	Aurora Ave N	N 175 th St	Yes	1	1	1	3
9	Aurora Ave N	N 185 th St	Yes	1	1	1	3
10	Aurora Ave N	N 200 th St	Yes	1	1	1	3
11	Aurora Ave N	N 205 th St	Yes	1	1	1	3
12	Midvale Ave N	N 175 th St	Yes	1	1	1	3
13	Midvale Ave N	N 185 th St	Yes	1	1	1	3
14	Linden Ave N	N 185 th St	Yes	1	1	1	3
15	Fremont Ave N	N 175 th St	Yes	1	1	1	3
16	Fremont Ave N	N 185 th St	Yes	1	1	1	3
17	Westminster Way N	N 155 th St	Yes	1	1	1	3
18	20 th Ave NW	NW Richmond Bch Rd	Yes	1	1	1	3
19	Aurora Village Entrance	N 200 th St (east of Aurora)	Yes	1	1	1	3
20	Aurora Village Entrance	N 205 th St (east of Aurora)	Yes	1	1	1	3
21	Greenwood Ave N	N 145 th St	Yes	1	1	1	3
22	Greenwood Ave N	N 149 th St	Yes	1	1	1	3
TOTALS				22	22	22	66