AGREEMENT FOR PROFESSIONAL SERVICES
Suzuki Property, Bainbridge Island, Washington

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and OPG New Brooklyn LLC, a Washington State limited liability company ("Consultant").

WHEREAS, the City owns an approximately 13.83-acre parcel of real property commonly known as the Suzuki property, which is legally described on Attachment A ("Property") and is located in the City of Bainbridge Island, Kitsap County, Washington; and

WHEREAS, the Property is zoned R-2, which allows residential development at a maximum base density of two units per acre, for a total of approximately 30 units within the Property; and

WHEREAS, the Property is subject to potential increase by a factor of 2.5 under the City’s Housing Design Demonstration Program ("HDDP"), which would allow a maximum residential density of five units per acre, for a total of approximately 75 units within the Property, if certain HDDP requirements are met; and

WHEREAS, the Property also contains potential wetlands, wildlife habitat, and other natural areas valuable for conservation and preservation; and

WHEREAS, on January 23, 2018, the City Council adopted Resolution No. 2018-03, which directed the City Manager to negotiate an agreement for the purpose of completing all necessary work required for permits, approvals, and development of the Property; and

WHEREAS, Resolution No. 2018-03 names six goals that must be incorporated into the development services agreement; and

WHEREAS, the City needs professional services in connection with the development, as well as the preservation, of certain portions of the Property; 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 described on Attachment B ("Consultant Services"), which includes managing and directing the third party consultants whose services are described on Attachment C ("Third Party Services"), in order to assist the City in obtaining the City’s preliminary plat approval of the subdivision of the Property as part of the real property development project that is described on Attachment D ("Project"). The Consultant shall
furnish or engage as Third Party Services all labor to conduct and complete the Consultant Services, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect for fifteen (15) months or until 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.

C. In the event of expiration or 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 paid for any work completed and any expenses actually incurred prior to the effective date of expiration or termination in accordance with Attachment E.

3. PAYMENT

A. The City shall pay the Consultant for the Consultant Services and reimburse any third party or City expenses actually incurred by the Consultant in providing the Consultant Services in accordance with Attachment E.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for Consultant Services performed and expenses incurred in the previous calendar month. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check to the Consultant within sixty (60) days after receipt of a proper invoice from the Consultant.

D. If the Consultant Services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the Consultant Services to comply with this Agreement. The City may withhold payment for such Consultant Services until the Consultant Services meet the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses incurred by the Consultant and reimbursable by the City under this Agreement in accordance with generally accepted accounting principles. 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 if 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.

5. **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 Consultant Services 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 Consultant Services. The Consultant shall make no claim of City employment nor shall the Consultant 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.

C. If required by applicable law, the Consultant shall obtain a business license and pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. **NONDISCRIMINATION 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 6 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.

7. **OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda, and other documents developed by the Consultant under this Agreement, whether finished or not, shall become the property of the City and 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 Consultant Services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. 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, arising out of or resulting from the errors or omissions, or the negligent or allegedly negligent acts, or the intentional misconduct or allegedly intentional misconduct, of the Consultant in performance of this Agreement, except to the extent caused by the negligence or intentional misconduct of the City.

B. 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, including the duty and cost to defend 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 purposes 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.

C. 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.

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

10. **INSURANCE**

The Consultant shall maintain insurance as follows:

[X] Commercial General Liability as described in Attachment F.
[X] Professional Liability as described in Attachment F.
[X] Automobile Liability as described in Attachment F.
[X] Workers’ Compensation as described in Attachment F.
[ ] None.

11. **SUBLETTING OR ASSIGNING CONTRACT**

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.

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, including without limitation that certain letter dated September 12, 2017, from OPG Properties LLC (d/b/a Olympic Property Group), an affiliate of the Consultant, to Doug Schulze of the City. 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. **NONWAIVER**

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: OPG New Brooklyn LLC
19950 7TH Avenue N.E., Suite 200
Poulsbo, WA 98370
Attention: Jon Rose, President

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

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.

21. SCOPE OF THIRD PARTY SERVICES

The City hereby approves the description and scope of Third Party Services comprising
Attachment C hereto.

22. PRELIMINARY PROJECT BUDGET

The City hereby approves the preliminary Project budget that is Attachment G hereto
(“Preliminary Budget”).

23. RIGHT OF ENTRY

The Consultant and its agents, contractors, employees, and third party consultants shall have the
right to enter the Property during the term of this Agreement to perform Consulting Services and Third Party Services, including due diligence studies and investigations of the Property. The Consultant represents and warrants that it has kept and will keep the Property free and clear of any liens asserted against the City and the Property as a result of any such entry and investigation activities. The Consultant shall not disturb, remove, or sample any soils or groundwater within the Property unless the City first has reviewed and approved the Consultant’s proposed scope of work in the City’s commercially reasonable discretion in advance thereof. The Consultant shall repair any damage done to the Property in testing or inspecting the Property. The Consultant shall defend (with counsel approved by the City), indemnify, and hold the City, its employees, and officials harmless from and against any and all awards, claims, costs, damages, judgments, lawsuits, liabilities, and losses (including, without limitation, for reasonable attorneys’ fees) arising from or relating to Consultant’s entry upon and inspections and testing of the Property under this Agreement. Consultant’s obligations under this section shall survive the expiration or termination of this Agreement.

24. **ATTORNEYS’ FEES**

In the event any legal proceeding is commenced to enforce or interpret any provision of this Agreement or for breach of any provision of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party (including its attorneys’ fees, expert witness’ fees, and disbursements) at trial or on appeal.

25. **STANDARD OF CARE**

The Consultant shall execute its obligations under this Agreement in a professional and workmanlike manner, in accordance with the appropriate standards of care required of prudent, experienced, and skillful land development consultants doing business in Kitsap County, Washington, using industry standard practices appropriate for the scope and nature of the Consultant Services.

26. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary set forth herein, in no event shall the Consultant’s liability to the City under this Agreement exceed the amount of insurance coverage available to the Consultant under the insurance policies that the Consultant is required to maintain under this Agreement. The Consultant shall have no liability for any claims, damages, or losses of the City arising from or relating to delays by the City or other events beyond the reasonable control of the Consultant.

*(Remainder of page intentionally left blank.)*
IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

OPG NEW BROOKLYN LLC

Date: 07/15/19

By: [Signature]

Name: [Name]

Title: PRESIDENT

Tax I.D. #: 98-1304702

City Bus. Lic. #: 

CITY OF BAINBRIDGE ISLAND

Date: June 14, 2018

By: [Signature]

Douglas Schulze, City Manager

ATTACHMENTS:

A - Legal Description of the Property
B - Scope of Consultant Services
C - Third Party Services
D - Project Description
E - Compensation of Consultant
F - Insurance Requirements
G - Preliminary Budget
ATTACHMENT A
LEGAL DESCRIPTION OF THE PROPERTY

That portion of the North half of the Northwest quarter of the Southeast quarter, Section 22, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington, lying East of Permanent Highway No. 13;

Except the North 30 feet conveyed to Kitsap County for road by deed recorded under Auditor's File No. 777166;

And except that portion conveyed for right-of-way for roadways known as NE New Brooklyn Road and Sportsman Club Road NE (Permanent Highway No. 13) by right of way deed and slope easement recorded under Auditor's File No. 201204090289;

Situate in the City of Bainbridge Island, Kitsap County, Washington.

APN/Parcel ID: 222502-4-006-2005
ATTACHMENT B
SCOPE OF CONSULTANT SERVICES

The Consultant Services comprise the following:

1. **Advising the City.** The Consultant will advise the City in its capacity as the owner of the Property for a period of fifteen (15) months regarding the potential development, subdivision, SEPA environmental review, conservation, and disposition of the Property consistent with the Project description that is Attachment D hereto.

2. **Managing and Directing Third Party Services.** For a period of fifteen (15) months, the Consultant will manage and direct the efforts of the third party architects, engineers, and other consultants who will provide the Third Party Services that are described on Attachment C hereto in connection with the Project description that is Attachment D hereto, which include without limitation: (a) submitting to the City in its capacity as local government agency a complete application for SEPA environmental review and the preliminary plat approval of the Property; (b) preparing for, attending, and offering Project presentations at two (2) public community meetings in addition to the minimum number of public community meetings required by applicable City ordinances; and (c) seeking the approval of the preliminary plat application by the City in its capacity as a local government agency, subject to the City’s exercise of its authority as a local government agency to determine the conditions and terms of such preliminary plat approval.

Under this Agreement, the Consultant is primarily an advisor and consultant to the City and a manager of third party consultants. The Consulting Services do not include acting as the agent or representative of the City in any capacity except to the extent expressly agreed by the City and the Consultant in writing.

The Consultant intends to take the Project from current concept to preliminary plat approval, subject to the approval of the City. There are two general stages to the Consultant’s work:

A. **Predesign.** This portion of the work includes all the research, meetings, legal, and professional services provided by the Consultant and its affiliates between the date the City requested a proposal specifically from the Consultant or its affiliates and the date of this Agreement.

B. **Preliminary Plat Approval.** This portion of the work will occur between the date of this Agreement and the date of preliminary project approval.

The Consultant Services do not include responding to any appeals or providing services that are not included in the Third Party Services described on Attachment C and accounted for in the
Preliminary Budget shown on Attachment G.
ATTACHMENT C
THIRD PARTY SERVICES

(See attached pages for complete descriptions of Third Party Services
to be provided by the following third party consultants:)

<table>
<thead>
<tr>
<th>NAME OF THIRD PARTY CONSULTANT</th>
<th>THIRD PARTY SERVICES</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adam Goldsworthy Oak</td>
<td>Preliminary Plat</td>
<td>03/28/18</td>
</tr>
<tr>
<td>Adam Goldsworthy Oak</td>
<td>Survey</td>
<td>04/09/18</td>
</tr>
<tr>
<td>Aspect Consulting</td>
<td>Phase 1 Environmental &amp; Geotech</td>
<td>04/09/18</td>
</tr>
<tr>
<td>BGE Environmental</td>
<td>Wetlands Delineation</td>
<td>03/23/18</td>
</tr>
<tr>
<td>Katy Bigelow</td>
<td>Arborist</td>
<td>11/24/17</td>
</tr>
<tr>
<td>Browne Wheeler Engineers</td>
<td>Civil Engineer</td>
<td>03/28/18</td>
</tr>
<tr>
<td>Davis Studio Architecture + Design</td>
<td>Architect</td>
<td>03/15/18</td>
</tr>
<tr>
<td>Fischer Bouma</td>
<td>Landscape Architect</td>
<td>03/28/18</td>
</tr>
<tr>
<td>KPG</td>
<td>Traffic Impact Analysis</td>
<td>03/01/18</td>
</tr>
</tbody>
</table>
ATTACHMENT D
PROJECT DESCRIPTION

Note: The Consultant Services do not include services required by the City after the date on which the City Hearing Examiner issues a decision on the application for preliminary plat approval of the Property, including without limitation responding to appeals, satisfying the conditions of preliminary plat approval, constructing infrastructure, obtaining final plat approval, constructing buildings and other improvements, and marketing the Project, so the Consultant Services do not include ensuring the completion of Project elements that may be described on this Attachment D but that are not required before preliminary plat approval.

The Project is a residential development located within the Property, a 13.83-acre site in the City of Bainbridge Island. The Property fronts NE New Brooklyn Road and Sportsman Club Road Northeast. The Project will use approximately 4.2 acres of development area within the 13.83-acre site. The goals of the Project are to provide more low-income housing on Bainbridge Island and to protect most of the Property from development in perpetuity. In addition, the six goals specified in City of Bainbridge Island Resolution No. 2018-03, dated January 23, 2018, are hereby incorporated into this Attachment D to the Agreement as part of the project description.

The Project uses the Housing Design Demonstration Program ("HDDP") to increase density, for a total of up to 75 residential units if the Project meets HDDP requirements. It is anticipated that the Project will use HDDP Tier 3, which allows up to two and one-half times (2.5x) the base density.

As currently proposed, upon final plat approval and the completion of infrastructure and building construction, the Project will consist of eighteen (18) single-family residential lots and forty-two (42) residential townhome units. Parking will be provided in an open and central parking configuration. None of the proposed residential units will contain garages, and many of the units will not front directly on the common parking areas. All driveways and parking areas will be privately owned and maintained by a nonprofit homeowners association. There will be up to two (2) landscaped green spaces and hard-surface walking paths within the development area, for the use and enjoyment of the Project’s residents, which will be owned by the homeowners association.

This description may be modified during the design process before preliminary plat approval to account for the realities of topography, engineering, tree retention, and the desires of the purchasers of the lots.

As currently proposed, storm water quality will be treated by rain gardens. Peak storm water flows will be controlled through the use of underground detention pipes and a control structure. The use of low impact development techniques will be investigated as a potential substitute for the underground vault/control structure.

At the time of final plat approval, the portion of the Property that is located outside the development area will become an open space tract to be left natural, with the only potential improvements to be unpaved walking trails. A conservation easement or restrictive covenant will
be recorded that prohibits housing or other development of this area in perpetuity. Ownership of the open space tract will either stay with the City of Bainbridge Island or be transferred by the City to another government agency, nonprofit conservation organization, or the homeowners association. A set of conditions, covenants, and restrictions ("CC&R’s") will be prepared and recorded against the Property at the time of final plat approval and final plat recording. The CC&R’s will outline homeowner and association rights and responsibilities.

Based upon preliminary research, the parties believe the required offsite improvements that will have to be completed or bonded between preliminary plat approval and final plat approval will be as follows:

- A single Project vehicle approach lane;
- A gravity sewer extension in NE New Brooklyn Road to Three Tree Lane NE; and
- Two water connections to the existing water main on NE New Brooklyn Road.

No other off-site road, storm, or other infrastructure improvements are anticipated.
ATTACHMENT E
COMPENSATION OF CONSULTANT

A. Monthly Fee Plus Reimbursement of Expenses. Until this Agreement expires or is
terminated, and thereafter with respect to work completed and expenses incurred prior to
the effective date of expiration or termination, the City shall pay the Consultant the
"Monthly Fee" and any "Monthly Reimbursement of Actual Expenses for Third Party
Services and City Permit Fees" described below, up to an aggregate total not exceeding
the amount of the "Fixed Fee" defined in Part B below:

1. Monthly Fee. A monthly fee for the Consultant's overhead expenses and its
compensation or profit in the total monthly amount of $17,267.33.

2. Monthly Reimbursement of Actual Expenses for Third Party Services and City
Permit Fees. All third party and City expenses incurred by the Consultant in
providing the Consultant Services, including without limitation the Third Party
Services and City construction, environmental, land use, and subdivision
application, review, and permit fees.

B. Fixed Fee. The Fixed Fee for the Consultant Services provided until the date on which
the City Hearing Examiner issues a decision on the application for preliminary plat
approval of the Property shall be the sum of $796,600, subject to the following potential
adjustments:

1. Expenses Not Included in Preliminary Budget and Third Party Services. The
parties acknowledge and agree that the City's review of the Project and the
application materials submitted to the City by the Consultant, together with the
City's evaluation of any public comments received by the City regarding the
Project and application materials, may cause the City to require the Consultant
Services, including without limitation the Third Party Services, to expand. The
parties also acknowledge and agree that the City and its staff may, during the
course of the Project, make decisions and take other actions that increase the cost
of completing the Consultant Services. Therefore, the Fixed Fee shall be
increased by the amount of all third party and City expenses incurred by the
Consultant in providing the Consultant Services to the extent that the expenses
and services are required in order for the Consultant to satisfy the requirements of
the City as they may be established after the making of this Agreement, if the
expenses and services are not included within the Third Party Services described
on Attachment C and within the Preliminary Budget attached as Attachment G.
2. **Extension of Term Through No Fault of the Consultant.** The Fixed Fee shall be increased by a reasonable amount, to be mutually agreed upon by the parties in writing, for each month that the Consultant continues to provide the Consultant Services after the initial fifteen (15) months of the term of this Agreement unless the reason the Consultant Services have not been completed within fifteen (15) months after the making of this Agreement is because of the negligence or intentional misconduct of the Consultant.
A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. **Commercial General Liability** insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Consultant’s profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.
3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit, as applicable.

**E. Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

Before commencing the Consultant Services, the Consultant shall provide to the person identified in Section 8 of this Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

**H. Notice of Cancellation**

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**J. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
K. Subconsultants' Insurance

The Consultant shall cause each and every Subconsultant to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subconsultants. The Consultant shall ensure that the City is an additional insured on each and every Subconsultant's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 26.
# ATTACHMENT G
## PRELIMINARY BUDGET

## COST PROFORMA THRU PRELIMINARY PLAT

<table>
<thead>
<tr>
<th>Soft Costs</th>
<th>Total</th>
<th>Pre-Design</th>
<th>Preliminary Approval</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect</td>
<td>$191,325</td>
<td>$13,325</td>
<td>$180,000</td>
<td>Davis Studio Proposal + costs incurred</td>
</tr>
<tr>
<td>Civil</td>
<td>$22,821</td>
<td>$5,321</td>
<td>$18,300</td>
<td>Browne Wheeler Proposal + costs incurred</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$40,000</td>
<td></td>
<td>$40,000</td>
<td>Fischer Bouma Proposal</td>
</tr>
<tr>
<td>Geo Tech (Structural, Ltd)</td>
<td>$13,500</td>
<td></td>
<td>$13,500</td>
<td>Aspect Consulting Proposal</td>
</tr>
<tr>
<td>Surveyor (Boundary, Topo, Tree)</td>
<td>$24,250</td>
<td></td>
<td>$24,250</td>
<td>AGO Land Surveying Proposal</td>
</tr>
<tr>
<td>Preliminary Plat</td>
<td>$5,000</td>
<td></td>
<td>$5,000</td>
<td>AGO Land Surveying Proposal</td>
</tr>
<tr>
<td>Arborist (Hazard Trees, Inventory)</td>
<td>$2,125</td>
<td></td>
<td>$2,125</td>
<td>Katy Bigelow, Arborist Proposal</td>
</tr>
<tr>
<td>Environmental - Lvl 1.</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>Aspect Consulting Proposal</td>
</tr>
<tr>
<td>Wetland</td>
<td>$6,400</td>
<td>$5,000</td>
<td>$5,000</td>
<td>BGE Environmental Proposal + costs incurred</td>
</tr>
<tr>
<td>Traffic</td>
<td>$21,295</td>
<td></td>
<td>$21,295</td>
<td>Davis Wright Tremain Proposal</td>
</tr>
<tr>
<td>Legal</td>
<td>$30,000</td>
<td>$24,000</td>
<td>$24,000</td>
<td>KPG, PS Proposal</td>
</tr>
<tr>
<td>OPG Overhead</td>
<td>$137,495</td>
<td>$24,999</td>
<td>$112,496</td>
<td>Estimate Based on OPG Experience</td>
</tr>
<tr>
<td>Soft Cost Subtotal</td>
<td>$489,211</td>
<td>$64,145</td>
<td>$435,066</td>
<td>Contingency</td>
</tr>
<tr>
<td>Contingency (15%)</td>
<td>15%</td>
<td>$74,882</td>
<td>$9,622</td>
<td>BGE Environmental Proposal + costs incurred</td>
</tr>
<tr>
<td>Soft Cost Total</td>
<td>$574,093</td>
<td>$73,767</td>
<td>$500,326</td>
<td>Contingency</td>
</tr>
</tbody>
</table>

### City of Bainbridge Fees

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Pre-Design</th>
<th>Preliminary Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-App Conference</td>
<td>$256</td>
<td>$256</td>
<td></td>
</tr>
<tr>
<td>Forest Practice Application</td>
<td>$1,500</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>Subdivision Fees</td>
<td>$86,063</td>
<td>$86,063</td>
<td></td>
</tr>
<tr>
<td>Fees Subtotal</td>
<td>$87,819</td>
<td>$87,819</td>
<td></td>
</tr>
<tr>
<td>Contingency (15%)</td>
<td>15%</td>
<td>$13,173</td>
<td>$13,156</td>
</tr>
<tr>
<td>Fees Total</td>
<td>$100,992</td>
<td>$73,767</td>
<td>$601,301</td>
</tr>
</tbody>
</table>

### Project Costs

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Pre-Design</th>
<th>Preliminary Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td>$675,085</td>
<td>$73,767</td>
<td>$601,301</td>
</tr>
</tbody>
</table>

### Project Profit

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Pre-Design</th>
<th>Preliminary Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>18%</td>
<td>$121,515</td>
<td>$13,278</td>
<td>$108,237</td>
</tr>
</tbody>
</table>

### Total Project Costs + Profit

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Pre-Design</th>
<th>Preliminary Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>$796,600</td>
<td>$87,045</td>
<td>$799,535</td>
<td></td>
</tr>
</tbody>
</table>