



July 2, 2013

**CITY COUNCIL AGENDA**

6:00 p.m.

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1. **CALL TO ORDER**  
Invocation/Pledge of Allegiance  
  
**HONORS AND RECOGNITIONS**
  - Help House Christmas in July Proclamation
2. **APPROVAL OF AGENDA**
3. **CITIZEN COMMENT PERIOD**
4. **CONSENT AGENDA**
  - a. Minutes of the Regular City Council meeting held June 18, 2013
  - b. Approval of Accounts Payable Vouchers in the amount of \$641,289.25, consisting of Nos. 154606 through 154752
  - c. Introduction of Ordinance 1662 Relating to the Oak Harbor Youth Commission
  - d. Motion to Accept the Proposal from HarborSUP for the Marina Recreational Equipment Rental Operations, subject to an agreement providing for the terms of service
  - e. Motion to authorize the Mayor to sign an Interlocal Agreement with Island County Regarding Law Enforcement Partnerships Grant
  - f. Motion to set City Council Workshop Meetings for July 24, 2013; August 28, 2013; and September 25, 2013, at 3:00 – 5:30 p.m.
5. **STAFF AND COUNCIL COMMENTS**
  - a. City Administrator
  - b. Councilmembers
  - c. Mayor
6. **ORDINANCES/RESOLUTIONS**
  - a. Resolution 13-14: Authorizing 2% Lodging Tax Funds to the North Whidbey Lions Club Car
7. **PUBLIC HEARINGS/PUBLIC MEETINGS**
  - a. Ordinance 1660: Amending Title 17 of the OHMC to Adopt the 2012 International Building Codes with Specific Provisions Applicable to the City of Oak Harbor
  - b. Ordinance 1661: Amending Title 8 of the OHMC to Adopt the 2012 International Fire Codes with Specific Provisions Applicable to the City of Oak Harbor
8. **UNFINISHED BUSINESS**



July 2, 2013

**CITY COUNCIL AGENDA**

6:00 p.m.

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**9. NEW BUSINESS**

- a. Resolution 13-16: Terminating Efforts to Replace the Marina C-Dock Roof
- b. Motion to authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Hedeem & Caditz, PLLC, increasing the contract from \$20,000 to \$28,640
- c. Motion to authorize the Mayor to sign the Consultant Agreement with Gray & Osborne, Inc. for design of the North Booster Station and North Transmission Main Projects in an amount not to exceed \$964,100
- d. Motion to authorize the Mayor to sign a Letter of Engagement with Ogden, Murphy & Wallace for Legal Services
- e. Executive Session – Pending Litigation, Labor Negotiations

**10. ADJOURNMENT**

As a courtesy to Council and the audience, PLEASE TURN YOUR CELL PHONES OFF before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda.

For scheduled public hearings, if you wish to speak, please sign your name to the sign-up sheet, located in the Council Chambers. The Council will take all information under advisement. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak.

Thank you for participating in your City Government!

To assure disabled persons the opportunity to participate in or benefit from City services, please provide 24-hour advance notice to the City Clerk at (360) 279-4539 for additional arrangements to reasonably accommodate special needs.

# City of Oak Harbor

OFFICE OF THE MAYOR  
SCOTT DUDLEY  
MAYOR



## ***PROCLAMATION IN RECOGNITION OF***

# ***CHRISTMAS IN JULY DAY***

## ***HELP HOUSE FOOD AND FUND DRIVE***

***WHEREAS***, North Whidbey Help House is a local non-profit food bank that serves northern Whidbey Island; and

***WHEREAS***, in response to the annual slow down of donations during the summer months, the Christmas in July Food and Fund Drive was developed to help keep the shelves stocked; and

***WHEREAS***, through May 2013, North Whidbey Help House had distributed 2,809 food baskets that have fed 7,042 people; and

***WHEREAS***, with food and cash donations down and an average of five new applicants daily, donations are needed now more than ever; and

***WHEREAS***, on Saturday, July 13<sup>th</sup>, volunteers from Soroptimist International of Oak Harbor, Oak Harbor Lions Club and NAS Whidbey Island, will be staged at Saar's Marketplace, Albertson's and Wal-Mart asking shoppers to contribute to the Help House Christmas in July Food and Fund Drive.

***NOW, THEREFORE, WE***, Scott Dudley, Mayor, and Council members of the City of Oak Harbor do hereby proclaim **July 13, 2013** as **Christmas in July Day** and urge all citizens of our City to support North Whidbey Help House and its effort to provide assistance to those in need.

Signed this 2<sup>nd</sup> day of July, 2013

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Scott Dudley, Mayor

Oak Harbor City Council  
Regular Meeting Minutes  
June 18, 2013

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**CALL TO ORDER**

Mayor Scott Dudley called the meeting to order at 6:01 p.m.

**PLEDGE OF ALLEGIANCE/INVOCATION**

Mayor Dudley led the Pledge of Allegiance, and Pastor Randy Beumer of Oak Harbor Christian Church gave the invocation.

**ROLL CALL**

Present:

Mayor Scott Dudley  
Mayor Pro Tempore Danny Paggao  
Councilmember Rick Almberg  
Councilmember Jim Campbell  
Councilmember Tara Hizon  
Councilmember Joel Servatius  
Councilmember Bob Severns

Staff Present:

City Administrator Larry Cort  
Finance Director Doug Merriman  
Development Service Director Steve Powers  
Public Works Director Cathy Rosen  
Interim City Attorney Grant Weed  
City Clerk Valerie J. Loffler  
Chief of Police Ed Green  
Fire Chief Ray Merrill

Councilmember Beth Munns was excused.

**PRESENTATIONS OF OTHER NON-ACTION ITEMS**

Recognition of Don Mowat

Parks Manager Hank Nydam presented Don Mowat of Blue Mountain Electric with an engraved plaque recognizing his donation of labor and materials on numerous electrical projects for the City of Oak Harbor. Mr. Mowat introduced his family and members of his team who volunteer their time and expertise.

Councilmembers expressed their appreciation for his generosity.

At 6:13 p.m. Mayor Dudley announced a recess to allow Council time to congratulate Mr. Mowat. The meeting reconvened at 6:16 p.m.

Proclamation Recognizing 100 Years of the Neil Barn

Councilmember Severns was joined at the podium by Oak Harbor Boys and Girls Club Director Nikki Barone and Program Assistant Micaiah Davis as he read the proclamation recognizing the 100<sup>th</sup> anniversary of the Neil Barn. Ms. Barone invited everyone to join the celebration at the Open Skate on June 22<sup>nd</sup> from 1:00 p.m. to 3:00 pm.

## APPROVAL OF AGENDA

**Motion:** Councilmember Servatius moved to approve the Agenda with the removal of Item 6.a., Gray & Osborne Consultant Agreement for the North Booster Station and Water Transmission Line Projects; and the addition of Item 5.d., Ordinance 1663, Suspending Standing Committee meetings. The motion was seconded by Councilmember Severns and carried unanimously.

## CITIZEN COMMENT PERIOD

Tim Geist voiced concern about alcohol in city parks. Mr. Geist requested to know who generated the idea and what law enforcement issues were expected.

Jim Kiesel also expressed his concern about alcohol in city parks.

## CONSENT AGENDA

City Clerk Valerie J. Loffler read the Consent Agenda.

- a. Minutes of the Regular City Council meeting held June 4, 2013
- b. Motion to approve the accounts payable vouchers in the amount of \$1,585.99, consisting of Nos. 154401 through 154406; and \$311.81, consisting of Nos. 154407 through 154411; and \$681,449.75, consisting of Nos. 154412 through 154605
- c. Motion to award the operation of food concessions at the Oak Harbor Marina to Orlando's Fish and Grill
- d. Motion to appoint Dr. Pampeyan to the Marina Advisory Committee to fill an unexpired term ending December 2014
- e. Motion to appoint John Pendleton to the Arts Commission for a four-year term to expire on June 2017
- f. Motion to approve the extension of the Public Defense Service Agreement with Matthew Montoya for a full caseload of indigent defense cases
- g. Motion to approve the extension of the Public Defense Service Agreement with Georgina Sierra for a partial caseload of indigent defense cases
- h. Motion to authorize the purchase and installation of a drainage system for Ft. Nugent Park through the City's interlocal purchasing agreement with KCDA in an amount not to exceed \$80,000.00
- i. Introduction of Ordinances 1660 Relating to the Fire Code; and Ordinance 1661 Relating to the Building Code (July 2, 2013)

**Motion:** Councilmember Hizon moved to approve the Consent Agenda as presented. The motion was seconded by Councilmember Campbell and carried unanimously.

## HEARINGS AND ORDINANCES/RESOLUTIONS

### Ordinance 1658: Refunding 2004 Water/Sewer Bonds

Finance Director Doug Merriman provided the staff report and stated this is a continuation of the public hearing. Mr. Merriman introduced Annette Sommers from Foster Pepper who provided information on the bond market.

Ms. Sommers responded to questions from Councilmembers about the par amount of the bonds, the City's credit rating, and the closing date.

**Ordinance 1658: An Ordinance of the City of Oak Harbor, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$[1,645,000] aggregate principal amount of water and sewer revenue refunding bonds to provide funds to advance re-fund the callable portion of the City's Water and Sewer Revenue Bonds, 2004, and to pay the administrative costs of such refunding and the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters**

No testimony was provided and the hearing closed at 6:36 p.m.

**Motion:** Councilmember Servatius moved to adopt Ordinance 1658. The motion was seconded by Councilmember Almberg and carried unanimously.

Resolution 13-13: Adopting the Six-Year Transportation Improvement Program  
City Engineer Joe Stowell provided the staff report.

Councilmembers and Mr. Stowell discussed project order and funding.

Mayor Dudley opened the public hearing at 6:46 p.m. No testimony was provided and the hearing was closed.

**Resolution 13-13: A Resolution of the City of Oak Harbor Adopting the 2014-2019 Six-Year Transportation Program**

**Motion:** Councilmember Hizon moved to adopt Resolution 13-13. The motion was seconded by Councilmember Campbell and carried unanimously.

Resolution 13-06: Establishing a Policy for Invocations  
City Administrator Dr. Larry Cort provided the staff report stating the Lancaster decision was considered and the revised resolution conforms to the Ninth Circuit decision.

William Potilla read a statement in opposition. Also speaking in opposition were Tom Smith and Billie Cook.

Tim Geist spoke in support.

Councilmembers spoke in support and discussed the process for establishing a list.

**Resolution 13-06: A Resolution of the City of Oak Harbor Establishing a Written Policy for the Presentation of Invocations at City Council Meetings**

**Motion:** Councilmember Servatius moved to adopt Resolution 13-06. The motion was seconded by Councilmember Paggao and carried unanimously.

Ordinance 1663: Relating to Standing Committees and Workshop Meetings

City Administrator Dr. Larry Cort provided the staff report.

Billie Cook requested time during workshop meetings for public comment.

Councilmembers Servatius, Paggao, AlMBERG, and Severns spoke in support of workshop meetings in lieu of standing committee meetings.

**Ordinance 1663: An Ordinance of the City of Oak Harbor, Washington, Amending Ordinance No. 1656 Suspending the Regular Meetings of City Council Standing Committees Established Under OHMC 1.04.015, Authorizing Special City Council Workshop Meetings; and Providing for Sunset of this Ordinance**

**Motion:** Councilmember Hizon moved to adopt Ordinance 1663. The motion was seconded by Councilmember Servatius and carried unanimously.

At 7:31 p.m. Mayor Scott Dudley announced a recess.

The meeting reconvened at 7:37 p.m.

## **OTHER BUSINESS**

### Council Initiated Agenda Item

Finance Director Doug Merriman reported that at the June 4<sup>th</sup> meeting Councilmember AlMBERG moved to consider on June 18<sup>th</sup> a motion to defer the implementation of 2% cost of living adjustment and termination of the opt-out provision for non-represented employees from July 1, 2013, to January 1, 2014.

Councilmember Hizon spoke in support stating she's received communication from employees expressing concern over losing their opt-out benefit.

Councilmember Severns also received input from employees. He stated this issue is part of the bigger package and more time is needed to make a decision.

Councilmember AlMBERG reiterated that his motion relates to only non-represented employees and shouldn't affect any current bargaining negotiations. He also stated the existing package is not sustainable and the impacts of the deferral are budget neutral.

Finance Director Doug Merriman confirmed a budget adjustment would be necessary.

Further, Councilmember AlMBERG stated his goal is to be fair to the employees and citizens. He wants to finish the discussion started at the March Workshop meeting to see what it does to the bottom line.

Councilmembers Paggao, Campbell, and Servatius also spoke in support of the motion.

**Motion:** Councilmember AlMBERG moved to defer the implementation of employees' 2% cost of living adjustment (COLA) and termination of the opt-out provision for non-represented employees from July 1, 2013, to January 1, 2014. The motion was seconded by Councilmember Paggao and carried unanimously.

## EXECUTIVE SESSION

At 7:54 p.m. Mayor Dudley announced an executive session of approximately 20 minutes to discuss pending litigation. No action would be taken during the executive session.

The meeting reconvened at 8:18 p.m.

**Motion:** Councilmember Campbell moved to authorize the Mayor to sign the Settlement and Release Agreement with Richard and Rhonda Wallace with reference to Island County Superior Court Cause No. 12-2-01004-2, Wallace v. City of Oak Harbor. The motion was seconded by Councilmember Servatius and carried unanimously.

## CITY ADMINISTRATOR COMMENTS

City Administrator Dr. Larry Cort reported that he'll be attending the Association of Washington Cities Annual Conference in Richland next week with Mayor Dudley and Councilmembers Munns, Hizon, and Servatius.

## COUNCILMEMBER COMMENTS

Councilmember Hizon reported she brought forward the suggestion for alcohol in the parks. She clarified it would be for only special occasions, which amount to 3 or 4 each year.

## MAYOR COMMENTS

Mayor Dudley reported the new gallery of photographs in the Council Chambers is a collection provided by Artist Bethany Popkes.

Mayor Dudley, commenting on the decision to defer the opt-out and 2% cost of living increase, stated he would have liked to see a councilmember recuse himself due to a conflict of interest.

**Motion:** Councilmember Alberg moved to allow Councilmember Severns to respond to the Mayor's comments. The motion was seconded by Councilmember Hizon and carried unanimously.

Councilmember Severns remarked the Mayor should have been aware of his pre-nuptial agreement that addresses potential conflicts of interest (because his wife is a City employee).

Mayor Dudley argued the appearance of a conflict.

Councilmember Paggao declared there is no conflict of interest based on the information he received. He stated the Mayor chastised Council for not getting the vote he wanted.

## ADJOURNMENT

**Motion:** Councilmember Alberg moved, seconded by Councilmember Paggao, to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at 8:29 p.m.

Valerie J. Loffler, City Clerk

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. C/A 4.b.  
Date: July 2, 2013  
Subject: Approval of Accounts Payable  
Vouchers

**FROM:** Doug Merriman, Finance Director

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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**SUMMARY STATEMENT**

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature coversheets is attached. Claim coversheets will be provided prior to the City Council meeting for appropriate Council signatures.

**AUTHORITY**

Oak Harbor Municipal Code Chapter 3.72.

**RECOMMENDED ACTION**

Motion to approve the accounts payable vouchers in the amount of \$641,289.25, consisting of Nos. 154606 through 154752.

**ATTACHMENTS**

Voucher Lists

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154606	6/13/2013	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	1,228.87
					<b>Total :</b>	<b>1,228.87</b>
154607	6/13/2013	0004903 US BANK	4485591000119689		CREDIT CARD PURCHASES	2,276.02
					<b>Total :</b>	<b>2,276.02</b>
154608	6/17/2013	0003066 FISH AND WILDLIFE, WASHINGTON STATE D 061713			JARPA PERMIT FEE	150.00
					<b>Total :</b>	<b>150.00</b>
154609	6/19/2013	0001639 WASHINGTON CITIES INSURANCE	061713		CLAIM #GC037980	9,250.00
					<b>Total :</b>	<b>9,250.00</b>
154610	6/21/2013	0007126 QUALITY INN	062113		HOTEL ACCOMMODATIONS/HIZON	272.49
					<b>Total :</b>	<b>272.49</b>
154611	6/21/2013	0007126 QUALITY INN	062113A		HOTEL ACCOMMODATIONS/SERVATIUS	272.49
					<b>Total :</b>	<b>272.49</b>
154612	6/25/2013	0007141 FREEDOM PROPERTIES, LLC	062513		PURCHASE OPTION	10,000.00
					<b>Total :</b>	<b>10,000.00</b>
154613	6/25/2013	0007141 FREEDOM PROPERTIES, LLC	060113		JUNE 2013/RENTAL	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
154614	6/25/2013	0007141 FREEDOM PROPERTIES, LLC	070113		JUL 2013/RENTAL	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
154615	6/26/2013	0000028 ALL ISLAND LOCK & KEY	22360		KEYS	54.35
					<b>Total :</b>	<b>54.35</b>
154616	6/26/2013	0000029 ALL PHASE ELECTRIC SUPPLY	0952-659564		TUBE	185.39
					<b>Total :</b>	<b>185.39</b>
154617	6/26/2013	0001609 ALL QUALITY STITCHES	224		CAPS	139.14
			225		CAPS	156.53
			234		CAPS	52.18
			235		SHIRTS	521.76

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154617	6/26/2013	0001609 ALL QUALITY STITCHES	(Continued) 236		SHIRTS	722.86
					<b>Total :</b>	<b>1,592.47</b>
154618	6/26/2013	0000033 ALPINE PRODUCTS, INC	TM-132607		PAINT	3,152.38
					<b>Total :</b>	<b>3,152.38</b>
154619	6/26/2013	0000041 AMERICAN FUNDS SERVICE COMPANY	061313		2012/VOLUNTEER INCENTIVE PROGRA	405.00
					<b>Total :</b>	<b>405.00</b>
154620	6/26/2013	0002044 ANACORTES.NET/HOW IT WORKS	33031		JUN 2013/WEB HOSTING	75.00
					<b>Total :</b>	<b>75.00</b>
154621	6/26/2013	0000046 APPLIED INDUSTRIAL	7000633189		DODGE P2BSXV104	132.05
					<b>Total :</b>	<b>132.05</b>
154622	6/26/2013	0000053 ARROW PEST CONTROL, INC	147785		PEST CONTROL	108.70
					<b>Total :</b>	<b>108.70</b>
154623	6/26/2013	0004019 ASSOCIATED PETROLEUM PRODUCTS	0430866-IN 0439242-IN 0443857-IN 430866C-IN 430866R-IN		FUEL FUEL FUEL FUEL FUEL	36,490.36 18,244.92 4,935.35 -36,490.36 34,505.39
					<b>Total :</b>	<b>57,685.66</b>
154624	6/26/2013	0000068 BANKERS ADVERTISING COMPANY	610459		PENS	285.59
					<b>Total :</b>	<b>285.59</b>
154625	6/26/2013	0005804 BIDDIX TRUCKING SCHOOL, LLC	430		REGISTRATION	2,263.00
					<b>Total :</b>	<b>2,263.00</b>
154626	6/26/2013	0001435 BISCH, PAT	1		TRAVEL REFUND	22.00
					<b>Total :</b>	<b>22.00</b>
154627	6/26/2013	0000103 BLADE CHEVROLET, INC	474232		MAY 2013/VEHICLE RENTAL	600.00
					<b>Total :</b>	<b>600.00</b>

Voucher List  
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154628	6/26/2013	0004631 BLAKE, KAY	1		TRAVEL REFUND	35.00
<b>Total :</b>						<b>35.00</b>
154629	6/26/2013	0004917 BLATTMAN, ENA KAY	1		TRAVEL REFUND	22.00
<b>Total :</b>						<b>22.00</b>
154630	6/26/2013	0000109 BLUMENTHAL UNIFORMS	3886		PANTS/GREEN	195.55
			6842		BOOTS/HAT/WILKIE	141.30
			6842-01		CAP	43.15
			996915		VEST/SILVEIRA	831.56
			996926		VEST/BRAUNSTEIN	831.56
			997031-80		PANTS/CARTER	54.34
			997031-81		PANTS/CARTER	-54.34
<b>Total :</b>						<b>2,043.12</b>
154631	6/26/2013	0000112 BOB BARKER COMPANY, INC	WEB000271068		JAIL SUPPLIES	163.78
<b>Total :</b>						<b>163.78</b>
154632	6/26/2013	0004642 BRAINARD, JENNIFER	07		MUNICIPAL COURT PRO TEM	566.84
<b>Total :</b>						<b>566.84</b>
154633	6/26/2013	0006349 BRANNAN, LAURINE	1		TRAVEL REFUND	47.00
			1		TRAVEL REFUND	47.00
<b>Total :</b>						<b>94.00</b>
154634	6/26/2013	0006769 BRAUN CONSULTING GROUP	1650		MAY 2013/RETAINER	2,650.00
<b>Total :</b>						<b>2,650.00</b>
154635	6/26/2013	0000137 BRIM TRACTOR COMPANY	IM66701		RADIATOR/CAP/HOSE	1,825.49
<b>Total :</b>						<b>1,825.49</b>
154636	6/26/2013	0000131 BROADVIEW APPLIANCE	32003		DRYER REPAIR	114.08
<b>Total :</b>						<b>114.08</b>
154637	6/26/2013	0003953 BULL, GRANT	061313		2012/VOLUNTEER INCENTIVE PROGR/	30.24
<b>Total :</b>						<b>30.24</b>
154638	6/26/2013	0005027 BURT'S SAW & MOWER	K4199313		ENGINE REPAIR	40.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154638	6/26/2013	0005027 0005027 BURT'S SAW & MOWER			(Continued)	<b>Total : 40.00</b>
154639	6/26/2013	0002644 C JOHNSON CONSTRUCTION, INC	3719 4		TOIPSOIL PROF SVC/FORT NUGENT PARK PICNIC	540.78 9,457.20 <b>Total : 9,997.98</b>
154640	6/26/2013	0004587 CAMCAL, INC	25075		GREASE PUMP	655.43 <b>Total : 655.43</b>
154641	6/26/2013	0000627 CAPITAL ONE COMMERCIAL	113938165211		SUPPLIES	806.86 <b>Total : 806.86</b>
154642	6/26/2013	0005777 CARROLL, ANDREW	061313		2012/VOLUNTEER INCENTIVE PROGRAM	62.10 <b>Total : 62.10</b>
154643	6/26/2013	0000153 CASCADE COLUMBIA DISTRIBUTION	592853		SODIUM FLUORIDE	2,278.61 <b>Total : 2,278.61</b>
154644	6/26/2013	0007143 CASTILLO, KITTY	1		TRAVEL REFUND	35.00 <b>Total : 35.00</b>
154645	6/26/2013	0000160 CENTRAL WELDING SUPPLY	AN20173		POWERMIG	772.55 <b>Total : 772.55</b>
154646	6/26/2013	0005896 CHING, CONOR	061313		2012/VOLUNTEER INCENTIVE PROGRAM	50.58 <b>Total : 50.58</b>
154647	6/26/2013	0000179 CLERKS PETTY CASH	062113		PETTY CASH	110.00 <b>Total : 110.00</b>
154648	6/26/2013	0003005 COAST WENATCHEE CENTER HOTEL	14136		HOTEL ACCOMMODATIONS/ENGLER	295.32 <b>Total : 295.32</b>
154649	6/26/2013	0004520 COASTAL WEAR PRODUCTS	4117		POLY BROOM HD	703.30 <b>Total : 703.30</b>
154650	6/26/2013	0001433 COLE, DONNA	1		TRAVEL REFUND	140.00 <b>Total : 140.00</b>

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154651	6/26/2013	0005773 COMCAST	062013 8498300270032028 8498300290363841		OVERPAYMENT ON INVOICE #ENG-201 XFINITY INTERNET CHARGES	674.48 12.26 207.56 <b>Total : 894.30</b>
154652	6/26/2013	0003125 COMMERCE, DEPARTMENT OF	PWTF-153004 PWTF-93040		SR 20 QUITE COVE WATER TRANSMIS: TROXELL	30,348.58 24,474.94 <b>Total : 54,823.52</b>
154653	6/26/2013	0000197 CONCRETE NORWEST	883343		DUMP TRUCK RENTAL	10,812.93 <b>Total : 10,812.93</b>
154654	6/26/2013	0000211 CREDIT BUREAU OF ISLAND COUNTY	062413		COLLECTION FEE/32-376000-03 BAXTE	58.59 <b>Total : 58.59</b>
154655	6/26/2013	0000222 CUSTOM ENGRAVING	13-92		PINS	489.15 <b>Total : 489.15</b>
154656	6/26/2013	0006650 DRAKE, DARLENE	1		TRAVEL REFUND	22.00 <b>Total : 22.00</b>
154657	6/26/2013	0000273 EDGE ANALYTICAL, INC	13-09807 13-10391		TESTING SERVICES TESTING SERVICES	63.00 18.00 <b>Total : 81.00</b>
154658	6/26/2013	0006747 EQUINOX RESEARCH & CONSULTING	12-430-11		PROF SVC/PIT ROAD ARCHAEOLOGIC/	249,413.72 <b>Total : 249,413.72</b>
154659	6/26/2013	0006276 EXPRESS SERVICES, INC	12560175-7		OFFICE SERVICE SUPPORT	1,164.48 <b>Total : 1,164.48</b>
154660	6/26/2013	0002900 FASTENAL	WAOAK14355 WAOAK14420		HIGH ALLOY/HCS/USS CABLE TIE	6.02 61.79 <b>Total : 67.81</b>
154661	6/26/2013	0000956 FINANCE OFFICERS, WASHINGTON ASSOCI.	1247954-56927954 1247954-56928127		REGISTRATION/STEVENS REGISTRATION/BOYER	65.00 65.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154661	6/26/2013	0000956	0000956		FINANCE OFFICERS, WASHINGTON AS: (Continued)	<b>Total : 130.00</b>
154662	6/26/2013	0006093		67	FRAZIER SURVEYING, LLC STAKING	2,295.00 <b>Total : 2,295.00</b>
154663	6/26/2013	0000355			FRONTIER 279-0841 279-1060 675-1669 675-5190 679-2530 679-5551 CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES CURRENT PHONE CHARGES	65.73 53.57 58.75 35.37 53.42 182.59 <b>Total : 449.43</b>
154664	6/26/2013	0000326			FRONTIER BUILDING SUPPLY 78856 78961 78962 79106 SPRUCE CEDAR CEDAR SEAL	10.17 40.44 39.22 39.80 <b>Total : 129.63</b>
154665	6/26/2013	0000325		95431	FRONTIER FORD RIVET/ACTUATOR	59.96 <b>Total : 59.96</b>
154666	6/26/2013	0002072		1	GILES, JOYCE TRAVEL REFUND	22.00 <b>Total : 22.00</b>
154667	6/26/2013	0007142		061313	GLASS, ALICIA KEY DEPOSIT REFUND	5.00 <b>Total : 5.00</b>
154668	6/26/2013	0004974		8230	GREEN LIGHT SOLUTIONS MAINTENANCE & INSPECTIONS	940.00 <b>Total : 940.00</b>
154669	6/26/2013	0006848		1	HAMPTON, BARBARA TRAVEL REFUND	25.00 <b>Total : 25.00</b>
154670	6/26/2013	0000323			HD FOWLER COMPANY I3392077 I3393970 NOZZLE/ROTAOTRS/ROTORS ROTATOR	418.82 309.80 <b>Total : 728.62</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154671	6/26/2013	0005679 HEISERMAN, JEFF	061313		2012/VOLUNTEER INCENTIVE PROGRA	137.70
					<b>Total :</b>	<b>137.70</b>
154672	6/26/2013	0000388 HOFKAMP, RONALD L	EXP REIMB		EXP REIMB	171.39
					<b>Total :</b>	<b>171.39</b>
154673	6/26/2013	0005942 HOLCOMB, SHANNON	061313		2012/VOLUNTEER INCENTIVE PROGRA	176.40
					<b>Total :</b>	<b>176.40</b>
154674	6/26/2013	0005250 HONEYMOON BAY COFFEE ROASTERS	696848		COFFEE SUPPLIES	145.75
					<b>Total :</b>	<b>145.75</b>
154675	6/26/2013	0001910 HUGHES, BETTY	1		TRAVEL REFUND	35.00
			1		TRAVEL REFUND	22.00
					<b>Total :</b>	<b>57.00</b>
154676	6/26/2013	0005872 IMPAIRED DRIVING IMPACT PANEL	061013		DUI/UNDERAGE DRINKING PREVENTIC	166.67
					<b>Total :</b>	<b>166.67</b>
154677	6/26/2013	0000417 INDUSTRIAL BOLT & SUPPLY	538152-1		BOLTS/ORINGS/PINS/STUDS/CONNEC	290.74
					<b>Total :</b>	<b>290.74</b>
154678	6/26/2013	0001469 INTERNATIONAL CODE COUNCIL	INV0289996		IBC SOFT/IFC COMMENTARY	226.05
					<b>Total :</b>	<b>226.05</b>
154679	6/26/2013	0006008 INTOXIMETERS, INC	393243		MOUTHPIECES	5,517.07
					<b>Total :</b>	<b>5,517.07</b>
154680	6/26/2013	0000411 ISLAND COUNTY TREASURER	11		2ND QTR 2013/MUNICIPAL COURT REN	4,300.00
					<b>Total :</b>	<b>4,300.00</b>
154681	6/26/2013	0000433 ISLAND DRUG	136044		INMATE MEDS	20.83
					<b>Total :</b>	<b>20.83</b>
154682	6/26/2013	0006148 JANSEN, DWAYNE	061313		2012/VOLUNTEER INCENTIVE PROGRA	84.42
					<b>Total :</b>	<b>84.42</b>
154683	6/26/2013	0007042 JONES, PATTY	1		TRAVEL REFUND	22.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154683	6/26/2013	0007042 0007042 JONES, PATTY			(Continued)	<b>Total : 22.00</b>
154684	6/26/2013	0006362 KBA, INC	3001191		PROF SVC/OAK HARBOR NORTH RESE	20,197.02
					<b>Total :</b>	<b>20,197.02</b>
154685	6/26/2013	0000476 KERR, JACK	05-13		MAY 2013/PUBLIC DEFENSE SCREENIN	1,400.00
			06-13		JUN 2013/PUBLIC DEFENSE SCREENIN	1,400.00
					<b>Total :</b>	<b>2,800.00</b>
154686	6/26/2013	0005628 KESSLER, ROSE	1		TRAVEL REFUND	20.00
			1		TRAVEL REFUND	44.00
					<b>Total :</b>	<b>64.00</b>
154687	6/26/2013	0006620 KOETJE INSURANCE	39872		NOTARY/HOBERT	75.00
					<b>Total :</b>	<b>75.00</b>
154688	6/26/2013	0006899 LANGE, RYAN	061313		2012/VOLUNTEER INCENTIVE PROGR/	97.42
					<b>Total :</b>	<b>97.42</b>
154689	6/26/2013	0000889 LANGUAGE EXCHANGE	08		MUNICIPAL COURT INTERPRETER	570.00
			09		MUNICIPAL COURT INTERPRETER	190.00
					<b>Total :</b>	<b>760.00</b>
154690	6/26/2013	0000979 LES SCHWAB	41400066558		TIRES	1,084.97
					<b>Total :</b>	<b>1,084.97</b>
154691	6/26/2013	0000515 LOGGERS & CONTRACTORS, INC	00058765		FITTINGS	128.55
			00058766		ADAPTER	43.31
					<b>Total :</b>	<b>171.86</b>
154692	6/26/2013	0001909 LONG, JAY	1		DRIVING SERVICES	132.00
					<b>Total :</b>	<b>132.00</b>
154693	6/26/2013	0000522 LUEHR, TOM	1		DRIVING SERVICES	102.00
			1		DRIVING SERVICES	84.00
					<b>Total :</b>	<b>186.00</b>
154694	6/26/2013	0002449 LUNDGREN, KATHLEEN	1		TRAVEL REFUND	35.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154694	6/26/2013	0002449 LUNDGREN, KATHLEEN	(Continued) 1		TRAVEL REFUND	35.00
<b>Total :</b>						<b>70.00</b>
154695	6/26/2013	0000530 MAILLIARD'S LANDING NURSERY	71574		SOIL	57.01
<b>Total :</b>						<b>57.01</b>
154696	6/26/2013	0000660 MARKET PLACE FOOD & DRUG	708122		GROCERIES	771.87
<b>Total :</b>						<b>771.87</b>
154697	6/26/2013	0004163 MARTINSON, SANDY	1		TRAVEL REFUND	22.00
<b>Total :</b>						<b>22.00</b>
154698	6/26/2013	0002291 MCYOUNG, MARY	1		TRAVEL REFUND	15.00
<b>Total :</b>						<b>15.00</b>
154699	6/26/2013	0007144 MILL CREEK, CITY OF	0091228		REGISTRATION/SEIM	40.00
<b>Total :</b>						<b>40.00</b>
154700	6/26/2013	0005445 MONTOYA, MATTHEW J	93		JUN 2013/PUBLIC DEFENSE	5,500.00
<b>Total :</b>						<b>5,500.00</b>
154701	6/26/2013	0004423 MUNICIPAL EMERGENCY SERVICES	00035270_SCN 00414181_SNV 00418583_SNV 00420901_SNV		FREIGHT ADJUSTMENT SWEATSHIRT CYLINDER FREIGHT ADJUSTMENT	-11.62 72.52 166.32 11.62
<b>Total :</b>						<b>238.84</b>
154702	6/26/2013	0000612 NELSON PETROLEUM	0498804-in		FUEL	39.37
<b>Total :</b>						<b>39.37</b>
154703	6/26/2013	0000610 NORTH CENTRAL LABORATORIES	322437		BOD SEED/MAGNESIUM/POTASSIUM	490.91
<b>Total :</b>						<b>490.91</b>
154704	6/26/2013	0000633 NORTH SOUND BUSINESS SYSTEMS	9114		TONER	189.14
<b>Total :</b>						<b>189.14</b>
154705	6/26/2013	0006486 NORTHWEST LININGS & GEOTEXTILE	0047472-in		WOVEN W/GROMMETS	1,182.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154705	6/26/2013	0006486	0006486 NORTHWEST LININGS & GEOTEXTILE	(Continued)		<b>Total : 1,182.60</b>
154706	6/26/2013	0000672	OAK HARBOR ACE		221709 PLUMBING SUPPLIES 0.53	
					222838 COUPLE/CEMENT 10.67	
					223144 SCREWDRIVER 18.47	
					223147 CAULK 6.51	
					223153 TIRE GAUGE/CHAIN 8.77	
					223175 EYE/HARDWARE 1.82	
					223201 BLADES 11.94	
					223252 OIL/PLUMBING SUPPLIES 28.13	
					223264 INSERT 4.34	
					223265 FASTENERS 19.54	
					223302 FASTENERS 19.33	
					223327 KEY 1.62	
					223330 DECKSL/BRUSH 19.73	
					223358 FOAM/VALVE REPAIR/SIPHON REPAIR 35.84	
					223396 SCREWDRIVER/DRILL BIT 15.20	
					223438 SHOWER RING 3.79	
					223452 FEED-N-WAX/SPRAYPAINT 16.28	
					223453 WHEELS 154.14	
					223512 COUPLES 23.44	
					223513 CONNECTOR/FITTINGS 30.94	
					223515 TIE 3.26	
					223567 ELECTRICAL WIRE/FITTING 11.80	
					223586 GLUE/CAULK 7.91	
					223609 BELT/BOLT/PLUG 18.07	
					223708 CAULK 3.58	
					223720 PAIL/PAINTBRUSHES/STRAINER 35.66	
					223735 FASTENERS 35.00	
					223736 PULL/CONN 8.76	
					223748 BIT 10.86	
					223842 GROMMETS 7.61	
					223852 TORCH KIT 48.90	
					<b>Total : 622.44</b>	
154707	6/26/2013	0000668	OAK HARBOR AUTO CENTER		001-169313 FILTERS 18.51	
					001-169650 ELECTRICAL PROD 8.59	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154707	6/26/2013	0000668 OAK HARBOR AUTO CENTER	(Continued)			
			001-169674		FILTERS	91.05
			001-169675		FILTERS	7.60
			001-169814		FILTERS	75.55
			001-170282		ELECTRICAL PROD/HITCH	21.81
			001-170292		BLOWER MOTOR	73.11
			001-170375		FILTERS	47.96
			001-170522		FILTERS	8.08
					<b>Total :</b>	<b>352.26</b>
154708	6/26/2013	0000681 OAK HARBOR SCHOOL DISTRICT	0000120694		JUN 2013/COMPUTER NETWORK SUPP	6,708.33
					<b>Total :</b>	<b>6,708.33</b>
154709	6/26/2013	0003007 OFFICE DEPOT	660762555001 661302375001		LABELS PRINTER	62.61 543.49
					<b>Total :</b>	<b>606.10</b>
154710	6/26/2013	0001377 ORCA INFORMATION	326333 326334 326807		PRE-EMPLOYMENT PRE-EMPLOYMENT PRE-EMPLOYMENT	75.00 75.00 30.00
					<b>Total :</b>	<b>180.00</b>
154711	6/26/2013	0007146 OXFORD SUITES SPOKANE VALLEY	55276		HOTEL ACCOMMODATIONS/CARTER	491.55
					<b>Total :</b>	<b>491.55</b>
154712	6/26/2013	0000698 P & L GENERAL CONTRACTORS	2874		TRAILER RENTAL	217.40
					<b>Total :</b>	<b>217.40</b>
154713	6/26/2013	0005867 PACIFIC POWER BATTERIES	16073502		BATTERIES	245.72
					<b>Total :</b>	<b>245.72</b>
154714	6/26/2013	0003164 PAINTERS ALLEY	20735 20742		PAINT PAINT	818.66 68.40
					<b>Total :</b>	<b>887.06</b>
154715	6/26/2013	0000709 PERS	00992052		MAY 2013/UNFUNDED LIABILITY	26.98
					<b>Total :</b>	<b>26.98</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154716	6/26/2013	0000724 PONY MAILING & BUSINESS CENTER	209953		SHIPPING	7.55
<b>Total :</b>						<b>7.55</b>
154717	6/26/2013	0000746 PUGET SAFETY EQUIPMENT	0013473-IN		GLOVES	338.49
<b>Total :</b>						<b>338.49</b>
154718	6/26/2013	0000743 PUGET SOUND ENERGY	200000136776		ELECTRICITY/1301 SE CATALINA DRIVE	34.80
			200000881421		ELECTRICITY/DISPLT	2,854.62
			200000919684		ELECTRICITY/WINDMILL	9.71
			200000947859		ELECTRICITY/CITY SHOP	1,996.97
			200001097589		ELECTRICITY/BATHROOMS	11.79
			200001884218		ELECTRICITY/1888 NE 5TH AVENUE	14.04
			200002035950		ELECTRICITY/180 PIT ROAD	9.66
			200002036164		ELECTRICITY/30505 ST ROUTE 20	147.08
			200002036719		ELECTRICITY/34777 STATE ROUTE 20	54.49
			200002036917		ELECTRICITY/CITY BEACH PARK	136.94
			200002037097		ELECTRICITY/2000 SW SCENIC HEIGH	17.09
			200002037261		ELECTRICITY/1780 SW SPRINGFIELD C	10.29
			200002037501		ELECTRICITY/3285 SW SCENIC HEIGH	74.21
			200002170617		ELECTRICITY/552 NW CLIPPER DRIVE	9.71
			200002511539		ELECTRICITY/2075 SW FT	27.59
			200002723381		ELECTRICITY/CMFTST	146.70
			200003267636		ELECTRICITY/1000 SE IRELAND STREE	17.82
			200003459654		ELECTRICITY/1957 FORT NUGENT RO/	120.56
			200004342099		ELECTRICITY/650 NE 7TH AVE	9.84
			200004562878		ELECTRICITY/800 SE MIDWAY BLVD	97.54
			200004856627		ELECTRICITY/1577 NW 8TH AVENUE	9.71
			200005263310		ELECTRICITY/SMITH PARK	9.71
			200005461666		ELECTRICITY/KITCHEN	14.29
			200005643446		ELECTRICITY/NEIL PK & HOLLAND GAF	28.71
			200005933094		ELECTRICITY/700 SE PIONEER WAY	5,164.21
			200006103952		ELECTRICITY/5941 STATE ROUTE 20	12.04
			200007268135		ELECTRICITY/SW ERIE ST SW BARRIN	157.94
			200007702943		ELECTRICITY/700 AVE W & MIDWAY	120.65
			200007824192		ELECTRICITY/75 SE JEROME STREET	9.71
			200008386993		ELECTRICITY/FABER ST & HARVEST D	10.24
			200008816189		ELECTRICITY/ANNEX	13.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154718	6/26/2013	0000743	PUGET SOUND ENERGY			
			(Continued)			
			200010322895		ELECTRICITY/2330 SW ROSARIO PLAC	31.35
			200010499065		ELECTRICITY/1000 SE CITY BEACH ST	22.96
			200010499248		ELECTRICITY/1948 NW CROSBY AVE	98.80
			200010499446		ELECTRICITY/1661 NE 16TH AVE	21.07
			200010530240		ELECTRICITY/651 SE BAYSHORE DRIV	58.09
			200010530802		ELECTRICITY/PARK	10.29
			200010531024		ELECTRICITY/940 SE PIONEER WAY	152.78
			200010531172		ELECTRICITY/1300 NE BIG BERRY LOC	10.24
			200010531354		ELECTRICITY/CABI	120.29
			200010531941		ELECTRICITY/800 SE DOCK STREET	91.55
			200010699706		ELECTRICITY/BALLPARK	101.94
			200011316839		ELECTRICITY/SR 20 & 650 AV W	767.90
			200011551930		ELECTRICITY/ADULT CARE CENTER	12.25
			200011579964		ELECTRICITY/285 SE JEROME STREET	33.16
			200012220337		ELECTRICITY/128 E WHIDBEY AVE	9.66
			200012278087		ELECTRICITY/FIRE STATION	1,181.56
			200012425357		ELECTRICITY/TREATMENT PLANT	2,631.74
			200012838765		ELECTRICITY/PIONEER PARK	15.39
			200013370750		ELECTRICITY/MARINA	2,180.93
			200013734963		ELECTRICITY/672 CHRISTIAN ROAD	209.04
			200013968405		ELECTRICITY/1540 SE PIONEER WAY	114.94
			200014151886		ELECTRICITY/1370 SE DOCK STREET	61.47
			200014366534		ELECTRICITY/700 AV W & 80 NW	262.04
			200014596478		ELECTRICITY/CITY HALL	796.62
			200015399153		ELECTRICITY/1678 SW 8TH AVE	9.66
			200015618321		ELECTRICITY/600 NE 7TH AVENUE	104.96
			200015685833		ELECTRICITY/287 SE CABOT DR	65.27
			200017255619		ELECTRICITY/690 SW HELLER ROAD	304.93
			200017441482		ELECTRICITY/CITY BEACH PARK	1,235.17
			200017575347		ELECTRICITY/1367 NW CROSBY AVE	83.89
			200017653656		ELECTRICITY/3300 OLD GOLDIE ROAD	67.59
			200017654415		ELECTRICITY/1000 SW THORNBERRY I	154.91
			200017853025		ELECTRICITY/2081 NE 9TH AVENUE	10.98
			200017968427		ELECTRICITY/POLICE STATION	1,423.57
			200019043344		ELECTRICITY/90 SE PIONEER WAY	39.04
			200019500517		ELECTRICITY/1137 NW KATHLEEN DRI	47.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154718	6/26/2013	0000743 PUGET SOUND ENERGY	(Continued)			
			200020179194		ELECTRICITY/626 CHRISTIAN ROAD	18.62
			200020235012		ELECTRICITY/SENIOR CENTER	543.39
			200020308330		ELECTRICITY/KITCHEN	13.30
			200022441113		ELECTRICITY/980 SW MCCROHAN STF	33.56
			200023231067		ELECTRICITY/945 E WHIDBEY AVE #B	23.27
			200023360569		ELECTRICITY/700 W HELLER ROAD	47.59
			200024715845		ELECTRICITY/1285 NE TAFTSON ST	31.08
			200025075157		ELECTRICITY/33500 STATE ROUTE 20	172.84
			300000007421		ELECTRICITY/STREET LIGHTS	24,039.70
			300000009906		ELECTRICITY/PARKS	48.17
			300000010409		ELECTRICITY/PARKS	58.04
			300000010458		ELECTRICITY/IINTERSECTION OF MIDV	196.06
			300000010516		ELECTRICITY/900 SE MIDWAY BLVD	128.81
			400000130080		ELECTRIC SERVICE/1000 SE CITY BEA	167.06
					<b>Total :</b>	<b>49,416.65</b>
154719	6/26/2013	0000960 REVENUE, WASHINGTON STATE DEPT OF	060613		MAY 2013/EXCISE USE TAX	47,480.13
					<b>Total :</b>	<b>47,480.13</b>
154720	6/26/2013	0000770 ROBERTS, JON	061313		2012/VOLUNTEER INCENTIVE PROGR/	54.00
					<b>Total :</b>	<b>54.00</b>
154721	6/26/2013	0004486 SCHAAL, PHYLLIS	1		TRAVEL REFUND	22.00
					<b>Total :</b>	<b>22.00</b>
154722	6/26/2013	0000796 SCHROER, PAUL	061313		2012/VOLUNTEER INCENTIVE PROGR/	250.20
					<b>Total :</b>	<b>250.20</b>
154723	6/26/2013	0000809 SENIOR SERVICES OF ISLAND	OH05-2013		MAY 2013/SENIOR SERVICES	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
154724	6/26/2013	0000816 SHELL FLEET PLUS	065163545306		FUEL	23.89
					<b>Total :</b>	<b>23.89</b>
154725	6/26/2013	0005444 SIERRA, GEORGINA D	062413		JUN 2013/PUBLIC DEFENSE	2,500.00
					<b>Total :</b>	<b>2,500.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154726	6/26/2013	0000831 SIX ROBBLEES', INC	136121		SAFARI	359.05
<b>Total :</b>						<b>359.05</b>
154727	6/26/2013	0000814 SKAGIT FARMERS SUPPLY	301302		SPREADER/CULTIVATOR	108.67
			301775		ROUNDUP	108.69
			304543		PROPANE	53.77
			304595		FENCE POST	14.12
<b>Total :</b>						<b>285.25</b>
154728	6/26/2013	0000853 SKAGIT RIVER STEEL & RECYCLING	32132		TUBE/FLAT BAR	140.74
<b>Total :</b>						<b>140.74</b>
154729	6/26/2013	0000838 SMITH, TERRY L	10		MUNICIPAL COURT PRO TEM	566.84
<b>Total :</b>						<b>566.84</b>
154730	6/26/2013	0000846 SOUND PUBLISHING	553773		MAY 2013/PUBLICATIONS-ACCT#80125	500.23
<b>Total :</b>						<b>500.23</b>
154731	6/26/2013	0000851 SPRINT	414568819-067		APPARATUS LAPTOPS	508.09
<b>Total :</b>						<b>508.09</b>
154732	6/26/2013	0000860 STANDARD INSURANCE COMPANY	062013		LIFE/POCFF	283.13
<b>Total :</b>						<b>283.13</b>
154733	6/26/2013	0003883 STAPLES BUSINESS ADVANTAGE	3200676563		HIGHLIGHTERS/SENTENCE STRIPS	19.41
			3200676564		SENTENCE STRIPS	8.32
			3200676565		TONER	185.42
			3201264717		TONER/SPINES	205.93
			3201264718		SCANNER	158.15
			3202004037		LCD MONITORS	651.93
			3202004038		SORTER/UPS	187.46
			3202004039		WIRELESS MOUSE	40.05
			3202004040		CHAIRMAT	66.93
			3202004042		BATTERY DVD CASES	31.50
			3202004043		FOLDERS	40.41
			3202004044		SPINKLES/HIGHLIGHTERS/INK/PENS/L	431.98
			3202004045		HIGHLIGHTERS/SHARPIES	37.41
			3202398585		PENS/PADS/LABELS	62.12

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154733	6/26/2013	0003883 STAPLES BUSINESS ADVANTAGE	(Continued) 3202398586 3202398587 3202398588		PENS PENS/MEMO BOOKS SHARPIES/CALCULATOR RIBBONS	26.04 28.48 39.50 <b>Total : 2,221.04</b>
154734	6/26/2013	0000863 STERKEL, TIMOTHY	EXP REIMB		EXP REIMB	15.00 <b>Total : 15.00</b>
154735	6/26/2013	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	138.00 <b>Total : 138.00</b>
154736	6/26/2013	0004050 SUMMIT LAW GROUP	62269		PROF SVC	390.00 <b>Total : 390.00</b>
154737	6/26/2013	0000874 SURETY PEST CONTROL	364854		PEST EXTERMINATION	59.79 <b>Total : 59.79</b>
154738	6/26/2013	0000923 UNITED PARCEL SERVICE	0000A0182W223 0000A0182W233 0000A0182W243		SHIPPING SHIPPING SHIPPING	31.47 1.01 33.11 <b>Total : 65.59</b>
154739	6/26/2013	0006156 US POSTAL SERVICE - HASLER	182677		POSTAGE	3,000.00 <b>Total : 3,000.00</b>
154740	6/26/2013	0005920 VICKERS, JAMES	1 1		TRAVEL REFUND TRAVEL REFUND	35.00 22.00 <b>Total : 57.00</b>
154741	6/26/2013	0002557 WAGNER, CLIFF	1		TRAVEL REFUND	70.00 <b>Total : 70.00</b>
154742	6/26/2013	0005651 WASHINGTON CRANE & HOIST, INC	0018744-IN		RADIO CONTROL INSTALLATION	6,386.13 <b>Total : 6,386.13</b>
154743	6/26/2013	0001044 WASHINGTON CRIMINAL JUSTICE	20-1-12383		REGISTRATION/ESPARZA/GRAVEL/PO\	975.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
154743	6/26/2013	0001044	0001044 WASHINGTON CRIMINAL JUSTICE		(Continued)	<b>Total : 975.00</b>
154744	6/26/2013	0001052	WASHINGTON STATE PATROL		I13008901 BACKGROUND CHECKS I13009168 BACKGROUND CHECKS	10.00 528.00 <b>Total : 538.00</b>
154745	6/26/2013	0006853	WEED, GRAAFSTRA & BENSON, INC, LAW OI 12		PROF SVC/GENERAL 2013	23,690.13 <b>Total : 23,690.13</b>
154746	6/26/2013	0003785	WESTGATE RV CENTER	061413	PORTABLE OFFICE RENTAL	1,300.00 <b>Total : 1,300.00</b>
154747	6/26/2013	0001000	WHIDBEY AUTO PARTS, INC.		178044 FILTERS 178361 STEEL/ARG	86.37 85.81 <b>Total : 172.18</b>
154748	6/26/2013	0001007	WHIDBEY CLEANERS	241013	EMBROIDERY	10.87 <b>Total : 10.87</b>
154749	6/26/2013	0007140	WHIDBEY FURNITURE	061113	BUSINESS LICENSE OVERPAYMENT RI	27.00 <b>Total : 27.00</b>
154750	6/26/2013	0001005	WHIDBEY GENERAL HOSPITAL	1304000063	INMATE SERVICES	733.55 <b>Total : 733.55</b>
154751	6/26/2013	0007145	WHIDBEY MEDICAL CLINIC	19517	CLINIC SERVICES	219.00 <b>Total : 219.00</b>
154752	6/26/2013	0003895	YZAGUIRRE, JENNIFER	EXP REIMB	EXP REIMB	29.98 <b>Total : 29.98</b>
<b>147 Vouchers for bank code : bank</b>						<b>Bank total : 641,289.25</b>
<b>147 Vouchers in this report</b>						<b>Total vouchers : 641,289.25</b>

# City of Oak Harbor City Council Agenda Bill

**Bill No.** C/A 4.c.  
**Date:** July 2, 2013  
**Subject:** INTRODUCTION: Code  
Amendment – Oak Harbor  
Youth Commission

**FROM:** Scott Dudley, Mayor

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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**PURPOSE**

This agenda bill presents a draft ordinance that amends Oak Harbor Municipal Code Title 2, Administration and Personnel, Chapter 250, Oak Harbor Youth Commission, to permit the dismissal of a member that has 3 consecutive unexcused absences from regular meetings.

**AUTHORITY**

RCW 35A.11 grants cities the authority to regulate their affairs.

**FISCAL IMPACT DESCRIPTION**

Funds Required: N/A

Appropriation Source: N/A

**SUMMARY STATEMENT**

The Oak Harbor Municipal Codes does not presently allow for the dismissal of an Oak Harbor Youth Commission member that has 3 consecutive unexcused absences from regular meetings. At the May 7, 2013 meeting of the Oak Harbor Youth Commission, the members approved such an addition and forwarded a letter to Mayor Scott Dudley requesting the change. In response to that request, Mayor Dudley directed staff to prepare an ordinance to incorporate the commission's proposal.

**RECOMMENDED ACTION**

Set August 7, 2013 as the public meeting date to consider passage of Ordinance 1662.

**ATTACHMENTS**

1. Minutes from the Oak Harbor Youth Commission May 7, 2013 Meeting
2. Letter from Mayor Scott Dudley to the Oak Harbor Youth Commission dated May 16, 2013.
3. Draft Ordinance Number 1662.

**Oak Harbor Youth Commission Meeting Minutes**  
**May 7, 2013 at 5:15pm**  
**United Way office**

- **Committee members in attendance:** Anne Murphy, , Cathy Niiro, Andrea Thomas, Duncan Chalfant, Kathi Phillips, Mark Brown, Rae Wood
- **Committee members not in attendance:** Allison Johnston (Excused-Maternity leave), Peggy Fenstermaker, Tara Hizon, Ron Lawler, Lynn Goebel, Madeline Mosolino, McKenzie Schneider

**Guest members:** Rebecca Ford (NWESD Prevention/Intervention Specialist at OHHS), Cedric Niiro (OHPD), Ashley Updike (Island County Recovery Services), Jenniferr Yzaguirre (OHPD)

Agenda Item	Notes	Action Items
<p><b>Call to Order, Introductions, Review and Approval of Minutes, Interim Chair – Cathy Niiro</b></p>	<p>April Minutes</p> <p>OHYC Elected Rae Wood, Chair and Cathy Niiro, Interim Secretary of Oak Harbor Youth Commission</p> <p>Caught in the Act Awardee: Jonathan McLaughlin will be recognized at the City Council meeting tonight, May 7, 6:00 pm. An award was generated for Chair Rae to present. Rae requested that the OHYC website have a clear Caught in the Act nomination form. Presently it is titled Incentive. Request that it be changed to Caught in The Act Nomination Form. be</p> <p>New Members: Emily Maughan, Public Health Coordinator, Island County Public Health was approved by the City Council to the OHYC. The OHYC recommended that we send a letter to the Mayor requesting an Oak Harbor Police Department representative. Status of NAS Whidbey representative is still pending, though request was approved. Who that person will be is unclear at this time.</p> <p>interest in the position, to e-mail in their request to be considered.</p>	<p>Approved</p> <p>Approved</p> <p>Ask Tara to make the change</p> <p>Letter sent May 8 requesting OHPD rep.</p>
<p><b>Holland Happening Booth – Andrea Thomas and Rebecca Ford</b></p>	<p>Holland Happening Booth was a success on April 27. The Pledge Board was filled with signatures. Thanks to Andrea and Rebecca for booth design. Thank you for those that manned the booth: Andrea, Rebecca, Cathy, Cedric, Lynn, Rae, Ashley and Ron. Thanks also to Cathy Lange for use of her awning.</p>	
<p><b>Law Enforcement Partnerships Project to Reduce</b></p>	<p>OHYC was awarded a \$7,500 grant to partner with OHPD to enforce underage drinking laws with local retailers. OHPD will conduct a total of 10 compliance checks to assess youth access to alcohol in April and</p>	

<p><b>Underage Drinking Grant</b></p>	<p>May. OHYC will be responsible for publicizing the results of these efforts to the broader community.</p> <p>As Part of the OHYC Responsibilities for the Grant: <u>Public Awareness:</u></p> <p><b>Completed:</b> Letters were sent out to local business informing them of the impending compliance checks on March 21. (Grant Requirement by March 31)</p> <p>To raise public awareness a press release was distributed on April 10 in regards to the upcoming compliance checks to the local media. (Grant Requirement by April 17<sup>th</sup>). Cathy N. completed.</p> <p>Officer Jennifer Yzaguirre reported on the results of the compliance check held April 20, one failure. She is currently working on the second compliance check.</p>	
<p><b>Strategic Plan Update: Allison</b></p>	<p>No report</p>	
<p><b>Form Community Resource Group (Pending)</b></p>	<p>No report</p>	
<p><b>Additional Announcement</b></p>	<p>The OHYC approved as part of the Ordinance No. 1625 under 2.250.020 Membership: Members who fail to attend (3) consecutive regular meetings may be considered to have vacated their position and may be replaced as provided herein.</p> <p>Request made to distribute a current Roster List including terms of service. Question on whether Staff (Rebecca) needs to complete a bio form apply to City as a member of the OHYC?</p>	<p>Approved. Letter sent to Mayor requesting change May 8.</p> <p>Ask Allison upon her return.</p>
<p><b>NEXT MEETING DATE: WEDNESDAY, JUNE 12, 5:15 AT THE UNITED WAY OFFICE</b></p>		

The mission of the Oak Harbor Youth Commission is to advocate for coordinated strategic services, in both the public and private sectors, to meet the needs of Oak Harbor youth.



# City of Oak Harbor

OFFICE OF THE MAYOR  
SCOTT DUDLEY  
MAYOR



865 S.E. BARRINGTON DRIVE  
OAK HARBOR, WASHINGTON 98277  
(360) 279-4502  
FAX (360) 279-4507

May 16, 2013

Oak Harbor Youth Commission  
[admin@oakharboryouth.org](mailto:admin@oakharboryouth.org)

Dear Commissioners:

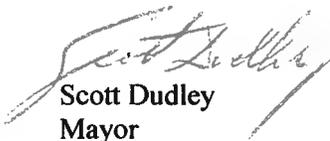
On May 8<sup>th</sup>, I received two letters from the Oak Harbor Youth Commission. One letter was signed by Chair Rae Wood inquiring about adding a representative from the Oak Harbor Police Department to the Oak Harbor Youth Commission. The other letter was signed by Interim Secretary Cathy Niuro regarding your vote to add additional wording to the Oak Harbor Municipal Code section 2.250.020 of "Members who fail to attend (3) consecutive regular meetings may be considered to have vacated their position and may be replaced as provided herein".

Whereas, I appreciate your enthusiasm in regulating your own board, the commission functions as an advisory body to the mayor and city council. The city council is the governing body that has the authority to make changes to the municipal code. With that said, I offer the following suggestion so that we can bring forward your recommendations.

Please supply a copy of your minutes from the meeting, or meetings, where a majority voted to approve these recommendations. Once the minutes are received, Administration can begin the process of bringing forward these two recommendations. The process will begin with an introduction of the code changes at a council meeting, then at the following council meeting, a second reading and adoption, if so approved by the city council. We will keep you informed as to the council meeting dates.

Thank you for your service to our community. Please let me know if you have any questions.

Sincerely,

  
Scott Dudley  
Mayor

.cc: Oak Harbor City Council  
Larry Cort, City Administrator

ORDINANCE NO. 1662

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING SECTION 2.250.030, "ORGANIZATION" OF THE OAK HARBOR MUNICIPAL CODE ADDING ATTENDANCE REQUIREMENTS FOR YOUTH COMMISSION MEMBERSHIP

WHEREAS, the City of Oak Harbor is authorized to adopt ordinances for the general welfare of its citizens; and

WHEREAS, the City of Oak Harbor has established the Oak Harbor Youth Commission codified as Chapter 2.250 of the Oak Harbor Municipal Code; and

WHEREAS, Chapter 2.250 of the Oak Harbor Municipal Code provides for the appointment of members and Youth Commission organization; and

WHEREAS, the Youth Commission believes it is desirable to establish an attendance that allows for the removal of members who fail to attend three consecutive regular meetings; and

WHEREAS, on May 7, 2013, the Youth Commission passed a recommendation that the City Council amend Section 2.250.030 OHMC to establish this attendance standard;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

**Section One.** Oak Harbor Municipal Code Section 2.250.030, last amended by §1 of Ordinance No. 1625 in 2012 is hereby amended to read as follows:

**2.250.030 Organization.**

(1) Chairperson. The commission shall elect its own chairperson and secretary.

(2) Regular Meetings. The commission shall meet at least quarterly. (To the extent reasonably possible, the youth service provider community of Oak Harbor will be advised of the meetings and topics.)

(3) Attendance. Members who fail to attend three (3) consecutive regular meetings may be considered to have vacated their position and may be replaced as provided herein.

~~(3)~~ Rules of Procedure. The commission shall follow procedures under Chapter 2.65 OHMC and may adopt supplemental procedures. (Ord. 1625 § 1, 2012; Ord. 1463 § 5, 2006).

**Section Two.** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

**Section Three.** Effective Date. This Ordinance shall be in full force and effect five days after publishing.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

\_\_\_\_\_  
Grant K. Weed, Interim City Attorney

Introduction: 07/02/13

Adopted: 08/07/13

Published: 08/10/13

# City of Oak Harbor City Council Agenda Bill

**Bill No.** C/A 4.d.  
**Date:** July 2, 2013  
**Subject:** Marina Recreational Equipment  
Operation

**FROM:** Cathy Rosen, Public Works Director

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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**PURPOSE**

This agenda bill requests City Council to authorize the operation of a recreational equipment vendor at the Oak Harbor Marina.

**AUTHORITY**

OHMC 6.14.090 Selling articles or distributing literature.

It is unlawful to sell refreshments or merchandise, or to distribute literature in any park, without a written permit, or a concession contract with the council. (Ord. 214 § 10, 1965).

OHMC 6.14.030 Definitions, section (4)

“Parks” means all parks and well sites maintained by the city, public squares, park drives, parkways, boulevards, bathing beaches, play and recreation grounds owned by or under the jurisdiction of the city, and marine facilities. Most but not necessarily all parks as defined herein are identified and described in the comprehensive plan as is now in effect or hereafter amended.

**FISCAL IMPACT DESCRIPTION**

Funds Required: \_\_\_\_\_ N/A

Appropriation Source: \_\_\_\_\_ N/A

**SUMMARY STATEMENT**

In an effort to provide more amenities at the Oak Harbor Marina, staff is proposing to allow recreational equipment operations during the months of July-September of 2013. The location of the vendor will be the grass site south of the boat ramp. The vendor will be responsible to provide the highest quality and dependability of their services. A monthly lease fee shall be paid to the City for the use of the vendor location in the amount of \$50.72 per month plus electricity if required. The vendor will be responsible to abide by all safety codes and regulations as set forth by State and Local laws.

## **City of Oak Harbor City Council Agenda Bill**

Per OHMC 6.14.090, City Council approval is required to allow the sale of concessions in any park. Per OHMC 6.14.030, the Oak Harbor Marina is a “park” and therefore, approval is being requested to ensure compliancy with City ordinances.

The request for proposal was advertised in the Daily Journal of Commerce and Whidbey New Times on May 1, 2013 and May 8, 2013. No proposals were submitted by the due date of May 17, 2013.

Staff sent out a second call for proposals in the Daily Journal of Commerce and Whidbey New Times on May 29, 2013 and June 5, 2013. One proposal was received by the deadline June 14, 2013.

On June 18, 2013, staff met and reviewed the proposal thoroughly and determined that HarborSUP would be a welcome addition at the Marina. They will provide paddle boarding lessons, rentals, tours, and board sales. The owner of HarborSUP is certified, licensed and insured.

Therefore, staff is proposing to accept HarborSUP proposal and recommend that they be allowed to operate a recreational equipment operation at the Oak Harbor Marina, subject to a vendor agreement providing for the terms of service.

### **STANDING COMMITTEE REPORT**

This item has not been reviewed at the City Council workshop.

### **RECOMMENDED ACTION**

A motion to accept the proposal and authorize the recreational equipment operation by HarborSUP at the Oak Harbor Marina, subject to an agreement providing for the terms of the service.

### **ATTACHMENTS**

Proposal

# HarborSUP

Jeff Vallejo: Owner of HarborSUP and Certified WPA Instructor

Jeff will be responsible for scheduling paddle boarding lessons, rentals, tours, and board sales. Jeff will instruct all lessons, including the required 90-minute lesson all customers must experience before renting a paddleboard without Jeff's accompaniment on the water.

Address: 1003 SW Kittitas Court Oak Harbor, WA 98277

Home Phone: 360-682-2420

Cell Phone: 360-632-1601

Email: [jeff@harborsup.net](mailto:jeff@harborsup.net)

Kara Vallejo:

Kara will be responsible to help with scheduling paddle boarding lessons, rentals, tours, and board sales. Kara will also act as a point of contact regarding marketing and wholesale arrangements with retail companies.

Address: 1003 SW Kittitas Court Oak Harbor, WA 98277

Home Phone: 360-682-2420

Cell Phone: 360-632-0794

Email: [kara@harborsup.net](mailto:kara@harborsup.net)

\*In the near future, HarborSUP will hire instructors to assist in paddle boarding lessons and rentals. These instructors are trained and will be insured before assisting.

## Narrative Background:

I have had the privilege of calling Oak Harbor my hometown for the past twelve years. In 2001, my family moved to Oak Harbor from Central California, where I spent my childhood in the heat and open land of the valley, as well as the beautiful beaches of central coastal California. Upon arriving, I instantly realized the beauty of my surroundings, and the simple pleasures of the small town I now called home. The beaches, mountains, and outdoor life were refreshing and exciting, as I had never experienced living in any place like Whidbey Island. One may think that in the many years of living here, I would have found a hobby or taken full advantage of our beautiful island, and while I have always enjoyed Oak Harbor, the close-knit community, and local scenery, it was not until I stood on a paddleboard, twelve years after arriving, that I fully envisioned the potential of my "backyard." I realized that if I applied my abilities and experience of working with the community of Oak Harbor, the passion I have for paddle boarding and the water could become community-wide.

I enjoy being on the water, whether paddling, swimming, crabbing or fishing. Every summer, one may find me at Deception Pass throwing out a line or Cornet Bay pulling up crab pots, and while these are a couple of my favorite activities, paddle boarding is a passion. What started as my personal past-time sport, over time, has grown into a vision for the City of Oak Harbor. I have spent numerous hours paddling the marina, harbor, and beaches of Whidbey Island, and truly believe others would benefit from the water sport. I am a certified and insured World Paddle Association instructor and member, keep strong relationships and support with numerous companies and

professionals in the industry, and maintain current CPR and First Aid certifications. The World Paddle Association is a highly recognized association in the paddle boarding industry, where skill, knowledge, and safety are of utmost importance. My ability to run a successful recreational equipment rental service is possible through my love of the sport partnered with my experience and history of community service in Oak Harbor.

My experience in providing excellent customer service to Oak Harbor ranges from four years running a local family restaurant, seven years as a Community Coordinator and Quality Assurance Specialist for Forest City Enterprises, managing a successful at home business with my wife, and volunteering my time with local teens. By honing the skills I have gained through these experiences, I am confident that HarborSUP will exceed the expectations of our local community, bring awareness and increased tourism to the marina and City of Oak Harbor, and birth a passion in those who embrace the water and paddle boarding movement.



**CHILD DEVELOPMENT HOME PROGRAM  
NAVY REGION NORTHWEST (NRNW) WHIDBEY ISLAND  
3675 W LEXINGTON ST BLDG 2556  
OAK HARBOR, WASHINGTON 98278-2500**

10 June 2013

To Whom It May Concern:

This is a letter of recommendation for Mr. Jeffrey Vallejo. Mr. Vallejo is a certified Child Development Home (CDH) provider for the United States Navy specifically here at Naval Air Station Whidbey Island (NASWI) in Oak Harbor, Washington. Mr. Vallejo cares for children in his home six weeks to eight years of age.

Mr. Vallejo became certified to conduct a childcare business in his home beginning June 18, 2012. His clientele consist of active duty service members and/or NAS Whidbey civilian workers on a fulltime basis. Mr. Vallejo manages his own program following the Department of Navy and Department of Defense guidelines and Washington State licensing laws, which include, ensuring schedules are consistent, client contracts are completed and adhered to. His environment exceeds the safety and health requirements for the children in his care.

In preparation for certification as a Navy provider, he completed 20 plus hours of orientation training, which included child development, positive guidance, identifying and recognizing child abuse/neglect, sanitation, health and safety of young children, developmentally appropriate practices, meal service, menu planning, fire safety, HIV/AIDS awareness, First Aid, adult, child and infant CPR, etc.

Mr. Vallejo completes a minimum of 2 hours of professional training each month. Topics included Guidance & Discipline techniques, Media & Childhood Development, physical activity etc. Mr. Vallejo has also completed required annual training for child abuse, CPR & First Aid, back injury, food safety and handling, blood borne pathogens, customer service, SIDS, fire safety and disaster preparedness.

While conducting unannounced monthly home visits to Mr. Vallejo's home, I observe his stellar interactions with the children and his business partner and the true dedication he has for both the children and his business. Mr. Vallejo will be a true asset in whatever endeavor he chooses.

Should you have any questions regarding Mr. Vallejo's work relations or ethics, I may be contacted at (360) 257-3092 or email [mercy.fuller@navy.mil](mailto:mercy.fuller@navy.mil).

Respectfully,

Mercy S. Fuller  
Education Technician, Child Development Home  
Fleet and Family Readiness Program  
Command Navy Region Northwest (CNRNW) Northsound

Elizabeth Connors  
Forest City Residential Management, Inc.  
2205 Egret Drive  
Oak Harbor, WA 98277

To Whom It May Concern:

It is my pleasure to recommend Jeff Vallejo as an entrepreneur to the Oak Harbor Community. I have had the opportunity to work with Jeff at Forest City Management for 3 years. I witnessed Jeff working with the public in a variety of situations, both professionally and with community involvement.

Working with the public population is not always an easy situation. Often times, people do not understand the message we are trying to convey to them. Jeff has a wonderful way of communicating to people of all diversity and seeks to find the good in people. Jeff has excellent communication skills, both verbally and in written form. He will continue to explain his needs until the person is able to understand what message he is trying to convey.

Jeff exhibits compassion, the highest level of work ethic, and honesty in all that he does. He is conscientious about his work, he shows compassion to those around him and he is true to his word. It would be an honor for the Oak Harbor Community to have Jeff Vallejo as a representative in any level of business.

Please feel free to contact me with any questions or concerns you may have. I may be reached at Forest City Residential Management, Inc. at 360-679-4241

Respectfully,

Beth Connors

Community Services Specialist



Pastor Andy Mahoney  
29470 SR 20  
Oak Harbor, WA 98277

To Whom It May Concern:

Over the last decade, I have been continually impressed with Jeff Vallejo. We first got to know each other while attending college together in southern California. Since that time, we have grown to know each other better as we have been involved in serving both at Living Word (2007-2010) and Grace Community (2010-present).

As the pastor of Grace Community, I asked Jeff to serve on the financial council about two years ago. I asked him to serve because he has displayed wisdom in the handling of his personal finances and has proven to be a very helpful addition to the team. I would recommend Jeff to anyone looking to partner with him in any sort of business venture. He is a critical thinker, hard worker and faithful volunteer. Please let me know if you have any questions regarding Jeff.

Sincerely,

Pastor Andy Mahoney  
[andy@whidbeygrace.org](mailto:andy@whidbeygrace.org)  
360-679-1678

## Proposed Equipment:

### Paddle Boards

(8-15) 11' Soft Top SUPCO Paddle Boards

### Paddles

(8-15) SUPCO Adjustable Paddles

### Equipment

(8-15) Board Leashes: Leashes are necessary to keep the paddler connected to his or her board, which acts as a safety floatation device. The leash is connected to the board and worn below the paddler's knee.

Booties: Neoprene booties are used to keep feet warm while paddling.

Gloves: Neoprene gloves are used to keep hands warm while paddling.

Wet Suits: Act as a barrier between skin and water contact. Suits are used to keep paddler warm while paddling.

Personal Flotation Device: (8-15) PFDs available for paddlers.

## Additional Equipment:

### Storage Equipment

Board Rack: All boards will be stored on board racks in the storage unit.

### Safety Equipment

First Aid Kit: Readily available for all employees and customers.

Fire Extinguisher: Readily available for all employees and customers.

Blankets: Blankets will be stored within the storage unit and available to all employees and customers in an emergency situation.

Chase Board: Chase Paddleboard available to retrieve paddlers if necessary. Chase board will be stored within the storage unit.

Binoculars & Whistles: HarborSUP will always have binoculars on hand while paddlers are on the water. Paddlers may wear a whistle as a sound signaling device.

## Estimated Prices for Services Offered:

All first time paddlers are required to take a 90-minute lesson with our WPA Certified Instructor.

### **First Time Rental Lesson:**

\$55 one person  
plus \$30 for each additional person per group

Lesson includes board, paddle, leash, wetsuit, booties, gloves and PFD.

### **Paddleboard Rentals**

2-Hour Rental: \$25

Half Day (4 Hours): \$40

Rental includes board, paddle, leash, and PFD.

### **Wetsuit, Booties & Gloves**

2-Hour Rental: \$5

Half Day (4 Hours): \$10

### **\*Military Discount\***

15% off for all Active Duty, Retirees, and DOD

## **Routine Cleaning and Preventative Maintenance:**

In order to maintain a successful and attractive rental service to the community of Oak Harbor, routine cleaning and preventative maintenance of all equipment and marina property is necessary.

After each lesson, rental, or tour, all rental equipment, including paddleboards, paddles, leashes, PFDs, wetsuits, booties and gloves will be hosed down immediately after leaving the water. Wetsuits, booties and gloves will be hung to dry, and a new, dry set given to the next customer. At the end of the day, all boards and paddles will be sprayed down and hung on racks to dry overnight. All equipment will be neatly and safely stored within the storage unit at the City of Oak Harbor Marina.

All trash will be disposed of daily into the City's provided trash receptacles.



**BUSINESS LICENSE**  
865 S.E. BARRINGTON DRIVE  
OAK HARBOR, WA 98277  
(360) 279-4500

**EXPIRATION DATE: 12/31/2013**

**ISSUED DATE: 06/10/2013**  
**LICENSE NUMBER: BL-005503**

**LOCATION OF BUSINESS**  
1401 SE CATALINA DR  
OAK HARBOR, WA 98277

**BUSINESS CLASSIFICATIONS:**  
GENERAL BUSINESS

THIS CERTIFIES that the business or individual listed below is hereby licensed to do business within the **CITY OF OAK HARBOR**

HARBORSUP  
DBA: JEFFREY VALLEJO  
1003 SW KITTITAS CT  
OAK HARBOR, WA 98277

  
FINANCE DIRECTOR

owner JEFFREY VALLEJO

This license is to be displayed conspicuously at the location of business, and is not transferable or assignable.



# CERTIFICATE OF LIABILITY INSURANCE

HARBO-1

OP ID: MJ

DATE (MM/DD/YYYY)  
06/14/2013

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).

<b>PRODUCER</b> Outdoor Insurance Group, Inc. 726 Front Street, Suite C Louisville, CO 80027 Michelle R. Jaramillo		<b>Phone:</b> 303-951-5050 <b>Fax:</b> 303-951-5060	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Harbor SUP Jeff Vallejo 1003 SW Kittitas Court Oak Harbor, WA 93277		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Philadelphia Indemnity Ins Co</b>		<b>18058</b>
		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PHPK1034453	06/14/2013	06/14/2014	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 It is understood and agreed that the Certificate Holder is named as Additional Insured, but only with respect to its liability arising out of the activities of the Named Insured.

<b>CERTIFICATE HOLDER</b>  City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98277	<b>CANCELLATION</b>  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 
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**HARBORSUP (SP)**  
**EXPRESS ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT**  
**(PLEASE READ CAREFULLY)**

IN CONSIDERATION for services provided by Jeffrey Vallejo and/or his marital community, HarborSup (SP), its owner(s), officer(s), agent(s), or employee(s) (hereinafter collectively referred to as "HarborSup") including but not limited to stand up paddle boarding lessons, instructions, classes, or tours and/or for the use, rental, or lease of HarborSup's stand up paddle boards or stand up paddle board equipment, wet suits, dry suits, life vests or jackets, floatation devices, and other goods, chattels, or equipment owned or leased by HarborSup, I HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. I am fully aware that swimming, water related activities, and stand up paddle boarding requires me to be able to swim and be in good health and proper physical condition. I am fully aware of the risks and hazards associated with or posed by swimming, water related activities, and stand up paddle boarding. **I UNDERSTAND THAT SWIMMING, WATER RELATED ACTIVITIES, AND STAND UP PADDLE BOARDING INVOLVE INHERENT RISKS AND DANGERS INCLUDING** but not limited to physical exertion, inclement weather, immersion in water, hypothermia, collisions with watercraft, accidents or illness, equipment failure or malfunction, drowning, loss or damage to personal property, **SERIOUS BODILY INJURY AND EVEN DEATH.**
2. **I HEREBY EXPRESSLY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH THAT MAY RESULT** from my participation in stand up paddle boarding and any and all stand up paddle boarding lessons, instructions, classes, or tours conducted or offered by HarborSup.
3. **I HEREBY EXPRESSLY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH THAT MAY RESULT** from my use of HarborSup's stand up paddle boards or stand up paddle board equipment, wet suits, dry suits, life vests or jackets, floatation devices, and any and all other goods, chattels, or equipment owned or leased by HarborSup.
4. **I HEREBY EXPRESSLY PROMISE TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND NOT SUE** HarborSup for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my person, or my property that occur, whether on premises owned or leased by HarborSup or elsewhere, and which are related to or which result from my participation in stand up paddle boarding and any and all stand up paddle boarding lessons, instructions, classes, or tours conducted or offered by HarborSup.
5. **I HEREBY EXPRESSLY PROMISE TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND NOT SUE** HarborSup for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my person, or my property that are related to or which result from my use of HarborSup's stand up paddle boards or stand up paddle board equipment, wet suits, dry suits, life vests or jackets, floatation devices, and any and all other goods, chattels, or equipment owned or leased by HarborSup.
6. **I HEREBY EXPRESSLY AGREE TO PAY FOR DAMAGE(S)** to HarborSup's stand up paddle boards or stand up paddle board equipment, wet suits, dry suits, life vests or jackets, floatation devices, and any and all other goods, chattels, or equipment owned or leased by HarborSup which is caused by my intentional misuse or negligence. I agree that the measure of damages will be the fair market value at the time of my payment.
7. **SEVERABILITY: I EXPRESSLY AGREE** that this EXPRESS ASSUMPTION OF RISK, RELEASE, AND INDEMNITY AGREEMENT is intended to be as broad and as inclusive as permitted under the laws of the State of Washington, it shall be governed and interpreted in accordance with the laws of the State of Washington, and that in the event any provision or clause herein or above is deemed invalid by any court of competent jurisdiction, the invalidity of such provision or clause shall not affect any remaining provision or clause herein or above and that any and all remaining provisions or clauses shall continue to be fully enforceable.

I, the undersigned, have read and understand this EXPRESS ASSUMPTION OF RISK, PROMISE NOT TO SUE, RELEASE, AND INDEMNITY AGREEMENT, certify that I am at least eighteen (18) years of age, and agree to all terms above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone

**PARENT/LEGAL GUARDIAN ADDITIONAL INDEMNIFICATION**

**(PLEASE READ CAREFULLY)**

IN CONSIDERATION of the below named MINOR being permitted by HarborSup to receive services provided by HarborSup, including but not limited to stand up paddle boarding lessons, instructions, classes, or tours conducted or offered by HarborSup and/or use, rent, or lease HarborSup's stand up paddle boards or stand up paddle board equipment, wet suits, dry suits, life vests or jackets, floatation devices, and other goods, chattels, or equipment owned or leased by HarborSup, I **HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE TO HOLD HARMLESS AND INDEMNIFY** HarborSup for any and all claims, demands, actions, and causes of action whatsoever which are brought by or on behalf of the below named MINOR and which are in any way connected or related to the below named MINOR's participation in stand up paddle boarding and any and all stand up paddle boarding lessons, instructions, classes, or tours conducted or offered by HarborSup or the below named MINOR's use of HarborSup's stand up paddle boards or stand up paddle board equipment, wet suits, dry suits, life vests or jackets, floatation devices, and any and all other goods, chattels, or equipment owned or leased by HarborSup.

I, the undersigned Parent/Legal Guardian, have read and understand the above EXPRESS ASSUMPTION OF RISK, PROMISE NOT TO SUE, RELEASE, AND INDEMNITY AGREEMENT AND PARENT/LEGAL GUARDIAN ADDITIONAL INDEMNIFICATION AND AGREE TO ALL TERMS THEREIN, certify that I am at least eighteen (18) years of age, and further certify I am the Parent and/or Legal Guardian of the below named MINOR(s).

Please print full name of MINOR: \_\_\_\_\_

Please print full name of (second) MINOR (if applicable): \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

Parent/Legal Guardian full Name (Printed): \_\_\_\_\_

# WORLD PADDLE ASSOCIATION

## Water Safety/SUP Education

*This Certifies That*

**Jeff Vallejo- Class I**

*has successfully completed the course level listed in Water Safety and Stand Up Paddle Education  
conducted by a certified instructor from the World Paddle Association*



*Byron Kurt*  
WPA Instructor

SUP Education For Fun and Safety



# City of Oak Harbor City Council Agenda Bill

Bill No. C/A 4.e.  
Date: July 2, 2013  
Subject: Interlocal Agreement with Island  
County (Youth Commission)

**FROM:** Edgar J. Green, Chief of Police

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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**PURPOSE**

Approve the Interlocal Agreement between Island County (Youth Commission) and the City of Oak Harbor for funding to pay officers overtime while they conduct checks of local liquor establishments ensuring they are not selling liquor to minors.

**AUTHORITY**

*RCW 39.34.080*

*Contracts to perform governmental activities which each contracting agency is authorized to perform.*

Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, That such contract shall be authorized by the governing body of each party to the contract. Such contract shall set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties.

[1967 c 239 § 9.]

**FISCAL IMPACT DESCRIPTION**

None

**SUMMARY STATEMENT**

On January 15, 2013 the Oak Harbor Youth Commission reported to the City Council some of the results of their 2010 Healthy Youth Survey. Those results clearly indicated that a thought of “I won’t get in trouble/I won’t get caught by the police if drinking” permeated throughout the youth community within Oak Harbor.

With this information I have begun an effort to make sure our youth are aware that this is not the case and when you are caught as a minor in possession of alcohol there will be sanctions.

Part of that process involved working with local distributors of alcohol to make sure they knew they were not to be selling to minors. Fortunately in late January the Oak Harbor Youth Commission informed us of a grant for approximately \$7,500.00 titled “Law Enforcement Partnerships” part of which would pay for an officer’s salary to spend time educating these businesses and conducting undercover operations with

the Washington State Liquor Board to make sure these businesses are not selling alcohol to minors. The education and compliance checks needed to commence March 1, 2013 and had to be completed by May 31, 2013; that has been done.

Ten (10) checks were conducted resulting in three (3) citations being issued followed up by some education for those specific businesses. On a positive note this means that seven (7) were compliant and did not supply any alcohol to the undercover minor operative.

The grant funding was sent from the Washington State Division of Behavioral Health and Recovery, channeled through Island County to the Oak Harbor Youth Commission. Once the education and compliance checks were completed and the administrative paperwork was submitted we discovered there was a surplus of funds. The surplus of funds was spent, with approval on new hand held portable breath testing devices (11 devices). The majority of which will be sent to the Island County Sheriff's Office to replace their older out of date devices.

Note: The Interlocal Agreement was delayed partly due to maternity leave for paid staff at the Oak Harbor Youth Commission.

#### **STANDING COMMITTEE REPORT**

N/A

#### **RECOMMENDED ACTION**

Authorize the Mayor to sign the Interlocal Agreement to participate in the program and receive funding.

#### **ATTACHMENTS**

- Oak Harbor Youth Commission Report on 2010 Healthy Youth Survey
- Brief Description of Law Enforcement Partnership Project to Reduce Underage Drinking
- Law Enforcement Partnership Request for Proposal
- Law Enforcement Partnership Statement of Work
- Interlocal Agreement

#### **MAYOR'S COMMENTS**

**INTERLOCAL AGREEMENT  
BETWEEN  
ISLAND COUNTY  
AND  
CITY OF OAK HARBOR  
REGARDING LAW ENFORCEMENT PARTNERSHIPS GRANT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between ISLAND COUNTY, a political subdivision of the State of Washington, and the CITY OF OAK HARBOR (CITY), a Washington municipal corporation.

**WITNESSETH:**

WHEREAS, Island County has received a Law Enforcement Partnership grant from the State of Washington Department of Social & Health Services (1163-27304 Amendment 04);

WHEREAS, the City and Oak Harbor Police Department is a partnering agency in the application for this grant; and

WHEREAS, RCW 39.34.080, authorizes any public agency to contract with any other public agency to perform a governmental service, activity or undertaking which each public agency is authorized by law to perform;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**1. PURPOSE/SCOPE**

The purpose of this Agreement is for the Oak Harbor Police Department to perform the Statement of Work attached as Exhibit A.

**2. DURATION**

This agreement shall be effective from March 1, 2013 through May 31, 2013.

**3. RESPONSIBILITY OF ISLAND COUNTY**

- 3.1 Ensure compliance with grant requirements by communicating and coordinating implementation of required tasks with the Oak Harbor Police Department.
- 3.2 Participate in required trainings as outlined in the Statement of Work in Exhibit A.

- 3.3 Report grant activities into the Washington State Department of Social and Health Services Performance-Based Prevention System by the 15<sup>th</sup> of each month.

#### 4. **RESPONSIBILITIES OF OAK HARBOR POLICE DEPARTMENT**

- 4.1 Attend required trainings as outlined in the Statement of Work in Exhibit A.
- 4.2 Coordinate with the Liquor Control Board to implement two rounds of five compliance checks with alcohol retail establishments in the Oak Harbor community.
- 4.3 Report results of alcohol retailer compliance checks to Island County within one week of completion.

#### 5. **COMPENSATION**

- 5.1 **Billing and Payment.** The City agrees to send invoices for professional services, training, and other grant related purchases to Island County by June 10, 2013.
- 5.2 **Funding Limitation.** The total amount payable under this Agreement for completion of the work shall not exceed \$6,900 for the three (3) month period.

#### 6. **REPORTING**

- 6.1 The City and/or the Oak Harbor Police Department will be responsible for reporting results of alcohol retailer compliance checks to Island County within one week of conducting checks.
- 6.2 Island County will be responsible for reporting compliance check results to the Department of Social and Health Services on a monthly basis.

#### 7. **ADMINISTRATION**

No separate legal entity is being established to conduct this undertaking. The Administrators of the contract shall be Allison Johnston, Prevention Coordinator, Island County Human Services, and Mike Bailey, Sergeant for the Oak Harbor Police Department.

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Island County: Island County Human Services  
PO Box 5000  
Coupeville, WA 98239  
Phone: (360) 678-7884 Fax: (360) 679-7377

Contact Person: Allison Johnston, Prevention Coordinator

Oak Harbor Police Dept: City of Oak Harbor  
Police Department  
860 SE Barrington Dr.  
Oak Harbor, WA 98277  
Phone: (360) 279-4600 Fax: (360) 279-4609

Contact Person: Sergeant Mike Bailey or Officer Jennifer Yzaguire

**8. DEBARMENT CERTIFICATION**

The City of Oak Harbor, by signature to this Agreement, certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

**9. GRANT FUNDING/STATE THIRD-PARTY BENEFICIARY**

ISLAND COUNTY is funding its obligation under this Agreement through Amendment 4 of Agreement No. 1163-27304 between the State of Washington Department of Social and Health Services and ISLAND COUNTY. The City of Oak Harbor Police Department must comply with all the terms and conditions with which ISLAND COUNTY must comply under that Agreement. The State of Washington is an express third-party beneficiary of this Agreement between the ISLAND COUNTY and the City of Oak Harbor Police Department.

**10. INDEMNIFICATION/HOLD HARMLESS**

Each party shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Agreement.

**11. REAL AND PERSONAL PROPERTY**

No real or personal property is being acquired for the work under this Agreement.

**12. LISTING OF AGREEMENT ON COUNTY WEBSITE**

Prior to its entry into force, this Agreement must be listed by subject on ISLAND COUNTY's Internet website, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year set forth above.

**ISLAND COUNTY**

**CITY OF OAK HARBOR, WA**

By: Kelly Emerson 6/10/13  
Kelly Emerson, Chair      Date  
Board of County Commissioners  
Island County, Washington

\_\_\_\_\_  
Scott Dudley, Mayor      Date  
City of Oak Harbor, Washington

Attest:

Elaine Marlow  
Elaine Marlow  
Clerk of the Board



Recommended for Approval

Jackie Henderson 6.5.13  
Jackie Henderson, Director      Date  
Island County Human Services

## **Law Enforcement Partnerships Statement of Work**

### **1. Purpose**

The purpose of this Agreement is for the Oak Harbor Police Department to implement the following training and community-based activities associated with the Law Enforcement Partnerships initiative.

### **2. Performance Work Statement**

#### **a. Training:**

- (1) Prevention Redesign Initiative (PRI) coalition shall have at least three participants in each of the following trainings:
  - (a) Strategic Media Advocacy for Enforcement of Underage Drinking Laws - webinar to be scheduled before March 31, 2013.
  - (b) Guide to Conducting Alcohol Purchase Surveys - webinar to be scheduled before March 31, 2013.
- (2) Law enforcement serving Prevention Redesign Initiative (PRI) communities shall have at least two participants complete each of the following trainings:
  - (a) Online alcohol compliance check training, <https://www.ncjtc.org/PIRE/CC/Pages/ComplianceChecks.aspx>, to be completed before April 10, 2013.
  - (b) In-person alcohol compliance check training, April 10, 2013, Olympia, WA.
  - (c) In-person controlled party disbursal and alcohol source investigation training, April 11, 2013, Olympia, WA.

#### **b. Implementation:**

- (1) Complete media outreach and implementation plan for Law Enforcement Partnerships project based on Strategies for Media Advocacy webinar, due by April 15, 2013.
- (2) Conduct 10 Alcohol Purchase Surveys in specific PRI community or close proximity, completed by April 30, 2013.
- (3) Conduct a minimum of five alcohol compliance checks in specific PRI community or close proximity, completed by May 31, 2013.

**Long-term Consequences seeking to address:**

- School performance
- Youth delinquency
- Mental health

**Community Domain: *Low neighborhood attachment and community disorganization* (addresses substance abuse, delinquency, and violence)**

Higher rates of drug problems, juvenile delinquency, and violence occur in communities or neighborhoods where people have little attachment to the community. These conditions can occur in both low income and wealthier neighborhoods.

The most significant issue affecting community attachment is whether residents feel they can make a difference in their communities.

***Why in Oak Harbor?***

- Highly transient population (military populations moving in and out frequently).
- Military is “withdrawing” from the community; making it more difficult for interactions between military and non-military families.
- Segregated communities (military community vs. long-time Oak Harbor residents).
- Pockets of lower income housing create a less homogenous community.

***What is needed?***

- Military liaison
- Adult presence, similar to a “block watch”, in low-income neighborhoods could help with children who are getting into trouble

***What resources are in place?***

- Student to Student (S2S) program in the high school pairs up new students in the high school with a peer leader to help them get comfortable.
- Opportunity Council is available to help low-income individuals.
- Some squadrons have partnerships with the schools

***Gaps?***

- A transition coordinator at the housing authority that helps get people connected with social services in the community.
- A community center for everyone to congregate.

**Community Domain: Enforcement of alcohol laws (addresses substance abuse, delinquency, and violence)**

The attitudes and policies, also known as norms, a community holds about drug use and crime are communicated in a number of ways, such as through laws and written policies, through informal social practices, and through expectations parents and other members of the community have of young people. Changing community norms or perceptions of norms can influence youth substance use and crime rates in a positive way.

**Why in Oak Harbor?**

- Lack of perception among youth that they would get caught drinking by the police (reported in the 2010 Health Youth Survey)
- According to student reports, when police visit houses where house parties are occurring, no enforcement is occurring. (This is likely a logistical issue due to lack of man power).

**What is needed?**

- More police officers. Lack of enforcement is likely more of a logistical issue.

**What resources are in place?**

- None identified

**Gaps?**

- Lack of funding for more police officers.
- Local ordinances that would allow police to issue citations as an alternative to issuing tickets to minors (i.e. "Unruly gathering ordinance" that would allow police to place a red tag on doors of houses that have violations. Violations would result in issuance of citations, which would help generate revenue). Additional ordinances could help relieve some of the burden on officers.

## **Brief description of project**

Initiative 1183 and the privatization of alcohol sales in Washington State have caused some pretty large changes. There are the obvious impacts of seeing hard liquor for sale in most grocery stores, pharmacies and other businesses frequented by youth. Aside from that, we also know anecdotally that:

- There is an increasing percentage of hard liquor use by youth arrested for minor in possession/consumption; and,
- There are frequent stories about hard liquor being stolen or bootlegged for re-sale to youth, or directly stolen by youth for their own use.

Additionally, the Washington State Liquor Control Board has experienced a myriad of changes since the full implementation of Initiative 1183 in June 2012. The number of licensed hard liquor outlets has increased from just over 350 (state liquor stores) to more than 1,500 and the number of alcohol compliance checks they conduct in private stores has roughly doubled (1,011 in 2012 third quarter compared with 564 in 2011 third quarter). The illegal sale rate to minors from those private stores was 15 percent in the third quarter of 2012 and 12 percent in the fourth quarter of 2012. Prior to Initiative 1183, the compliance check sales percentage was about seven (7) percent in state liquor stores and about 20 percent in private outlets. So our recent experiences are slightly better than the experiences for private outlets in the past and not as good as the rate for state liquor stores. For the most part, this is pretty good news. But few people know about it.

The Division of Behavioral Health and Recovery (DBHR) and Washington State Coalition to Reduce Underage Drinking (RUaD) have also been working with a number of Washington State communities over the past two years to learn what can work as effective partnerships between local law enforcement and community coalitions.

The early results from that work are promising. They show that underage drinking can be reduced on a local level when there are high visibility law enforcement efforts that increase the perception of the risk of being caught. Our efforts have been informed by the work of Harold Holder, Ph.D., who is one of the country's leading authorities on creating population-level change with prevention efforts.

The purpose of the Law Enforcement Partnerships initiative, then, is to provide support to communities participating in DBHR's Prevention Redesign Initiative to implement targeted enforcement efforts that are accompanied by intentional media and community outreach. In the project, this will focus primarily on alcohol compliance checks. Another key focus of the project is to increase the capacity of local coalitions and law enforcement to successfully implement other underage drinking enforcement efforts such as alcohol source investigations, controlled party disbursal and alcohol purchase surveys – a version of compliance checks that does not involve using underage operatives.

**Required activities for each community:**

**Community Coalition and Coalition Staff**

1. Increase community awareness of law enforcement efforts through use of local media	Expected Timeframe
<p>A. <b><i>“Strategic Media Advocacy for Enforcement of Underage Drinking Laws”</i></b> online training. Training will be provided by Underage Drinking Education and Training Center (UDETC) via webinar. <i>(Training for coalition coordinator and community coalition members. Law enforcement participates, as appropriate.)</i></p>	<p>March 28, 2013, 10 AM PST Instructors: Aiden Moore and Holly Torske, PIRE</p>
<p>B. <b><i>“Guide to Conducting Alcohol Purchase Surveys”</i></b> online training. Training will be provided by Underage Drinking Education and Training Center (UDETC) via webinar. <i>(Training for community coalition members. Law enforcement encouraged to participate.)</i></p>	<p>March 27, 2013, 10 AM PST Instructor: Bill Patterson, PIRE</p>
<p>C. Based on the training, produce a media and communications campaign plan for the Law Enforcement Partnerships project.</p>	<p>Submit to Project Manager by April 12, 2013</p>
<p>D. Implement first media campaign tied to implementation of compliance checks.</p>	<p>By May 2, 2013</p>
<p>E. Implement subsequent media campaign tied to compliance checks or alcohol purchase surveys.</p>	<p>By May 28, 2013</p>

**Law Enforcement**

2. Local alcohol compliance checks and alcohol purchase surveys.	Expected Timeframe
<p>A. <b><i>“Conducting Compliance Check Operations”</i></b> online training offered on-demand through Underage Drinking Enforcement Training Center (UDETC) <a href="https://www.ncjtc.org/PIRE/CC/Pages/ComplianceChecks.asp">https://www.ncjtc.org/PIRE/CC/Pages/ComplianceChecks.asp</a> x  AND,  In-person training provided by Washington State Liquor Control Board.  <i>(Training for law enforcement. Community coalition members participate, as appropriate) It is a requirement to complete this online training in advance of the in-person training.</i></p>	<p>In-person portion of training: April 10, 2013 (1-5 PM) OR April 12, 2013 (8 AM – noon) Olympia, WA</p>

## Law Enforcement Partnerships to Reduce Underage Drinking Project

<p>B. <b>“Controlled Party Disbursal”</b> and <b>“Alcohol Source Investigation”</b> training, In-person training will be provided by Underage Drinking Education and Training Center (UDETC). <i>(Training for law enforcement. Community coalition members participate, as appropriate) It is a requirement to complete this online training in advance of the in-person training.</i></p>	<p>April 11, 2013 (8 AM – 5 PM) Olympia, WA Instructor: RJ Elrick, PIRE</p>
<p>C. Local law enforcement implements first round of compliance check operations to involve checks in at least five establishments.</p>	<p>By April 30, 2013</p>
<p>D. <b>Either,</b> Local law enforcement implements second round of compliance check operations to involve checks in at least five establishments. <b>OR,</b> Coordinator and community coalition implement alcohol purchase surveys in at least 10 establishments.</p>	<p>By May 24, 2013</p>

### Optional Project Activities:

Until May 31, 2013, coalitions can use unexpended funding from this project to work with local law enforcement agencies to implement additional law enforcement strategies. Some of the activities that could be funded through this project with unexpended funds include:

- Cops in Shops;
- Purchase of equipment to aid underage drinking enforcement; and,
- Shoulder taps training and implementation.

### Activities that are not allowed with this project:

- Any activity in which youth pretend to be dead or injured as a result of drinking and driving;
- Drunk driving simulations (impaired driving goggles or driving simulators); and,
- Mock car crashes.

**Fiscal Expectations for Communities:**

- From the applicants for this funding opportunity, the six (6) communities with the highest scores will receive an award of \$7,500 each. This amount is for the duration of the project.
- This is a cost reimbursement contract and reimbursements will be processed in response to fully executed A-19 state voucher forms submitted by the authorized fiscal agent to DBHR. No expenses occurring after May 31, 2013 will be eligible for reimbursement. Expenses that occur before May 31, 2013 - but are not billed until after that date - will be eligible for reimbursement provided that the final reimbursement request for this project is received on or before June 30, 2013.
- These project funds shall support the following for each participating community:
  - Trainings related to the grant;
  - Equipment (office and communications);
  - Supplies;
  - Costs associated with implementing and evaluating project activities, including necessary;
  - salaries and travel costs; and,
  - Any administration funding the county or other fiscal agency collects.

**Fiscal Expectations for Counties and Other Fiscal Agencies:**

- County contracts will be amended so that counties can fund and support the Law Enforcement Partnerships communities.
- The counties may collect up to 8% of the total direct service contract to support implementation by the coalitions of strategies to reduce underage drinking.
- The counties will provide fiscal and budgeting support and will ensure that the coalitions are in compliance with the requirements of the Law Enforcement Partnerships project.

## Draft Template for Media Advocacy Plan

### Definition

Media advocacy has been defined as the strategic use of media to advance a social or public policy goal.

One part of that definition in particular is worth noting: media advocacy is aimed at *advancing policy goals*. Not all media strategies are designed to advance a policy. Traditional public relations, for example, are often more concerned with advancing the name of the organization than the policy goals being pursued by that organization. Media advocates, however, consider advancing their policy goals to be more important than generating media attention.

Social marketing refers to trying to get individuals to change their behavior, for instance, by not drinking and driving or by quitting smoking.

Media advocacy is more concerned with changing the environment within which individuals make their behavioral decisions.

Consider a traditional media campaign designed to prevent drunk driving by encouraging people to use a designated driver. A media advocacy approach might attack the same problem by focusing on the need for zero tolerance policies, which have been proven to be effective in reducing drunk driving.

Another important part of the definition of media advocacy is the emphasis on the *strategic* use of the media. Thinking strategically is key to successful media advocacy.

Media advocates are constantly confronted with situations that call for strategic thinking. Does it make sense to hold a press conference, for example, when a few phone calls to reporters may generate just as much press coverage? When a reporter asks a question, what is the real information you want to make sure they get?

The point is that media advocacy is driven by strategic thinking. The result has been an approach that blends science, policy and advocacy to advance public health goals. Every step of the process—from the decision to use the media in the first place to how to answer a specific question from a reporter—should be determined by what makes the most strategic sense for your goals.

## Media Advocacy Plan

Please use these five questions to describe your plans to frame the stories you will develop through the combination of law enforcement and community coalition efforts.

1. *What do you want?* Do your research. What are your goals? As specifically as possible, what do you want to accomplish? Has it been done before? What were the accomplishments? The challenges faced?
2. *Who can give it to you?* Do you need cooperation from local merchants? Action by the city council? Help from the governor? Who has the power to provide you with what you need to accomplish your goal?
3. *What do they need to hear?* Once you've determined who has the power, you need to figure out what type of message they will respond to. Will they be influenced by new health information? By demand from the community? By examples of success stories in other communities?
4. *From whom do they need to hear it?* Who is going to be the most influential with your target audience? Local merchants may be less responsive to a message from a local teenager than they are from a local parent. Choose your spokespeople strategically.
5. *How can we get them to hear it?* What kind of media coverage can you generate that will get the attention of your audience? Will a letter to the editor be noticed? Will it take an investigative report about how easy it is for youth to buy alcohol from local merchants? How does your target audience access/receive their information?



## Law Enforcement Partnerships Request for Proposal

**Applicant Coalition:** Oak Harbor Youth Commission  
**Mailing Address:** P.O. Box 5000 Coupeville, WA 98239-5000  
**County:** Island  
**DUNS #:** 193740040  
**Primary Coalition Staff Contact:** Allison Johnston  
**Telephone Number:** 360.678.7884  
**Email Address:** [a.johnston@co.island.wa.us](mailto:a.johnston@co.island.wa.us)

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### Supporting Signatures

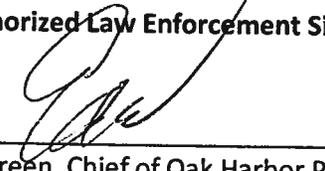
Signatures below demonstrate the individuals' awareness of, and support for, this application to participate in the Law Enforcement Partnership project and represent an agreement to implement all elements of the project and to adhere to the project timelines.

#### Authorized County Signature:

  
\_\_\_\_\_  
Jackie Henderson, Director of Island County Human Services

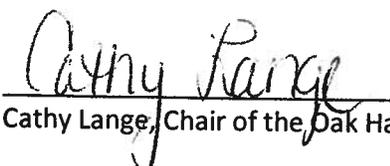
2.6.13  
Date

#### Authorized Law Enforcement Signature

  
\_\_\_\_\_  
Ed Green, Chief of Oak Harbor Police Department

02-07-13  
Date

#### Authorized Coalition Signature

  
\_\_\_\_\_  
Cathy Lange, Chair of the Oak Harbor Youth Commission

2/7/13  
Date

- 1. Describe how these enforcement strategies are consistent with your accepted PRI Strategic Plan. If you have not yet completed a Strategic Plan – or if your Strategic Plan has been submitted but is not yet approved – please describe how the coalition sees enforcement strategies augmenting your local PRI efforts.**

The Oak Harbor Youth Commission is currently in the strategic planning process, but will submit a final version of the strategic plan to the Division of Behavioral Health and Recovery by March 31, 2013. The Commission relies on the Strategic Prevention Framework to guide the planning process. This Framework consists of six stages including:

- 1.) Getting started,
- 2.) Assessing community needs,
- 3.) Building capacity to address needs,
- 4.) Planning effective programs that meet identified needs,
- 5.) Implementing strategies outlined in the plan, and,
- 6.) Evaluating implementation of strategies.

Currently, the first three steps of the Framework are completed. The Commission is now ready to plan programs and select strategies that meet identified needs.

In fall 2012, a subcommittee of Oak Harbor Youth Commission members devoted two months to assessing the needs of Oak Harbor youth. The assessment included a review of quantitative data consisting of self-reported data from 6<sup>th</sup>, 8<sup>th</sup>, 10<sup>th</sup>, and 12<sup>th</sup> grade students and CORE measures provided by local and state organizations. Valuable information was also collected from community forums, implementation of surveys, and anecdotal stories from youth.

One risk factor identified through the data assessment is lack of enforcement of alcohol laws. When 10<sup>th</sup> grade students in Oak Harbor were asked if someone their age would be caught by police if drinking beer, wine, or hard liquor, 72% reported “NO!” or “no”. This response is consistent with anecdotal stories provided by youth in fall 2012. In two different instances, youth reported that no citations or penalties were given when police officers arrived at houses where youth were drinking alcohol. Police asked youth to call their parents for a ride home or get a ride home with another parent. If parents were unable to be reached, students were asked to get a ride home from a sober friend. Therefore, there is low perception among youth that they will get caught by police if engaging in underage drinking.

Another risk factor identified through the data assessment is lack of perception of harm of substance use. When 8<sup>th</sup> grade students in Oak Harbor were asked about harm associated with regular use of cigarettes, marijuana, and alcohol, 39% indicated it is not too harmful. Local conditions that contribute to this low perception of harm are observing parents and friends who use and lack of exposure to long-term, negative consequences.

The Law Enforcement Partnerships Project goal of increasing adolescents’ perception of harm from alcohol use and perceived risk of getting caught for underage drinking directly align with the risk factors and local conditions outlined in the strategic plan. Although most youth report acquiring alcohol from social rather than retail sources, increasing enforcement efforts with local stores and publicizing these efforts could begin to change perceptions of lax enforcement and potential harm from use. The project also provides an opportunity for the Commission to collaborate with local law enforcement and support their efforts.

**2. Describe how your community will ensure that each of the required Project Activities will be delivered.**

A subcommittee consisting of four Oak Harbor Youth Commission members and the Commission Coordinator will ensure that all project activities are completed in the allotted timeframe. To help visualize the activities and timelines, the subcommittee created a document that clearly identifies requirements of the Commission and requirements of law enforcement personnel. These tasks are further divided into months. This breakdown of requirements will be reviewed at least monthly by subcommittee members to ensure progress on all activities. Subcommittee members will also connect with representatives from the Oak Harbor Police Department assigned to the project at least once a month. The document is shown below.

**OHYC Requirements**

***March 2013***

- Participate in *Strategic Media Advocacy for Enforcement of Underage Drinking Laws* online training.
- Develop media and communications campaign plan for Law Enforcement Partnerships project.
- Participate in *Guide to Conducting Alcohol Purchase Surveys* online training.

***April 2013***

- Implement first media campaign tied to compliance checks completed by law enforcement.

***May 2013***

- (Tentative) Implement at least 10 alcohol purchase surveys in local establishments
- Implement second media campaign tied to compliance checks completed by law enforcement or alcohol purchase survey results completed by coalition.

***June 2013***

- Complete and submit project implementation report by June 15, 2013.

**Law Enforcement Requirements**

***March 2013***

- Participate in *Conducting Compliance Check Operations* online training.
- Learn about local community implementation issues for compliance checks through consultation with other officers who have been trained by Liquor Control Board to implement compliance checks in WA State.

***April 2013***

- Conduct compliance checks with at least five establishments.
- Communicate findings from compliance checks with OHYC.
- Participate in one-day, in-person training on Source Investigations and Controlled Party Dispersal.

***May 2013***

- (Tentative) Conduct second round of compliance checks with at least five establishments.
- Communicate findings from compliance checks with OHYC.

The Commission Coordinator will apprise subcommittee members of dates for the two required online trainings in March. The Coordinator and at least one other OHYC subcommittee member will participate in the trainings. Information from the trainings will be shared with the larger OHYC at monthly meetings. After the initial trainings, the Coordinator will convene a meeting with subcommittee members to create a media and communications campaign.

Since the Commission Coordinator will be out on leave from the end of April to beginning of July, subcommittee members will sign up to lead remaining activities. One subcommittee member will ensure outreach to the community regarding results of law enforcement compliance checks occurring in April. Another subcommittee member will ensure outreach to the community occurs in May. Lastly, another subcommittee member will ensure that reporting is submitted to the Division of Behavioral Health and Recovery by June 15, 2013.

Ed Green, the Chief of Police for the City of Oak Harbor, plans to appoint the Community Service division to completing project requirements. Therefore, the Community Service officer will be responsible for completing law enforcement requirements. Chief Green and the Community Service Sergeant will check in with the Community Service officer at least once a month to assess completion of project activities and devise a plan for finishing components if necessary.

The Community Service officer has already started reviewing online trainings for how to complete compliance checks, and is brainstorming methods for recruiting youth to help with efforts. She has strong connections with local church youth groups. Therefore, she is planning to approach these groups in early March if funds are awarded.

**3. Describe your plan for increasing community awareness of the enforcement activities in your community – especially those supported by the Law Enforcement Partnerships Project.**

Oak Harbor is a relatively small community, consisting of approximately 22,000 residents. The primary methods for disseminating information to community members are the local paper, The Whidbey New Times, and city-operated Channel 10. The subcommittee will use these two media outlets to communicate results of compliance checks to the community at large through press releases to the paper and advertisements on Channel 10.

In addition to these larger media avenues, the results of checks will be posted on the City of Oak Harbor website, the Oak Harbor Youth Commission website and Facebook page, and the Oak Harbor Police Department Facebook page. The subcommittee will also assess the possibility of mailing a flyer announcing compliance check results to all City of Oak Harbor residents via water bills. The Commission is supported by the City of Oak Harbor and disseminated informational flyers via water bills for previous events.

Lastly, outreach efforts will also educate parents how to monitor their homes to prevent youth access to alcohol. According to 2010 Healthy Youth Survey results, one of the primary ways Oak Harbor youth report getting alcohol is taking it from home. Therefore, press releases and advertisements will provide parents with tips for how to prevent access at home, such as locking alcohol in secure cabinets. The OHYC subcommittee will also seek additional avenues for disseminating information to parents, such as flyers posted on the Oak Harbor School District webpage, articles in the Oak Harbor High School weekly parent newsletter, and the Oak Harbor High School television station (Wildcat TV).

**4. Describe how your coalition will be kept apprised of the activities associated with the Law Enforcement Partnerships project.**

The Law Enforcement Partnerships project will be a standing item on the Oak Harbor Youth Commission meeting agenda from March-June 2013. Subcommittee members will update coalition members on progress and discuss any challenges or concerns. Any Commission member is welcome to join the subcommittee at any time during the project.

A representative from the Oak Harbor Police Department will attend monthly Commission meetings to provide an update. If a representative is unable to attend, the police department will provide an update to Subcommittee members via email. The email will then be shared at the general meeting.

**5. It is a requirement of this project that the results are shared at the 2013 Washington State Prevention Summit. How will your community ensure that the experiences are shared at the 2013 Washington Prevention Summit?**

The Commission Coordinator is planning to attend the 2013 Washington State Prevention Summit, and will take the lead on presenting experiences from the Law Enforcement Partnerships project. The Community Service officer involved with the project will be encouraged to attend as she will have greater insight into the law enforcement aspect of the project. A joint presentation would be beneficial in highlighting the collaboration between the Commission and Oak Harbor Police Department.

## REQUEST FOR PROPOSALS

**Project Title:** Law Enforcement Partnerships to Reduce Underage Drinking  
**Project Period:** February 18, 2013 – May 31, 2013  
**Letter of Intent Due:** January 22, 2013  
**Responses Due:** February 11, 2013  
**Submit Project Face Sheet and Narrative Proposal to:** Sandra Elliot, Contracts Manager  
[sandra.elliott@dshs.wa.gov](mailto:sandra.elliott@dshs.wa.gov)  
(360) 725-1823

## AMENDMENT #1

### Background:

This Amendment corrects inconsistencies in the original RFP Timeline on page four of the document as follows.

1. The Timeline did not include the date for submitting a Letter of Intent, which is identified in the first section of the RFP document.
2. The Timeline and the first section of the RFP document identify different due dates for the RFP submission deadline.

In order to provide additional time to meet the deadlines, the new due dates are highlighted in the first section and in the revised timeline below:

<b>ACTION</b>	<b>DATE</b>
DBHR contacts eligible counties	1/7/13
Deadline for questions about the Request for Proposal	1/11/13
Deadline for DBHR responses to questions about the Request for Proposal	1/15/13
Deadline for Letter of Intent	1/22/13
Deadline for response from communities to Request for Proposal (responses must be received by 5 PM PST)	2/11/13
DBHR evaluates proposals	2/15/13
DBHR contacts apparently successful bidders to confirm their willingness to fully comply with all conditions of the project	2/19/13
DBHR amends county contracts to include Law Enforcement Partnerships statement of work and funding	3/1/13
Implementation begins in participating communities	3/1/13

NOTE: No questions about the RFP process were submitted so no responses have been sent.



# City of Oak Harbor City Council Agenda Bill

**Bill No.** CA 4.f.  
**Date:** July 2, 2013  
**Subject:** Workshop Meeting Dates

**FROM:** Larry E. Cort, City Administrator

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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## **PURPOSE**

The purpose of this agenda bill is to schedule workshop meetings for the months of July, August and September. Said workshop meetings shall be in lieu of standing committee meetings and shall have a sunset date of September 30, 2013.

## **AUTHORITY**

General City Council authority is established at Chapter 35A.11 and 35A.12 RCW and Chapter 1.16 OHMC.

## **FISCAL IMPACT DESCRIPTION**

Likely reduction in costs associated with taping and televising Council meetings.

## **SUMMARY STATEMENT**

On March 5, 2013, the City Council met in a special workshop meeting to discuss the efficacy of the existing format and function of the standing committees. Subsequently, Council adopted Ordinance 1656 on April 2, 2013, that suspended regular standing committee meetings, authorized setting of regular monthly workshop meetings, and established a sunset date of June 30, 2013.

At the conclusion of the initial trial period, Council chose to continue the monthly workshop format. Ordinance 1663 was adopted on June 18<sup>th</sup> and extended the suspension of Standing Committee meetings and authorized Special Workshop meetings for an additional 90-day period. Ordinance 1663 will sunset on September 30, 2013, and return to the Standing Committee format. If Council chooses to maintain the monthly workshop format in lieu of the Standing Committees, an amendment to the OHMC would then be necessary.

## **STANDING COMMITTEE REPORT**

This item has not been reviewed by a standing committee.

## **RECOMMENDED ACTION**

Motion to set Wednesday, July 24, 2013; Wednesday, August 28, 2013, and Wednesday, September 25, 2013, from 3:00 to 5:30 p.m. as Special City Council Workshop Meetings.

## **ATTACHMENTS**

None

# City of Oak Harbor City Council Agenda Bill

Bill No. 6.a.  
Date: July 2, 2013  
Subject: 2013 2% Lodging Tax Funding  
Request – N. Whidbey Lions Car  
Show (Resolution 13-14)

**FROM:** Doug Merriman  
Finance Director

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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**PURPOSE**

To receive and approve the funding recommendations from the Lodging Tax Advisory Committee for support of the North Whidbey Lions Club request for financial support.

**AUTHORITY**

RCW 67.28.180 Lodging tax authorized – Conditions: Establishes City authority to levy the “basic” hotel-motel tax of 2%.

RCW 67.28.181 Special excise taxes authorized: Establishes City authority to levy an “additional” hotel-motel tax of 2%.

**SUMMARY STATEMENT**

The City of Oak Harbor sponsors an annual grant program funded by revenues from 2% lodging tax proceeds, more commonly known as the Lodging Tax Grant Program. Organizations are encouraged to apply for funding if they feel that their activity promotes tourism in a manner that attracts visitors to Oak Harbor from other localities. The Lodging Tax Advisory Committee (LTAC) met on December 6, 2012 after City Council approved the 45-day review period during Council’s September 4, 2012 regular meeting.

During the application process, it was noted by the LTAC that one of the annual programs supported by the City, the Oak Harbor Rotary Club Car Show, had not submitted an application. The decision was made to proceed with the applications that had been received, to place an inquiry with the Rotary Club as to the status of the event, and to bring back an application for funding, if applicable. The City’s inquiry determined that the management of the Car Show had transferred from the Oak Harbor Rotary Club to the North Whidbey Lions Club during the application period. The North Whidbey Lions Club has asked for consideration of Council to award the club \$4,000 for tourism cost support for the 2013 Car Show, scheduled to occur on August 10, 2013.

**RECOMMENDED ACTION**

Adopt Resolution 13-14 awarding the 2013 Lodging Tax Grant and authorize payment of funds.

**ATTACHMENTS**

Resolution 13-14

**MAYOR'S COMMENTS**

**RESOLUTION 13-14**

A RESOLUTION OF THE CITY OF OAK HARBOR CITY COUNCIL REGARDING THE ACCEPTANCE AND APPROVAL OF THE REQUEST FOR FUNDING FOR THE 2013 NORTH WHIDBEY LIONS CLUB CAR SHOW IN THE AMOUNT OF \$4,000

WHEREAS, the City of Oak Harbor has imposed both the “basic” hotel-motel tax of 2% (RCW 67.28.180) and the additional lodging tax if 2% (RCW 67.28.181) upon the sale of, or change made for the furnishing of lodging; and

WHEREAS, cities, with a population of 5,000 or more, must establish a lodging tax advisory committee to ensure that interested parties have a forum for debating the merits of a proposed imposition of a lodging tax, of a proposed increase in a lodging tax rate, of a proposed removal of a tax exemption, or a proposed “change in use” of tax revenues. Proposals for change must be submitted to the lodging tax advisory committee for review and comment at least 45 days prior to taking action on the proposal; and

WHEREAS, the City Council of the City of Oak Harbor submitted the proposal for the 2013 Lodging Tax Grant Program to the Lodging Tax Advisory Committee on December 6, 2012; and

WHEREAS, the Lodging Tax Advisory Committee reviewed the application submitted and makes the following recommendations for funding to the City Council:

2013 North Whidbey Lions Club Car Show	\$4,000.00
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NOW, THEREFORE, the City Council of the City of Oak Harbor, Washington, accepts the recommendations of the Lodging Tax Advisory Committee to provide 2% funding to the listed applicant for the amount as shown, and authorizes the award recommended by the Lodging Tax Advisory Committee.

PASSED and approved by the City Council this 2nd day of July 2013.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

Approved as to Form:

\_\_\_\_\_  
Grant W. Weed, Interim City Attorney

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 7.a. and b.  
**Date:** July 2, 2013  
**Subject:** 2012 International Building  
& Fire Codes Amendments  
Ordinances 1660 and 1661

**FROM:** Steve Powers, Development Services Director  
Ray Merrill, Fire Chief  
David W. Anderson, Building Official  
Mike Buxton, Deputy Fire Chief

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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**PURPOSE**

This agenda bill proposes to amend the City's Building and Fire Codes by adopting the 2012 International Building Code; 2012 International Residential Code; 2012 International Mechanical Code; 2012 Uniform Plumbing Code; 2012 International Energy Conservation Code, Residential; 2012 International Energy Conservation Code, Commercial; and the 2012 International Fire Code as regulated and approved by the Washington State Building Code Council on July 1, 2013 with changes reflecting City practices. Two draft ordinances incorporating the codes noted above into the Oak Harbor Municipal Code were introduced to the City Council at the June 18, 2013 meeting.

**AUTHORITY**

The various codes contained herein are adopted by the Washington State Building Code Council pursuant to Chapter 19.27 and 70.92 RCW. Those codes are periodically updated by the Building Code Council. State law provides that unless amended by the City Council, the State Building Code shall be in effect in the City (RCW 19.27.031).

**FISCAL IMPACT DESCRIPTION**

Funds Required: N/A  
Appropriation Source: N/A

**SUMMARY STATEMENT**

The City is currently using the 2009 version of the International Codes. The 2012 International Codes have been adopted by the Washington State Building Code Council and will become effective on July 1, 2013. Under state law, cities and counties are responsible for enforcing these codes as adopted by the Washington State Building Code Council. However, state law allows the jurisdictions to adopt

## City of Oak Harbor City Council Agenda Bill

amendments to the codes to reflect local circumstances. Rather than adopting each code, this ordinance provides that the most recent edition is in effect as amended by City Code. Since the codes are in effect by state law, only the local amendments are actually adopted. The following international codes have been adopted by the Washington State Building Code Council and become effective on July 1, 2013:

- 2012 International Building Code
- 2012 International Residential Code
- 2012 International Mechanical Code
- 2012 Uniform Plumbing Code
- 2012 International Energy Conservation Code, Residential Provisions.
- 2012 International Energy Conservation Code, Commercial Provisions
- 2012 International Fire Code

A summary of the more significant changes from the 2009 version to the 2012 version of the international codes is shown below:

- 2012 International Building Code (IBC): One of the more significant changes pertains to occupancies where the display, sale or storage of upholstered furniture occurs; those occupancies are now required to be sprinklered. The change is designed to protect large furniture stores when the fire area exceeds 5,000 sq. ft. and warehouses when the fire area exceeds 2,500 sq. ft. Another change is the use of wireless smoke alarms in residential occupancies. The 2012 IBC allows the use of wireless smoke alarms providing all alarms throughout the building will sound when activated.
- 2012 International Residential Code (IRC): Residential single-family homes are now required to provide fire protection in crawl spaces when this area is used for storage or contains fuel fired appliances. Installation of ½ GWB or 5/8 wood structural panel or other approved material is now required on the underside of the floor assemblies. This change addresses concerns for firefighter safety and incidents of injury or death to firefighters due to the collapse of floors while fighting residential fires.
- 2012 International Mechanical Code (IMC): The Mechanical Code establishes minimum installation standards for all heating, ventilation, air conditioning, ductwork and commercial hood installation requirements. The 2012 IMC remains largely unchanged from the 2009 version except for housekeeping items. One notable change however requires all piping and tubing to be identified as being tested by an approved third-party testing agency or certified by an approved third-party certification agency.

# City of Oak Harbor City Council Agenda Bill

- 2012 Uniform Plumbing Code (UPC): The Plumbing Code establishes minimum installation standards for all plumbing installations, cross connection, potable water supply, traps, fixtures, sanitary drainage and indirect wastes. The 2012 UPC remains largely unchanged from the 2009 version except for housekeeping items.
- 2012 International Energy Conservation Code, Residential (IECCR): This new code replaces the existing 2009 Washington State Energy Code. Washington State has been instrumental in the development of a national energy code. The result is the WSEC was used as a model in the development of the IECCR and the IECCC. This change reflects the compilation of the International Conservation Code and the Washington State Energy Code. The IECCR only includes residential energy requirements.
- 2012 International Energy Conservation Code, Commercial (IECCC): Similar to above, this new code replaces the existing 2009 WSEC Code. This change reflects the compilation of the International Conservation Code and the Washington State Energy Code for commercial energy requirements.
- 2012 International Fire Code (IFC): The Fire code establishes the minimum regulations for fire prevention and fire protection systems using prescriptive and performance-related provisions. The requirements of the 2012 IFC are very similar to those of the 2009 version. The code has been reorganized however to allow for ease of use and to improve readability. The 2012 IFC is fully compatible with all the International Codes as proposed to be adopted by the City.

## **RECOMMENDED ACTION**

- Conduct public meeting.
- Adopt Ordinance No. 1660 approving the 2012 International Building Codes
- Adopt Ordinance No. 1661 approving the 2012 Fire Codes

## **ATTACHMENTS**

1. Draft Ordinance Number 1660 – Building Codes
2. Draft Ordinance Number 1661 – Fire Codes

ORDINANCE NO. 1660

AN ORDINANCE AMENDING TITLE 17 “BUILDINGS” OF THE OAK HARBOR MUNICIPAL CODE TO ADOPT THE 2012 INTERNATIONAL BUILDING CODES WITH SPECIFIC PROVISIONS APPLICABLE TO THE CITY OF OAK HARBOR.

WHEREAS, the City of Oak Harbor is authorized to adopt ordinances for the general welfare of its citizens; and

WHEREAS the Washington State Building Code Act requires local jurisdictions to enforce the State Building Code within its jurisdiction; and

WHEREAS, the Washington State Building Code Council has adopted amendments to the 2012 International Building Codes; and

WHEREAS, the City is further authorized to adopt and enforce building codes and to adopt and amend provisions of the State building codes under Chapter 19.27 of the Revised Code of Washington; and

WHEREAS the Washington State Energy Code has been replaced with the International Energy Conservation Code, Residential, WAC 51-11R and International Energy Conservation Code, Commercial, WAC 51-11C; and

WHEREAS, the City Council deems adoption of this ordinance to be in the best interest of its citizens;

NOW, THEREFORE, the City Council of the City of Oak Harbor, Washington does hereby ordain as follows:

**Section One.** The table of contents of Title 17 of the Oak Harbor Municipal Code is hereby amended to read as follows for the following chapters:

**Title 17**

**BUILDINGS**

**Chapters:**

**17.05 International Building Code**

**17.06 International Residential Code**

**17.10 International Mechanical Code**

**17.12 Uniform Plumbing Code**

~~**17.14 Washington State Energy Code Repealed**~~

[17.15 International Energy Conservation Code, Residential](#)

[17.16 International Energy Conservation Code, Commercial](#)

**17.18 Repealed**

**17.20 Flood Damage Prevention**

**17.22 2006 International Property Maintenance Code**

**17.24 Sidewalks, Curbs and Gutters Installation**

**17.28 Repealed**

**17.30 Noise Attenuation Standards**

**17.40 Survey Monuments**

**Section Two.** Oak Harbor Municipal Code Section 17.05.015, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

**17.05.015 Applicability of the International Building Code.**

The most recent edition of the International Building Code adopted by the Washington State Building Code Council under the provisions of Chapter 19.27 RCW and as amended herein is in effect as the City’s building code. A copy shall be filed in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

**Section Three.** Oak Harbor Municipal Code Section 17.05.030, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

**17.05.030 Permit fees.**

The city of Oak Harbor hereby adopts the following fee schedule for the building code:

- (1) Building Permit Fees Adopted. For determining the value of a structure, the most current issue of the Building Safety Journal Magazine, which offers the square foot construction costs table as published by the International Code Council, is adopted by reference.
- (2) Plan Review Fees Adopted. When submittal documents are required by the International Building Code Section 107, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The said plan review fee shall be 65 percent of the building permit fee as determined in Table 17-1. The plan review fees specified are separate fees from the permit fees and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittals items, an additional plan review fee shall be charged at the rate shown in Table 17-2.

<b>Total Valuation</b>	<b>Fees</b>
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional

	\$1,000 or fraction thereof
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000 or fraction thereof

<b>TABLE 17-2 OTHER INSPECTIONS AND FEES:</b>	
1. Inspections outside of normal business hours (minimum charge – two hours)	\$47.00 per hour
2. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$47.00 per hour
3. Additional plan review required by changes, additions or revisions to approved plans (minimum charge – one-half hour)	\$47.00 per hour
4. For use of outside consultants for plan checking and inspections, or both	Actual costs

<b>TABLE 17-3 MISCELLANEOUS BUILDING PERMIT FEES</b>	
<b>ACTION</b>	<b>FEE</b>
Antenna Tower	\$25.00
Building Code Interpretation	\$329.00
Change Lot After Plan Review or Issuance of Permit	\$100.00
Change Plans During or After Plan Review	New Plan Review Fee
Change or Revise Plans After Issuance of Permit	Current Hourly Rate per IBC or New Plan Review Fee
Covered Patio	Varies by Valuation
Covered Porch	Varies by Valuation
Decks	Varies by Valuation
Demolitions	\$50.00 Plus \$4.50 State Surcharge
Espresso Carts (portable and stand alone)	\$250.00
Factory Built Structures	Varies by Valuation
Fences Over 6 Feet in Height	Current Hourly Rate per IBC for Plan Review Plus \$25.00 Permit Fee
Flagpoles	\$25.00
Fireplaces, <del>Freestanding, Wood, Gas, and Propane</del> <a href="#">Freestanding (wood/gas/pellet/propane</a> <a href="#">Insert (wood/gas)</a> <a href="#">Fireplace (masonry)</a>	\$35.00 \$25 \$100
<del>Fireplaces, Inserts, Wood, Gas and Propane</del>	<del>\$25.00</del>
Mobile Homes, Single Wide	\$120.00
Mobile Home, Double and Triple Wide	\$150.00
Modular Homes or Buildings	\$500.00
Modular Offices (Job Shacks)	\$350.00
Moved Buildings	\$50.00 Prior to Moving Together with a Building Permit Fee Based on the IBC Valuation for New Building and Cost of

<b>TABLE 17-3 MISCELLANEOUS BUILDING PERMIT FEES</b>	
	Moved Building.
Occupancy Permit	\$21.00
Penalty Permit Fee	Double Permit Fee
Re-Roofs Residential	(Permit Required for Overlays of Two Layers or More) \$25.00
Commercial	Varies by Valuation
Retaining Walls (Permit Not Required Under Four Feet)	\$100.00 or IBC Valuation, Whichever Is Greater
Satellite Dish	(48" Diameter or Greater) \$25.00
Signs 25 Sq. Ft. or Less (New Construction)	Permit Fee, Plan Review Fee, and \$4.50 Surcharge Plus \$25.00
26 Sq. Ft. or More (New Construction)	Permit Fee, Plan Review Fee, and \$4.50 Surcharge Plus \$50.00
25 Sq. Ft. or Less (Existing)	Permit Fee, and \$4.50 Surcharge Plus \$25.00
26 Sq. Ft. or More (Existing)	Permit Fee, and \$4.50 Surcharge Plus \$50.00
Solariums	Varies by Valuation
Work Commencing Before Issuance of Permit	(Whichever Is Greater) Double Permit Fee or \$100.00
<a href="#">Wood Stoves Including Inserts</a>	<a href="#">\$100.00</a>

- (3) International Property Maintenance Code. A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection.
- (4) Uniform Swimming Pool, Spa and Hot Tub Code. The fees for swimming pools, spas, and hot tubs shall be as set forth in Table 17-5, Plumbing Permit Fees.
- (5) ~~Washington State Energy Code~~[International Energy Conservation Code, Residential](#). A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection.
- (6) [International Energy Conservation Code, Commercial](#). A fee for an on-site compliance inspection by the building official or his representative shall be as set forth by Table 17-2, Miscellaneous Building Inspection Fees. Upon such application and payment of the fee herein provided the building official shall notify the applicant of the date and time of the inspection.

**Section Four.** Oak Harbor Municipal Code Section 17.05.060, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

**17.05.060 Amendments – Additions.**

The following sections and appendix chapters of the International Building Code as adopted in OHMC 17.05.015 are amended to read as follows:

(1) Appendix chapters ~~E~~, F, G, I and J of the International Building Code are hereby adopted.

(2) Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Oak Harbor, Washington hereinafter referred to as "this code".

(3) Section 101.4.3 is hereby amended to read as follows:

101.4.3 Plumbing. The provisions of the City of Oak Harbor Plumbing Code as adopted by the Oak Harbor Municipal Code Chapter 17.12 shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of medical gas system. The provisions of the State of Washington requirements for private sewage disposal shall apply to private sewage disposal systems.

(4) Section 101.4.4 is hereby amended to read as follows:

101.4.4 Property Maintenance. The provisions of the City of Oak Harbor Property Maintenance Code as adopted by Oak Harbor Municipal Code Chapter 17.22 shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

(5) Section 101.4.6 is hereby amended to read as follows:

101.4.6 Energy. The provisions of the ~~State of Washington Energy Code~~[International Energy Conservation Code, Residential and the International Energy Conservation Code, Commercial](#) as adopted by Oak Harbor Municipal Code Chapter 17.145 and Chapter 17.16 shall apply to all matters governing the design and construction of buildings for energy efficiency.

(6) Section 101.4.7 is hereby added to read as follows:

101.4.7 Electrical. The provisions of the National Electrical Code as set forth in the Washington Administrative Code Chapter 296-46B as regulated and enforced by State of Washington Labor & Industries, Electrical Division shall apply to the installation of electrical systems, including alterations repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

(7) Section 105.2 is hereby amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m<sup>2</sup>).
2. Fences not over [67](#) feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, provided the wall is set back from any adjacent property lines or structures a distance at least equal to the height of the wall and the material retained slopes 1 vertical to 2 horizontal (or less) up and away from the wall unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment- [accessory to detached one- and two-family dwellings.](#)
12. Window awnings [in group R-3 and U occupancies](#) supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support [of Group R-3 and U occupancies.](#)
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or

make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

(8) Section 105.3.1.1 is hereby added to read as follows:

105.3.1.1 Prerequisites for Issuance of Permit.

The Building Official shall determine whether the following requirements have been met prior to issuance of a permit:

1. Any requirements or regulations imposed on a project as a condition of a land use approval process;
2. Any requirements or regulations imposed on a project as a condition of the site civil process;
3. Any transportation, school, parks or other mitigation or impact fees are paid as adopted by Oak Harbor Municipal Code Sections 11.32 or 19.48 respectively;
4. Approval of Design Review as required by Oak Harbor Municipal Code for Design Guidelines and Regulation as required by Title 19.
5. Compliance with the State Environmental Policy Act, as adopted by Oak Harbor Municipal Code Title 20.
6. Compliance with the Flood Management requirements as adopted by Oak Harbor Municipal Code Title 11 and Title 20.

7. Compliance with environmentally Critical Areas Protection requirements as required by Oak Harbor Municipal Code Title 20.

(9) Section 107.1 is hereby amended to read as follows:

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. All plans for construction, erection, enlargement, alteration or repairs of building or structures 4,000 square feet or over shall be designed, prepared and stamped by an architect or engineer licensed by the state of Washington.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

(10) Section 109.3 is hereby amended to read as follows:

109.3 Building permits valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official. The valuation for commonly built structures shall be determined by the most current issue of the Building Safety Journal, which offers square foot construction costs table as published by the International Code Council, adopted herein by reference.

(11) Section 109.6 is hereby amended to read as follows:

109.6 Refunds. The building official is authorized to establish a refund policy. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

(12) Section 111.5 is hereby added to read as follows:

111.5 Violation of requirements for certificate of occupancy. The City Council affirms that the issuance of any certificate of occupancy is of vital importance in the safeguarding of life safety, property safety and health of occupants of any structure; and further, that the enforcement of all city development regulations is of vital importance to the city's economic vitality and the public good. Any person allowing a building to be occupied without a certificate of occupancy first being issued as required by this Chapter shall be subject to the civil penalty provisions of the Oak Harbor Municipal Code Section 17.05.090.

(13) Section 113 is hereby amended to read as follows:

113.1 Board of Appeals. All references to the term "board of Appeal(s)" shall deem to mean the Hearing Examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC 18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.

(14) Section 202 is hereby amended to read as follows:

GRADE PLANE. A referenced plane representing the average of the finished ground level, adjoining the building at all exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than 10 feet from the building between the structure and a point 10 feet from the building.

(15) Section 3201.5 is hereby added to read as follows:

3201.5 Right-of-Way Permits. A permit is required for any construction, alteration, repair, move, demolish, replace, use or encroachment into the public right-of way as determined by the City Engineer.

(16) Appendix Section J103.1 is hereby amended to read as follows:

J103.1 Permits Required. Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit therefor from the City Engineer. A grading permit does not include the construction of retaining walls or other structures.

(17) Appendix Section J104.3 is hereby amended to read as follows:

J104.3 Geotechnical report.

A geotechnical report prepared by a registered design professional shall be provided. The report shall contain the following:

1. The nature and distribution of existing soils;
2. Conclusions and recommendations for grading procedures;
3. Soil design criteria for any structures or embankments required to accomplish the proposed grading; and
4. Where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

Exception; A geotechnical report is not required where the building code official or city engineer determines that the nature of the work applied for is such that a report is no necessary.

(18) Appendix J106.1 is hereby amended to read as follows:

J106.1 Maximum slope. The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be no steeper than 2 horizontal to 1 vertical (50 percent) unless the applicant furnishes a soils report justifying a steeper slope.

Exceptions:

1. A cut surface may be at a slope of 1.5 horizontal to 1 vertical (67 percent) provided that all the following are met:
  - 1.1 It is not intended to support structures or surcharges.

1.2 It is adequately protected against erosion.

1.3 It is no more than 8 feet (2438 mm) in height.

1.4 It is approved by the city engineer.

1.5 Ground water is not encountered.

2. A cut surface in bedrock shall be permitted to be at a slope of 1 horizontal to 1 vertical (100 percent).

(19) Appendix J108.3 is hereby amended to read as follows:

J108.3 Slope protection. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the city engineer, shall be included. Such protection may include but shall not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.

(20) Appendix J109.3 is hereby amended to read as follows:

J109.3 Interceptor Drains. Interceptor drains shall be installed along the top of cut slopes receiving drainage from a tributary width greater than 40 feet, measured horizontally. They shall have a minimum depth of 1 foot and a minimum width of 3 feet. The slope shall be approved by the city engineer, but shall not be less than 50 horizontal to 1 vertical. The drain shall be paved with concrete not less than 3 inches in thickness, or by other materials suitable to the application. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the city engineer.

**Section Five.** Oak Harbor Municipal Code Section 17.05.090, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

**17.05.090 Penalties.**

- (1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter or the technical codes.
- (2) Civil Violation. Except as provided in subsections (4) and (5) of this section, any violation of any of the provisions of this chapter or of the technical codes constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein.
- (3) Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter or the technical codes shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days in jail, or both such fine and jail time.

- (4) ~~Plumbing Code Violations. Violations of the Uniform Plumbing Code as adopted under OHMC 17.12.020 shall be misdemeanors punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.~~
- (54) Violations of Orders under This Chapter. Any person constructing, repairing, operating, maintaining, changing an occupancy, occupying or moving a building, structure, occupancy, or premises contrary to the provisions of this chapter or who continues to construct, repair, operate, maintain, change occupancy, occupy or move such building, structure, occupancy or premises when ordered by the building official to desist from violating a provision or provisions of this chapter shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.
- (65) Separate Offense. Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3), (4) and (5) of this section.
- (76) Destruction of Notice. It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the building official pursuant to the provisions of this chapter or the building code which violations shall be a civil offense as described in subsection (2) of this section.

**Section Six.** Oak Harbor Municipal Code Section 17.06.020, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

**17.06.020 Applicability of the International Residential Code.**

The most recent edition of the International Residential Code published by the International Code Council as adopted by the Washington State Building Code Council under the provisions of Chapter 19.27 RCW and amended herein, are in effect in City of Oak Harbor. One copy of the document identified in this section shall be filed in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

**Section Seven.** Oak Harbor Municipal Code Section 17.10.020, last adopted by §5 of Ordinance 1599 in 2011 is hereby amended to read as follows:

**17.10.020 Applicability of International Mechanical Code.**

The most recent edition of the International Mechanical Code as published by the International Code Council and adopted by the Washington State Building Code Council under the provisions of Chapter 19.27 RCW as amended herein is in effect in the City of Oak Harbor One copy of each document listed in this section shall be filed in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

**Section Eight.** Oak Harbor Municipal Code Section 17.10.070, last adopted by §5 of Ordinance 1599 in 2011 is hereby amended to read as follows:

**17.10.070 Amendments – Additions.**

The following sections and appendix chapters of the International Mechanical Code as adopted in OHMC 17.10.020 are amended to read as follows:

~~(1) Appendix A of the International Mechanical Code is hereby adopted.~~

(21) Section 106.4.3 is hereby amended to read as follows:

106.4.3 Expiration. Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work recommences, a new permit shall be first obtained and the fee, therefore, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

(32) Section 106.5.2 is hereby amended to read as follows:

106.5.2 Fee Schedule. The fees for mechanical work shall be as indicated in Table 17-6 Mechanical Permit Fees.

(43) Table 17-6 Mechanical Permit Fees.

<b>TABLE 17-6 MECHANICAL PERMIT FEES ACTION</b>	<b>FEE</b>
<b>Permit Issuance and Heaters</b>	
For the issuance of each mechanical permit	\$23.50
For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$7.25
<b>Unit Fee Schedule (In addition to required permits as listed above.)</b>	
<b>Furnaces</b>	
For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)	\$15.00
For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)	\$18.00
For the installation or relocation of each floor furnace, including vent	\$15.00
For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$15.00
<b>Appliance Vents</b>	
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.00
<b>Repairs or Additions</b>	
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling,	\$14.00

<b>TABLE 17-6 MECHANICAL PERMIT FEES ACTION</b>	<b>FEE</b>
absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	
<b>Boilers, Compressors and Absorption Systems</b>	
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)	\$15.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)	\$27.00
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	\$37.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)	\$93.00
<b>Air Handling</b>	
For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 Us), including ducts attached thereto Note: This fee does not apply to an air handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	\$11.00
For each air handling unit over 10,000 cfm (4719 Us)	\$18.00
<b>Evaporative Coolers</b>	
For each evaporative cooler other than portable type	\$11.00
<b>Ventilation and Exhaust</b>	
For each ventilation fan connected to a single duct	\$7.00
For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$11.00
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	\$11.00
<b>Incinerators</b>	
For the installation or relocation of each domestic type incinerator	\$18.00
For the installation or relocation of each commercial or industrial type incinerator	\$15.00
<b>Gas Piping Systems</b>	
For each gas piping system of one to five outlets	\$5.00
For each additional outlet over five, each	\$1.00
<b>Miscellaneous</b>	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which the fee is listed in the table	\$11.00
<b>Other Inspection and Fees Refer to Table 17-2.</b>	

(54) Section 106.5.3 is hereby amended to read as follows:

106.5.3 Fee Refunds. The building official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

(65) Section 108.1 is hereby amended to read as follows:

108.1 Unlawful Acts. It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish or utilize a mechanical system, or cause the same to be done, in conflict with or in violation of any of the provisions of this code. Each separate day or any portion thereof, during which any violation of this code occurs or continues, shall be deemed to constitute a separate offense.

(76) Section 202 is hereby amended to read as follows:

SUBSTANTIALLY REMODELED. Substantially Remodeled is any alteration or restoration of a building exceeding 60 percent of the assessed valuation of such building within a twelve-month period.

(87) Section 901.5 is hereby added to read as follows:

901.5 Solid Fuel Burning Devices. No used fuel-burning device shall be installed in new or existing buildings unless such device is United States Environmental Protection Agency certified or a pellet stove either certified or exempt from certification by the United States Environmental Protection Agency. EXCEPTION: antique wood cook stoves and heaters manufactured prior to 1940.

**Section Nine.** Oak Harbor Municipal Code Section 17.12.020, last adopted by §3 of Ordinance 1599 in 2011 is hereby amended to read as follows:

**17.12.020 Applicability of Uniform Plumbing Code.**

The most recent edition of the Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials and as adopted by the Washington State Building Code Council under the provisions of RCW 19.27 as amended herein is in effect in the City of Oak Harbor. One copy of the document listed in this section shall be on file in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

**Section Ten.** A new chapter of the Oak Harbor Municipal Code, Chapter 17.15, International Energy Conservation Code, Residential Provisions, is hereby adopted to read as follows:

**Chapter 17.15**

**INTERNATIONAL ENERGY CONSERVATION CODE, RESIDENTIAL PROVISIONS**

**Sections:**

**17.15.010 Title.**

**17.15.020 Applicability of International Energy Conservation Code, Residential Provisions.**

**17.15.030 Administration and enforcement – Rules and regulations.**

**17.15.040 Administration and enforcement – Building official authority.**

**17.15.050 Notices.**

**17.15.060 Liability limitations.**

**17.15.070 Penalties.**

**17.15.080 Severability.**

**17.15.090 Hearing examiner to function as appeals board.**

**17.15.010 Title.**

This chapter shall be known as the International Energy Conservation Code, Residential Provisions of the city of Oak Harbor.

**17.15.020 Applicability of International Energy Conservation Code, Residential Provisions.**

The most recent version of the International Energy Conservation Code, Residential Provisions, as adopted by the Washington State Building Code Council under the provisions of Chapter 19.27A RCW, is in effect in the City of Oak Harbor and shall be the city's energy code. One copy of the International Energy Conservation Code, Residential Provisions, shall be filed in the office of the city clerk for examination by the public. The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.

**17.15.030 Administration and enforcement – Rules and regulations.**

The city council may upon notice and hearing promulgate such rules and regulations as may be necessary to the effective and efficient administration of the code.

**17.15.040 Administration and enforcement – Building official authority.**

The International Energy Conservation Code, Residential Provisions shall be administered and enforced by the city building official.

**17.15.050 Notices.**

It is unlawful for any person to remove, mutilate, destroy or conceal any lawful notice issued or posted by the building official pursuant to the provisions of this code.

**17.15.060 Liability limitations.**

Nothing contained in this chapter or in the International Energy Conservation Code, Residential Provisions, is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city or its officers, employees or agents, for any injury or damage resulting from the failure of a building to conform to the provisions of the International Energy Conservation Code, Residential Provisions.

**17.15.070 Penalties.**

(1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done

in violation of this chapter or the technical codes.

- (2) Civil Violation. Except as provided in subsections (4) and (5) of this section, any violation of any of the provisions of this chapter or of the technical codes constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein.
- (3) Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter or the technical codes shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days in jail, or both such fine and jail time.
- (4) Violations of Orders under This Chapter. Any person constructing, repairing, operating, maintaining, changing an occupancy, occupying or moving a building, structure, occupancy, or premises contrary to the provisions of this chapter who continues to construct, repair, operate, maintain, change occupancy, occupy or move such building, structure, occupancy or premises when ordered by the building official to desist from violating a provision or provisions of this chapter shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.
- (5) Separate Offense. Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3) and (4) of this section.
- (6) Destruction of Notice. It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the building official pursuant to the provisions of this chapter or the building code which violations shall be a civil offense as described in subsection (2) of this section.

**17.15.080 Severability.**

Should any section, paragraph, sentence or word of this chapter or codes hereby adopted be declared for any reason to be invalid, it is the intent of the city council that it would have passed all other portions of this chapter and of the codes hereby adopted independent of the elimination herefrom of any such portions as may be declared invalid and accordingly such declaration of invalidity shall not affect the validity of this chapter as a whole nor any part hereof other than the part so declared to be invalid.

**17.15.090 Hearing examiner to function as appeals board.**

All references to the term "board of appeal(s)" shall deem to mean the hearing examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC 18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.

**Section Eleven.** A new chapter of the Oak Harbor Municipal Code, Chapter 17.16, “International Energy Conservation Code, Commercial Provisions”, is hereby adopted to read as

follows:

## Chapter 17.16

### INTERNATIONAL ENERGY CONSERVATION CODE, COMMERCIAL PROVISIONS

#### Sections:

#### 17.16.010 Title.

#### 17.16.020 Applicability of International Energy Conservation Code, Commercial Provisions.

#### 17.16.030 Administration and enforcement – Rules and regulations.

#### 17.16.040 Administration and enforcement – Building official authority.

#### 17.16.050 Notices.

#### 17.16.060 Liability limitations.

#### 17.16.070 Penalties.

#### 17.16.080 Severability.

#### 17.16.090 Hearing examiner to function as appeals board.

#### 17.16.010 Title.

This chapter shall be known as the International Energy Conservation Code, Commercial Provisions of the city of Oak Harbor.

#### 17.16.020 Applicability of International Energy Conservation Code, Commercial Provisions.

The most recent version of the International Energy Conservation Code, Commercial Provisions, as adopted by the Washington State Building Code Council under the provisions of Chapter 19.27A RCW, is in effect in the City of Oak Harbor and shall be the city's energy code. One copy of the International Energy Conservation Code, Commercial Provisions, shall be filed in the office of the city clerk for examination by the public. The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.

#### 17.16.030 Administration and enforcement – Rules and regulations.

The city council may upon notice and hearing promulgate such rules and regulations as may be necessary to the effective and efficient administration of the code.

#### 17.16.040 Administration and enforcement – Building official authority.

The International Energy Conservation Code, Commercial Provisions shall be administered and enforced by the city building official.

#### 17.16.050 Notices.

It is unlawful for any person to remove, mutilate, destroy or conceal any lawful notice issued or posted by the building official pursuant to the provisions of this code.

#### 17.16.060 Liability limitations.

Nothing contained in this chapter or in the International Energy Conservation Code, Commercial Provisions, is intended to be, nor shall be, construed to create or form the basis for any liability on the part of the city or its officers, employees or agents, for any injury or damage resulting

from the failure of a building to conform to the provisions of the International Energy Conservation Code, Commercial Provisions.

**17.16.070 Penalties.**

- (1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter or the technical codes.
- (2) Civil Violation. Except as provided in subsections (4) and (5) of this section, any violation of any of the provisions of this chapter or of the technical codes constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein.
- (3) Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter or the technical codes shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days in jail, or both such fine and jail time.
- (4) Violations of Orders under This Chapter. Any person constructing, repairing, operating, maintaining, changing an occupancy, occupying or moving a building, structure, occupancy, or premises contrary to the provisions of this chapter who continues to construct, repair, operate, maintain, change occupancy, occupy or move such building, structure, occupancy or premises when ordered by the building official to desist from violating a provision or provisions of this chapter shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.
- (5) Separate Offense. Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3) and (4) of this section.
- (6) Destruction of Notice. It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the building official pursuant to the provisions of this chapter or the building code which violations shall be a civil offense as described in subsection (2) of this section.

**17.16.080 Severability.**

Should any section, paragraph, sentence or word of this chapter or codes hereby adopted be declared for any reason to be invalid, it is the intent of the city council that it would have passed all other portions of this chapter and of the codes hereby adopted independent of the elimination herefrom of any such portions as may be declared invalid and accordingly such declaration of invalidity shall not affect the validity of this chapter as a whole nor any part hereof other than the part so declared to be invalid.

**17.16.090 Hearing examiner to function as appeals board.**

All references to the term "board of appeal(s)" shall deem to mean the hearing examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC

[18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.](#)

**Section Twelve.** Oak Harbor Municipal Code Chapter 17.22.020 last adopted by §17 of Ordinance 1514 in 2007 is hereby amended to read as follows:

**17.22.020 Document adopted by reference.**

The 2006 Edition of the International Property Maintenance Code, as published by the International Code Council, is adopted by reference with the deletions, additions, and exceptions as set out in this chapter and shall be the city's property maintenance code. One copy of each document listed in this section shall be filed in the office of the city clerk for examination by the public. [The copy of codes on file may be placed by the city clerk in the custody of the office of the building official in order to make them more readily available for inspection and use by the general public.](#)

**Section Thirteen.** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

**Section Fourteen.** Effective Date. This Ordinance shall be in full force and effect five days after publishing.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

\_\_\_\_\_  
Grant K. Weed, Interim City Attorney

Introduction: June 18, 2013

Adopted: July 2, 2013

Published:

ORDINANCE NO. 1661

AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING TITLE 8 “FIRE” OF THE OAK HARBOR MUNICIPAL CODE TO ADOPT THE 2012 INTERNATIONAL FIRE CODES WITH SPECIFIC PROVISIONS APPLICABLE TO THE CITY OF OAK HARBOR

WHEREAS, the City of Oak Harbor is authorized to adopt ordinances for the general welfare of its citizens; and

WHEREAS the Washington State Building Code Act requires local jurisdictions to enforce the State Building and within its jurisdiction; and

WHEREAS, the Washington State Building Code Council has adopted amendments to the 2012 International Fire Codes; and

WHEREAS, the City is further authorized to adopt and enforce fire codes and to adopt and amend provisions of the State fire codes under Chapter 19.27 of the Revised Code of Washington; and

WHEREAS, the City Council deems adoption of this ordinance to be in the best interest of its citizens;

THE CITY COUNCIL OF THE CITY OF OAK HARBOR do ordain as follows:

**Section One.** Oak Harbor Municipal Code Section 8.03.070, last adopted by §1 of Ordinance 1596 in 2010 is hereby amended to read as follows:

**8.03.070 Amendment – Additions.**

The following sections of the International Fire Code as adopted in OHMC 8.03.020 are amended to read as follows:

(1) Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Oak Harbor, hereinafter referred to as “this code.”

(2) Section 103.1 is hereby amended to read as follows:

103.1 General. The Department of Fire Prevention, also known as the Oak Harbor Fire Department, is established within the City of Oak Harbor under the direction of the fire chief. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

(3) Section 105.1.1 is hereby amended to read as follows:

105.1.1 Permits Required. Operational Permits as described in Section 105.1.2(1) as required by this code shall be obtained from the fire **chief code official**. Permit fees, if any, shall be as set forth in Section 8.06.010. Fees shall be paid prior to issuance of the

permit. Construction Permits as described in Section 105.1.2(2) as required by this code shall be obtained from the fire ~~chief~~ code official. Permit fees, if any, shall be as set forth in Section 8.06.010, and shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire ~~chief~~ code official.

(4) Section 108.1 is hereby amended to read as follows:

108.1 Board of Appeals Established. All references to the term “Board of Appeal(s)” shall be deemed to mean the hearing examiner as per OHMC 18.40.180. Permits under this chapter shall be Type I review process as per OHMC 18.20.230. Appeals of decisions of applicable codes adopted under this chapter shall be to the hearing examiner.

(5) The following definitions shall apply to the ~~2009 Edition of the~~ International Fire Code and supersede other definitions of the same term therein:

“Chief of the bureau of fire prevention” shall mean the person or persons who are assigned by the Chief of the Oak Harbor Fire Department to perform the duties of the fire marshal under the supervision of the chief of the Oak Harbor Fire Department. The Chief of the Oak Harbor Fire Department may appoint any career civil service member of the Oak Harbor Fire Department to fulfill any or all of the duties of the chief of the bureau of fire prevention, ~~or~~ fire marshal, or fire code official.

“Jurisdiction” shall be referred to as the City of Oak Harbor.

“Appeal Board” shall refer to the hearing examiner as provided under OHMC Title 18.

(6) Section 501.4 is hereby amended to read as follows:

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to issuance of any building permit for the project, except grading permits, except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.

~~(7) Section 503 Fire apparatus access roads shall be provided and maintained in accordance with Sections~~

~~503.1.1 through 503.6 of the International Fire Code.~~

~~(7)(8)~~ Section 503.2.9 is hereby amended to read as follows:

503.2.9 Distance from Structures. Fire apparatus access roadways shall be a minimum of 5 feet away from the exterior wall of structures, or as otherwise required due to construction type.

~~(8)(9)~~ Section 503.7 is hereby added to read as follows:

503.7 Enforcement. Enforcement of Section 503.1.4 of the International Fire Code shall be the responsibility of the City Fire Department which shall have the authority to impound or otherwise cause such obstruction to be removed, and said remedies shall be in addition to the criminal penalties provided in the Oak Harbor Municipal Code.

~~(9)~~(10) Section 507.5.1 is hereby amended to read as follows:

Section 507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

EXCEPTIONS:

1. For Group R-3 and U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).

~~(10)~~(11) Section 903.3.7 is hereby amended to read as follows:

903.3.7 Fire Department Connections. The location of fire department connections shall be approved by the fire code official. A fire department connection shall be located within 50 feet of a fire hydrant.

~~(11)~~(12) Section ~~3301.1.3~~ 5601.1.3. is hereby amended to read as follows:

~~3301.1.3~~ 5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

EXCEPTIONS:

1. The use of fireworks for display as allowed in section ~~3308~~ 5608.
2. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulation, provided such fireworks comply with CPSC 16 CFR, Parts 1500 and 1507, and DOTn 49 CFR, Parts 100-178, for consumer fireworks.
3. Manufacture of fireworks within the jurisdictional area is prohibited.
4. Except as hereinafter provided, it shall be unlawful for any person to possess, store, or offer for sale, expose for sale, sell at retail, or use or explode any fireworks.
  - a) The fire ~~chief~~ code official shall have power to adopt reasonable rules and regulations for the granting of permits for supervised and public displays of

fireworks by a jurisdiction, fair associations, amusement parks, and other organization or for the use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a competent operator approved by the ~~chief fire code official~~ and every operator shall have first obtained a State License pursuant to RCW 70.77.305. The display shall be of such character and so located, discharged or fired as in the opinion of the ~~chief fire code official~~ after proper investigation so as not to be hazardous to property or endanger any person.

b) The fire ~~chief code official~~ shall make a recommendation to the City Council concerning the issuance of permits for the sale of fireworks to persons, corporations, or organizations, after investigation and his/her determination that the location where the fireworks are to be sold is not hazardous to property or endangers any person and that the persons in charge of selling the fireworks are competent and trained to handle such fireworks. No person under the age of 18 shall be employed by the permittee in connection with such sale.

c) The provisions of Oak Harbor Municipal Code Chapter 5.32 shall remain in full force and effect and nothing herein shall be construed as repealing the same.

5. Applications for permits shall be made in writing at least 10 days in advance of the date of the display in a manner prescribed by the ~~chief fire code official~~. After such privilege shall be granted, sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

6. Fireworks may be sold, purchased, issued, fired, or discharged in the City, except as provided in Paragraphs (11), (12), (13) and (14) below, as follows:

a) It is legal to sell and purchase consumer fireworks within the City from twelve o'clock noon to eleven o'clock p.m. on the twenty-eighth of June, from nine o'clock a.m. to eleven o'clock p.m. on each day from the twenty-ninth of June through the fourth of July, from nine o'clock a.m. to nine o'clock p.m. on the fifth of July, from twelve o'clock noon to eleven o'clock p.m. on each day from the twenty-seventh of December through the thirty-first of December each year, and as provided in RCW 70.77.311.

b) Consumer fireworks may be used or discharged each day between the hours of twelve o'clock noon and eleven o'clock p.m. on the twenty-eighth of June and between the hours of nine o'clock a.m. and eleven o'clock p.m. on the twenty-ninth of June to the third of July, and on July Fourth between the hours of nine o'clock a.m. and twelve o'clock midnight, and between the hours of nine o'clock a.m. and eleven o'clock p.m. on July fifth, and from six o'clock p.m. on December thirty-first until one o'clock a.m. on January first of the subsequent year, and as provided in RCW 70.77.311.

Nothing in this ordinance shall be construed as modifying, repealing or in any way affecting the ordinance regulating noise or nuisance.

7. Approved “No Smoking” signs shall be posted at conspicuous locations on all four sides of the fireworks stand or structure and such other places as may be designated by the inspecting authority. Each sign shall have the words “NO SMOKING BY ORDER OF THE FIRE MARSHAL” in red letters not less than two inches in height on white background. All signs shall be maintained in a legible condition.
8. Smoking and the discharge of fireworks shall be prohibited within 25 feet of any building or stand in which fireworks are sold at retail or stored after hours.
9. Each retail fireworks location shall have at least two water-type extinguishers of at least two and one-half gallon capacity.
10. There shall be no accumulation of dry grass, paper, cardboard, trash, lumber or other combustibles within 100 feet of any retail fireworks outlet.
11. Temporary structures or stands used for the retail sale of fireworks shall be removed from the premises within one week after the sale of such fireworks ends as regulated by RCW 70.77.311. Any such stand or structure remaining beyond one week may be removed by the regulating authority at the expense of the permittee or owner.
12. Fireworks shall not be sold or given to minor children under the age of sixteen.
13. It shall be unlawful to use, fire, or discharge any fireworks along the route of and during any parade or at any place of public assembly or in any commercial use district.
14. It shall be unlawful at any time to throw or toss any fireworks at any person, animal, vehicle or other thing or object.

~~(12)~~(13) Section ~~3301.2.3~~ 5601.2.3 is hereby amended to read as follows:

~~3301.2.3~~ 5601.2.3 Permit Restrictions. The fire code official is authorized to limit the quantity of explosives, explosive materials permitted at a given location. Permit restrictions for fireworks shall be as described in section ~~3301.1.3~~, 5601.2.3 No person, possessing a permit for storage of explosives at any place, shall keep or store an amount greater than authorized in such permit. Only the kind of explosive specified in such permit shall be kept or stored.

~~(13)~~(14) Section ~~3804.2~~ 6104.2 is hereby amended to read as follows:

~~3804.2~~ 6104.2 Maximum Capacity within Established Limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons in all areas within the City of Oak Harbor except as zoned industrial.

EXCEPTION: In particular installations, this capacity limit shall be determined by the fire code official, after consideration of special features such as topographical conditions.

**Section Two.** Oak Harbor Municipal Code Section 08.03.080, last adopted by §1 of Ordinance 1596 in 2010 is hereby amended to read as follows:

**8.03.080 Penalties.**

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(1) It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter and/or Chapter 8.05 OHMC as now in effect or hereafter amended or added to, or the technical codes.

(2) Civil Violation. Except as provided in subsection (5) of this section, any violation of any of the provisions of this chapter and/or Chapter 8.05 OHMC as now in effect or hereafter amended or added to, or of the technical codes, constitutes a civil violation as provided for in Chapter 1.28 OHMC, for which a monetary penalty may be imposed as provided therein and not to exceed \$250.00.

(3) Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person who intentionally or knowingly violates any of the provisions of this chapter and/or Chapter 8.05 OHMC as now in effect or as hereafter amended or added to, or the technical codes, shall be guilty of a misdemeanor and upon conviction shall be punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.

(4) Violations of Orders by the ~~Fire chief~~ fire code official. Persons operating or maintaining an occupancy, premises or vehicle subject to the International Fire Code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered to do so by the ~~fire chief~~ code official shall be guilty of a misdemeanor punishable by a fine of up to \$1,000 or a jail sentence of up to 90 days, or both such fine and jail time.

(5) Separate Offense. Each day or portion thereof upon which a violation occurs constitutes a separate offense under subsections (1), (2), (3) and (4) of this section.

(6) Destruction of Notice. It shall be unlawful for any person to remove, mutilate, destroy or conceal any notice issued and posted by the fire official pursuant to the provisions of this chapter or the fire code which violations shall be a civil offense as described in subsection (2) of this section.

**Section Three.** Oak Harbor Municipal Code Section 08.05.040, last adopted by §5 of Ordinance 1379 in 2004 is hereby amended to read as follows:

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**8.05.040 Fire flow requirements for buildings.**

(1) Scope. This is the procedure for determining fire flow requirements for all buildings or portions of buildings. Fire flow is the quantity of water in gallons per minute needed to control an anticipated fire in a building or group of buildings. Fire flow shall be determined in accordance with Section ~~508~~ 507 of the ~~IFC~~ International Fire Code and Appendix B of the ~~IFC~~ International Fire Code.

(2) Calculations shall be recorded on a form by the fire chief code official, or his designee, and made available for verification by the developer.

(3) Calculations shall depend on development variables which include, but are not limited to, type of construction, building height, roofing, materials and processes housed, and configurations of exposed areas. The fire chief code official shall determine whether or not a variable condition exists presenting additional hazards. The decision shall be made in accordance with nationally recognized standards for fire protection.

**Section Five.** Oak Harbor Municipal Code Section 08.05.060, last adopted by §3 of Ordinance 1515 in 2007 is hereby amended to read as follows:

**8.05.060 Automatic fire sprinkler requirements.**

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(1) All automatic fire sprinkler systems required under this section shall transmit alarms for tamper and fire to an approved monitoring station in accordance with nationally recognized standards for fire protection.

(2) Approved automatic fire sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

(a) Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 10,000 square feet;
- (ii) The fire area has an occupancy load of 300 or more;
- (iii) The fire area is located on a floor other than level of exit discharge; or
- (iv) The fire area contains a multi-theater complex.

(b) Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 5,000 square feet;
- (ii) The fire area has an occupancy load of 100 or more; or
- (iii) The fire area is located on a floor other than level of exit discharge.

(iv) Group A-2 nightclubs as defined in the International Fire Code.

(c) Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

- (i) The fire area exceeds 10,000 square feet;
- (ii) The fire area has an occupancy load of 300 or more; or

(iii) The fire area is located on a floor other than level of exit discharge.

EXCEPTION: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of discharge of the main entrance and exit.

(d) Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

(i) The fire area exceeds 10,000 square feet;

(ii) The fire area has an occupancy load of 300 or more; or

(iii) The fire area is located on a floor other than level of exit discharge.

~~Exception: Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of discharge of the main entrance and exit.~~

(e) Group A-5. An automatic sprinkler system shall be provided in concession stands, retail areas, press boxes, and other accessory use areas in excess of 1,000 square feet.

(f) Group B. An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 10,000 square feet.

(g) Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

(i) Throughout all Group E fire areas greater than 20,000 10,000 square feet in area.

(ii) Throughout every portion of educational buildings below the level of exit discharge.

(iii) For the purpose of this section, additions exceeding 60 percent of the value of such building or structure, or alterations and repairs to any portion of a building or structure within a 12-month period that exceeds 100 percent of the value of such building or structure shall be considered new construction. In the case of additions, fire walls shall define separate buildings.

EXCEPTIONS:

~~(+) 1.~~ Portable school classrooms, provided aggregate area of clusters of portable school classrooms does not exceed 5,000 square feet; and clusters of portable school classrooms shall be separated as required in Chapter 5 of the International Building Code.

~~(ii)~~ 2. Group E – Day Care. When not required by other provisions of this chapter, a fire-extinguishing system installed in accordance with NFPA 13 may be used for increases and substitutions allowed in Sections 504.2, 506.3, and Table 601 of the building code.

(h) Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

(i) Where a Group F-1 fire area exceeds 10,000 square feet;

(ii) Where a Group F-1 fire area is located more than three stories above grade; or

(iii) Where the combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.

(iv) Woodworking Operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area which generate finely divided combustible waste or which use finely divided combustible materials.

(i) Group F-2. An automatic sprinkler system shall be provided for Group F-2 occupancies where the fire area exceeds 10,000 square feet.

(j) Group H. Automatic sprinkler systems shall be provided in high-hazard occupancies as follows:

(i) General. An automatic sprinkler system shall be installed in Group H occupancies.

(ii) Group H-5 Occupancies. An automatic sprinkler system shall be installed throughout buildings containing Group H-5 occupancies. The design of the sprinkler system shall not be less than that required under the International Building Code for the occupancy hazard classifications in accordance with Table 903.2.4.2 of the International Fire Code.

Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

(iii) Pyroxylin Plastics. An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds.

(k) Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I fire area.

EXCEPTION: An automatic sprinkler system installed in accordance with Section 903.3.1.2 or 903.3.1.3 of the International Fire Code shall be allowed in Group I-1 facilities.

(l) Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

- (i) Where a Group M fire area exceeds 10,000 square feet;
- (ii) Where a Group M fire area is located more than three stories above grade;~~or~~ plane.
- (iii) Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
- (iv) A group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000. Square feet (464 m2).

~~(iv)~~ (v) 903.2.7.1 High-Piled Storage. An automatic sprinkler system shall be provided as required in Chapter ~~23~~ 32 of the International Fire Code in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.

(m) Group R. An automatic sprinkler system installed in accordance with Section 903.3 of the International Fire Code shall be provided throughout all buildings with a Group R fire area.

(n) Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

- (i) Where a Group S-1 fire area exceeds 10,000 square feet;
- (ii) Where a Group S-1 fire area is located more than three stories above grade;~~or~~ plane.
- (iii) Where the combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
- (iv) A Group S-1 occupancy used for storage of upholstered furniture or mattresses exceeds 2500 square feet (232 ms).

Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the International Building Code, as follows:

- (A) Buildings with a fire area containing a repair garage exceeding 10,000 square feet.

(B) Buildings with a repair garage servicing vehicles parked in the basement.

(C) A group S1 fire area used for the repair of commercial trucks or buses where the fire area exceeds 5000 square feet (464 m<sup>2</sup>).

Bulk Storage of Tires. Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 of the International Fire Code.

(o) Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as an enclosed parking garage in accordance with Section 406.3 of the International Building Code or where located beneath other groups.

EXCEPTION: Enclosed parking garages located beneath Group R-3 occupancies.

~~(+)~~ 1. Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the fire area exceeds 5,000 feet.

(p) Windowless Stories in All Occupancies. An automatic sprinkler system shall be installed in the locations set forth in Sections ~~903.2.10.1~~ 903.2.11.1 through ~~903.2.10.1.3~~ 903.2.11.3 in the International Fire Code.

EXCEPTION: Group R-3 and Group U.

(q) Rubbish and Linen Chutes. An automatic sprinkler system shall be installed as set forth in Section ~~903.2.10.2~~ 903.3.1.1 of the International Fire Code.

(r) Buildings 55 Feet or More in Height. An automatic sprinkler system shall be installed as set forth in Section ~~903.2.10.3~~ 903.2.11.3 of the International Fire Code.

(s) During Construction. Automatic sprinkler systems required during construction, alteration and demolition operations shall be provided in accordance with Section ~~4413~~ 3313 of the International Fire Code.

(t) Other Hazards. Automatic sprinkler protection shall be provided for the hazards indicated in Sections ~~903.2.12.1~~ 903.2.11.4 and ~~903.2.12.2~~ 903.2.11.5 in the International Fire Code.

(u) Other Required Suppression Systems. In addition to the requirements of Section 903.2 of the International Fire Code, the provisions indicated in Table ~~903.2.13~~ 903.2.11.6 of the International Fire Code also require the installation of a suppression system for certain buildings and areas.

(3) Installation Requirements. Automatic sprinkler systems shall be designed and installed in accordance with Sections 903.3.1 through 903.3.7 of the International Fire Code.

(4) Sprinkler system monitoring and alarms shall meet the requirements in accordance with Sections 903.4 of the International Fire Code.

(5) Testing and maintenance of sprinkler systems shall meet the requirements in accordance with Section 903.5 of the International Fire Code.

(6) Existing Buildings. The provisions of this section are intended to provide a reasonable degree of safety in existing structures not complying with the minimum requirements of the International Building Code by requiring installation of an automatic fire-extinguishing system in accordance with Section 903.6 of the International Fire Code.

**Section Six.** Oak Harbor Municipal Code Section 08.05.070, last adopted by §8 of Ordinance 1379 in 2004 is hereby amended to read as follows:

**8.05.070 Automatic fire detection system requirements.**

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(1) Section 907 of the ~~IFC~~ International Fire Code shall be used as a guide for the installation, inspection, and maintenance of an acceptable minimum automatic fire-detection system when such system is required by this section, one copy of which is to be filed in the office of the city clerk, and by reference made a part of this chapter as if fully set out herein.

(2) When approved by the fire ~~chief~~ code official, and not otherwise required by the building or fire codes, an approved automatic sprinkler system may be substituted for an automatic fire detection system required herein.

(3) ~~The following Commercial buildings exceeding 2,500 square feet gross floor area~~ shall be equipped, as a minimum, with an automatic and/or manual fire detection system (throughout), that shall alert all occupants of the building when fire is detected and shall transmit an alarm for fire to a U.L. listed and approved monitoring station.

~~(a) Buildings that contain a Group A-1, A-2, A-3, A-4, or A-5 occupancy with an occupant load of 50 or more;~~

~~(b) Group B occupancies exceeding 2,500 square feet gross floor area;~~

~~(c) Group E occupancies with an occupant load of 50 or more;~~

~~(d) Group F occupancies exceeding 2,500 square feet gross floor area;~~

~~(e) Group H occupancies;~~

~~(f) Group I occupancies shall be equipped with a manual and automatic fire detection system in accordance with the IFC;~~

~~(g) Group M occupancies exceeding 2,500 square feet gross floor area;~~

~~(h) Group R occupancies;~~

~~(i) Group S occupancies exceeding 2,500 square feet gross floor area.~~

**Section Seven.** Oak Harbor Municipal Code Section 08.05.090, last adopted by §10 of Ordinance 1379 in 2004 is hereby amended to read as follows:

**8.05.090 Regulations.**

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The fire ~~chief code official~~, with approval of the administrator, is authorized to make and enforce such rules and regulations as may be necessary to carry out the intent of this chapter. Three certified copies of the rules and regulations shall be filed with the clerk and shall be published by posting on the public bulletin at City Hall three weeks prior to effective date. Copies of regulations shall be available at the fire station upon request. Copies shall be supplied to city councilmembers on adoption.

**Section Eight.** Oak Harbor Municipal Code Section 08.05.100, last adopted by §11 of Ordinance 1379 in 2004 is hereby amended to read as follows:

**8.05.100 Appeals.**

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Whenever the ~~chief fire code official of the department~~ shall disapprove an application or permit applied for, or when it is claimed that these provisions do not apply or that the true intent and meaning of these provisions have been misconstrued or wrongly interpreted, the applicant may appeal the decision to the fire ~~chief code official~~ within 30 days from the date of the decision to be appealed. Permits for development under this code are Type I review process.

**Section Nine.** Oak Harbor Municipal Code Section 08.10.140, last adopted by Ordinance 1321 in 2002 is hereby amended to read as follows:

**8.10.140 Fire access – Fire apparatus access roads.**

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(1) Fire apparatus access roads shall be provided for every facility, building or portion of a building when any portion of an exterior wall of the first story is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility. Exceptions:

(a) When buildings are completely protected with an approved fire sprinkler system, the provisions may be modified by the ~~chief fire code official~~.

(b) When access roads cannot be installed due to location on property, topography, or nonnegotiable grades, the ~~chief fire code official~~ may require additional fire protection systems.

(2) More than one fire apparatus access road shall be required when it is determined by the ~~chief fire code official~~ that access by a single road might be impaired by vehicle congestion or other factors that could limit access.

(3) Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet, six inches. Exception:

(a) Vertical clearance may be reduced when approved and signs are installed and maintained indicating the established vertical clearance.

(4) Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus as necessary and shall be provided with an all weather driving surface. Inside the

city, a paved surface is required. A time period for paving fire apparatus access roads may be established at time of annexation.

(5) Fire apparatus access roads shall have a turning radius of not less than 40 feet and a maximum grade of 10 percent.

(6) Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for turning around of fire apparatus.

(7) Bridges used as part of fire apparatus access roads shall be approved and maintained in accordance with nationally recognized standards. Vehicle load limits shall be posted at both entrances to bridges.

(8) Traffic calming devices shall be prohibited unless approved by the fire code official.

~~(8)~~(9) When required by the chief fire code official, approved signs or other approved notices shall be provided and maintained for fire apparatus access roads to identify such roads and prohibit obstruction by parking or other obstructions. See general operating provisions.

**Section Ten.** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances is not affected.

**Section Eleven.** Effective Date. This Ordinance shall be in full force and effect five days after publishing.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

\_\_\_\_\_  
Grant K. Weed, Interim City Attorney

Introduction:  
Adopted:  
Published:

# City of Oak Harbor City Council Agenda Bill

**Bill No.** 9.a.  
**Date:** July 2, 2013  
**Subject:** Termination of Marina  
C-Dock Roof Replacement  
Project – Resolution 13-16

**FROM:** Steve Powers  
Development Services Director

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

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**PURPOSE**

This agenda bill presents a resolution that if adopted will terminate the City's efforts to replace the damaged C-Dock roof at the Oak Harbor Marina.

**AUTHORITY**

RCW 35A.11.020 provides that code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law. These powers may be exercised in regard to the improvement and maintenance of real property of all kinds and of structures.

**FISCAL IMPACT DESCRIPTION**

Funds Required: The termination of this project will by itself not require the expenditure of any funds. The demolition of the posts, beams and trusses that once supported the roof will require staff time and perhaps some minor expenditure for supplies.

Appropriation Source: Marina Fund 410

**SUMMARY STATEMENT**

More than three years has passed since the western half of the C-Dock roof was damaged in a storm. Efforts to design and install a replacement roof have been hampered by fire code compliance difficulties and permit problems with other agencies. The history of this project and its challenges is summarized in a memo dated May 21, 2013 (Attachment A). While the fire code compliance issues have been solved (although at a much higher cost than originally estimated), the permit problems still remain. In short, the City cannot replace the roof without (1) having been granted a time extension to the original Marina

# **City of Oak Harbor City Council Agenda Bill**

redevelopment permits, or (2) starting a new permit process with the Corps of Engineers, Department of Ecology and Department of Natural Resources. It is not clear when or if the City's request for a time extension will be approved. Starting a new permit process will require the hiring of environmental and/or engineering consultants to assist with the JARPA process.

Additionally, decisions regarding the C-Dock roof project should also be made in the context of how they fit within the overall Marina Redevelopment Program and in recognition of the age of the facility. Simply put, building a brand new roof structure on top of 39 year old floats may not make economic sense given the evolution of boating design and preferences.

For the reasons stated above, staff recommends that a new roof not be constructed on that portion of C-Dock that was damaged in January 2010. A resolution directing staff to terminate efforts to replace the roof and to demolish the remaining support structure is presented for the Council's consideration (Attachment B).

## **CITY COUNCIL WORKSHOP**

Staff briefed the Council on this item at the May 29, 2013 City Council workshop.

## **MARINA ADVISORY COMMITTEE**

On June 3, 2013 the Marina Advisory Committee forwarded a recommendation to the City Council (by a vote of 3-0) that the City no longer pursue the replacement of C-Dock roof and that it move forward with removing the existing posts and beams.

## **RECOMMENDED ACTION**

Approve Resolution No.13-16

## **ATTACHMENTS**

- A. Marina / C-Dock Roof Project memo dated May 21, 2013
- B. Resolution No. 13-16

RESOLUTION NO. 13-16

**A RESOLUTION OF THE CITY OF OAK HARBOR TERMINATING EFFORTS TO REPLACE THE MARINA C-DOCK ROOF**

WHEREAS, in January 2010 a portion of the western half of the Oak Harbor Marina C-Dock roof was damaged during a significant wind event; and

WHEREAS, the City of Oak Harbor originally intended to replace said roof and undertook efforts to do so; and

WHEREAS, those efforts have been hampered due to certain code and permitting challenges; and

WHEREAS, while the code and permitting challenges can be solved, the solutions are significantly more costly than originally estimated; and

WHEREAS, leaving thirteen 40-foot slips uncovered provides a greater number of slips capable of handling today's larger boats and is consistent with the goal of the Marina Redevelopment Program to increase the number of larger slips available for moorage; and

WHEREAS, building a brand new roof structure on top of 39 year old floats is not a wise financial or operational decision for the Marina; and

WHEREAS, the Marina Advisory Committee did on June 3, 2013 forward a recommendation to the City Council (by a vote of 3-0) that the City no longer pursue the replacement of C-Dock roof and that it move forward with removing the existing posts and beams; and

WHEREAS, the City Council did consider that recommendation in a public meeting held on July 2, 2013.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that City staff is directed to terminate efforts to replace the western half of the C-Dock Roof damaged by a storm event in January 2010 and staff is also directed to take the necessary steps to demolish the existing posts, beams and trusses that once supported the roof.

PASSED by the City Council of the City of Oak Harbor and approved by its Mayor this 2<sup>nd</sup> day of July, 2013.

CITY OF OAK HARBOR

\_\_\_\_\_  
SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

\_\_\_\_\_  
Valerie J. Loffler, City Clerk

\_\_\_\_\_  
Grant Weed, Interim City Attorney

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**MEMORANDUM**

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**TO:** MAYOR SCOTT DUDLEY  
**FROM:** STEVE POWERS, DEVELOPMENT SERVICES DIRECTOR *SP*  
**SUBJECT:** MARINA / C-DOCK ROOF PROJECT  
**DATE:** MAY 21, 2013  
**CC:** LARRY CORT, CITY ADMINISTRATOR

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**PURPOSE:**

This memo presents staff's recommendation that the damaged C-Dock roof not be replaced.

**INTRODUCTION:**

In January 2010, a portion of the western half of the Oak Harbor Marina C-Dock roof was damaged during a significant wind event.<sup>1</sup> The damaged roof provided cover to thirteen slips. Following the damage, the City's insurer indicated that the damage was covered under the City's policy and recommended the City hire a structural engineer for review of the structure and to develop plans and specifications to replace the roof material. The City retained the services of Reid Middleton, Inc. for this work (June 2010) and a report was completed (August 2010). The City then retained Reid Middleton to prepare plans and specifications for the repair project (December 2010). The project was put out to bid and a construction contract was awarded to Roosendaal Honcoop (RH) in the amount of \$151,223.44 (May 2011), followed shortly by the issuance of a Notice to Proceed (June 2011).

There are two major issues that affected the project from this point forward and both of them relate to permitting. One is how the project was designed to meet the current fire code. The other pertains to permits or approvals from other agencies.

**BUILDING PERMIT AND FIRE CODE COMPLIANCE**

When the plans as prepared by Reid Middleton were submitted to the Building Division and to the Fire Department for their review and permit approval, it was discovered that the proposed design did not meet current fire code standards. The non-compliant design included the use of a fiberglass reinforced panel that was intended to burn and melt away at a prescribed temperature and within a prescribed time limit. This melting away effect is necessary to provide the required venting during a fire. In an effort to keep the project moving forward, the plans were approved (May 2011) with the condition that the originally specified fiberglass material be substituted with a polycarbonate. The substituted material required approval by the Fire Department before it was installed. Significant effort was expended by the consultant, the contractor and staff to find a material that would meet all of the necessary code and structural requirements within a timeframe that would allow the contract to proceed in a timely fashion. Those efforts were not successful and resulted in the Fire Marshall rejecting the polycarbonate material based upon testing (August

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<sup>1</sup> The roof over slips C-10, C-12, C-14, C-16, C-18, C-20, C-22, C-24, C-26, C-28, C-30, C-32 and C-34 was either blown off or damaged.

2011). The contract with RH was suspended (August 2011) and then terminated (September 2011). The contractor was compensated for their work as required by the contract (December 2011).

During this same timeframe, Reid Middleton staff continued to evaluate other means to meet the fire code, namely mechanical vents and fire sprinklers. Their evaluation concluded with a recommendation that fire sprinklers be installed (August 2011). Fire sprinklers could not be installed however without extending a new water service to the Marina. The cost of extending the new service was prohibitive both in terms of the actual cost to the Marina and the relative cost compared to the small number of slips to initially benefit from this infrastructure (13 slips).

Also during this same timeframe, the City and Reid Middleton discussed ways to get the project back on track. Reid Middleton agreed to redesign the project to meet the appropriate fire code standards and entered into contract to do so at no cost to the City (January 2012). The contract required a bid ready set of plans be produced by June 29, 2012.

Plans and specifications were prepared, with the redesigned project utilizing roof vents to meet the fire code requirements. The estimated cost of the redesigned project was \$392,000, which was more than twice the original contract amount. This amount equates to approximately \$30,154 per slip.

#### **PERMITTING**

The City has an aquatics land lease with DNR for a majority of the property associated with the Marina. The boilerplate language in the lease requires the City to obtain plan approval from DNR for major repairs or reconstruction projects. The relevant language is shown below:

##### **Construction, Major Repair, Modification, and Demolition**

- (a) This Subsection 7.3 governs construction, alteration, replacement, major repair, modification, demolition, and deconstruction of Improvements (“Work”). Section 11 governs routine maintenance and minor repair of Improvements and the Property.
- (b) Except in an emergency, Tenant shall not conduct any Work, except as described in Exhibit B, without State’s prior written consent, as follows:
  - (1) State may deny consent if State determines that denial is in the best interests of the State. State may impose additional conditions reasonably intended to protect and preserve the Property. If Work is for removal of Improvements at End of Term, State may waive removal of any or all Improvements.
  - (2) State will deny consent for any Work that provides for
    - (i) Placement of fill below ordinary high water, unless fill is intended for mitigation in accordance with Exhibit B,
    - (ii) Construction of new bulkhead, or
    - (iii) An increase in the total square footage of covered moorage
  - (3) *Except in an emergency, Tenant shall submit to State plans and specifications describing the proposed Work concurrent with submitting permit applications to regulatory authorities unless Tenant*

*and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work* (emphasis added).

- (4) State waives the requirement for consent if State does not notify Tenant of its grant or denial of consent within sixty (60) days of submittal.

Per the language shown above no work may proceed without prior written approval from DNR and DNR may impose their own conditions (in addition to those required by other permitting agencies, if applicable).

There is an exception to these requirements as outlined in Exhibit B to the lease. The relevant language from Exhibit B is shown below:

#### IV. RENOVATION, REPAIRS AND NEW CONSTRUCTION

- C. **Planned Marina Redevelopment.** As of the Commencement Date, Tenant secured permits for phased reconstruction and upgrading of the existing marina facilities. Tenant has not secured funding for this work and the City Council has not determined whether to implement the full scope of work.

Permits current as of the Commencement Date include Section 404 permit issued by the United States Army Corps of Engineers (Permit #: NWS-2007-951-NO, issued on October 31, 2008), Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife, (Permit #: 111469-1 issued on January 25, 2008), and a Shoreline Conditional Use Permit (Permit #: PLN-07-00010), issued on November 28, 2008), Department of Ecology Conditional Use or Variance Permit, issued on March 28, 2008, (collectively "Commencement Permits"). Tenant anticipates that the permits will expire before all of the authorized work is funded or completed.

State grants its approval for work authorized under the Commencement Permits. *Unless otherwise explicitly required under this Exhibit B, State does not require Tenant to submit plans and specifications as required by Section 7.3 of the Lease for work authorized under the Commencement Permit. For work not authorized under the Commencement Permits and if any Commencement Permit expires before the work described below is complete, Tenant shall submit plans and specification to State and obtain State's approval of work in accordance with Section 7.3* (emphasis added).

The redevelopment permits included constructing new covered moorage. Following the language of the lease, the City believed it did not need to get DNR approval to replace the existing, damaged roof so long as the redevelopment permits (aka the Commencement Permits) were valid.

Knowing that the United States Army Corps of Engineers (the Corp) permit would expire on October 31, 2011, City staff contacted that agency in advance of that date to seek an extension.

In response to that request the City was informed that an extension could not be acted upon until two issues were addressed. One issue was the submittal of a mitigation monitoring report as required by conditions of the redevelopment permit. The other issue pertained to what the Corps refers to as unauthorized activity. In short, the Corps believes that several of the existing in-water structures were never permitted by them and are therefore unauthorized.

City staff has been working to address both of these issues. A mitigation monitoring report was prepared by a qualified environmental firm and will be submitted to the Corps very shortly. Staff has also submitted documentation to the Corps attempting to prove that the structures they view as unauthorized were funded and permitted by other agencies. To date the Corps has not changed their opinion of these structures. Staff continues to coordinate with the Corps on resolving this issue.

Until such time as it is resolved, an extension of the Commencement Permits will not be considered by the Corps. Without an extension, the roof cannot be replaced without first receiving DNR's approval and receiving new permits from DOE and, ironically, the Corps.

If the City needs to seek new permits to replace the damaged covered moorage, the terms of the DNR lease addressing renovation, repairs and new construction will apply. Several of the lease provisions require features to be constructed that increase the amount of light that pass through overwater structures. The relevant portions of the lease are shown below (with emphasis added):

#### IV. RENOVATION, REPAIRS AND NEW CONSTRUCTION

- A. Conservation Measures. *Whenever replacing, renovating, or repairing improvements, regardless of whether under Section 7 or Section 11 of the Lease, or constructing new improvements, Tenant shall implement the following conservation measures:*
- Install only flotation material that is encapsulated in a shell resistant to ultraviolet radiation and/or abrasion and which prevents breakup or release of flotation material to the water.
  - Do not use vehicle tires as flotation material or as dock or float bumpers that come into contact with the water at any time.
  - For floats with the potential to ground out (come in contact with the underlying tidelands), provide stoppers set to a height sufficient to keep the bottom of the floats at least twelve (12) inches above the substrate at all times. Minimize the number of pilings used in new construction, thereby minimizing changes to existing sediment transport.
  - *Maximize light passage through overwater structures as follows:*
    1. *The main walkway and laterals shall be at least fifty (50) percent grated, with the grating having at least sixty (60) percent open space, for both covered and non-covered docks. This shall apply to all docks 8 feet in width and greater, unless those docks are designed to be ADA compliant, in which case ADA standards for open space in the grating shall apply. See #5 below.*

2. Finger floats less than 8 feet in width in the uncovered moorage area shall utilize grating on 25% of the float area.
3. Where dead loads such as gangways, electrical units, and other stationary loads are present, the maximum amount of grating (up to 50%) will be used in the float as is structurally feasible to support the required dead loads.
4. ***Finger floats in covered moorage areas are not required to have grating but shall incorporate grating if structurally feasible. Grating on the main walkways and laterals in covered moorage areas shall be incorporated to the maximum extent that it is structurally feasible and shall have a minimum of 40% open space in the grating.***
5. According to the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) the Oak Harbor Marina is required to have a minimum of six (6) ADA accessible slips for a marina of their size (301-400 slips). ADA accessible slips must at a minimum meet the grating requirements defined in standard 4.5.4 of the ADAAG.
  - Orient night lighting to minimize the amount of light shining directly onto the water.
  - Make every reasonable effort to minimize noise during nighttime operations
  - Post no-wake signs throughout the leasehold to minimize noise and sediment re-suspension.
  - Install storm drain filters on all storm drains that discharge directly into the bay.
  - Inspect filters monthly and replace as needed. Annually submit verification of the inspections and filter replacements to State.
  - Do not use treated wood timbers or pilings below the waterline. Use steel or concrete for new or replacement piles.
  - When feasible, remove structures/fixtures that are no longer in operation or use.
  - Maintain the dredge basin with a depth gradient shallower toward shore to avoid deep pockets that can act as unflushed holding basins.
  - ***Before construction or replacement of covered storage, Tenant shall submit plans and specifications showing the location for State approval in accordance with Section 7.3 of the Lease<sup>2</sup>.***

Given DNR's clear preference for increasing the amount of light that penetrates structures shading the water, staff is not convinced that their approval would be granted without requiring

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<sup>2</sup> Please note Section 7.3 permits the State to deny consent for improvements if they determine that denial is in the best interests of the State. It also permits them to impose additional conditions reasonably intended to protect and preserve the property.

the City to construct significant mitigation measures in either the floats or the roof. Securing new permits will also mean the expenditure of additional funds for various consultants.

#### **COVERED MOORAGE AND EXISTING SLIP MIX**

The Marina has 420 slips with 217 open permanent slips and 135 covered permanent slips (prior to the damage) of varying sizes, with the remainder of slips being either conditional or temporary moorage. It was constructed in 1974 and the mixture of slip sizes is reflective of the boat sizes of that era. The longer and taller boats of today require larger slips. While covered moorage helps protect boats from the elements, many larger boats and all sail boats are incapable of utilizing covered moorage as exists in Oak Harbor. In fact, over time various marina tenants have cut notches or openings into some of the roof beams in order to allow their boats to pass underneath. Leaving thirteen 40-foot slips uncovered provides a greater number of slips capable of handling today's larger boats. In fact, a key component of the Marina Redevelopment Program sought to increase the number of larger slips available for moorage.

#### **CONCLUSION**

More than three years has passed since the western half of the C-Dock roof was damaged in a storm. Efforts to design and install a replacement roof have been hampered by fire code compliance difficulties and permit problems with other agencies. While the fire code compliance issues have been solved (although at a much higher cost than originally estimated), the permit problems still remain. In short, the City cannot replace the roof without (1) having been granted a time extension to the original Marina redevelopment permits, or (2) starting a new permit process with the Corps of Engineers, Department of Ecology and Department of Natural Resources. It is not clear when or if the City's request for a time extension will be approved. Starting a new permit process will require the hiring of environmental and/or engineering consultants to assist with the JARPA process.

Finally, decisions regarding the C-Dock roof project should also be made in the context of how they fit within the overall Marina Redevelopment Program and in recognition of the age of the facility. Simply put, building a brand new roof structure on top of 39 year old floats may not make economic sense given the evolution of boating design and preferences.

#### **RECOMMENDATION**

For the reasons stated above, staff recommends that a new roof not be constructed on that portion of C-Dock that was damaged in January 2010.

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. 9.b.  
Date: July 2, 2013  
Subject: North Reservoir – Amendment  
No. 1 to the Professional  
Services Agreement with Hedeem  
& Caditz, PLLC

**FROM: Cathy Rosen, Public Works Director  
Joe Stowell, City Engineer**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is to seek a motion authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Hedeem & Caditz, PLLC increasing the contract dollar amount from \$20,000 to \$28,640.

**AUTHORITY**

The Oak Harbor Municipal Code states:

***2.310.070 Emergency procurements.***

*Notwithstanding any other provisions of this chapter, the mayor or his/her designated agent(s) may make or authorize others to make emergency procurements of materials, supplies, equipment, services or public works, without complying with the requirements of this chapter, when there exists a threat to public health, welfare, or safety or where the city may suffer a substantial monetary loss by reason of the time required to follow regular purchasing procedures; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract, which shall be reported to the city council at the next subsequent meeting. (Ord. 1470 § 2, 2006).*

**FISCAL IMPACT DESCRIPTION**

Funds Required: \$8,640.00  
Appropriation Source: Water Fund 401

**SUMMARY STATEMENT**

A professional services contract with Hedeem & Caditz was approved by City Council on August 8, 2012 in the amount of \$20,000. Hedeem & Caditz is a law firm that specializes in construction

projects and provided a legal review of the Project Manual for the North Reservoir Project.

The review was completed and incorporated their comments into the final Project Manual. Bids for the project were opened on April 3, 2013 where Veterans Northwest Construction, LLC. of Seattle, WA was the apparent low qualified bidder. The apparent second lowest qualified bidder, T. Bailey, Inc. of Anacortes, WA sent a letter to city staff on April 5, 2013 stating that, according to the contractor qualification requirements contained in the North Reservoir Project Manual, Veterans Northwest Construction was not a qualified bidder for the project.

Staff did not agree with T. Bailey's interpretation of the qualification requirements and felt that there was potential monetary loss to the City in the form of a formal bid protest, project delay and possible legal action. Because of his early work in reviewing the Project Manual, Arne Hedeem of Hedeem & Caditz, LLC was authorized to assist staff by reviewing contractor qualification requirements, performing a review of applicable public contracting law and drafting a recommendation for awarding the contract. Upon completion of his review, Mr. Hedeem recommended awarding the contract to Veterans Northwest Construction, LLC, the low bidder.

Construction of the North Reservoir has begun and progress to date is good.

#### **PREVIOUS CITY COUNCIL ACTION**

*May 7, 2013* – City Council authorized the award of the North Reservoir Project to Veterans Northwest construction, LLC, in the amount of \$4,486,324.12 plus all applicable taxes; and authorized the City Engineer to administratively approve changes to the construction contract totaling not more than \$200,000.00.

*January 15, 2013* – City Council authorized staff to proceed with advertisement of the North Reservoir Construction Project for competitive bidding.

*August 8, 2012* – City Council authorized the Mayor to execute a professional services agreement with Hedeem & Caditz for legal services associated with the North Reservoir Project with a not to exceed limit of \$20,000.

#### **RECOMMENDED ACTION**

A motion authorizing the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Hedeem & Caditz, PLLC increasing the contract dollar amount from \$20,000 to \$28,640.

#### **ATTACHMENTS**

- Contract Amendment No. 1
- April 5, 2013 Letter from T. Bailey, Inc
- April 24, 2013 Award Recommendation Memo

<b>Professional Services Agreement Amendment Number 1</b>	Organization and Address	
Original Agreement Title: Professional Services Agreement Hedeem & Caditz, PLLC	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239  Phone: 360-279-4500	
Project Number: ENG 06-43-A	Execution Date 8-13-2012	Completion Date (Prior) 7-31-2013
Project Title North Reservoir	New Maximum Amount Payable  \$ 28,640	
Description of Work Legal services related to the North Reservoir Project		

The City of Oak Harbor  
desires to supplement the agreement entered into with Hedeem & Caditz, PLLC  
and executed on August 13, 2012 and identified as the North Reservoir Project

All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:  
Review of the bidder responsibility documents related to the award of the North Reservoir Project

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**SCOPE OF WORK** is hereby changed and supplemented with the following:  
None

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**PROJECT COMPLETION DATE AMENDED TO:** No Change  
**TIME OF COMPLETION – SCOPE OF SERVICES:** No Change

**PAYMENT** shall be amended as follows:

Work performed pursuant to this Agreement shall on a time and materials basis not exceed \$28,640.

Payment shall be made in accordance with the terms and conditions described in the original contract.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date



April 5, 2013

**City of Oak Harbor**  
865 SE Barrington Drive  
Oak Harbor, WA 98277

[apeterschmidt@oakharbor.org](mailto:apeterschmidt@oakharbor.org)

Attn: Mr. Arnold Peterschmidt, PE

RE: North Reservoir Proposal

Mr. Peterschmidt:

We write to you in reference to the North Reservoir project bid dated 4/3/13. We have serious concerns regarding the bid submitted by Veterans NW that we wish to share with the City for its consideration.

Special Provision 1-02.2.C.1 requires that Bidders, "Demonstrate successful past experience and competence in managing and constructing no less than two (2) similar public works construction projects in the last three (3) years. Similar projects may be those involving steel erection, tank installation and associated painting, site work, asphalt roadway and utility installation." By using the word "associated" the bid documents make clear that the painting, site work, asphalt and utility installation must be in conjunction with steel tank erection, and not stand alone projects or part of other unrelated work. Obviously, it is the bidder, and not their subcontractors, that must have completed two (2) similar projects in the last three (3) years.

This Project involves construction of a 4.0MG Reservoir and Foundation, with all associated systems and coatings plus extensive sitework, site piping and complex paving systems. In reviewing the qualifications offered by Veterans NW we noted that they listed a Child Development Center, a \$12 MM track refurbishment project, and a heating oil tank replacement. None of these projects involve steel tank erection. Their submittal does not reflect that they have ever erected any steel tanks, much less two similar projects in the last three years. Because they have erected zero (0) steel tanks, they have also done zero associated work. They quite literally have no experience in steel tank erection and associated work.

In contrast we have erected the following similar projects in the last three years:

- #919 640 Zone Reservoir, 4.0 MG, 2010-2011
- #886 Roads End Reservoir, 4.25 MG, 2008-2009
- #884 Peterson Point Reservoir, 4.0 MG, 2008

If we go further back in our resume, T BAILEY has completed many more tanks well exceeding the minimum volume criteria. We have also completed numerous Gray & Osborne designed projects. T BAILEY most typically performed and managed site earthwork, piping, foundation and tank work with its in-house expert personnel.



**City of Oak Harbor**

Re: North Reservoir Proposal  
Attn: Mr. Arnold Peterschmidt, PE

4/05/13

Page 2

We also noted that Veterans NW failed to verify responsibility criteria for each of the first tier subcontractors as required by the bid documents. Specifically, they did not provide any documentation relating to site work/site, utilities, piping, paving, concrete, electrical or controls subcontractors. There is no indication that Veterans NW self performs these major critical components of the project as enumerated in Special Provision 1-02.1 A (last paragraph starting with "Additionally...").

Having identified the criteria by which it would review the bids we trust the City will give due consideration to these major points and consider Veterans NW a non-responsible and unqualified bidder.

Best regards.

T BAILEY, INC.  
[www.tbailey.com](http://www.tbailey.com)

Gene Tanaka, Founder  
President/CEO



# Memorandum



TO: Cathy Rosen  
Public Works Director

FROM: Arnie Peterschmidt, P.E.  
Project Engineer

SUBJECT: Oak Harbor North Reservoir Project Bid  
Bid Evaluation and Award Recommendation

DATE: April 24, 2013

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## The Project

As you are aware, the Washington State Department of Health (WSDOH) is the primary regulator of public water systems in the State. WSDOH requires that public water systems have adequate physical, financial and managerial capacity to serve existing and anticipated future customers. WSDOH requires water systems demonstrate adequate capacities to serve additional water customers. Oak Harbor is a growing community and the Water Utility needs additional water storage capacity to serve current and future customers and in order to remain in compliance with DOH standards.

This need for additional water storage capacity was identified in the *2003 Oak Harbor Comprehensive Water System Plan*. An engineering analysis of the water supply and distribution system was performed in 2008 to determine the best available location for a new reservoir. The North Reservoir site was selected because water stored at this location will be available to the entire water service area at a lower cost than would be possible at other available sites. The North Reservoir is the center piece of a series of capital projects intended to increase water system capacity, reliability and to resolve current water service deficiencies.

The Oak Harbor North Reservoir Project involves the construction of a 4-million gallon welded steel drinking water reservoir together with associated site work, storm drainage and utility installation, roadway, paving and electrical power installation as described more fully in the plans and technical specifications for the Project.

The Engineer's estimate for the work is \$4,984,541.77.

## Applicable Bidding Statutes and Special Provisions

The following are some of the applicable bidding statutes and bidding provisions in the City's Contract Documents.

RCW 35A.40.210 and RCW 35.23.352 – Code City Competitive Bidding Statutes

Competitive bidding and award to the lowest responsible bidder is required by the Code City public works competitive bidding statutes, RCW 35A.40.210 and RCW 35.23.352.

RCW 35A.40.210 provides in pertinent part:

Procedures for any public work or improvement for code cities shall be governed by RCW 35.23.352. . . . .

RCW 35.23.352 provides pertinent part:

. . . . Whenever the cost of the public work or improvement, including materials, supplies and equipment, will exceed these figures, the same shall be done by contract. All such contracts shall be let at public bidding upon publication of notice calling for sealed bids upon the work. The notice shall be published in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least thirteen days prior to the last date upon which bids will be received. The notice shall generally state the nature of the work to be done that plans and specifications therefore shall then be on file in the city or town hall for public inspections, and require that bids be sealed and filed with the council or commission within the time specified therein. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond to the council or commission for a sum of not less than five percent of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. The council or commission of the city or town shall let the contract to the lowest responsible bidder or shall have power by resolution to reject any or all bids and to make further calls for bids in the same manner as the original call. . . . .

The Contract Documents reflect the statutory obligation to award to the low responsible bidder with a responsive bid. The Call for Bids provides:

The City of Oak Harbor expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

2012 WSDOT Standard Specification Section 1-03.1, Consideration of Bids, provides:

. . . .  
The right is reserved by the Contracting Agency to waive informalities in the bidding, accept a Proposal of the lowest responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the Work, or require the Work to be done in another way if the best interest of the Contracting Agency is served.  
. . . .

RCW 39.04.350(1) -- Statutory Bidder Responsibility

RCW 39.04.350(1) requires bidders meet certain minimum responsibility criteria as set forth in the statute. The City included the statutory bidder responsibility criteria in Special Provisions Sections 1-02.1.A and .B.

RCW 39.04.350(2) -- Supplemental Bidder Responsibility

RCW 39.04.350(2) permits the City to include relevant supplemental criteria for determining bidder responsibility applicable to a particular project. Pursuant to the authority granted by RCW 39.04.350(2), the City included supplemental bidder responsibility criteria in Special Provisions Sections 1-02.1.C- E.

The City prepared Special Provisions Section 1-02.1.C Relevant Experience in accordance with guidance provided by the Capital Projects Advisory Review Board (CPARB), a state commission operated under the auspices of the Washington Department of Enterprise Services, balancing the City's interests to ensure that a responsible contractor builds the project with maximizing competition. CPARB's guidelines for supplemental bidder responsibility criteria state:

In establishing Supplemental Bidder Responsibility Criteria, the competing interests of public agencies and contractors must be balanced. The public agency's interests to ensure that a responsible contractor builds the project must be weighed against the competing interest to ensure that the procurement encourages sufficient competition from the contracting community, without unduly restricting the pool of qualified bidders. Only when these two interests are balanced will the public obtain the work at the best price.

CPARB, Suggested Guidelines for Bidder Responsibility, rev. February, 2012.

Special Provisions Section 1-02.1.C.1 requires similar project experience as follows:

- C. Relevant Experience
  - 1. Demonstrate successful past experience and competence in managing and constructing no less than two (2) similar public works construction projects in the last three (3) years. Similar projects may be those involving steel erection, tank installation and associated painting, site work, asphalt roadway and utility installation. . . .

Special Provisions Section 1-02.1.C.2 requires a list of all projects completed in the last five (5) years with an initial contract price of \$2 million or more. Special Provisions Section 1-02.1.C.3 requires information relating to the Painting Subcontractor's financial resources, experience, qualifications and capacity.

In addition to the relevant experience requirements in Special Provisions Section 1-02.1.C, the City requires information regarding prevailing wage compliance in Special Provisions Section 1-02.1.D and information regarding litigation / claims experience in Special Provisions Section 1-02.1.E.

**The Bid Advertisement, Bid Opening and Bid Results**

A bid advertisement publicly soliciting competitive bids for constructing the Project was placed in the Seattle Daily Journal of Commerce and Whidbey News-Times and posted to the Builders Exchange of Washington on-line plan center beginning January 23, 2013. Two addenda were issued making minor changes in the contract documents and extending the bid opening date to April 3, 2013.

On April 3, 2013 a public bid opening for the North Reservoir Project was held in the Oak Harbor Council Chamber. Eight bids were received and publically opened. The bid prices ranged from a low bid of \$4,486,324.12 to a high bid of \$5,632,706.82. A Bid Tabulation showing the bid items, the Engineer's estimate and the eight bid prices is attached at **Tab A**.

The apparent low responsive bid was submitted by Veterans Northwest Construction, LLC of Seattle, Washington with a bid price of \$4,486,324.12. Veterans Northwest Construction is a general contracting company that generally does not self-perform specialty construction work on projects they perform. Veterans Northwest Construction's general practice is to manage a team of qualified specialty subcontractors to perform specialty construction work and to self-perform basic site work and other discrete elements of the work and to directly purchase construction materials.

The apparent second low responsive bid was submitted by T Bailey, Inc. of Anacortes, Washington with a bid price of \$4,646,658.69. T Bailey is a steel tank fabricator in addition to being a general contracting company. T Bailey's general practice is to self-perform steel fabrication, site piping and foundation work and subcontract other specialty work such as coatings, electrical work, and paving.

### **The Bid Evaluation**

#### **Email and Correspondence from T Bailey**

During bid evaluation the City received the following email and correspondence from T Bailey:

1. On April 3, 2013, the City received an email from T Bailey requesting copies of all bids and inquiring whether Veterans Northwest Construction met the self-performance requirement in Special Provisions Section 1-08.1.
2. On April 5, 2013, the City received a letter from T Bailey alleging that Veterans Northwest Construction did not meet the supplemental bidder responsibility criteria in Special Provisions Section 1-02.1.C.1 because it has not demonstrated experience fabricating steel tanks or structures within the last three years and that it "failed to verify responsibility criteria for each of the first tier sub-contractors as required by the bid documents."
3. On April 10, 2013, the City received a letter from T Bailey following up on their April 5, 2013 letter and elaborating on its position that Veterans Northwest Construction did not meet the supplemental bidder responsibility criteria in Special Provisions Section 1-02.1.C.1.

Copies of T Bailey's email and correspondence are attached at **Tab B**.

As discussed below, the bid evaluation included verification of the apparent low bidder's compliance with the issues raised by T Bailey.

### Information Provided by Veterans Northwest Construction

In addition to submitting their bid proposal and answering questions on the telephone, Veterans Northwest Construction provided the following documents to assist the City in its bid evaluation:

1. Veterans Northwest Construction April 4, 2013 Supplemental Bidder Criteria, North Reservoir
2. Veterans Northwest Construction April 9, 2013 letter regarding its qualifications together with the following Exhibits:
  - Exhibit A -- Past Project Relevant Experience
  - Exhibit B -- Project Manager and Superintendent Relevant Experience/References
  - Exhibit C -- NAVFAC Past Performance Questionnaire
3. Veterans Northwest Construction Section 1-08.1 compliance matrix

Copies of Veterans Northwest Construction's April 4, 2013 Supplemental Bidder Criteria, North Reservoir, Veterans Northwest Construction's April 9, 2013 letter regarding their qualifications and its Exhibits A – C, and Veterans Northwest Construction Section 1-08.1 compliance matrix are attached at **Tab C, Tab D, and Tab E**, respectively.

### Veterans Northwest Construction General Reference Check

Veterans Northwest Construction's recent work includes Navy projects. I contacted the three project management staff members at NAVFAC Northwest, the agency responsible for the three NAS Whidbey Island projects identified by Veterans Northwest Construction, to confirm reference information provided by Veterans Northwest Construction and for their evaluation of Veterans Northwest Construction's performance.

All three provided very positive comments regarding the performance of Veterans Northwest Construction in executing the public works construction contracts. According to the three NAVFAC project management staff members interviewed, Veterans Northwest Construction's work was consistently performed on schedule, at the contracted price and in conformance with the plans, specifications, and applicable standards. Likewise, construction site safety was competently addressed, and taxes and wages paid in accordance with federal, state and local law.

### Special Provision Section 1-08.1 Compliance

Special Provision Section 1-08.1 requires at least 20% of the work to be performed by the contractor's own organization:

Work done by the Contractor's own organization shall account for at least 20 percent of the Awarded Contract price. Before computing this percentage, however, the Contractor may subtract (from the Awarded Contract price) the costs of any subcontracted Work on items the Contract designates as specialty items.

The City included the 20% self-performance requirement because it believed it would encourage the contractor to actively administer and manage the project. At the same time, we believe the 30% self-performance requirement in the WSDOT Standard Specifications unnecessarily restricted competition.

I contacted Veterans Northwest Construction and requested documentation of their plan to meet the Special Provision's 20% self-performance requirement. In response to my request, Veterans Northwest Construction provided the City with the Section 1-08.1 compliance matrix referred to above at **Tab E**. The document is a spreadsheet cost breakdown for all bid items indicating the bid items that Veterans Northwest Construction would self-perform and those that would be subcontracted and demonstrating how Veterans Northwest Construction would self-perform 20% of their bid contract price.

Based upon Veterans Northwest Construction's Section 1-08.1 compliance matrix and my conversations with Veterans Northwest Construction regarding their plan for the work, I believe that Veterans Northwest Construction will satisfy the 20% self-performance requirements of Section 1-08.1.

#### Special Provisions Sections 1-02.1.A and .B Statutory Responsibility Compliance

Veterans Northwest Construction meets the statutory responsibility criteria in RCW 39.04.350(1) as required by Special Provisions Section 1-02.1.A.1-5. At the time of bid, Veterans Northwest Construction had a Certificate of Registration in compliance with chapter 18.27 RCW, a current Washington Unified Business Identifier (UBI) number, Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, has not been found to be out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, and has not violated the "Off-site Prefabricated Non-Standard Project Specific Items" reporting requirements of RCW 39.04.370.

In addition, RCW 39.04.350(1) and Special Provisions Section 1-02.1.A require bidders to "verify [statutory] responsibility criteria for each first tier subcontractor" and require that a subcontractor of any tier that hires other subcontractors "verify responsibility criteria for each of its subcontractors." Veterans Northwest Construction confirmed during my telephone interview that they have done so.

As required by Special Provisions Section 1-02.1.B, Veterans Northwest Construction has not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

#### Special Provision Section 1-02.1 C.1 and C.2 Similar Project Experience

Special Provision Section 1-02.1.C.1 provides in part as follows:

"Demonstrate successful past experience and competence in managing and constructing no less than two (2) similar public works construction projects in the last three (3) years. Similar projects may be those involving steel erection, tank installation and associated painting, site work, asphalt roadway and utility installation."

As discussed above, the City prepared Special Provisions Section 1-02.1.C.1 in accordance with guidance provided by CPARB on balancing the City's interests in having a responsible contractor perform the work with the need to maximize competition. The words "similar" and "may" were included in the supplemental responsibility specification to maintain the proper balance between ensuring that a responsible contractor builds the project and sufficient competition. "Similar" was not intended to

mean identical. “May” was used to emphasize that identical project experience was not required or expected.

The City contacted Veterans Northwest Construction regarding whether it meets the supplemental bidder responsibility criteria in Special Provisions Section 1-02.1.C.1 and also conducted its own independent evaluation based on review of Veterans Northwest Construction’s past projects, reference checks, and their planned specialty subcontractors.

Veterans Northwest Construction responded by letter dated April 9, 2013 together with its Exhibits A – C. Past project relevant experience included the following projects:

1. Child Development Center at NAS Whidbey Island;
2. Heating Oil Tank Modernizations at NAVMAG Indian Island;
3. Refurbish Track & Field at NAS Whidbey Island;
4. MLA Backlighting Repairs at Naval Base Kitsap, Renovate Dorms 564, 565, and 567 at Joint Base Lewis-McCord; and
5. Medical/Dental Clinic Renovation at Naval Base Kitsap-Bangor.

A copy of Veterans Northwest Construction’s April 9, 2013 letter together with its Exhibits A – C is attached as **Tab D**.

The referenced projects provided by Veterans Northwest Construction are similar to the North Reservoir Project in terms of budget, scale, complexity, scheduling, management and administrative requirement.

The Engineer’s estimate for construction of the North Reservoir Project is \$4.9 M. The construction costs of Veterans Northwest Construction have referenced projects that range up to \$12.3 M. Three of the referenced projects have construction costs that exceed Oak Harbor’s Engineer’s Estimate for the North Reservoir. The budget and scale of the projects is similar.

Veterans Northwest Construction’s experience includes projects with similar complexity, scheduling, management and administrative requirements. The North Reservoir Project includes clearing and grading of an undeveloped site, installing piping on site to connect the reservoir to the water system, constructing a reinforced concrete ring foundation for the reservoir, installing a storm drainage system, extending electric power into the site, installing a pressure reducing valve station, construction of an access road, security fencing, electrical and control systems and a variety of lesser but related activities - in addition to a welded steel water reservoir. All of these construction activities must be scheduled, coordinated and constructed in accordance with applicable permit conditions and building codes in order for the project to be successful. The Child Development Center project performed by Veterans Northwest Construction in Oak Harbor required similarly complex and interrelated construction coordination, scheduling, management, and permitting and code activities. The Child Development Center project site was previously undeveloped and required extensive clearing, excavation and grading, electric power, water, sewer and storm drainage systems were extended and constructed on the site, concrete foundations for the building and construction of a 31,000 square foot building incorporating special security features, on site solar and wind electric power generation facilities, paved access, parking and street improvements. Although the primary structures differ between the two projects, the Child Development Center project incorporates similar items and is no less complex than the North

Reservoir Project. Veterans Northwest Construction's other reference projects include similar complexity, scale, scheduling, management and administrative requirements.

Veterans Northwest Construction's submittal also included reference information for its proposed tank fabrication subcontractor, Crosno Construction, Inc., and its proposed tank painting subcontractor, Coatings Unlimited, Inc. Crosno Construction, Inc. is an established specialty steel tank fabricator based in Arroyo Grande, California. The documentation provided indicates that Crosno Construction meets experience requirements and is adequately equipped and staffed to fabricate a 4-million gallon welded steel tank. A random check of references for three recent AWWA D100 compliant tank fabrication projects indicates that Crosno Construction has performed well on similar projects.

Coatings Unlimited is an established coatings contractor based in Kent, Washington. Coatings Unlimited is known by the North Reservoir Project design team at the engineering consulting firm of Gray & Osborne to be experienced and competent at coating welded steel drinking water tanks. As discussed below, the public works projects Veterans Northwest Construction has performed in the past are similar and the specialty subcontractors that Veterans Northwest Construction proposes meet the requirements for tank fabrication and tank coatings listed under Special Provisions Section 1-02.1.C.3.

Based on the information provided by Veterans Northwest Construction and my investigation, I believe that Veterans Northwest Construction meets the past experience Supplemental Bidder Responsibility Criteria in Special Provisions Section 1-02.1.C.1.

#### T Bailey's Objections re Veterans Northwest Construction's Experience

T Bailey, in its April 10, 2013 letter, takes the position that the only way to satisfy the Supplemental Responsibility Criteria described in Section 1-02.1.C.1 is with "self-performance" experience. T Bailey's April 10, 2013 letter provides:

"SP 1-01.3, Definitions, defines Responsible Bidder as a, "Bidder meeting the bidder responsibility criteria in RCW 39.04.350(1) and pursuant to RCW 39.04.350(2) the Supplemental Responsibility Criteria described in Section 1-02.1 Qualification of Bidders, as amended. SP 1-02.1, in turn, enumerates the Qualifications of Bidder as amended to require "the Bidder" to "also [meet] the following supplemental bidder responsibility criteria (to be submitted after bidding by the apparent low bidder, and by other bidders upon request):

C.1 Demonstrate successful past experience and competence in managing and constructing no less than two (2) similar public works construction projects in the last three (3) years. . . ."

The City never intended the language to prohibit bidders from establishing responsibility with competent subcontractors. Managing and hiring specialty contractors which are used to construct the various parts of complex public works projects is a customary and established public works construction industry practice. Indeed, it would be unusual, if not unprecedented, for a public works contractor to self-perform all work on a complex public works project like the Oak Harbor North Reservoir Project. The ability to successfully subcontract with and manage a variety of specialty contractors to complete a complex public works project is important to the success of our project and interpreting the

specification to require the Supplemental Responsibility Criteria described in Section 1-02.1 be met with “self-performance” would unnecessarily restrict completion.

T Bailey argues that its position is supported by technical specification section 13211:

To the extent there exists any question about whether it was the bidder or their subcontractor that is required to have such management and construction experience the City need look no further than Specification 13211-3.1.4, Approved Erectors. It requires the erector, as opposed to the bidder, to have furnished and erected at least three similar reservoirs of equal and greater capacity within the last 5 years. Clearly the erector has greater and different requirements than the bidder who may or may not also be the erector.

However, technical specification section 13211 supports the opposite conclusion which is that the Supplemental Responsibility Criteria described in Section 1-02.1 can be satisfied with specialty subcontractors. Specification Section 13211 specifically contemplates the section 13211 work being managed by a contractor different than the approved tank erection contractor. Technical specification Section 13211, Approved Erectors, provides:

#### 1.4 APPROVED ERECTORS

Contractors using experienced reservoir suppliers who have furnished and erected at least three similar reservoirs within the last 5 years of equal or greater capacity. A letter shall accompany the bid listing three such tanks, including name of owner, capacity, location, year completed, and telephone number of owner or owner’s consultant.

Clearly the specification contemplates the work being managed by a contractor different than the approved tank erection contractor.

It should also be noted that T Bailey did not propose to self-perform all critical elements of the work.

#### Special Provisions Section 1-02.1.C.2 Past Projects Completed

Special Provisions Section 1-02.1.C.2 provides in part as follows:

“Provide a list of all projects completed in the last five (5) years with an Initial contract price of \$2 million or more.”

Veterans Northwest Construction provided the requested information with its April 9, 2013 submission. The information provided indicates that Veterans Northwest Construction is a responsible contractor.

#### Special Provisions Section 1-02.1.C.3 Painting Subcontractor Experience

Special Provisions Section 1-02.1.C.3 provides in part as follows:

. . . The entity performing Division 9, Section 09900 work (Painting Subcontractor) must possess adequate financial resources, experience, qualifications and capacity to timely

and properly perform the work. Contractor will provide information relating to the Painting Subcontractor's financial resources, experience, qualifications and capacity before award. . . .

As discussed above, Veterans Northwest Construction also submitted reference information for its proposed tank fabrication subcontractor, Crosno Construction, Inc., and its proposed tank painting subcontractor, Coatings Unlimited, Inc. Veteran Northwest Construction's proposed tank painting subcontractor, Coatings Unlimited, Inc., meets the requirements of Special Provisions Section 1-02.1.C.3.

Special Provisions Section 1-02.1.D Compliance History

My post bid investigation revealed no instances where Veterans Northwest Construction was required to pay either back wages or penalties for failure to comply with any state or federal prevailing wage laws which would render Veterans Northwest Construction not responsible.

Special Provisions Section 1-02.1.E Legal Matters

My post bid investigation revealed no litigation or formal claims which would render Veterans Northwest Construction not responsible.

**Award Recommendation**

I recommend the City award the contract for the Oak Harbor North Reservoir Project to Veterans Northwest Construction as the lowest responsive and responsible bidder for the work. Veterans Northwest Construction's \$4,486,324.12 bid price was \$160,334.57 below the second low bid of \$4,646,658.69. Veterans Northwest Construction's bid was responsive. As discussed above, Veterans Northwest Construction is a responsible bidder and meets the supplemental bidder responsibility criteria for the Project.

Please advise if there are any additional issues that you feel should be addressed in my bid evaluation and award recommendation.

Attachments:

- Tab A** Bid Tabulation with Engineer's Estimate
- Tab B** Email and correspondence received from T Bailey
- Tab C** Veterans Northwest Construction's April 4, 2013 Supplemental Bidder Criteria North Reservoir
- Tab D** Veterans Northwest Construction's April 9, 2013 letter w/ Exhibits A – C
- Tab E** Veterans Northwest Construction's Section 1-08.1 compliance matrix

**City of Oak Harbor  
City Council Agenda Bill**

Bill No. 9.c.  
Date: July 2, 2013  
Subject: North Booster Station and  
Transmission Main Project –  
Consultant Contract with Gray &  
Osborne, Inc.

**FROM: Cathy Rosen, Public Works Director  
Joe Stowell, City Engineer**

**INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:**

\_\_\_\_\_ Scott Dudley, Mayor  
\_\_\_\_\_ Larry Cort, City Administrator  
\_\_\_\_\_ Doug Merriman, Finance Director  
\_\_\_\_\_ Grant Weed, Interim City Attorney, as to form

**PURPOSE**

The purpose of this agenda bill is to request Council authorization to enter into a Consultant Agreement with the engineering consulting firm of Gray & Osborne, Inc. for design of the North Transmission Main and Booster Station projects in the amount of \$964,100.

**AUTHORITY**

The Oak Harbor Municipal Code states:

***2.310.050 Professional service contracts.***

*Contracts for professional services, including contracts for legal and consulting services, are not subject to the bidding requirements of Chapters 2.310 through 2.390 OHMC. The mayor or his/her designee shall promulgate procedures and standards for the approval of such contracts. Contracts for architectural and engineering services shall be awarded in accordance with Chapter 2.350 OHMC and Chapter 39.80 RCW. For purposes of this section, "professional services" are those services involving skill, education and special knowledge and where the work is predominately mental and intellectual, rather than physical and mechanical. The mayor shall establish guidelines and procedures for obtaining professional services. Professional service contracts in excess of \$10,000 shall require approval by the city council. Contracts for professional services under \$10,000 shall be reviewed by the finance director or the city attorney prior to signing to assure compliance with the Oak Harbor biannual budget, provisions of Chapter 2.390 OHMC and purchasing policies promulgated by the mayor. (Ord. 1629 § 1, 2012; Ord. 1470 § 8, 2006).*

**FISCAL IMPACT DESCRIPTION**

Funds Required: \_\_\_\_\_ \$964,100  
Appropriation Source: \_\_\_\_\_ Water Fund

## **SUMMARY STATEMENT**

A comprehensive engineering analysis of the Oak Harbor Water Utility storage and distribution system was performed during the process of selecting the site for the North Reservoir. In addition to determining the best available site for the reservoir, the analysis also revealed a significant water pressure deficiency and provided a general plan to efficiently provide water service to the community now and into the future.

In the same time frame that the reservoir site analysis was developed, the Navy initiated reconstruction of the water distribution system serving Ault Field and the transmission main which links Ault Field with Crescent Harbor housing area, Victory housing, the Seaplane Base and Maylor Point housing. The existing Navy transmission main extends along Goldie Street and through the northeast Oak Harbor neighborhood and is at the end of its useful life.

City and Navy staff realized that both the City and Navy needed a new main to and through northeast Oak Harbor and that there would be substantial cost savings available to both agencies by installing one facility with the capacity to serve the needs of both systems rather than two independent parallel mains.

The City will benefit from the project by improving the water system pressure and flow to a portion of the northeast Oak Harbor neighborhood bounded by NE O'Leary Street, NE 16<sup>th</sup> Avenue, NE Regatta Drive and NE 6<sup>th</sup> Avenue. Currently, the area does not have sufficient water pressure to meet standards set by the Washington State Department of Health during fire flow conditions. The only available solution for providing adequate water pressure during fire flow conditions to all parts of the City is installation of a booster pump station capable of sustaining pressure under all flow conditions and connection of that source to the rest of the water system through a new transmission main.

To satisfy this need, the City has been strategically phasing water system improvement projects over the past several years. The Gun Club Road Water Mains was the first evidence of this work with the North Reservoir following close behind and currently under construction. The North Booster Station and Transmission Main project will round out the phases to improve flow in the northeast section of town. The original plan was to implement the North Booster Station separate of the North Transmission Main. This is reflected in the 2013-2014 budget with \$75,000 set aside in 2013 for design of the booster station and another \$1,000,000 in 2014 for construction. The North Transmission Main project was anticipated to be funded in the 2015-2016 budget.

Funding for the Navy transmission main is currently available and the Navy has shown interest in partnering with the City for a joint project which will reduce costs to both parties. As such, staff is proposing to accelerate the schedule for the City's transmission main project and combine it with the North Booster Station project.

The proposed contract with Gray and Osborne will include the design of the North Booster Station as well as the design of the North Transmission Main that will have capacity to meet the City's needs as well as deliver an adequate supply of water to the Seaplane Base. One of the first tasks we have asked Gray and Osborne to complete is an analysis of the cost sharing. For example, the cost share could be based on water system demand. We expect this analysis to be completed early in the project and independent of the design process. The information gained from this analysis will be used to negotiate cost sharing with the Navy.

Staff would like to reallocate \$1,000,000 from construction of the North Booster Station to design of the North Transmission Main. Further funding analysis will occur once a cost share has been developed and negotiated with the Navy.

If a cost share agreement cannot be reached with the Navy, the design of the North Booster Station and Transmission Main can be easily modified to meet the City's needs.

In an effort to better capture all of the costs associated with the project, a table of planning level estimate of costs has been attached as Table 1.

The engineering consulting firm of Gray & Osborne, Inc. was selected through a process of qualification review as the most qualified firm to provide the necessary engineering services for these projects.

### **PREVIOUS COUNCIL ACTIONS**

*January 2, 2013* – City Council authorized staff to solicit statements of qualifications from engineering consulting firms for design of a booster pump station, water main and connection points to the Navy water system for the City of Oak Harbor water utility.

*April 2, 2013* – Staff reported the results of the consultant selection process for design of the North Booster Station and Transmission Main and City Council authorized staff to negotiate a scope of services and fee with the selected consultant.

### **CITY COUNCIL WORKSHOP**

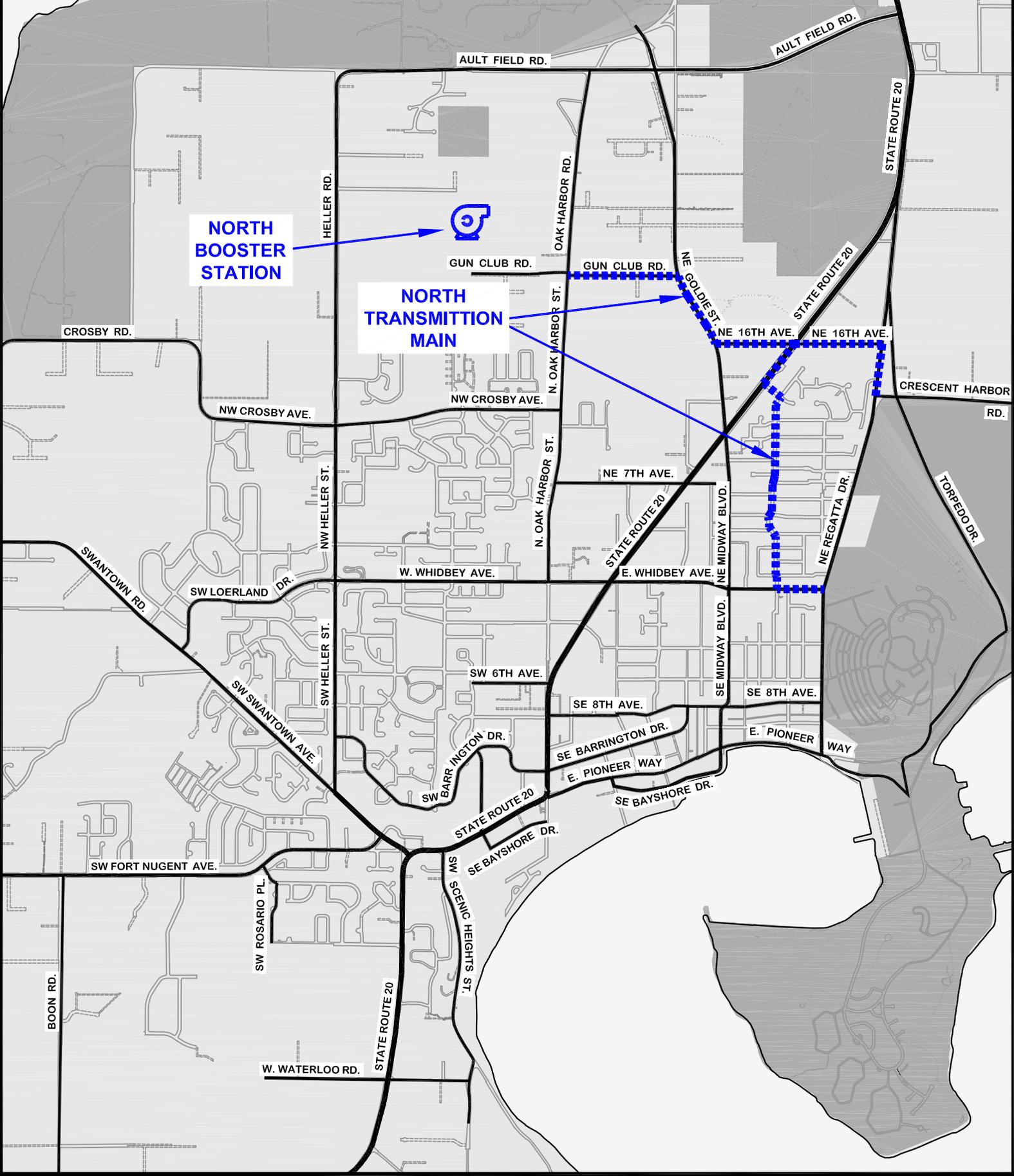
*May 30, 2013* – Council was presented with an update on the negotiations for scope of services with Gray and Osborne.

### **RECOMMENDED ACTION**

A motion authorizing execution of a Consultant Agreement with the engineering consulting firm of Gray & Osborne, Inc. for design of the North Booster Station and North Transmission Main Projects in an amount not to exceed \$964,100.

### **ATTACHMENTS**

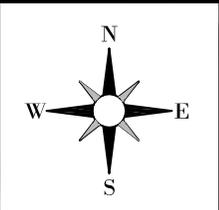
Figure 1 – Vicinity Map  
Table 1 – Estimated Costs  
Consultant Agreement



**LEGEND**

- Navy Land
- City Limits

0 1000 2000 3000  
SCALE IN FEET



**VICINITY MAP  
FIGURE 1**

## North Booster Station and Transmission Main

Table 1

Estimated Costs

6/20/2013

	North Booster Station		North Transmission Main	
	\$	%	\$	%
Construction	\$ 2,100,000		\$ 5,700,000	
Engineering				
Design	\$ 149,900	7%	\$ 814,200	14%
Construction	\$ 42,000	2%	\$ 114,000	2%
Geotechnical *	\$ -	0%	\$ -	0%
Survey				
Design *	\$ -	0%	\$ -	0%
Construction	\$ 42,000	2%	\$ 114,000	2%
Materials Testing	\$ 21,000	1%	\$ 57,000	1%
Archaeology **	\$ -	0%	\$ 570,000	10%
<b>Subtotal</b>	<b>\$ 2,354,900</b>	<b>12%</b>	<b>\$ 7,369,200</b>	<b>29%</b>
Contingency	\$ 470,980	20%	\$ 1,473,840	20%
<b>Subtotal</b>	<b>\$ 2,825,880</b>		<b>\$ 8,843,040</b>	
<b>Total</b>	<b>\$ 11,668,920</b>			

\* included in design contract

\*\* booster station archaeology completed w/North Reservoir



**CITY OF OAK HARBOR  
CONSULTANT AGREEMENT  
WITH GRAY & OSBORNE, INC**

**PROJECT TITLE:** Water System Improvements: Schedules A, B, C and D

**PROJECT COMPLETION DATE:** December 31, 2014

**MAXIMUM AMOUNT PAYABLE:** \$964,100

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## **CONSULTANT CONTRACT HEADING**

### **I. INSTRUCTIONS**

This contract must be completed in full, including all applicable exhibits. If an exhibit is not applicable, it should be marked "VOID".

Any changes or additions to this contract must be made in writing and set forth below. (The parties may attach appendices and exhibits to this contract but they **must** be listed in Section IV below.) Any exceptions or changes to the General Requirements must be listed in Section XI of the contract.

### **II. CONSULTANT INFORMATION**

Name: Gray & Osborne, Inc.

Address: 701 Dexter Avenue North, Suite 200, Seattle, WA, 98109

Telephone/Fax No.: (206) 284-0860/(206) 283-3206

Federal ID No.: 91-089-718

Do you require a 1099 for the IRS? No

### **III. PROJECT INFORMATION**

Protect Title: Water System Improvements: Schedules A, B & C

Project Description: The scope included under this portion of the contract is divided into three schedules of work. The first schedule of work, Schedule A: Cross City Transmission Line and Development of the East 384 Zone, includes the installation of approximately 8,000 LF of 18-inch and 2,500 LF of 12-inch water main, a boring across State Route 20, a PRV, connections to the existing system, zone isolation facilities to develop the east 384 Zone and associated resstoration items. The second schedule of work, Schedule B: Southern Extension of 384 Zone, includes the installtion approxiamatly 3,000 LF of 12-inch water main, a PRV, connection to the new 384 Zone and associated restoration items to facilitate the extension of the 384 Zone to the south to support the Navy. The last schedule of work, Schedule C: North End Water Main, includes the installation of approximately 2,500 LF of 12-inch water main, connections to the existing system and associated restoration items to to replace the existing 10-inch AC water main that starts at Ault Station runs east and then south on Old Goldie Road to West Ault Field Road.

Project Title: 384 Zone Booster Station: Schedule D

The scope in this portion of the contract is in one schedule and will include design of a new 384 Zone Booster station. The booster station will be located at the North Reservoir site and will provide flow to the 384 Zones, both on the east and west sides of the City. The scope includes design and the production of construction plans, specifications, and a cost estimate. The scope

also includes limited construction support including in-office support, submittal review, startup assistance, and record drawings.

Project Completion Date: December 31, 2014

Maximum Amount Payable: \$964,100

Progress Payments: Monthly

**IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT**

None



**IX. CERTIFICATION OF THE CONSULTANT AND THE CITY**

Attached hereto as Exhibit "A-1" is the Certification of the Consultant and Certification of City Official. Exhibit "A-2" is the Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

**X. COMPLETE AGREEMENT**

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XI. GENERAL REQUIREMENTS**

The General Requirements for Consulting Contract, on file in the City Clerk's Office at Oak Harbor City Hall, a copy of which is attached hereto, shall apply to this AGREEMENT except as modified in this Section XI (General Requirements). The CONSULTANT has assured that the attached copy of the General Requirements conforms to the set filed in the City Clerk's Office.

General provisions are modified to provide that "CONSULTANT shall provide period reports as required and not necessarily on a monthly basis."

**XII. EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By \_\_\_\_\_  
Consultant: Gray & Osborne, Inc.

By \_\_\_\_\_  
Agency:  
Principal

I, Thomas M. Zerkel, Consultant, certify under penalty of perjury under the laws of the State of Washington that this copy of the General Requirements for Consultant Contract conform to the set filed in the Clerk's Office.

Dated: \_\_\_\_\_

By Thomas M. Zerkel

## **GENERAL REQUIREMENTS**

### **1. MISCELLANEOUS PROVISIONS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT's participation. The minimum number of hours or days notice required shall be agreed to between the CITY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report as needed by the CITY (but in no case shall it be more than once a month), in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

### **2. TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in Section III of this AGREEMENT under "Project Completion Date".

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of God, governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the CITY is required to extend the established completion date.

### **3. SUBCONTRACTING**

The CITY permits subcontracts for only those items of work designated for subcontracts in Exhibit "G-1" or "G-2" to this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless prior written approval has been issued by the CITY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section VIII. All subcontracts exceeding Ten Thousand Dollars (\$10,000.00) in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

#### **4. EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

#### **5. NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sexual orientation, sex, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability; unless based upon a bona fide occupational qualification; with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other forms of compensation, selection for training, or rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that

the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the applicable federal law relative to nondiscrimination, Title 49, Code of Federal Regulations, which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.
  
- B. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the CITY and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such state or federal law. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
  
- C. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
  - (1) Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - (2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
  
- D. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.
  
- E. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

## **6. TERMINATION OF AGREEMENT**

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days' written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "F".

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice to Terminate exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reasons that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this AGREEMENT.

In the event of death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the CITY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under

the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **7. CHANGES OF WORK**

The CONSULTANT shall make changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under General Requirements, Section 13.

## **8. DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the City Administrator or his/her designee, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided, however, that if an action is brought challenging the Public Works Superintendent or City Engineer's decision, that decision shall be subject to de novo judicial review.

## **9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Island County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Island County.

## **10. LEGAL RELATIONS AND INSURANCE**

- A. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of Washington.
- B. The CONSULTANT's relation to the CITY shall be at all times as an independent contractor and not as an employee.
- C. Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the

CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

- D. The CITY will pay no payments under Section VIII "Payments" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

## 11. INDEMNIFICATION REQUIREMENTS

**Indemnification/Hold Harmless.** 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 acts, errors or omissions of the CONSULTANT in performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the CITY.

Notwithstanding the provisions of the preceding paragraph, it is understood and mutually agreed by the CONSULTANT and the CITY that neither party will attempt to enforce strict liability for any act, error or omission against either party and that the work covered under this AGREEMENT will be completed by the CONSULTANT with the standard of care of the profession in the State of Washington.

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 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.

## 12. INSURANCE.

The CONSULTANT shall procure and maintain for the duration of this AGREEMENT, insurance 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.

- A. **No Limitation.** 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.

B. **Minimum Scope of Insurance.** CONSULTANT shall obtain insurance of the types 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY.
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.

C. **Minimum Amounts of Insurance.** CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per accident.
2. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
3. Professional Liability insurance shall be written with limits not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) policy aggregate limit.

D. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

- E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- F. **Verification of Coverage.** 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.

### **13. EXTRA WORK**

- A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly. If the change causes an increase in the maximum amount payable, it shall not become a part of this AGREEMENT unless and until a written amendment to the AGREEMENT is executed by both the CITY and the CONSULTANT.
- C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **14. ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

### **15. EQUAL OPPORTUNITY**

- A. Compliance with 41 CFR 60-1.4 -- Equal Opportunity Clause. The CITY incorporates 41 CFR 60-1.4 -- Equal Opportunity Clause by reference.

B. Compliance with 41 CFR 60-250.5 -- Equal Opportunity Clause (Special Disabled Veterans).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures;
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. Rates of pay or any other form of compensation and changes in compensation;
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. Leaves of absence, sick leave, or any other leave;
  - vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
  - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security

agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state: Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.
5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
6. As used in this clause:
  - i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.
  - ii. Executive and top management means any employee:
    - (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
    - (b) who customarily and regularly directs the work of two (2) or more other employees therein; and

- (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
  - (d) who customarily and regularly exercises discretionary powers; and
  - (e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent (20%) interest in the enterprise in which he or she is employed.
- iii. Positions that will be filled from within the CONSULTANT's organization means employment openings for which no consideration will be given to persons outside the CONSULTANT's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- 7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 8. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the CONSULTANT may have the notice read to a

visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.
11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars (\$25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

C. Compliance with 41 CFR 60-741.5 -- Equal Opportunity Clause (Workers with Disabilities).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - i. Recruitment, advertising, and job application procedures;
  - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - iii. Rates of pay or any other form of compensation and changes in compensation;
  - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - v. Leaves of absence, sick leave, or any other leave;

- vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
  - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  3. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
  5. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
  6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars (\$10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**EXHIBIT A-1  
CERTIFICATION OF CONSULTANT**

Project No.

I hereby certify that I am Thomas M. Zerkel a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 701 Dexter Avenue North, Suite 200, Seattle, WA, 98109 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I further certify that the firm I here represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**CERTIFICATION OF CITY OFFICIAL**

I hereby certify that I am the responsible City official for the City of Oak Harbor, Washington, for this AGREEMENT and that the above consulting firm or its representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person; or
- (b) pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT A-2**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**AND OTHER RESPONSIBILITY MATTERS-**  
**PRIMARY COVERED TRANSACTIONS**

1. The CONSULTANT, through the prospective primary participant, certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or city;
  - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
  
2. Where the CONSULTANT, through the prospective primary participant, is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Gray & Osborne, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Authorized Official or  
Consultant Signature

**EXHIBIT B**  
**SCOPE OF WORK (ADD ON)**

Project No. \_\_\_\_\_

**See attached documents furnished by the Consultant**

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **CITY OF OAK HARBOR WATER SYSTEM IMPROVEMENTS**

##### **SCHEDULE A: CROSS CITY WATER TRANSMISSION LINE AND DEVELOPMENT OF THE EAST 384 ZONE**

###### **PROJECT UNDERSTANDING**

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the construction of a cross City water transmission line and installation of water system improvements to support the development of a new 384 Zone on the eastern edge of the City and connection to a Navy waterline. Specifically the project would include the installation of approximately 8,000 LF of 18-inch and 2,500 LF of 12-inch water main, a boring across State Route 20, a PRV, connections to the existing system, zone isolation facilities and associated restoration items. Also the services are to include modeling the Cities existing water system to verify the size of the proposed water main improvements and to establish the limits of the proposed 384 Zone. In addition, the City has requested that G&O provide services to support a cost partition analysis to determine the cost benefit and project budgetary responsibility for both the City and the Navy who is participating in the cost of the project construction.

More specifically, the work will include the following.

###### **DESIGN**

###### **Task 1 – Project Management and Oversight**

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
  - 1. Procure sufficient staff resources to dedicate to the project.
  - 2. Prepare and execute subconsultant contracts.
  - 3. Manage subconsultant work.
  - 4. Manage and control project budget and schedule.
  - 5. Manage and provide monthly progress reports and invoices.

## **Task 2 – Kickoff Meeting**

**Objective:** Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
1. Review City provided record drawings of existing system.
  2. Review and confirm project understanding and design criteria to be employed.
  3. Review and confirm task assignments and budget hours for assigned tasks.
  4. Review and confirm project schedule and milestones/deliverables.
  5. Identify regulatory and/or funding agency requirements.
  6. Identify utility purveyors and concerns.
  7. Identify project stakeholders and discuss their needs and impacts on the project.
  8. Environmental requirements.
  9. Document the discussion of the meeting and distribute to all attendees.

## **Task 3 – Surveying**

**Objective:** Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

### Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the project corridors as required for establishing the existing rights-of-way. This work will include:
  - 1. Identify current rights-of-way along the proposed alignment.
  - 2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

### Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

### Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

### **Task 4 – Utility Data Acquisition**

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

**Task 5 – Geotechnical Investigation and Report**

Objective: Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to five test borings (maximum 10-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

## **Task 6 – Prepare Hydraulic Analysis Memorandum**

Objective: Provide a technical memorandum in Word format summarizing the project understanding, design criteria, and hydraulic analysis in a spreadsheet format of the proposed project.

- A. Perform a hydraulic analysis of the proposed system improvements to verify pipe sizes and establish the limits of the proposed east 384 Zone. Analysis will be run using flow estimates and capacity requirements provided by the City.
- B. Write a technical memorandum summarizing the project understanding, design criteria, and general design guidelines and standards which will be applied to the project design. The Technical Memorandum will indicate location and size of proposed waterlines, limits of 384 Zone, recommended isolation improvements and locations of PRVs.
- C. Develop preliminary cost estimates for the proposed water system improvements determined by the hydraulic analysis.
- D. Circulate the technical memorandum to key members of the design team and the City and solicit comments and/or clarifications. Incorporate all relevant review comments. This Contract assumes two review periods by The City.
- E. Distribute the final technical memorandum to the design team and submit one copy to the City.

## **Task 7 – Environmental Process**

Objective: Acquire the various environmental approvals and environmental clearances necessary to facilitate construction of the project.

- A. A wetland delineation will be prepared to comply with the City's critical areas ordinance. The Watershed Company will delineate the wetland area within the Gun Club Road right-of-way and will prepare a critical areas report and mitigation plan that will describe the impacts to buffers and discuss how the proposed construction complies with City critical area and US Army Corps of Engineers (COE) regulations.
- B. Prepare and submit for a critical areas land use permit from the City. The City has an exemption for public utilities intrusion into critical area buffers as long as the intrusion is the minimum necessary. We will prepare the critical areas land use permit and submit plans and paperwork as required by the City.

## **Task 8 – Permitting**

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

### Subtask 8.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit application for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

### Subtask 8.2 – Stormwater General Construction Permit

- A. Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology.

### Subtask 8.3 – SEPA Checklist

- A. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

### Subtask 8.4 – WSDOT Permit

- A. Prepare and submit contract documents to the Washington State Department of Transportation document as required to obtain a right-of way permit to bore under State Route 20.

### Subtask 8.5 – JARPA Submittal

- A. Prepare a Joint Aquatic Resource Permit Application (JARPA) for City submittal to Washington Department of Ecology (Ecology) and US Army Corps of Engineers (COE) as needed for wetland crossing and/or impacts. This scope assumes a City Critical Areas Ordinance compliance, 401 Water Quality Certification, and Clean Water Act Section 404 Nationwide permit will be required. The JARPA submittal will be formatted to meet COE requirements and will include the wetland delineation and mitigation plan completed under Task 7 above. The City will pay for any environmental review and permit application fees.

## **Task 9 – Cost Partition Analysis**

Objective: Provide a technical memorandum in Word format establishing and summarizing the project cost participation to the Navy and the City for the proposed work.

- A. Establish project design and construction costs and summarize these costs in a technical memorandum.
- B. Develop a strategy for division of project costs between the Navy and the City

## **Task 10 – Thirty Percent Design**

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

### Subtask 10.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

### Subtask 10.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

### Subtask 10.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

### Subtask 10.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

## **Task 11 – Sixty Percent Design**

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

### Subtask 11.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

### Subtask 11.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

### Subtask 11.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

### Subtask 11.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

## **Task 12 – Ninety Percent Design**

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

### Subtask 12.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

### Subtask 12.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal*

*Construction.* Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 12.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 12.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

**Task 13 – Final Design**

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 13.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

Subtask 13.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 13.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

**Task 14 – Quality Assurance/Quality Control**

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
  - 1. Kickoff (5% ±, defined more fully in Task 2).
  - 2. Thirty Percent Design (defined more fully in Task 10).
  - 3. Sixty Percent Design (defined more fully in Task 11).
  - 4. Ninety Percent Design (defined more fully in Task 12).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

### **Task 15 – Bid Support**

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.
- C. Participate in prebid meeting.

### **Task 16 – Record Drawings**

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor's markups, City notes and markups, and G&O's field observations and final inspections.
- B. Provide record drawings as hard copies (three full-size and three half-size plan sets) and in an electronic copy in PDF format.

## **SCHEDULE B: SOUTHERN EXTENSION OF 384 ZONE**

### **PROJECT UNDERSTANDING**

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the extension of the 384 Zone to the south to support the Navy. Specifically the project would include the installation of approximately 3,000 LF of 12-inch water main, a PRV, connection to the existing system, and associated restoration items.

More specifically, the work will include the following.

## **DESIGN**

### **Task 1 – Project Management and Oversight**

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
  - 1. Procure sufficient staff resources to dedicate to the project.
  - 2. Prepare and execute subconsultant contracts.
  - 3. Manage subconsultant work.
  - 4. Manage and control project budget and schedule.
  - 5. Manage and provide monthly progress reports and invoices.

### **Task 2 – Kickoff Meeting**

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
  - 1. Review City provided record drawings of existing system.
  - 2. Review and confirm project understanding and design criteria to be employed.
  - 3. Review and confirm task assignments and budget hours for assigned tasks.
  - 4. Review and confirm project schedule and milestones/deliverables.
  - 5. Identify regulatory and/or funding agency requirements.
  - 6. Identify utility purveyors and concerns.
  - 7. Identify project stakeholders and discuss their needs and impacts on the project.

8. Environmental requirements.
9. Document the discussion of the meeting and distribute to all attendees.

### **Task 3 – Surveying**

**Objective:** Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

#### Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the project corridors as required for establishing the existing rights-of-way. This work will include:
  1. Identify current rights-of-way along the proposed alignment.
  2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

#### Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

### Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

### **Task 4 – Utility Data Acquisition**

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

### **Task 5 – Geotechnical Investigation and Report**

Objective: Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to two test borings (maximum 6-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.

- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

### **Task 6 – Permitting**

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

#### Subtask 6.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

#### Subtask 6.2 – SEPA Checklist

- B. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

### **Task 7 – Thirty Percent Design**

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

#### Subtask 7.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

#### Subtask 7.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

#### Subtask 7.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

#### Subtask 7.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

### **Task 8 – Sixty Percent Design**

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

#### Subtask 8.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

#### Subtask 8.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the 2012 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

#### Subtask 8.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

#### Subtask 8.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

#### **Task 9 – Ninety Percent Design**

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

#### Subtask 9.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

#### Subtask 9.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the 2012 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

#### Subtask 9.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

#### Subtask 9.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

#### **Task 10 – Final Design**

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

### Subtask 10.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

### Subtask 10.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

### Subtask 10.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

## **Task 11 – Quality Assurance/Quality Control**

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
  1. Kickoff (5% ±, defined more fully in Task 2).
  2. Thirty Percent Design (defined more fully in Task 7).
  3. Sixty Percent Design (defined more fully in Task 8).
  4. Ninety Percent Design (defined more fully in Task 9).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

## **Task 12 – Bid Support**

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

### **Task 13 – Record Drawings**

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor's markups, City notes and markups, and G&O's field observations and final inspections.
- B. Provide record drawings as hard copies (three full-size and three half-size plan sets) and in an electronic copy in PDF format.

## **SCHEDULE C: NORTH END WATER MAIN**

### **PROJECT UNDERSTANDING**

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the installation of 12-inch DI water main to replace the existing 10-inch AC water main to be abandoned as a result of the installation of the cross City water main noted in Schedule A. Specifically the project would include the installation of approximately 2,500 LF of 12-inch water main, connection to the existing system, and associated restoration items.

More specifically, the work will include the following.

### **DESIGN**

#### **Task 1 – Project Management and Oversight**

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
  - 1. Procure sufficient staff resources to dedicate to the project.
  - 2. Prepare and execute subconsultant contracts.
  - 3. Manage subconsultant work.
  - 4. Manage and control project budget and schedule.
  - 5. Manage and provide monthly progress reports and invoices.

## **Task 2 – Kickoff Meeting**

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
1. Review City provided record drawings of existing system.
  2. Review and confirm project understanding and design criteria to be employed.
  3. Review and confirm task assignments and budget hours for assigned tasks.
  4. Review and confirm project schedule and milestones/deliverables.
  5. Identify regulatory and/or funding agency requirements.
  6. Identify utility purveyors and concerns.
  7. Identify project stakeholders and discuss their needs and impacts on the project.
  8. Environmental requirements.
  9. Document the discussion of the meeting and distribute to all attendees.

## **Task 3 – Surveying**

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

### Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the

project corridors as required for establishing the existing rights-of-way. This work will include:

1. Identify current rights-of-way along the proposed alignment.
2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

#### Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

#### Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

#### **Task 4 – Utility Data Acquisition**

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

## **Task 5 – Geotechnical Investigation and Report**

**Objective:** Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to two test borings (maximum 6-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

**NOTE:** The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

## **Task 6 – Environmental Process**

**Objective:** Acquire the various environmental approvals and environmental clearances necessary to facilitate construction of the project.

- A. A wetland delineation will be prepared to comply with the City's critical areas ordinance. The Watershed Company will delineate the wetland area adjacent to the Ault Field Booster Station site and will prepare a critical areas report and mitigation plan that will describe the impacts to buffers and discuss how the proposed construction complies with City critical area and US Army Corps of Engineers (COE) regulations.
- B. Prepare and submit for a critical areas land use permit from the City. The City has an exemption for public utilities intrusion into critical area buffers as long as the intrusion is the minimum necessary. We will prepare the critical areas land use permit and submit plans and paperwork as required by the City.

### **Task 7 – Permitting**

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

#### Subtask 7.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit application for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

#### Subtask 7.2 – Stormwater General Construction Permit

- A. Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology.

#### Subtask 7.3 – SEPA Checklist

- A. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

#### Subtask 7.4 – JARPA Submittal

- A. Prepare a Joint Aquatic Resource Permit Application (JARPA) for City submittal to Washington Department of Ecology (Ecology) and US Army Corps of Engineers (COE) as needed for wetland crossing and/or impacts. This scope assumes a City Critical Areas Ordinance compliance, 401 Water Quality Certification, and Clean Water Act Section 404 Nationwide permit will be required. The JARPA submittal will be formatted to meet COE requirements and will include the wetland delineation and mitigation

plan completed under Task 6 above. The City will pay for any environmental review and permit application fees.

### **Task 8 – Thirty Percent Design**

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

#### Subtask 8.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

#### Subtask 8.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

#### Subtask 8.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

#### Subtask 8.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

### **Task 9 – Sixty Percent Design**

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

#### Subtask 9.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 9.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 9.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 9.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

**Task 10 – Ninety Percent Design**

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 10.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 10.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 10.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 10.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

## **Task 11 – Final Design**

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

### Subtask 11.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

### Subtask 11.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

### Subtask 11.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

## **Task 12 – Quality Assurance/Quality Control**

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
  1. Kickoff (5% ±, defined more fully in Task 2).
  2. Thirty Percent Design (defined more fully in Task 8).
  3. Sixty Percent Design (defined more fully in Task 9).
  4. Ninety Percent Design (defined more fully in Task 10).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

### **Task 13 – Bid Support**

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

### **Task 14 – Record Drawings**

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor's markups, City notes and markups, and G&O's field observations and final inspections.
- B. Provide record drawings as hard copies (3 full-size and 3 half-size plan sets) and in an electronic copy in PDF format.

## **SCHEDULE D – 384 BOOSTER STATION**

### **PROJECT UNDERSTANDING**

The City of Oak Harbor desires to contract Gray & Osborne, Inc. (G&O) to provide professional engineering services for predesign and design for the new 384 Zone Booster Station.

It is our understanding the City intends to create a 384 Zone consisting of two separate areas of the City including an area to the south of the proposed 384 Zone Booster Station and an area on the eastern edge of the City that would also serve adjacent Navy areas.

It is our understanding that the new facility will need to supply all normal daily flows but will also include the ability to provide fire flow to the 384 Zone including 2,500 gpm fire flow for the West 384 Zone and a minimum 3,500 gpm fire flow for the East 384 Zone. The new facility will also include backup power.

Gray & Osborne anticipates using existing site survey information and geotechnical information that was gathered for previous projects; namely, the Gun Club Road Waterline and the North Reservoir. This scope of work also presumes that the stormwater plan and SEPA checklist for the Gun Club Road and North Reservoir projects will not need to be changed for the booster station and, consequently, work for stormwater planning and SEPA are not included in this Scope of Work.

### **Task 1 – Project Management and Oversight**

Objective: To provide overall project management, oversight, and quality control of the project work by a Principle-In-Charge and senior staff members.

- A. Provide overall project management and oversight as follows:
- Ensure sufficient staff resources to dedicate to the project.
  - Manage project budget and schedule.
  - Prepare and provide monthly progress reports and invoices.

### **Task 2 – Kick-Off Meeting**

Objective: To conduct a kick-off meeting for the project to identify critical path schedule and task items, to confirm the format for and schedule of deliverables, to discuss major project assignments and project specific regulatory requirements.

- A. Conduct an initial kick-off meeting to initiate the design process, discussing the following items at a minimum:
- Review preliminary booster station design information.
  - Review any City site documentation.
  - Review and discuss City permitting processes and regulations.
  - Review and confirm major task assignments.
  - Review and confirm project schedule and milestones.
  - Identify any outside stakeholders.
  - Identify design parameters and facility expectations including quantifying the required fire flow.
- B. Prepare and distribute meeting minutes to all attendees.

### **Task 3 – Prepare Predesign Report**

Objective: To prepare a Predesign Report for City staff review sufficient to meet WAC 246-290 requirements for an engineering report.

- A. Acquire available information (i.e., interview with City staff, previous studies and analyses) regarding the design and operation of the existing facility.
- B. Model the proposed 384 Zones with the City's hydraulic model to develop an accurate estimate of hydraulic conditions at the anticipated flows, both normal daily and fire flow, to the two 384 Zones, both individually and in aggregate.

- C. Provide an alternative analysis of pump types, configurations, and sizes based on the hydraulic analysis.
- D. Provide an alternative analysis of building construction type including life-cycle cost analysis. Provide a recommended alternative.
- E. Provide a discussion of booster station operation with respect to the existing reservoir and the system.
- F. Provide a discussion of recommended booster station features and accessories.
- G. Summarize stormwater regulations and impacts to the project based on the Stormwater Plan previously developed for the Gun Club Road and North Reservoir Projects.
- H. Provide a discussion of reservoir controls including a SCADA input/output list for both the new and existing reservoirs.
- I. Prepare a preliminary site layout and booster station elevation figures.
- J. Prepare predesign level cost estimate.
- K. Provide draft Predesign Report for staff review.
- L. Meet with City staff to review draft report and receive comment.
- M. Finalize the Predesign Report incorporating City comments. Submit to DOH for review and approval.

#### **Task 4 – Prepare Plans and Specifications**

Objective: To prepare plans and specifications suitable for public bidding and to prepare a design-level cost estimate.

- A. Prepare 30 percent plans for City review with site plan, building plan, and building elevations, along with a specification outline and cost estimate.
- B. Prepare 60 percent plans for City review with site civil, mechanical, and preliminary electrical drawings. The 60 percent submittal will include a draft set of specifications in CSI format and a cost estimate.
- C. Prepare 90 percent plans and specifications for City review, permit application, and DOH approval. The 90 percent submittal will include a cost estimate.

- D. Prepare final construction documents suitable for public bidding including any subsequent contract bidding addenda.

**Task 5 – Provide Permitting Assistance**

Objective: To provide permitting assistance for obtaining the City of Oak Harbor Building, Clearing and Grading, and Mechanical Permits.

- A. Submit 90 percent plans, specifications, and structural calculations for securing the necessary City permits.

**Task 6 – Provide Bidding and Award Assistance**

Objective: To support City staff in the advertising, bidding, and awarding of the construction contract.

- A. Coordinate the advertisement of the Call for Bids in the fashion requested by the City.
- B. Attend one prebid site meeting.
- C. Answer contractor inquiries.
- D. Attend bid opening.
- E. Review bids and provide a Recommendation to Award letter for submission to City Council.

**Task 7 – Quality Assurance/Quality Control**

- A. Oversee quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will include senior staff not necessarily associated with the project, select design team members, and City staff (as required and/or desired). Meetings will take place at the following design completion levels:
- Draft Predesign
  - 30 percent design effort
  - 60 percent design effort
  - 90 percent design effort
- B. Ensure incorporation of all relevant comments and suggestions into the construction documents resulting from QA/QC reviews.

### **Task 8 – In-Office Support Services**

Objective: Provide in-office support to address and respond to contractors and City of Oak Harbor staff questions and concerns during construction.

- A. Provide as needed in-office support to respond to Contractor's and City of Oak Harbor's questions during construction.
- B. Prepare drawings/exhibits as required to clarify design/construction issues.
- C. Assist in the evaluation of change order during construction.

### **Task 9 – Submittal Review**

Objective: Review product submittal information for compliance with contract requirements.

- A. Provide in-office review of information submitted by the Contractor as required by the contract documents to ensure compliance with the permits and intent of contract documents.
- B. Track submittals and provide written response/approval to Contractor-submitted information.

### **Task 10 – Startup Assistance**

Objective: Provide startup assistance to verify the facility is operating per design and to acquaint City staff with facility operations.

- A. Prepare written booster station startup protocol including electric motor startup checklists.
- B. Attend integrator testing of booster station control panel and telemetry at integrator's shop.
- C. Attend preliminary and final startup meetings at the booster station site including onsite pump analysis for head, flow, and amperage measurements.
- D. Provide a written memorandum documenting the performance of each booster pump unit.

**Task 11 – Record Drawings**

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor’s markups, City of Oak Harbor notes and markups, and G&O’s field observations and final inspections.
- B. Provide record drawings as hard copies (3 full-size and 3 half-size plan sets) and in an electronic copy in PDF format.

**BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

**DELIVERABLES**

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

- 1. Three paper copies of the final hydraulic analysis memorandum..... Schedule A
- 2. Three paper copies of the Booster Station Predesign Report ..... Schedule D
- 3. Three paper copies of the final geotechnical report. ..Schedules A, B and C
- 4. Three paper copies of the environmental documentation. .... Schedules A and C
- 5. Three paper copies of any permits acquired during the development of the project. ....Schedules A, B and C
- 6. SEPA checklist. ....Schedules A, B and C
- 7. Three copies of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels. This Contract anticipates a maximum of 30 sheets will be required to facilitate the bidding and construction of Schedules A, B and C.....Schedules A, B, C and D

8. Three copies of project specifications and cost estimate at 60 percent and 90 percent design effort levels.....Schedules A, B, C and D
9. One electronic set of final construction drawings (PDF). ....Schedules A, B, C and D
10. One electronic set of final project specifications (PDF). ....Schedules A, B, C and D
11. Three half-scale 11" x 17" original and 3 full-scale paper copy sets of final construction drawings. ....Schedules A, B, C and D
12. One original paper copy of final project specifications. ....Schedules A, B, C and D
13. Three half-size 11" x 17" original and 3 full-scale paper copy sets of record drawings. ....Schedules A, B, C and D
14. One electronic set of record drawings (PDF). ....Schedules A, B, C and D
15. Project CAD files as requested by the City. ....Schedules A, B, C and D

**SCHEDULE**

The City of Oak Harbor desires the project to be out to bid by the spring of 2013. We anticipate the following schedule for Schedules A, B and C:

30 Percent Design Effort	August 30, 2013
60 Percent Design Effort	October 31, 2012
90 Percent Design Effort	January 31, 2013
Final Design Effort	February 28, 2013

We anticipate the following schedule for Schedule D:

Contract Execution	June 2013
Draft Predesign Report	August 2013
30 Percent Design	October 2013
60 Percent Design	January 2014
90 Percent Design	March 2014
Bid and Award	April 2014

## **PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.
2. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of existing water system infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. The City has noted that they have already been in contact with the Department of Archaeology and Historic Preservation and no further effort is required by G&O with regard to cultural resource or archaeological assessments. This contract therefore does not include any services for cultural resources or archaeological assessment.
4. This scope of work assumes that the City will advertise and circulate the SEPA checklist document, pay any costs of publication, and make timely threshold determinations.
5. This scope of work assumes that the City will agree to appear as "Applicant" on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
6. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.
7. This scope of work assumes that the City will provide all coordination with the Navy as may be required during project design. In addition, this scope of work assumes that the City will coordinate, develop and submit for any easements required from the Navy as needed to facilitate project construction. G&O will provide easement descriptions.

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Oak Harbor - Water System Improvements - Schedule A: Cross City Water Transmission Line and Development of East 384 Zone*

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	Environmental Tech./ Specialist Hours	AutoCAD/GIS Mgr. Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	8	80	24							
2 Kickoff Meeting		8	8			8				
3 Surveying		4	4	4	8		4	24	40	120
4 Utility Data Acquisition		4	4	8	16		4	16		
5 Geotechnical Investigation and Report		4	8	4	4					
6 Prepare Hydraulic Analysis Memorandum	4	8	16	24	40			16		
7 Environmental Process	2	4	16	4	4	60		24		
8 Permitting	2	8	16	24	40	24	4	16		
9 Cost Partition Analysis	4	8	8	16	24			8		
10 Thirty Percent Design	4	40	80	180	220	8	80	180		
11 Sixty Percent Design	8	80	120	240	280	8	80	280		
12 Ninety Percent Design	8	80	120	240	280	8	80	280		
13 Final Design	4	40	80	160	180	4	40	180		
14 Quality Assurance/Quality Control	48	16	24	24	24	16				
15 Bid Support		2	4	8	16		4	4		
16 Record Drawings		2	4	4	4		8	16		
Hour Estimate:	92	388	536	940	1140	136	304	1044	40	120
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$39.45	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$4,554	\$16,568	\$19,296	\$34,639	\$31,806	\$5,365	\$9,470	\$25,317	\$1,444	\$9,390

Subtotal Direct Labor: \$ 157,849  
 Indirect Costs (180% on Direct Labor): \$ 284,128  
 Fixed Fee (42% on Direct Labor): \$ 66,296  
 Subtotal Labor & Fees: \$ 508,273

Direct Non-Salary Cost:  
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 525  
 Printing \$ 707  
 Subconsultant:  
 APS \$ 6,400  
 Pan GEO \$ 12,500  
 The Watershed Company \$ 11,550  
 Subconsultant Overhead (10%) \$ 3,045

**TOTAL ESTIMATED COST: \$ 543,000**

\* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Oak Harbor - Water System Improvements - Schedule B: Southern Extension of 384 Zone*

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	AutoCAD/GIS Mgr./Graphic Artist Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	2	16	8						
2 Kickoff Meeting		4	4						
3 Surveying		2	4	4	4	4		16	40
4 Utility Data Acquisition		4	4	4	8	8			
5 Geotechnical Investigation and Report		4	4	4	4				
6 Permitting		4	8	8	8				
7 Thirty Percent Design	4	8	24	32	40	24	40		
8 Sixty Percent Design	4	16	32	40	80	40	80		
9 Ninety Percent Design	4	16	32	40	80	40	80		
10 Final Design	4	8	16	24	24	24	40		
11 Quality Assurance/Quality Control	16	12	12	12	12				
12 Bid Support		4	4	4	4				
13 Record Drawings		4	4	4	4	12			
Hour Estimate:	34	102	156	176	268	152	240	16	40
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$35 to \$56	\$33 to \$41	\$24 to \$33	\$29 to \$36	\$14 to \$27	\$34 to \$38	\$68 to \$85
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$1,683	\$4,355	\$5,616	\$6,486	\$7,477	\$4,735	\$5,820	\$578	\$3,130

Subtotal Direct Labor: \$ 39,880  
 Indirect Costs (180% on Direct Labor): \$ 71,784  
 Fixed Fee (42% on Direct Labor): \$ 16,750  
 Subtotal Labor & Fees: \$ 128,414

Direct Non-Salary Cost:  
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 200  
 Printing \$ 376  
 Subconsultant:  
 APS \$ 3,200  
 Pan GEO \$ 2,900  
 Subconsultant Overhead (10%) \$ 610

**TOTAL ESTIMATED COST: \$ 135,700**

\* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Oak Harbor - Water System Improvements - Schedule C: Northend Water Main*

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	Environmental Tech./ Specialist Hours	AutoCAD/GIS Mgr. Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	2	16	8							
2 Kickoff Meeting		4	4			4				
3 Surveying		2	4	4	4		4	12	16	40
4 Utility Data Acquisition		4	4	4	8		2	8		
5 Geotechnical Investigation and Report		4	4	4	4					
6 Environmental Process	2	2	8	2	2	30		12		
7 Permitting	2	4	8	16	16	12	2	8		
8 Thirty Percent Design	4	8	16	24	32	4	16	24		
9 Sixty Percent Design	4	16	24	40	40	4	24	60		
10 Ninety Percent Design	4	16	24	40	40	4	24	60		
11 Final Design	4	8	12	16	24	2	16	24		
12 Quality Assurance/Quality Control	16	8	8	8	8	8				
13 Bid Support		4	4	4	4					
14 Record Drawings		4	4	4	4		12			
Hour Estimate:	38	100	132	166	186	68	100	208	16	40
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$35 to \$56	\$33 to \$41	\$24 to \$33	\$25 to \$40	\$29 to \$36	\$14 to \$27	\$34 to \$38	\$68 to \$85
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$39.45	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$1,881	\$4,270	\$4,752	\$6,117	\$5,189	\$2,683	\$3,115	\$5,044	\$578	\$3,130

Subtotal Direct Labor: \$ 36,759  
 Indirect Costs (180% on Direct Labor): \$ 66,166  
 Fixed Fee (42% on Direct Labor): \$ 15,439  
 Subtotal Labor & Fees: \$ 118,364

Direct Non-Salary Cost:  
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 200  
 Printing \$ 326  
 Subconsultant:  
 APS \$ 3,200  
 Pan GEO \$ 2,900  
 The Watershed Company \$ 9,000  
 Subconsultant Overhead (10%) \$ 1,510

**TOTAL ESTIMATED COST: \$ 135,500**

\* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Oak Harbor - Water System Improvements Schedule D: 384 Booster Station*

Tasks	Principal Hours	Project Manager Hours	Eng. III Hours	Structural Eng. Hours	Mechanical Eng. Hours	Electrical Eng. Hours	AutoCAD/GIS Tech./Eng. Intern Hours
Task 1 - Project Management		12					
Task 2 - Kickoff Meeting		6	6			6	
Task 3 - Prepare Predesign Report		32	80	8	8	16	32
Task 4 - Prepare Plans and Specifications							
30% Plan Submittal		8	44	8	8	32	64
60% Plan Submittal		8	60	8	4	40	64
90% Plan Submittal		24	60	32	16	40	100
Final Construction Documents		8	32	16	12	48	40
Task 5 - Provide Permitting Assistance		16	8	8	4		
Task 6 - Provide Bidding and Award Assistance		6	6	2	2	2	
Task 7 - QA/QC	12	12	12	8	4	12	
Task 8 - In-Office Support Services		6	32	8	20	12	8
Task 9 - Submittal Review		6	40	12	24	24	
Task 10 - Startup Assistance		16	16			16	
Task 11 - Record Drawings			6	2	2	4	24
Hour Estimate:	12	160	402	112	104	252	332
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$29 to \$35	\$31 to \$40	\$31 to \$40	\$32 to \$43	\$14 to \$27
Estimated Hourly Rates:	\$49.50	\$42.70	\$32.00	\$35.50	\$35.80	\$41.00	\$24.25
Direct Labor Cost:	\$594	\$6,832	\$12,864	\$3,976	\$3,723	\$10,332	\$8,051

Subtotal Direct Labor:	\$ 46,372
Indirect Costs (180% on Direct Labor):	\$ 83,470
Fixed Fee (42% on Direct Labor):	\$ 19,476
Subtotal Labor & Fees:	\$ 149,318
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 582
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 149,900</b>

\* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

**EXHIBIT C**  
**PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS)**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. If a federal highway project, the CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**1. Hourly Rates**

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibits "D-1" and "D-2" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead and fees.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

**2. Direct Non-salary Costs**

Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed as the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for non-salary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund**

The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may be replenished in a subsequent supplement agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section 11, "Extra Work".

4. **Maximum Amount Payable**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section 11, "Extra Work" of the General Requirements. No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in (1) and (2) above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits "D-1" and "D-2", including names and classifications of all employees, and invoices for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for the CONSULTANT's employees, the CITY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. **Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the CITY, State, and the United States, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three (3) year period, the records shall be retained until all litigation, claims, or audit filings involving the records have been resolved. The three (3) year retention period begins when the CONSULTANT receives final payment.

7. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT.

Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT of any claims relating to the validity of a finding by the CITY of overpayment.

**EXHIBIT D-1  
CONSULTANT FEE DETERMINATION - SUMMARY SHEET**

Project: Water System Improvements: Schedules A, B, C, and D

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>	<u>176</u>		<u>\$49.50</u>		<u>\$ 8,712.00</u>
<u>Project Manager</u>	<u>750</u>		<u>\$42.70</u>		<u>\$ 32,025.00</u>
<u>Eng. V &amp; VI</u>	<u>824</u>		<u>\$36.00</u>		<u>\$ 29,664.00</u>
<u>Eng. IV</u>	<u>1,282</u>		<u>\$36.85</u>		<u>\$ 47,241.70</u>
<u>Eng. I &amp; II</u>	<u>1,594</u>		<u>\$27.90</u>		<u>\$ 44,472.60</u>
<u>Env. Tech.</u>	<u>204</u>		<u>\$39.45</u>		<u>\$ 8,047.80</u>
<u>ACAD Manager</u>	<u>556</u>		<u>\$31.15</u>		<u>\$ 17,319.40</u>
<u>ACAD Tech.</u>	<u>1,824</u>		<u>\$24.25</u>		<u>\$ 44,232.00</u>
<u>PLS</u>	<u>72</u>		<u>\$36.10</u>		<u>\$ 2,559.20</u>
<u>Survey Crew</u>	<u>200</u>		<u>\$78.25</u>		<u>\$ 15,650.00</u>
<u>Eng. III</u>	<u>402</u>		<u>\$32.00</u>		<u>\$ 12,864.00</u>
<u>Structural Eng.</u>	<u>112</u>		<u>\$35.50</u>		<u>\$ 3,976.00</u>
<u>Mechanical Eng.</u>	<u>104</u>		<u>\$35.80</u>		<u>\$ 3,723.20</u>
<u>Electrical Eng.</u>	<u>252</u>		<u>\$41.00</u>		<u>\$ 10,332.00</u>
<b>Total DSC =</b>					<b><u>\$ 280,858.90</u></b>

**Overhead** (OH Cost -- including Salary Additives):

OH Rate x DSC of 1.8% x \$280,858.90 \$ 505,546.02

**Fixed Fee (FF):**

FF Rate x DSC of 42% x \$280,858.90 \$ 117,960.74

**Reimbursables:**

Itemized \$ 2,916.00

**Subconsultant Costs** (See Exhibit "G"):

\$ 56,815.00

**Grand Total**

\$ 964,096.66

Prepared by Steve Clarke

Date May 15, 2013

**EXHIBIT D-2**  
**CONSULTANT FEE DETERMINATION - SUMMARY SHEET**  
**(Specific Rates of Pay)**

**Fee Schedule**

<b>Discipline or Job Title</b>	<b>Hourly Rate</b>	<b>Overhead @180%</b>	<b>Profit @42%</b>	<b>Rate Per Hour</b>
<u>Principal</u>	<u>\$49.50</u>	<u>\$89.10</u>	<u>\$20.79</u>	<u>\$159.39</u>
<u>Project Manager</u>	<u>\$42.70</u>	<u>\$76.86</u>	<u>\$17.93</u>	<u>\$137.49</u>
<u>Eng. V &amp; VI</u>	<u>\$36.00</u>	<u>\$64.80</u>	<u>\$15.12</u>	<u>\$115.92</u>
<u>Eng. IV</u>	<u>\$36.85</u>	<u>\$66.33</u>	<u>\$15.48</u>	<u>\$118.66</u>
<u>Eng. I &amp; II</u>	<u>\$27.90</u>	<u>\$50.22</u>	<u>\$11.72</u>	<u>\$ 89.84</u>
<u>Env. Tech.</u>	<u>\$39.45</u>	<u>\$71.01</u>	<u>\$16.57</u>	<u>\$127.03</u>
<u>ACAD Manager</u>	<u>\$31.15</u>	<u>\$56.07</u>	<u>\$13.08</u>	<u>\$100.30</u>
<u>ACAD Tech.</u>	<u>\$24.25</u>	<u>\$43.65</u>	<u>\$10.14</u>	<u>\$ 78.09</u>
<u>PLS</u>	<u>\$36.10</u>	<u>\$64.98</u>	<u>\$15.16</u>	<u>\$116.24</u>
<u>Survey Crew</u>	<u>\$78.25</u>	<u>\$140.85</u>	<u>\$32.87</u>	<u>\$251.97</u>
<u>Eng. III</u>	<u>\$32.00</u>	<u>\$57.60</u>	<u>\$13.44</u>	<u>\$103.04</u>
<u>Structural Eng.</u>	<u>\$35.50</u>	<u>\$63.90</u>	<u>\$14.91</u>	<u>\$114.31</u>
<u>Mechanical Eng.</u>	<u>\$35.80</u>	<u>\$64.44</u>	<u>\$15.04</u>	<u>\$115.28</u>
<u>Electrical Eng.</u>	<u>\$41.00</u>	<u>\$73.80</u>	<u>\$17.72</u>	<u>\$132.02</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

**EXHIBIT F**  
**PAYMENT UPON TERMINATION OF AGREEMENT BY CITY**  
**OTHER THAN FOR FAULT OF THE CONSULTANT**  
**(Refer to General Requirements, Section 3)**

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

**EXHIBIT G-1  
SUBCONSULTANT FEE DETERMINATION -- SUMMARY SHEET**

**THE WATERSHED COMPANY**

Project: Water System Improvements: Schedules A, B, C, and D

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
<u>Field Biologist</u>	<u>90</u>		<u>\$26.00</u>		<u>\$ 2,340.00</u>
<u>Landscape Designer</u>	<u>8</u>		<u>\$24.00</u>		<u>\$ 192.00</u>
<u>Ecologist</u>	<u>32</u>		<u>\$29.00</u>		<u>\$ 928.00</u>
<u>Project Administrator</u>	<u>4</u>		<u>\$29.00</u>		<u>\$ 116.00</u>
<u>Landscape Architect</u>	<u>60</u>		<u>\$29.00</u>		<u>\$ 1,740.00</u>
<u>Sr. Landscape Architect</u>	<u>8</u>		<u>\$39.00</u>		<u>\$ 312.00</u>
<u>Sr. Ecologist</u>	<u>30</u>		<u>\$41.00</u>		<u>\$ 1,230.00</u>
<u> </u>	<u> </u>		<u> </u>		<u>\$  </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$  </u>
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			<b>Total DSC =</b>		<b><u>\$ 6,858.00</u></b>

**Overhead (OH Cost -- including Salary Additives):**  
 OH Rate x DSC of 166.56% x \$6,858.00      \$ 11,422.68

**Fixed Fee (FF):**  
 FF Rate x DSC of 30% x \$6,858.00      \$ 2,057.40

**Reimbursables:**  
 Itemized      \$ 211.92

**Grand Total**      \$ 20,550.00

Prepared by Hugh Mortensen

Date May 15, 2013





**EXHIBIT G-2  
BREAKDOWN OF SUBCONSULTANT'S OVERHEAD COST**

(Sample only -- Actual line item and cost categories and percentages for your firm should be submitted.)

**Fringe Benefits**

FICA .....  
Unemployment .....  
Medical Aid and Industrial Insurance .....  
Company Insurance and Medical .....  
Vacation, Holiday, and Sick Leave .....  
Commission, Bonuses/Pension Plan.....  
  
**Total Fringe Benefits** .....

**General Overhead**

State B&O Taxes .....  
Insurance.....  
Administration and Time Not Assigned .....  
Printing, Stationary, and Supplies .....  
Professional Services.....  
Travel Not Assignable .....  
Telephone and Telegraph Not Assignable.....  
Fees, Dues, Professional Meetings .....  
Utilities and Maintenance.....  
Professional Development.....  
Rent.....  
Equipment Support.....  
Office Miscellaneous, Postage .....  
  
**Total Generated Overhead** .....

**TOTAL** .....

See Attached WSDOT Audited Overhead