City of Oak Harbor

City Council Meeting Agenda for January 2, 2013 6:00 p.m.

Oak Harbor City Council
REGULAR MEETING
6:00 p.m.
Wednesday, January 2, 2013

*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, please sign your name to the sign-up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. 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!***

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Page 5-14 MINUTES of the Regular City Council meeting held December 18, 2012
15-16 MINUTES of the Special City Council meeting held December 20, 2012

PROCLAMATIONS

Page 17 Proclamation Whidbey Island Relay for Life Kickoff January 16, 2013

PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS

CITIZEN COMMENTS PERIOD

CONSENT AGENDA

Page 19-26 **AB 1.** Approval of Accounts Payable Voucher 152495 – 152550 in the amount of $207,850.30

HEARINGS AND ORDINANCES/RESOLUTIONS

OTHER BUSINESS

Page 27-33 **AB 2.** North Booster Station and Transmission Main authorization to Solicit RFQ's for Design
Page 35-84 **AB 3.** Septic to Sewer Technical Memorandum
Page 85-157 **AB 4.** Comprehensive Water System Consultant Contract

FUTURE CITY COUNCIL PENDING ITEMS - In Packet

CITY ADMINISTRATOR COMMENTS

COUNCILMEMBER'S COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION - Pursuant to RCW 42.30.110(1)(i)):

ADJOURNMENT

If you have a disability and are in need of assistance, please contact the City Clerk at (360) 279-4539 at least two days before the meeting.

Oak Harbor City Council
REGULAR MEETING
6:00 p.m.
Tuesday, December 18, 2012

CALL TO ORDER

The Mayor called the regular meeting of the City Council to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The Mayor led the pledge of allegiance to the flag.

INVOCATION

Councilmember Severns gave the invocation.

ROLL CALL

The clerk called the roll.

Present:
Mayor Scott Dudley

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

Staff Present:
Deputy City Administrator/Finance Director Doug Merriman
Public Works Director Cathy Rosen
Fire Chief Ray Merrill
Interim City Clerk Nacelle Heuslein
Human Resources Manager Cheryl Lawler
Chief of Police Edgar Green
Interim City Attorney Grant Weed
Development Services Director Steve Powers
Senior Services Administrator Mike McIntyre
Senior Planner Cac Kamak

Excused Absence:
Councilmember Beth Munns

ACCEPTANCE OF AGENDA:

MOTION: Councilmember Servatius moved to take Agenda Bill Item # 16, *Chamber Contract* and place it right before Agenda Bill Item # 2, *Adoption of Resolution No. 12-29 Purchasing Fire Aid Truck under special market conditions*. Councilmember Almberg seconded the motion and the motion carried.

MOTION: Councilmember Almberg moved to place the *Executive Session* on the agenda to precede Agenda Bill Item #2, *Adoption of Resolution No. 12-29 Purchasing Fire Aid Truck under special market conditions*. Councilmember Servatius seconded the motion and the motion carried.

MOTION: Councilmember Almberg moved Agenda Bill Item #2, *Adoption of Resolution No. 12-29 Purchasing Fire Aid Truck under special market conditions* to the last item on the

agenda with the *Executive Session* preceding it. Councilmember Servatius seconded the motion. Upon vote, the motion failed.

There was consensus to have those agenda items involving citizen participation to move to the front of the agenda.

MOTION: Councilmember Campbell moved to take Agenda Item #13 *Resolution 12-40 Amending Agreement for Art Donation for One Year-Three Settlers Memorial,* and place it before Agenda Bill Item #3, *Public Hearing 2012 Comp Plan.* Councilmember Severns seconded the motion and the motion carried.

MOTION: Councilmember Hizon moved to defer Agenda Item #4, *Public Hearing and Adoption of Ordinance No. 1643 Impact Fee Deferral and* Agenda Item #5, *Public Hearing and Adoption of Ordinance No. 1651 Public Nuisance Abatement* to the January 15, 2013 Council agenda. Councilmember Severns seconded the motion. The motion carried.

MOTION: Councilmember Servatius moved to bring Agenda Bill Item #8, *Adoption of Resolution 12-25 Utility Tax Allocation for Arts Acquisition* and place it after the *Chamber Contract.* Councilmember Campbell seconded the motion and the motion carried.

When there were no other changes to the Agenda, it was approved as amended.

MINUTES of the Regular City Council meeting held December 4, 2012 and the Special City Council meeting held December 10, 2012

MOTION: Councilmember Campbell moved to accept the minutes of the December 4, 2012 regular City Council meeting as presented. Mayor Pro Tempore Paggao seconded the motion and the motion carried.

MOTION: Councilmember Campbell moved to accept the minutes of the Special City Council meeting held December 10, 2012 as presented. Councilmember Severns seconded the motion and the motion carried.

PROCLAMATIONS

There were no proclamations.

PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS

There were no presentations of other non-action Council items.

CITIZEN COMMENTS PERIOD

Shane Hoffmire, Oak Harbor spoke of the tragic events in Connecticut, where 26 people were shot and killed. He encouraged the Council to meet with the public and the schools to brainstorm ideas to help reduce the possibility of violence in Oak Harbor and provide the Legislature with a legislative agenda.

CONSENT AGENDA

- **Approval of Claims Voucher # 152155 – 152300 in the amount of $635,175.06**
- **Approval of Claims Voucher # 152301 – 152305 in the amount of $280.65**
- **Approval of Claims Voucher # 152306 in the amount of $255.00**
- **Approval of Claims Vouchers #152307 – 152494 in the amount of $ 578,348.38**
- **Approval of Payroll Vouchers # 95971 – 96003 in the amount of $596,083.63**
- **Approval of Payroll Vouchers # 96004 – 96023 in the amount of $40,335.90**
- **Adoption of Resolution 12-41 Increasing Finance Petty Cash**
- **Councilmember Severns excused absence February 19, 2013**

MOTION: Moved by Councilmember Hizon and seconded by Councilmember Campbell to approve the Consent Agenda as read and presented. The motion carried unanimously.

OTHER BUSINESS

Chamber Contract

Deputy City Administrator Douglas Merriman presented the Agenda Bill for a Tourism Services Agreement between the City of Oak Harbor and the Greater Oak Harbor Chamber of Commerce to replace the current agreement that is due to expire on December 31, 2012. The recommended contract also proposes the new contract period be for one year only, in anticipation of changes to how the lodging tax monies can be used after July 1, 2013. With the effect of eliminating the monthly billboard cost by $8,000 the overall contract amount is now $72,000 per year rather than $80,000.

Public Comment

Jill Johnson, Director of the Chamber of Commerce was excited about the contract and looked forward to a long-standing partnership with the City.

MOTION: Councilmember Campbell moved to authorize the Mayor to sign the Tourism Services Agreement between the City of Oak Harbor and the Greater Oak Harbor Chamber of Commerce for $72,000 in 2013. Councilmember Severns seconded the motion and the motion carried. Councilmember Hizon abstained from voting.

Adoption of Resolution 12-25 Utility Tax Allocation for Arts Acquisition – A RESOLUTION OF THE CITY OF OAK HARBOR COUNCIL REGARDING THE PROPORTION OF UTILITY TAX COLLECTED UNDER OHMC 3.71 THAT SHALL BE ALLOCATED TO THE ART ACQUISITION AND MAINTNENACE FUND.

Deputy City Administrator Doug Merriman provided information to facilitate the Council's decision, per Oak Harbor Municipal Code section 3.71.060; regarding what proportion of the utility tax collected should be allocated to the Art Acquisition and Maintenance Fund for the Biennial Budget period of 2013-2014.

Nora O'Connell-Balda, Chair of the Arts Commission spoke in favor of leaving the fee structure the same as last year.

Sue Karahalios, Oak Harbor was happy about the decision to create the Arts Commission. Accolades to the Commission and Council and she encouraged the Council to retain the amount of funding currently provided to it.

Mel Vance, Oak Harbor beauty is in the eye of the beholder. Art is art. Some people like it and others don't. It is all open to interpretation. And although he wasn't particularly fond of the art, he wanted the Council to keep the funding the way it is.

Shane Hoffmire, Oak Harbor also spoke in favor of the Council keeping the funding the way it is. He did inquire if there would be another way of displaying art in the city that doesn't cost any money.

MOTION: Councilmember Servatius moved to approve Resolution 12-25 and allocate 100% of the one-quarter of one percent Utility Tax to the Art Acquisition and Maintenance Fund. Councilmember Hizon seconded the motion and the motion carried.

Motion to Extend Agreement for Art Donation for One Year – Three Settlers Memorial
Deputy City Administrator Merriman stated the purpose of the agenda bill was to consider extending for an additional year the "Agreement for Art Donation" as approved by the City Council on December 21, 2010. The planned donation is a public memorial honoring the first three settlers to take up land claims in Oak Harbor: Mr. Freund, Mr. Sumner and Mr. Tafetzon. This memorial will commemorate the first land claims made 160 years ago at the location where the settlers arrived. Among the provisions of the Agreement for Art Donation, under the Rights and Obligations of the Memorial Donor, was the stipulation that the art piece would be donated on or before December 31, 2012. The organizer of the fundraising effort, Sue Karahalios, has requested that this deadline be extended for a year to December 31, 2013.

Sue Karahalios, Oak Harbor stated they have put their project of honoring the first three settlers to Oak Harbor on hold and requested an extension of one year. She noted the funding for the memorial was coming from private sources.

MOTION: Councilmember Almberg moved to authorize staff to execute an agreement for a two-year extension ending December 31, 2014. Councilmember Campbell seconded the motion and the motion carried unanimously.

EXECUTIVE SESSION - Pursuant to RCW 42.30.110(1)(i)): Labor Negotiations and Potential Litigation

At 6:48 p.m. the Mayor and Council moved into Executive Session. The Mayor stated the Executive Session would last until approximately 7:15 p.m.

Reconvene:
The Mayor reconvened the meeting at 7:15 p.m.

HEARINGS AND ORDINANCES/RESOLUTIONS
Adoption of Resolution No. 12-29 Purchasing Fire Aid Truck under special market conditions.
Deputy City Administrator Merriman introduced Resolution 12-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK HARBOR WA AUTHORIZING THE PURCHASE OF A RESCUE UNIT,

AND WAIVING THE COMPETITIVE BIDDING REQUIREMENT DUE TO A SOLE SOURCE PURCHASE AND SPECIAL MARKET CONDITIONS.

Interim City Attorney Weed discussed the exemptions provided by RCW 39.04.280 Competitive Bidding Requirements.

- Purchases that are clearly and legitimately limited to a single source of supply;
- Purchases involving special facilities or market conditions;
- Purchases in the event of an emergency;
- Purchases of insurance or bonds; and
- Public works in the event of an emergency.

Mayor Dudley opened the meeting up for public comments.

Steve McCalmont, Fire Department presented a petition with 33 Oak Harbor Firefighters Association member signatures on it stating that vehicle 881 is well past its prime and should be replaced.

Shane Hoffmire, Oak Harbor spoke in favor of the council purchasing the fire aid truck.

Mel Vance, Oak Harbor stated the current vehicle has no business whatsoever even being on the road and should be replaced.

Rod Hancock, Oak Harbor spoke in favor of the council authorizing the purchase of this vehicle.

The Mayor closed public comment at 7:30 p.m.

MOTION: Councilmember Hizon moved to adopt Resolution 12-29 with a correction from *Counsel* to *Council* on the first page. Councilmember Campbell seconded the motion. Upon vote, the motion tied with Hizon, Paggao and Campbell voting yes and Severns, Almberg and Servatius voting no. The Mayor was unable, by statute, to break the tie vote. Motion failed.

MOTION: Councilmember Almberg moved to schedule a workshop and meet within 30 days or sooner with the Mayor, Council, Finance Director and members of North Whidbey Fire District along with members of our Fire Department and the City Administrator to discuss purchasing one of their surplus vehicles and making a decision within 15 days or sooner. Motion carried with Mayor Pro Tempore Paggao and Councilmember Campbell voting no.

Recess:
The Mayor recessed the meeting at 8:12 p.m.

Reconvene:
The Mayor reconvened the meeting at 8:17 p.m.

Public Hearing 2012 Comprehensive Plan Code Amendment and adoption of Ordinance 1647, 2012 Comprehensive Plan Amendments. The amendments include the creation of a new "Maritime" land use category that would allow water-dependent, water-oriented and other related commercial uses on property in the vicinity of the Oak Harbor Marina. The amendments also include updates to the City's Capital Improvement Plan.

Senior Planner Cac Kamak and Development Services Director Powers provided the staff report. Senior Planner Kamak reviewed the 2012 Comprehensive Plan Amendments. The amendments include updates to the Capital Improvement Plan (CIP) and the creation of a land use designation for maritime uses. The 2012 Comprehensive Plan Amendment docket also included a study of scenic view corridors. That study is still underway and will be continued into the 2013 amendment cycle.

The Mayor opened the Public Hearing at: 8:23p.m.

When there were no public comments the Mayor closed the Public Hearing at: 8:23 p.m.

MOTION: Hizon moved to adopt Ordinance 1647, amending the OHMC Section 18.10.010 entitled "Comprehensive Plan" adopting a revised Comprehensive Plan for the City of Oak Harbor, amending Section 18.10.011 adopting a revised future Land Use Map and amending section 18.10.015 adopting an updated Capital Improvements Plan. Councilmember Campbell seconded the motion and the motion carried unanimously.

Public Hearing to consider adopting Ordinance 1642 granting a franchise for solid waste disposal services to Island Disposal for a period of ten (10) years in the recently annexed portion of the City.

Public Works Director Cathy Rosen presented the staff report and explained Ordinance No. 1642 provides a solid waste franchise to Island Disposal for areas annexed under Ordinance No. 1634. City Council has set this date for a Public Hearing to consider adopting the ordinance granting a franchise for solid waste disposal services to Island Disposal for a period of ten (10) years in the recently annexed portion of the City.

Interim City Attorney Weed advised the Council this ordinance would require a majority of at least four (4) votes of the Council. The Mayor cannot break a tie vote.

The Mayor opened the public hearing at 8:26 p.m.

When there were no public comments the Mayor closed the public hearing at 8:26 p.m.

MOTION: Councilmember Servatius moved to adopt Ordinance No. 1642 granting a franchise for solid waste disposal services to Island Disposal for a period of ten (10) years in the recently annexed portion of the City. Councilmember Severns seconded the motion and the motion carried.

Adoption of Ordinance 1637 amending Title 6, Public Peace, Safety and Morals of the OHMC Relating to Weapons, providing for severability and effective date.

The staff report was presented by Police Chief Green stating the purpose of the agenda bill was to propose several amendments to the Oak Harbor Municipal Code (Sections 6.12.010; 6.14.070; 6.40.180) to bring the City into compliance with state law as it relates to a person's right to lawfully carry a firearm within the State of Washington.

There were no comments from the public.

MOTION: Councilmember Almberg moved to take no action on this item and defer it to a later date. Councilmember Hizon seconded the motion. The motion carried with Councilmember Campbell voting no.

Adoption of Resolution 12-28 Award of 2% Grant – Lodging Tax A RESOLUTION OF THE CITY OF OAK HARBOR COUNCIL REGARDING THE ACCEPTANCE AND APPROVAL OF THE RECOMMENDATIONS OF THE LODGING TAX ADVISORY COMMITTEE FOR THE 2013 LODGING TAX GRANT PROGRAM AWARDS.

Deputy City Administrator Merriman provided the staff report.

There were no public comments.

MOTION: Councilmember Hizon moved to adopt Resolution 12-28 awarding the 2013 Lodging Tax Grants and authorize payments of funds for Oak Harbor Arts Commission – Driftwood Day $2500; Oak Harbor Music Festival $7,300; Whidbey Island Marathon $6000 and Chamber of Commerce Branding and Marketing $4,200. The motion was seconded by Councilmember Almberg. The motion carried unanimously.

Resolution No. 12-39 Employee Manual revision for the Wellness Program
Human Resources Manager Cheryl Lawler provided the staff report, stating it is the purpose of this Resolution to amend the Guidelines outlined in the current Wellness Program removing the current criteria. The Wellness Committee has created Guidelines which provide for a wide range of activities and events incorporating the physical, intellectual, social, spiritual/emotional and occupational dimensions of wellness.

There was no public comment.

MOTION: Councilmember Campbell moved to adopt Resolution 12-39 amending the employee policy manual regarding the City of Oak Harbor wellness program incentives. Councilmember Severns seconded the motion and the motion carried unanimously.

Extension of Meeting
MOTION: Councilmember Servatius moved to suspend the council rules and extend the Council meeting until 9:45 p.m. Councilmember Almberg seconded the motion and the motion carried.

Adoption of Resolution 12-36 Policy Procedures Enactment Fire, Bomb Threats, Guns and Earthquakes

The Mayor opened the meeting to public comments.

Mel Vance, Oak Harbor thought the idea was good one, but it should be in a separate document so it can be revised. There should also be drills for the emergencies.

MOTION: Councilmember Hizon moved to adopt Resolution 12-36 and authorize and direct the Mayor to execute said policies and amend the Employee Policy Manual for the City of Oak Harbor Employees to incorporate the Fire, Earthquake and Bomb Threat Policies and Procedures. Councilmember Almberg seconded the motion and the motion carried unanimously.

Interlocal with Island County for Solid Waste Services
Public Works Director Cathy Rosen stated the City has a contract with Island County to provide long haul transport and permanent disposal of solid waste at a solid waste facility in western Washington. Island County also develops and manages the Solid Waste and Moderate-Risk Waste Management Plan for the County, including the City of Oak Harbor. Staff is requesting a one year agreement to allow time to work through the Solid Waste Transfer Station Study and determine if a City of Oak Harbor transfer station is feasible. The contract with Island County expires in December 2012.

There were no public comments.

MOTION: Councilmember Almberg moved to authorize the Mayor to sign a one year agreement with Island County for Solid Waste Management Services. Councilmember Severns seconded the motion and the motion carried.

OTHER BUSINESS

Emergency electrical repairs at the Seaplane Base Wastewater Lagoon Treatment Plant
Public Works Director Cathy Rosen provided the staff report stating the purpose of the agenda bill was to advise the City Council that emergency repairs were required at the Seaplane Base Lagoon Wastewater Treatment Plant in order to keep the plant operational and that those repairs exceed $10,000. The cost of these repairs came to $13,021.66.

There were no public comments.

Recess:
The Mayor recessed the meeting at 9:12 p.m.

Reconvene:
The Mayor reconvened the meeting 9:17 p.m.

Extension of City Attorney Contract
Deputy City Administrator Doug Merriman provided the following information, during the October 16, 2012 City Council meeting, the Council approved a Retainer Agreement for Interim City Attorney

Services with the firm of Weed, Graafstra and Benson. In doing so, this action established a contract termination date of January 2, 2013. This agenda bill proposes to renew the Retainer Agreement for Interim City Attorney under the same terms effective from January 3, 2013 to April 16, 2013.

There were no public comments.

MOTION: Councilmember Almberg moved to authorize the Mayor to sign a Retainer Agreement for Interim City Attorney Services with the firm of Weed, Graafstra and Benson, Inc., beginning on January 3, 2013 and ending on February 8, 2013. There was no second and the motion failed.

MOTION: Councilmember Hizon moved to authorize the Mayor to sign a Retainer Agreement for Interim City Attorney Services with the firm of Weed, Graafstra and Benson, Inc., beginning on January 3, 2013 and ending on April 16, 2013. The motion was seconded by Councilmember Campbell. The motion carried with Councilmembers Servatius and Almberg voting no.

CITY ADMINISTRATOR COMMENTS

MOTION: Councilmember Severns moved and Councilmember Campbell seconded the motion to hold a special meeting of the City Council to adopt Ordinance No. 1650 2012 Budget Amendments on December 20, 2012 at 5:00 p.m. in the Council Chambers, The motion carried unanimously.

COUNCILMEMBER COMMENTS:

Mayor Pro Tempore Paggao stated the Public Works Standing Committee will hold its next meeting January 3rd at 3:30 p.m. in the Council Chambers. He further stated he attended the Navy League/Rotary Awards Luncheon on December 14th and he wanted to congratulate Shore Sailor of the Year CTTI Stephanie J. Henning, Patrol and Reconnaissance Wing 10; Sea Sailor of the Year AWFI David A. Smith, Patrol Squadron 69 and Marine of the Year, SSgt Albert Goodson, Marine Air Training Support Group.

Councilmember Campbell reported the Builders Association supported the Impact Fee Ordinance and he was still trying to get funding for the Island County Tourism Association.

MOTION: Councilmember Campbell moved to bring to the January 15, 2013 Ms. Sherrye Wyatt, Island County Tourism Marketer to discuss her efforts in promoting the area and our funding of that organization. Councilmember Severns seconded the motion and the motion carried unanimously.

Councilmember Almberg stated the next Finance Standing Committee would meet on January 9, 2013.

Councilmember Severns had no report.

Councilmember Hizon had no report.

Councilmember Servatius said the Public Safety Standing Committee will meet on Thursday, December 20, 2012 at 3:30 p.m. in the Council Chambers.

MAYOR'S COMMENTS:

Fire Chief Merrill stated there is going to be a Safety Fair at the Fire Department on December 29th from 10 a.m. to 2 p.m. Round robin discussions will be on generator and car seat safety. Whidbey General Hospital & Whidbey EMS are partners as well as IDIPIC

The Mayor stated he had attended a Puget Sound Regional Council Meeting and the Governor has created a new position entitled the Director of Military Affairs which he thought would be of great benefit to the City. He also reported the Scenic Heights Trailhead is finally nearing completion.

The Mayor provided a list of vehicle purchases over the last 5 years. The citizens of Oak Harbor are not safer due to the decision made by council tonight.

ADJOURNMENT:

Councilmember Campbell moved for adjournment at 9:46 p.m. and Councilmember Hizon seconded the motion and the motion carried.

Oak Harbor City Council
SPECIAL MEETING
5:00 p.m.
Thursday, December 20, 2012

CALL TO ORDER

The Mayor called the special meeting of the City Council to order at 5:00 p.m.

Present:
Mayor Scott Dudley
Councilmember Tara Hizon
Councilmember Bob Severns
Councilmember Jim Campbell
Councilmember Joel Servatius

Staff Present:
Finance Director Doug Merriman

Absent:
Mayor Pro Tempore Danny Paggao
Councilmember Beth Munns
Councilmember Rick Almberg

ORDINANCE 1650 – AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING THE 2011 – 2012 BIENNIAL BUDGET FOR THE CONSOLIDATION OF THE TECHNOLOGY FUND #505 WITH THE EQUIPMENT REPLACEMENT FUND #502 AND TO PROVIDE ADDITIONAL APPROPRIATION AUTHORITY TO THE ARTERIAL STREET FUND #104 AND THE 2ND ¼% REET FUND #312 FOR EACH FUND'S PARTICIPATORY SHARE IN THE CONSTRUCTION AND ARCHAEOLOGICAL RECOVERY COSTS RELATED TO THE PIONEER WAY CONSTRUCTION PROJECT.

Finance Director Doug Merriman stated Finance had completed its review of the 2012 expenditures and had determined a budget amendment was required to authorize increased appropriation authority for former Technology Fund #505 transferring the previous budget authority to the Equipment Replacement Fund #501, completing the consolidation of the two funds and amending the 2nd ¼% REET Fund #312 and the Arterial Streets Fund #104 for the accumulated 2012 costs of the construction and the remaining archaeological recovery effort from the Pioneer Way Construction Project. The transfer of $2,502,000 is intended to fund the remaining 2012 costs of the administrative, construction and archaeological recovery with the funds coming on a pro rata basis from those funds participating in the original project; which are Water Fund $92,000; Sewer Fund $165,000; Storm Drain Fund $95,000; REET I Fund $1,255,000; and REET II Fund $895,000.

The 2nd ¼% REET Fund is being amended in the amount of $550,000 to reflect the difference between the actual fund expenditures of $907,603 and existing budgeted expenditures of $357,603 (including Ending Fund balance.)

There were no public comments.

MOTION: Councilmember Campbell moved to adopt Ordinance No. 1650, an ordinance amending the 2011-2012 Biennial Budget. Councilmember Servatius seconded the motion and the motion carried.

ADJOURNMENT:
Councilmember Severns moved for adjournment and Councilmember Hizon seconded the motion and the motion carried.

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Nacelle J. Heuslein, CMC
Interim City Clerk

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

2013 WHIDBEY ISLAND RELAY FOR LIFE KICKOFF
JANUARY 16, 2013

WHEREAS, In May 1985, Dr. Gordy Klatt, a colorectal surgeon and avid runner, took the first step of his 24-hour walk/run around a track in Tacoma, Washington clocking 83 miles and raising $27,000 to support the American Cancer Society; and,

WHEREAS, in the following year, 220 supporters on 19 teams joined him on the overnight event and Relay for Life was born; and,

WHEREAS, in 2012, 27 years after Dr. Klatt took that first step, the Whidbey Island Relay for Life alone honored 250 survivors and raised $192,000 towards cancer research; and,

WHEREAS, one man's statement in the fight against cancer has spread to 5,000 communities around the globe resulting in a worldwide event to help find a cure; and

WHEREAS, Relay for Life is a fun walking event that takes place overnight to celebrate survivorship and raise funds for research and programs for the American Cancer Society; and

WHEREAS, the Relay for Life represents the hope that those lost to cancer will never be forgotten, that those who face cancer will be supported and that one day cancer will be eliminated.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby designate **January 16, 2013** as the **2013 Whidbey Island Relay for Life Kickoff.**

Signed this 2nd day of January, 2013

Scott Dudley, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. CA-AB1
Date: 1-2-13
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, Interim City Administrator
Grant Weed, Interim City Attorney

SUMMARY

Oak Harbor Municipal Code Chapter 3.72 establishes procedures for claims (vouchers) payment. The documentation that regularly supports the signature cover sheets is included in this agenda packet. Claim cover sheets will continue to be on hand prior to the City Council meeting for City Council signatures.

AUTHORITY

Oak Harbor Municipal Code Chapter 3.72.

RECOMMENDED ACTION

Approve accounts payable vouchers.

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152495	12/21/2012	0000950 LICENSING, WASHINGTON STATE DEP	121712		CONCEALED WEAPONS PERMITS	327.00
					Total :	**327.00**
152496	12/21/2012	0000950 LICENSING, WASHINGTON STATE DEP	121812		CONCEALED WEAPONS PERMITS	360.00
					Total :	**360.00**
152497	12/21/2012	0000960 REVENUE, WASHINGTON STATE DEPT	121912		NOV 2012/SALES/USE TAX	44,522.49
					Total :	**44,522.49**
152498	12/27/2012	0000984 AGRICULTURE, WASHINGTON STATE D	121812		PESTICIDE LICENSE RENEWALS	396.00
					Total :	**396.00**
152499	12/27/2012	0000028 ALL ISLAND LOCK & KEY	21558		REKEY	14.40
			45439		DOOR HARDWARE INSTALLATION	173.92
					Total :	**188.32**
152500	12/27/2012	0000029 ALL PHASE ELECTRIC SUPPLY	0952-636301		LAMP	335.29
			0952-637481		FX/GRY CUTOFF	1,137.33
					Total :	**1,472.62**
152501	12/27/2012	0006865 ARMADA	121212		COLLECTION FEES/2457579-JENSE	28.69
					Total :	**28.69**
152502	12/27/2012	0006956 BARRETT, ROSE	1		TRAVEL REFUND	56.00
					Total :	**56.00**
152503	12/27/2012	0006955 BEST WESTERN PLUS	203888		HOTEL ACCOMMODATIONS/SMITH	337.17
					Total :	**337.17**
152504	12/27/2012	0006251 BILLINGS, EILEEN	1		TRAVEL REFUND	28.00
					Total :	**28.00**
152505	12/27/2012	0002644 C JOHNSON CONSTRUCTION, INC	3566		FILL DIRT	141.31
			3572		FILL DIRT	197.83
			6 FINAL		PROF SVC/GUN CLUB ROAD WATE	10,821.56
					Total :	**11,160.70**

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152506	12/27/2012	0000179	CLERKS PETTY CASH	120812		PETTY CASH INCREASE	300.00
						Total :	**300.00**
152507	12/27/2012	0000222	CUSTOM ENGRAVING	12-1543		PLAQUE/GROVDAHL	48.92
				12-1545		CITY OF OH COINS	326.10
				12-1553		KEY TO THE CITY PLAQUIE	70.66
						Total :	**445.68**
152508	12/27/2012	0000256	DAY WIRELESS SYSTEMS	156394		RADIO REPAIR	363.55
				156395		RADIO REPAIR	363.55
				156396		RADIO REPAIR	363.55
						Total :	**1,090.65**
152509	12/27/2012	0000254	DON'S WELDING	1338		BRACE	95.65
						Total :	**95.65**
152510	12/27/2012	0000967	ECOLOGY, WASHINGTON STATE DEPT	121812		WASTEWATER OPERATOR CERTIF	240.00
						Total :	**240.00**
152511	12/27/2012	0000273	EDGE ANALYTICAL, INC	12-21785		TESTING SERVICES	260.00
						Total :	**260.00**
152512	12/27/2012	0001436	ENZMANN, GEORGE	1		TRAVEL REFUND	28.00
						Total :	**28.00**
152513	12/27/2012	0006592	FIRST PROTECTION FIRE & SAFETY	21004		ANNUAL SERVICES	1,773.44
						Total :	**1,773.44**
152514	12/27/2012	0000349	GRAINGER	9013759379		VISE	362.24
				9014107396		TRUCK PALLET	984.82
						Total :	**1,347.06**
152515	12/27/2012	0000999	GRCC/WW	121812		BACKFLOW ASSEMBLY TESTER CE	126.00
						Total :	**126.00**
152516	12/27/2012	0000345	GREATER OAK HBR CHAMBER OF COM	030127		DEC 2012/TOURIST PROMOTION	6,667.00
						Total :	**6,667.00**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152517	12/27/2012	0000323 HD FOWLER COMPANY	I3277753		TUBING/CORP STOP	1,029.16
			I3283099		REDUCER	619.98
					Total :	**1,649.14**
152518	12/27/2012	0000380 HEALTH, WASHINGTON STATE DEPT O	122012		CERTIFICATION RENEWALS	420.00
					Total :	**420.00**
152519	12/27/2012	0000627 HSBC BUSINESS SOLUTIONS	114380155211		SUPPLIES	268.93
			193583155211		SUPPLIES	301.61
					Total :	**570.54**
152520	12/27/2012	0000415 ISLAND DISPOSAL	120412		NOV 2012/COLLECTION CHARGES	14,521.38
			3052293		RECYCLING	41.00
					Total :	**14,562.38**
152521	12/27/2012	0006362 KBA, INC	3000872		PROF SVC/GUN CLUB ROAD	10,015.62
					Total :	**10,015.62**
152522	12/27/2012	0006897 KPG	112612		PROF SVC/SOLID WASTE & RECYC	6,459.68
					Total :	**6,459.68**
152523	12/27/2012	0006957 LEE, MARK	121712		WATER PERMIT DEPOSIT REFUND	151.45
					Total :	**151.45**
152524	12/27/2012	0000522 LUEHR, TOM	121012		DRIVING SERVICES	96.00
					Total :	**96.00**
152525	12/27/2012	0000530 MAILLIARD'S LANDING NURSERY	66356		SOIL	406.06
			66387		SOIL	369.15
					Total :	**775.21**
152526	12/27/2012	0000538 MID AMERICAN RESEARCH CHEMICAL	0485191-IN		DE-ICER SPRAY	101.59
			0485195-IN		DE-ICER/SOLVENT	405.46
			0485196-IN		AGENT/GREASE/DEGREASER	352.03
					Total :	**859.08**
152527	12/27/2012	0000672 OAK HARBOR ACE	214160		KEY	28.76
			214199		BULB	21.72

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152527	12/27/2012	0000672 OAK HARBOR ACE	(Continued)			
			214266		OUTLET BOX/COVER	17.91
			214340		ELBOW	24.50
			214351		PIPE	4.34
			214374		ELBOW	-19.34
			214377		GREASE	4.34
			214385		ELECTRICAL SUPPLIES	15.30
			214401		TAP/RATCHET/SOCKET	39.07
			214450		BALL VALVE/NIPPLE	16.07
			214453		PLUG INS	45.59
			214483		PRUNER	24.99
			214506		DEFENSE WAND	17.38
			214514		GLUE/KNIFE	27.47
			214533		BULB	-10.86
			214545		TEE/BUSHING/BIBBS	22.74
			214557		BUSHINGS/VALVE/CEMENT	18.98
			214571		PIPE/DUCT TAPE/COUPLE/BUSHIN	18.97
			214621		GRIP/SCREWDRIVERS/SOCKET	34.19
			214642		DIVIDER SYSTEM	29.32
			214673		KEY	10.85
			214699		ORGANIZER/BRUSH/KEY	29.85
			214705		OIL	13.03
			214754		CLAMP	19.52
					Total :	**454.69**
152528	12/27/2012	0000668 OAK HARBOR AUTO CENTER	001-151409		WIPER KIT	88.21
			001-151471		SOCKET	10.69
			001-151499		FILTERS	56.34
			001-151774		FILTERS	88.94
			001-151799		BEAM	13.32
			001-151877		INF GAUGE	99.25
			001-152081		FILTERS	78.44
			001-152146		FILTERS	14.94
			001-152162		CORE RETURN	-32.61
			001-152386		HITEMP RTV/OIL	24.36
			001-152469		BLADES	21.23
			001-152527		LAMP	10.19

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152528	12/27/2012	0000668	OAK HARBOR AUTO CENTER	(Continued)			
				001-152569		FILTERS	17.49
				001-152574		BATTERY CARRIERS	22.62
						Total :	**513.41**
152529	12/27/2012	0003007	OFFICE DEPOT	634857279001		FLUORESCENT LIGHTS	118.47
				634857314001		DIARY/MEMORY CARD	106.47
						Total :	**224.94**
152530	12/27/2012	0000698	P & L GENERAL CONTRACTORS	2776		TRAILER RENTAL	217.40
						Total :	**217.40**
152531	12/27/2012	0000299	PLACE, SANDRA	EXP REIMB		EXP REIMB	720.00
						Total :	**720.00**
152532	12/27/2012	0006958	PORTER, RICHARD	6085		MOORAGE REFUND	150.31
						Total :	**150.31**
152533	12/27/2012	0002997	QUINTON DESIGN & ELECTRICAL	2156		POWER SURGE REPAIR SERVICE	13,021.66
				2157		NIGHT ENTRANCE MAINTENANCE	214.14
						Total :	**13,235.80**
152534	12/27/2012	0000783	SAMPSON, BARBARA	EXP REIMB		EXP REIMB	97.50
						Total :	**97.50**
152535	12/27/2012	0005444	SIERRA, GEORGINA D	122112		PUBLIC DEFENSE	2,500.00
						Total :	**2,500.00**
152536	12/27/2012	0001668	SLOWIK, ANTHONY	EXP REIMB		EXP REIMB	352.57
						Total :	**352.57**
152537	12/27/2012	0003883	STAPLES BUSINESS ADVANTAGE	3187479741		LINEN CERTIFICATE HOLDERS	340.12
				3187479744		ROLLER/HEAVY PUNCH	45.53
				3187479746		STAMP PAD/TONER	94.51
				3187890868		STAMP PAD	2.37
				3187890869		TRACKBALL	52.71
				3187890870		PACKING TAPE/SPEAKERS	64.92

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
152537	12/27/2012	0003883	0003883 STAPLES BUSINESS ADVANTAGE (Continued)			Total :	600.16
152538	12/27/2012	0000863	STERKEL, TIMOTHY	EXP REIMB		EXP REIMB	94.00
						Total :	94.00
152539	12/27/2012	0000874	SURETY PEST CONTROL	345741		PEST EXTERMINATION	43.48
						Total :	43.48
152540	12/27/2012	0006730	SWINOMISH INDIAN TRIBAL	121112		OAK HARBOR SITE SERVICES	71,592.31
						Total :	71,592.31
152541	12/27/2012	0001664	TIGHE, JOYCE	1		TRAVEL REFUND	56.00
						Total :	56.00
152542	12/27/2012	0000910	TRAFFIC SAFETY SUPPLY CO	965193		OBJECT MARKERS/SIGN SUPPLIES	3,816.24
						Total :	3,816.24
152543	12/27/2012	0000923	UNITED PARCEL SERVICE	0000A0182W492		SHIPPING	24.62
						Total :	24.62
152544	12/27/2012	0001052	WASHINGTON STATE PATROL	I13004086		BACKGROUND CHECKS	660.00
						Total :	660.00
152545	12/27/2012	0001000	WHIDBEY AUTO PARTS, INC.	161115		FILTERS	80.89
						Total :	80.89
152546	12/27/2012	0001007	WHIDBEY CLEANERS	232438		EMBROIDERY	21.74
						Total :	21.74
152547	12/27/2012	0000675	WHIDBEY COMMUNITY PHYSICIANS	092412		PHYSICAL/HUBBARD	210.00
						Total :	210.00
152548	12/27/2012	0001017	WHIDBEY PRINTERS	45890		MAYOR'S LETTERHEAD	367.95
				45904		TAGS	200.95
				45922		BUSINESS CARDS/CORT/STOWELI	108.16
				45940		BUSINESS CARDS	54.08
						Total :	731.14

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152549	12/27/2012	0006906 WILDER, VALERIE	1		TRAVEL REFUND	56.00
					Total :	56.00
152550	12/27/2012	0001061 XEROX CORPORATION	701585490		OCT 2012/COPIER RENTAL	4,587.53
					Total :	4,587.53
56	Vouchers for bank code : bank				Bank total :	207,850.30
56	Vouchers in this report				Total vouchers :	207,850.30

City of Oak Harbor
City Council Agenda Bill

Bill No. AB-2
Date: January 2, 2013
Subject: North Booster Station and Transmission Main - Authorization to Solicit RFQs for Design

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 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.

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. 1470 § 2, 2006).

FISCAL IMPACT DESCRIPTION
Funds Required: $1000 for advertising in local and regional newspapers
Appropriation Source: Water Utility Funds

SUMMARY STATEMENT
The City of Oak Harbor water utility is in the process of upgrading the capacity and level of service of the water system. The improvements are intended to increase reliability of service to the customers, improve the level of water service, comply with standards for fire suppression flow, increase system capacity to serve future customers and provide new connection points to Navy facilities. The North

Reservoir is the central facility in this improvement program.

The improvement program began in January 2008 when a contract with the engineering firm of Gray & Osborne was established for site selection and preliminary design of a new water reservoir. A computer model of the existing water system was developed and calibrated as the primary tool for assessing the function of the existing water system and the improvements necessary to meet the current and future needs of the community.

Through analysis of existing water system facilities and evaluation of available locations, it was determined that the best available site for a new reservoir is a City property west of N Oak Harbor Street near Gun Club Road, the site of the North Reservoir. Along with the analysis for the North Reservoir, a series of follow-on capital water system improvements were developed to remedy existing deficiencies, increase the level of service, provide fire protection flows to Crescent Harbor Elementary School and serve anticipated growth of the community. The follow-on projects are: a booster pump station located with the North Reservoir, a pressure transmission main from the booster pump station through the NE Oak Harbor neighborhood to the Crescent Harbor Road-Regatta Drive intersection and to the Whidbey Avenue-Regatta Drive intersection, pressure transmission mains from the North Reservoir to SW Oak Harbor, and dedicated fill and outlet lines to and from the West Reservoirs.

The Oak Harbor water utility provides water supply to Naval Air Station Whidbey Island and its associated facilities. The Navy owns and operates its own water system to provide water service to these facilities. Currently there is a single supply connection point at the Naval Air Station where the City delivers water for all the local Navy facilities. Water supply to the Seaplane Base, Victory and Maylor Point housing areas is conveyed south from the Naval Air Station via a Navy transmission main along Goldie Street, Midway Boulevard and Whidbey Avenue. The Crescent Harbor housing area and Crescent Harbor Elementary School are supplied by a transmission main that branches from Goldie Street and runs through the NE Oak Harbor neighborhood to Crescent Harbor Road. The existing Navy transmission mains in Oak Harbor are aging asbestos cement pipe and are due for replacement. Replacing the Navy transmission lines between the Naval Air Station and the Seaplane Base and Crescent Harbor housing area is the first capital project listed in the current NAS Whidbey Island Water System Plan.

In 2009, Navy and City staff realized that both water systems needed new transmission mains to or through NE Oak Harbor. As there are substantial economic benefits available from development of a single solution that meets the needs of both systems, City and Navy staff have been working together to bring this about. The proposed project is a 16-inch diameter main extending from the Gun Club Road-N Oak Harbor Street intersection east to Goldie Street, then NE 16th Avenue, crossing SR 20 with one branch continuing to the Crescent Harbor-Regatta intersection and another extending along NE O'Leary Street to Whidbey Avenue and the Whidbey-Regatta intersection. Along with the main, two new supply connection points between the City and Navy systems are planned, one at the Crescent Harbor-Regatta intersection to serve the Crescent Harbor housing and Crescent Harbor Elementary School, and the other at the Whidbey-Regatta intersection to serve the Seaplane Base and Victory and Maylor Point housing areas. The proposed NE Transmission Main Project is a single pipeline system that will provide increased water pressure to the NE Oak Harbor neighborhood, increase fire flow to the east half of Oak Harbor, provide water supply and fire suppression flows to Crescent Harbor Elementary School and Crescent Harbor Housing, provide normal service to the Seaplane Base, Maylor Point and Victory housing.

Planning level cost estimates for the projects are $2.1 million for the booster pump station and $5.4 million for the transmission main(s). Funding sources for the projects are water system impact fees, utility rates, low interest loans from the Public Works Board and cost sharing with the Navy. The proposed structure of this joint project is the Oak Harbor water utility designing and building the new facilities with the Navy sharing in the capital costs. The options currently under consideration for cost sharing by the Navy are: 1) a one-time capital cost, 2) a recurring cost through the construction period, and 3) a water rate which incorporates the capital cost for the duration of this contract.

The proposed project schedule is ambitious, with the goal of construction completion in November 2014. Design services from a qualified engineering consultant firm will be necessary to provide construction plans and specifications for this project in a timely manner. The proposed timeline for hiring a consultant is as follows:

- January 3, 2013 - Issue Request for Qualifications (RFQ)
- February 7, 2013 - Deadline for Statement of Qualification (SOQ) submittals
- February 19, 20 & 21, 2013 - Consultant interviews
- February 22, 2013 - Consultant(s) selected
- March 5, 2013 - Council authorizes scope and fee negotiations with selected Consultant
- April 16, 2013 - Council approval of Consultant Contract Award

STANDING COMMITTEE REPORT

This issue was discussed at the December 6, 2012 Public Works Standing Committee meeting and at the Government Services Standing Committee on December 11, 2012.

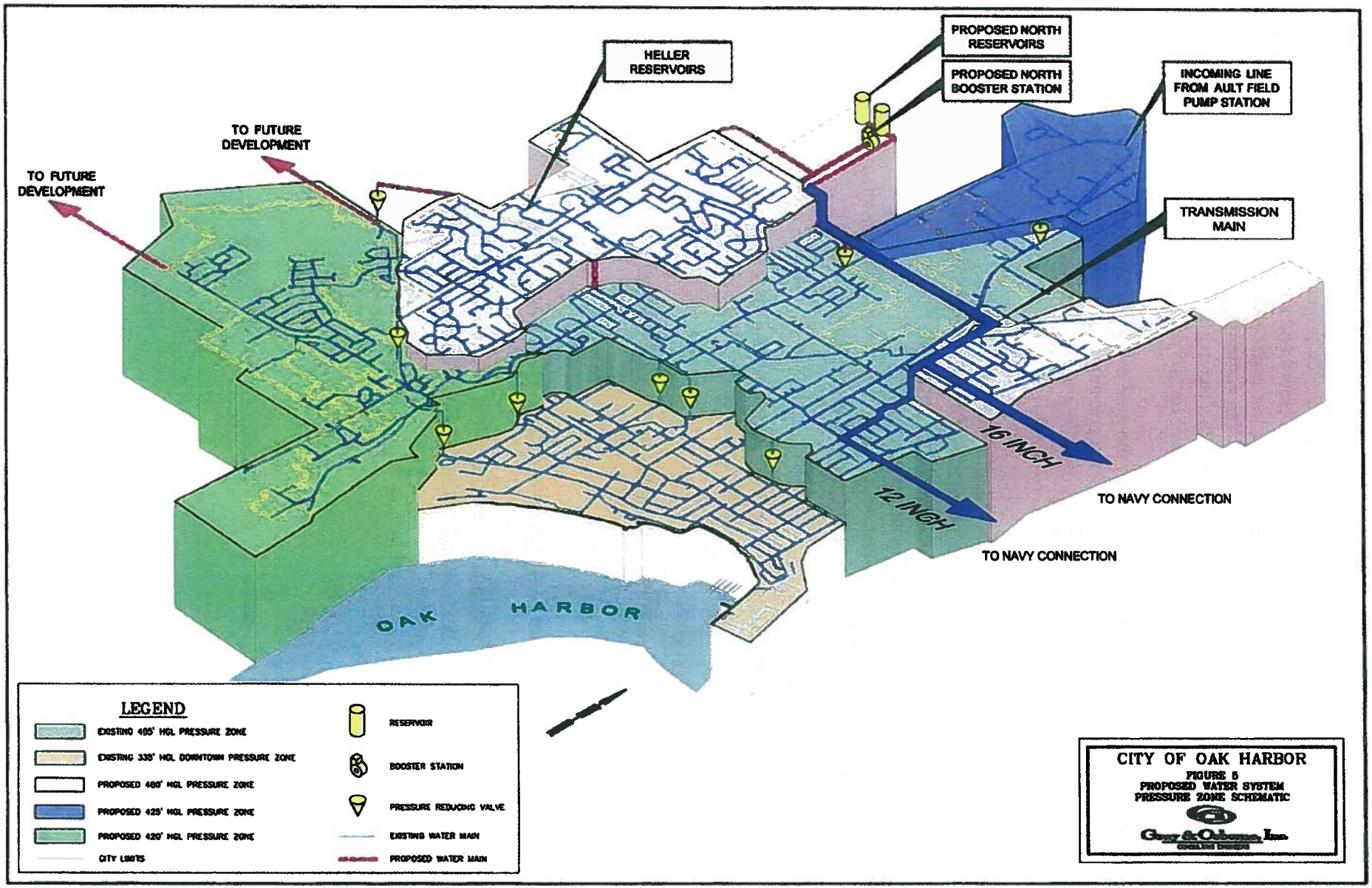
RECOMMENDED ACTION

A motion to authorize soliciting statements of qualifications from engineering firms for the design of a new booster pump station and water transmission main.

ATTACHMENTS

- Figure 5, Proposed Water System Pressure Zone Schematic
- Draft RFQ
- NAS Whidbey Island Seaplane Base Connection to COH Water System Project Report, September 2011 http://www.oakharbor.org/uploads/documents/1945navy_report.pdf

MAYOR'S COMMENTS


HELLER RESERVOIRS
PROPOSED NORTH RESERVOIRS
PROPOSED NORTH BOOSTER STATION
INCOMING LINE FROM AULT FIELD PUMP STATION
TRANSMISSION MAIN
TO FUTURE DEVELOPMENT
TO FUTURE DEVELOPMENT
16 INCH
12 INCH
TO NAVY CONNECTION
TO NAVY CONNECTION
OAK HARBOR
LEGEND
EXISTING 405' HGL PRESSURE ZONE
EXISTING 335' HGL DOWNTOWN PRESSURE ZONE
PROPOSED 480' HGL PRESSURE ZONE
PROPOSED 425' HGL PRESSURE ZONE
PROPOSED 420' HGL PRESSURE ZONE
CITY LIMITS
RESERVOIR
BOOSTER STATION
PRESSURE REDUCING VALVE
EXISTING WATER MAIN
PROPOSED WATER MAIN
CITY OF OAK HARBOR
FIGURE 5
PROPOSED WATER SYSTEM
PRESSURE ZONE SCHEMATIC
Gray & Osborne, Inc.

Request for Qualifications (RFQ)
ENGINEERING SERVICES

Soliciting Agency: City of Oak Harbor

Submittals Due By: February 7, 2013 (postmarks acceptable)

Submit to: City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, WA, 98277,
ATTN: Joe Stowell, P.E.

For More Information: Joe Stowell, P.E., City Engineer
360 279-4520 or jstowell@oakharbor.org

Introduction

The City of Oak Harbor Water Utility on Whidbey Island in Island County is seeking submittals from qualified engineering consulting firms to be considered for two upcoming projects; design, construction plans, specifications, estimates and construction engineering support for; 1) a municipal booster pump station and 2) a cross-city water transmission main. This Request for Qualifications (RFQ) is intended to develop a list of qualified firms capable of developing a design and construction documents for these two facilities.

Background

The Oak Harbor Water Utility is in the process of implementing several significant capital improvement projects. The improvements are intended to enhance reliability of service to the customers, improve the level of water service, comply with standards for fire suppression flow, increase system capacity to serve future customers and provide new connection points to the adjacent Navy water distribution system.

The improvement program began in 2008 with the development of a calibrated hydraulic model of the existing water system. The hydraulic model was used to determine the best available location for a new reservoir and the follow-on projects that would be necessary to serve the Community. The new reservoir, known as the North Reservoir, is located in the Northwest part of Oak Harbor near the west end of Gun Club Road. Design of the North Reservoir is complete, construction is scheduled for 2013.

The booster pump station and the pressure transmission main are intended to raise service pressure in NE Oak Harbor and provide fire suppression flows to Crescent Harbor Elementary school in the near term. Longer term plans include additional transmission mains linking the booster station to higher areas of western Oak Harbor.

The booster pump station is located at the North Reservoir site. The pump station will include at least three pumps, provisions for additional future pumps, an engine-generator set for back-up power supply, integration with the existing SCADA system, and will be designed for operator safety and ease of operation and maintenance.

The cross-town transmission main begins at the intersection of North Oak Harbor Street and Gun Club Road and will convey pressurized water from the booster pump station to the NE Oak Harbor neighborhood extending to the Crescent Harbor Road – Regatta Drive intersection and to the Whidbey Ave – Regatta Drive intersection. The transmission main project includes two new connections to serve the existing Navy water distribution system at the Regatta Drive intersections with Crescent Harbor Road and Whidbey Avenue.

The proposed project schedule is ambitious with the goal of construction completion in October 2014. Design services from a qualified engineering consultant firm will be necessary to provide construction plans and specifications for this project in a timely manner. The planning level project cost estimates for the projects are $2.1 million for the booster pump station and $5.4 million for the transmission main.

Project Schedule

The proposed schedule for the Oak Harbor booster pump station and transmission main is as follows:

- February 7, 2013 - Deadline for SOQ submittals
- February 2013 – Consultant interviews and selection
- March 5, 2013 – City Council authorizes scope and fee negotiations with selected consultant
- April 16, 2013 – City Council approval of consultant contract and award
- August 30, 2013 – 90% design
- September 2, 2013 – Permit applications (grading) and submittal to WSDOH
- October 31, 2013 – Permits in hand, WSDOH approval
- November 15, 2013 – 100% Plans, Specifications and Estimates
- December 3, 2013 – City Council authorization to solicit construction bids
- January 9, 2014 – Construction bid opening
- January 21, 2014 – City Council awards construction contract
- February 10, 2014 – Construction Notice to Proceed
- November 10, 2014 – Construction completed

Essential Qualifications

Each firm submitting qualifications must confirm in writing that it is able to meet the following essential abilities:

- Ability to assemble a team with demonstrated technical qualifications and in sufficient numbers to accomplish the projects as scoped and scheduled.

- Demonstrated recent (within the last five years) experience providing similar design services on projects of similar scale for public water utilities.

- Ability to provide design documents stamped by a professional engineer currently registered in the State of Washington.

- Expertise in the areas of: right-of-way determination, topographic mapping, pumping systems, pump station design, water main design, hydraulic analysis, water valves, SCADA systems, electrical design, WSDOH project report submittals.

Submittal Requirements

Submittals from interested firms must be submitted in a timely manner as detailed at the top of this RFQ and must at a minimum contain the following:

1. Letter of General Interest
2. Statement of Firm Qualifications and Expertise as they Pertain to the Projects Described
3. Company Hourly Rates by Position/Fee Schedule for 2012/2013
4. Statement of Expectations on the Need for Lodging, Per Diem and Travel Costs
5. Resumes of Key Personnel
6. Three References from Municipal Water Purveyors
7. Brief (no more than 1 page) Description of a completed Municipal Project showing Effective Time and Budget Management

There is 40 page limit for submittals. Three complete copies of all submittals are required. Submittals must be received by February 7, 2013.

Selection Process

A City-appointed team will review all submittals and develop a list of three qualified firms. The City will either select one or two qualified firms from the list or conduct interviews with all three firms in order to select the most qualified firm or firms. The City reserves the right to make its selection based on any of the submittal requirements listed above.

Non-Discrimination

All selected vendors must comply with the City of Oak Harbor's equal opportunity requirements. The City of Oak Harbor is committed to a program of equal employment opportunity regardless of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability. It is the City of Oak Harbor's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

Non-Collusion

Submittal and signature of a response to this RFQ swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham submittal, or to refrain from responding.

January 2, 2013

City of Oak Harbor
City Council Agenda Bill

Bill No. AB-3
Date: January 2, 2013
Subject: Septic to Sewer Technical Memorandum

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

SD Scott Dudley, Mayor
LC Larry Cort, City Administrator
____ Doug Merriman, Finance Director
GW Grant Weed, Interim City Attorney, as to form

PURPOSE
This agenda bill presents the findings of the Septic to Sewer Technical Memorandum, prepared by Carollo Engineers and BHC Consultants, and requests direction from City Council regarding policy development.

AUTHORITY
The City has authority under RCW 35A.11.020 to render governmental services including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns. The authority to provide sewer services if found in RCW 35.21.210 Chapter 35.67. Planning for those services as may be required under WAC 173-240 is included in this authority.

FISCAL IMPACT DESCRIPTION
Funds Required: None
Appropriation Source: N/A

SUMMARY STATEMENT
City Council approved an agreement with Carollo Engineers for the development of a facilities plan for a new wastewater treatment plant on August 4, 2010. The scope of work was divided into several parts. Subtask 240 of the scope of work is for "evaluation of the Feasibility of Connecting Non-Sewered Residents." Carollo Engineers and BHC Consultants have provided the Septic to Sewer Technical Memorandum to address this task and provide the City with the information necessary to proceed with Septic to Sewer Policies.

The technical memorandum is broken into three basic sections. The first section determined which areas are currently on septic systems (or unsewered) and developed a strategy for providing public sewer to these areas. They studied both within City limits and within the Urban Growth Area defined by the City. Cost estimates were then developed based on the proposed strategy. The final section illustrates how other communities have addressed septic to sewer issues and what policies they have adopted. This section also explores funding opportunities.

The policy issues are so great and complicated that staff recommends developing a working group comprised of members of City Council (possibly the Public Works Standing Committee), the public and staff to fully investigate the available options. Policy could be explored around the following topics:

- Requirements to connect to public sewer
- Gravity sewer *vs.* public sewer lift stations *vs.* individual grinder pumps
- Sewer system expansion priorities
- Financing of public improvements
- Funding opportunities for private homeowner costs

STANDING COMMITTEE REPORT

This issue was discussed at the December 6, 2012 Public Works Standing Committee meeting and at the Government Services Standing Committee on December 11, 2012.

RECOMMENDED ACTION

A motion authorizing the development of a working group comprised of members of City Council, the public and staff to fully investigate the available options, as indicated above.

ATTACHMENTS

- Septic to Sewer Technical Memorandum

MAYOR'S COMMENTS

CITY OF OAK HARBOR

PRELIMINARY ENGINEERING AND FACILITIES PLAN

TECHNICAL MEMORANDUM – Septic to Sewers

November 2012

BHC CONSULTANTS

CITY OF OAK HARBOR

PRELIMINARY ENGINEERING AND FACILITIES PLAN

TECHNICAL MEMORANDUM – Septic to Sewers

TABLE OF CONTENTS

APPENDICES

1.0 INTRODUCTION

This Technical Memorandum (TM) presents an investigation of the feasibility and costs associated with extending sewer service to the unsewered areas of the City and the Urban Growth Area (UGA). This task was identified in the original contract as Task 240.

The City is interested in investigating the extension of sewer service beyond those parcels that are currently on sewers. Some of these parcels are within and some outside the current City limits. However, all areas considered were within the Urban Growth Boundary (UGB) limits.

Specific tasks associated with this work include the following:

1. Investigate feasibility of extending sewer service to those parcels within the City limits.
2. Investigate the feasibility of extending sewer service to the 13 areas outside the City limits. The original scope identified 11 areas, but one area was divided and an additional area was added.
3. Provide a schematic service alternative for these areas.
4. Provide a planning level cost estimate for the proposed service scheme.
5. For the proposed plan to extend sewer service to unsewered areas, develop a financial analysis for three (3) potential funding scenarios; to be selected by the City.
6. Provide public involvement associated with this task. This will specifically include an estimated three public meetings.
7. Prepare a policy statement regarding the extension of sewer service.
8. Present proposed service scheme, estimated costs, rate impacts, and proposed policy to the staff and City Council.
9. Present findings in a project technical memorandum.

In addition, the City asked that the isolated and unconnected lots be evaluated despite the fact that sewers are directly adjacent to the parcels. These individual lots were identified and a cost to connect these parcels was estimated.

Using mapping provided by the City, figures were generated showing existing parcels, existing sewer lines, sensitive areas, topography, aerial photos and zoning. Individual

maps focused on single island areas and are included as part of this Technical Memorandum. The proposed service scheme to all unsewered parcels was presented on these figures. Where possible sewer service was provided with gravity sewers. In cases where topography prohibited gravity service, grinder pumps and low pressure force mains were identified as the best service scheme. Field visits verified the ability to serve the parcels by the proposed method and route, and City staff input was incorporated. Sensitive areas were avoided where possible.

The following discussion is divided into the following categories:

- Extension of General facilities to serve the island areas
- Estimated costs for each of the General Facilities
- Discussion of the policies the City might want to consider
- Impact on rates

2.0 EXTENSION OF GENERAL FACILITIES

The 13 isolated, or island, areas are all within the UGA boundary of the City. These areas were originally numbered, but subsequently named by the City Staff to be more recognizable to local residents. These areas are described below and reflected on Figure A (overall vicinity map) and Figures 1 through 12 (which correspond to the area numbers). A breakdown of the cost estimates can be found in Appendix B.

Area 1 – Boon Road North (see Figure 1).

Area 1 is located on the western edge of the City, just outside City Limits, on Fort Nugent Avenue near Boon Road. The 3 parcels within Area 1 are defined by the Future Land Use map as Low Density Residential. A short stub of 8" gravity sewer pipe would connect the southern parcel to the existing sewer line on SW Berwick Drive. The middle parcel could tie into this existing pipe, and the northern parcel could tie into the 8" gravity sewer pipe to the north of the parcel.

Estimated project costs for sewering this island area are $65,500, or $6,100 per acre for the larger parcels.

Area 2 – Capital Drive (see Figure 2)

Area 2 is located on State Route 20, north of the Scenic Heights neighborhood. It is located outside the City Limits. The 22 parcels within Area 2 are defined by the Future Land Use map as Low Density Residential. 8-inch diameter sewer pipe in Capitol Street would service the majority of the parcels in this Area, with a couple pipe runs placed in easements to serve landlocked parcels. A segment of 8-inch

pipe would be necessary on an easement east of Poppy's Place to serve the northern parcels of this Area.

Estimated project costs for adding sewers to this Area are $661,900, or $30,100 per parcel.

Area 3 – Kiwi Acres (see Figure 3)

Area 3 is located adjacent to Area 2, on the west side of State Route 20, along Kiwi Acres Lane. This area is located outside the City Limits, and is composed of 4 parcels defined as Low Density Residential by the Future Land Use map. An 8-inch diameter gravity sewer pipe along Kiwi Acres Lane, intersecting the existing sewer main in State Route 20 would serve the four parcels of this Area.

Estimated project costs for adding sewers to this Area are $219,100, or $44,700 per acre for the larger parcels.

Area 4 – West Ridge (see Figure 4)

Area 4 is located adjacent to Area 3, along SW Ridgeway Drive/Ridgeway Drive, along Sparrow Circle, and north along Oakmont Lane and Baymont Drive. The area is located outside the City Limits, and is composed of approximately 106 single family, low density residential parcels. Eight-inch diameter gravity sewer piping along Ridgeway Drive, Greenwood Street, SW Ridgeway Drive, Sparrow Circle, Meridian Street, Oakmont Lane, and Baymont Drive would serve these parcels, along with some pipe on easements connecting to existing gravity sewers within the City's system.

Estimated project costs for adding sewers to this Area are $2,598,300, or $23,500 per parcel.

Area 5 – Crossroads (see Figure 5)

Area 5 is located along Swantown Road and SW Heller Street in the western part of the City. The Area is composed of 170 single family, low density residential parcels. Adding 8-inch diameter gravity sewers in Liberty Lane, Heritage Way, Colonial Way, Patriot Way, Independence Court, Crosswoods Circle, Juniper Court, Tulip Lane, Fireside Lane, Lato Drive, Norman Drive, and extending service along Heller Street would serve these parcels. Some piping would extend through private property, and easements would be necessary in these cases.

Estimated project costs for sewering Area 5 are $4,386,900, or $26,100 per parcel.

Area 6 – Boon Road South (see Figure 6)

Area 6 is located near Area 1, just south of Fort Nugent Avenue. It is composed of 8 low density residential parcels and all parcels are outside of the City Limits.

Service to the three parcels that are adjacent to Fort Nugent Avenue can be achieved by connecting to the existing gravity sewer main on Fort Nugent Avenue. The five remaining parcels would require grinder pumps and a low pressure force main to carry flow from these parcels to the existing line in Fort Nugent Avenue. Easements would be necessary for the entire length of the low pressure force main.

Estimated project costs for sewering Area 6 are $302,600 or $13,800 per acre for the larger parcels.

Area 7A – Scenic Heights Bluff (see Figure 7)

Area 7A is located along Scenic Heights Street, and is composed of 28 waterfront parcels. The parcels are all single family, low density residential parcels, within the City Limits. A gravity sewer main exists in Scenic Heights Street. Service for these parcels would occur using individual grinder pumps, which would connect into the existing gravity main. The parcel owners would be responsible for the purchase, installation of the grinder pumps, and connection to the main.

Estimated project costs for sewering Area 7A are $73,600 (stubs to edge of right-of-way), or $4,900 per parcel.

Area 7B – Waterloo Road (see Figure 7)

Area 7B is located adjacent to Area 7A, between State Route 20 and Scenic Heights Street. It is a mix of large lots and 52 smaller, single family parcels. All parcels are single family, low density residential parcels located partially within and partially outside the City Limits. Not much piping exists in the area of 7B. Therefore, sewer mains would need to be installed to carry flow to the existing sewer piping in Scenic Heights Street. 8-inch sewer lines would be added to Waterloo Road, Greatview Place, Grientjes Lane, Walker Heights Place, and Balda Road. 8-inch sewer lines would also be added along easements established between parcels to serve properties that did not flow into the above mentioned pipes due to topography issues.

Estimated project costs for sewering Area 7B are $2,913,100, or $29,400 per parcel (or $28,100 per acre for the larger parcels).

Area 8 – Hillcrest (see Figure 8)

Area 8 is located on the far west side of the City, just outside the City Limits. Whidbey Golf & Country Club is located directly to the south of the Area 8. Area 8 is comprised of 424 established single family parcels and 13 large parcels. These parcels are all designated as single family, low density residential parcels. Also within Area 8 is a Special Planning Area that allows for 352 housing units.

The 2008 Comp Plan detailed plans for the Fairway Lane Pump Station and force main to be located on the far western edge of Area 8. This Pump Station and force main have been included in the cost estimate for this Area. Generally this area is served with gravity sewers, though there are isolated areas will require grinder pumps and a low pressure force main. Easements would need to be established in many areas of Area 8 in order to serve parcels by gravity.

Estimated project costs for sewering Area 8 are $19,774,600, or $23,300 per parcel (or $22,600 per acre for the larger parcels).

Area 9 – SW 29th Avenue (see Figure 9)

Area 9 is located to the west of State Route 20, just south of Area 4. This area is partially within and partially outside the City Limits. Area 9 is composed of 11 large parcels, all with the single family, low density residential designation. There is an existing 8-inch gravity sewer line that runs along SW 24th Avenue. The northern portions of Area 9 will be able to tie into this existing pipe. To serve the remaining parcels, a new 8-inch gravity sewer pipe would need to be installed in an easement along the south parcel lines to carry sewage to the manhole on State Route 20 and Eagle Vista Avenue. Another segment of 8-inch pipe would need to be placed along State Route 20, also tying into the aforementioned manhole.

Estimated project costs for sewering Area 9 are $651,300 or $8,500 per acre for the larger parcels.

Area 10 – Dillards Addition (see Figure 10)

Area 10, also known as Dillard's Addition, is located along SW Dillard Lane, north of Area 7A. There are 31 single family parcels located in Area 10. All of these parcels are within City Limits and are designated as single family, low density residential. A low pressure force main already exists to service these parcels. All parcels require a grinder pump to connect to the force main. Several homes already are connected.

Estimated project costs to complete the Area 10 sewering are $742,300 or $25,500 per parcel (or $33,500 per acre for the larger parcels).

Area 11 – NE Drainage Basin (see Figure 11)

Area 11 is located in the northern region of the City. Approximately 2/3 of Area 11 is within City Limits. The Future Land Use map designates portions of this Area as Auto/Industrial Commercial, Community Commercial, Public Facilities, and Low Density Residential. To service the northern portion of Area 11, a low pressure force main would be installed south of Fakkema Road along an easement. This line would then be routed into State Route 20, and continue until it intercepts the existing gravity main in State Route 20. Service to the south portion of this Area

would occur via a low pressure force main in North Torpedo Road and onto NE 16th Avenue, where the force main would connect to the existing gravity sewer. The majority of all parcels in this Area would be serviced by grinder pumps. Estimated project costs to sewer Area 11 are $1,178,300, or $6,900 per acre.

Area 12 – Goldie Road Enterprise Area (see Figure 12)

Area 12 is located in the northern portion of the City, just south of County Road 301. Approximately ¾ of Area 12 is outside of City Limits. This area has the following Future Land Use map designations: Community Commercial, Planned Industrial Park, Industrial, Planned Industrial Park, Planned Business Park, Open Space, NAS Whidbey, Residential Estate and Low Density Residential. The Comprehensive Plan identifies the majority of the parcels as Industrial/Commercial. The Comprehensive Plan has established certain gravity sewer mains, as shown on Figure 12 in "clouds". These lines have been included in the cost estimate. Additional sewer lines are necessary to serve the other parcels in this Area. To serve the northwestern Low Density Residential parcels, gravity sewers would need to be installed in Yvonne Avenue, Summit Boulevard, Rebecca Lane, Linda Lane, Arwin Drive, and Hawks Prairie Road. An easement would also need to be incorporated to serve some of the parcels. These residential flows will tie into a gravity main that flows along County Road 301 to the existing Lift Station on Old Goldie Road. Service to the Residential Estate parcels in the southern part of Area 12 will be accomplished by the incorporation of sewers in Red Robin Lane, Rife Road, and Quil Lane. Easements will be necessary for other portions of this area where rights-of-way are not available. Major sewer lines to serve the industrial/commercial parcels within the Area will be required on Oak Harbor Road, Industrial Avenue, Oak Street, and Technical Drive. Easements throughout the Area will be necessary to serve those parcels that do not have road access.

Estimated project costs to sewer Area 12 are $21,652,900 or $17,600 per parcel (or $28,600 per acre for the larger parcels).

3.0 ESTIMATED COSTS

Without knowing what the ultimate buildout of all of the areas would be, it was assumed that service would be provided to each parcel, even to those parcels that would likely be designated as wetlands. Large parcels were shown to be served by a single stub. Should a large parcel be developed into smaller parcels, it was assumed that the developer would provide the onsite improvements to extend service within the development.

Once mapping was completed, cost estimates were produced for each area. These cost estimates are very broad, planning-level estimates, which were based on numerous assumptions. Cost estimates assumed contingencies for temporary and permanent easements, state sales tax, engineering design and permitting, City project

administration, legal and financing costs. There was, however, no allowance for any fees that might be unique to the individual areas. Costs were broken down by either a per parcel cost (for areas that had existing single-family residential parcels) or by per acre cost (for those areas that contained various different zoning designations, for highly industrial/commercial zoned areas, or for large residentially zoned parcels that have yet to be subdivided).

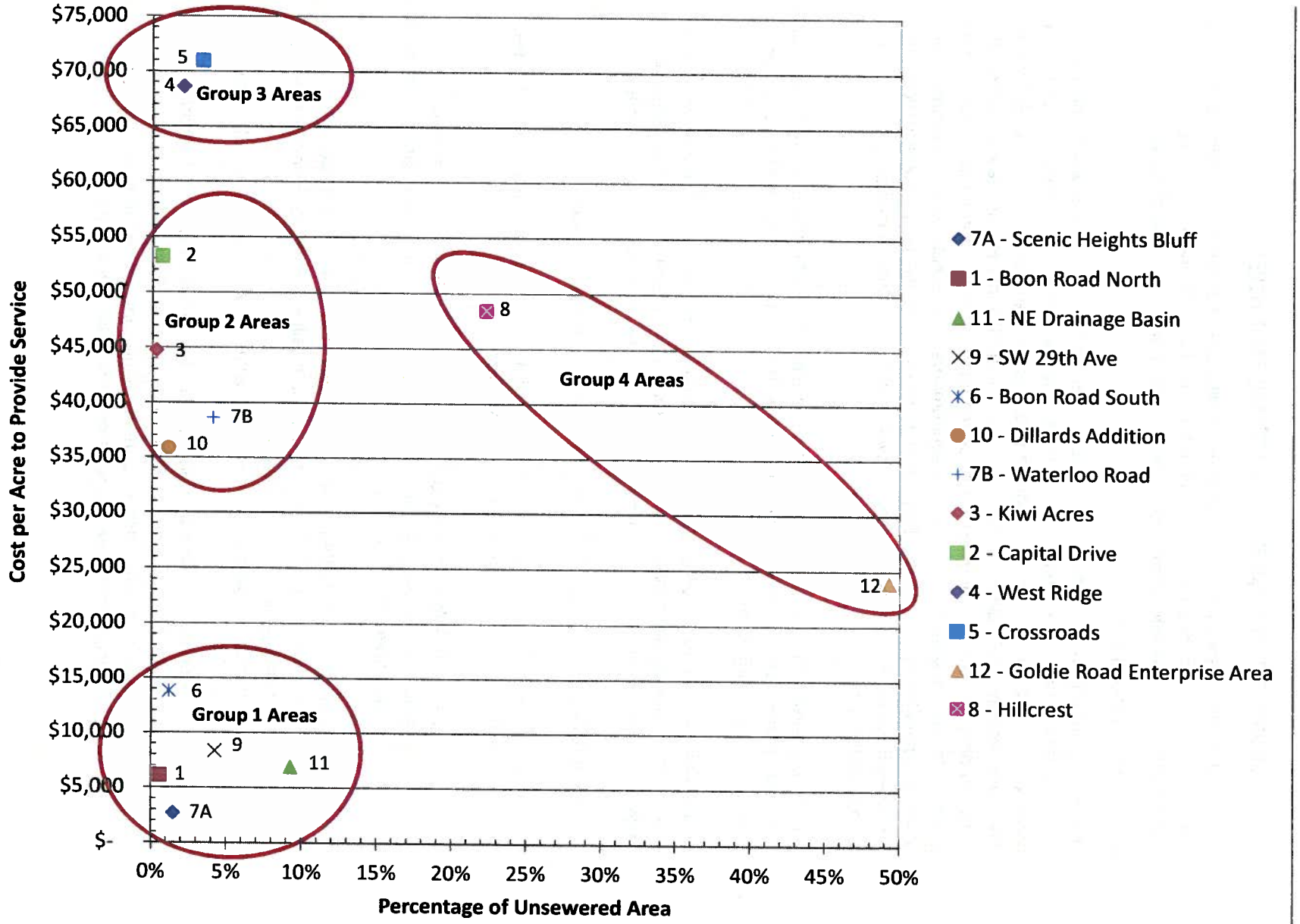
A description of the estimated costs is detailed in Appendix B. A description of the areas is included in Section 2.0 and the maps of the proposed sewer lines are attached to this memo as Appendix A.

The 13 areas represent a wide variety of development. Similarly, the cost to extend sewers to these areas varies greatly. The presentation of costs in Appendix B compares the costs for the single family lots and a separate comparison of the large lots on a cost per acre basis. Making such a cost comparison is valuable to the property owners so they can have a sense of the financial obligations.

The summary table in Appendix B also presents a composite of cost per gross acre that blends the small single family lots with the larger lots. These values are presented in the following table. These values, when compared with the affected area, lead to four groupings of areas that can be prioritized.

Groups 1, 2 and 3 consist of relatively small areas with increasing costs per acre. Group 4 includes larger parcels that may develop more slowly over time. Considering the policy and financing options discussed in Section 4 as well as other factors such as pavement condition, septic failures and the potential for health issues, the City may wish to establish a priority for connecting areas based on these groups.

Area Number - Name	Cost/Acre	% Total Area	% Total Cost
7A - Scenic Heights Bluff	$ 2,700	1.5%	0.1%
1 - Boon Road North	$ 6,100	0.6%	0.1%
11 - NE Drainage Basin	$ 6,900	9.3%	2.1%
9 – SW 29th Ave	$ 8,500	4.3%	1.2%
6 - Boon Road South	$ 13,800	1.2%	0.5%
	Subtotal Group 1	**16.8%**	**4.1%**
10 - Dillards Addition	$ 35,900	1.1%	1.3%
7B - Waterloo Road	$ 38,700	4.1%	5.3%
3 - Kiwi Acres	$ 44,700	0.3%	0.4%
2 - Capital Drive	$ 53,200	0.7%	1.2%
	Subtotal Group 2	**6.2%**	**8.2%**
4 - West Ridge	$ 68,600	2.1%	4.7%
5 - Crossroads	$ 71,000	3.4%	7.9%
	Subtotal Group 3	**5.4%**	**12.6%**
12 - Goldie Rd Enterprise	$ 24,000	49.3%	39.2%
8 - Hillcrest	$ 48,500	22.3%	35.8%
	Subtotal Group 4	**71.5%**	**75.0%**
	Total	**100.0%**	**100.0%**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7A - Scenic Heights Bluff
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11 - NE Drainage Basin
9 - SW 29th Ave
6 - Boon Road South
10 - Dillards Addition
7B - Waterloo Road
3 - Kiwi Acres
2 - Capital Drive
4 - West Ridge
5 - Crossroads
12 - Goldie Road Enterprise Area
8 - Hillcrest

4.0 CONNECTION AND FINANCING POLICIES

The cost of the extension of sewer service will ultimately be paid for by those connecting to the sewer, as has been the case throughout the City. There are a variety of ways to go about funding the extensions, connecting the properties and getting repaid.

4.1 Connection Policies

Before discussing how these improvements are funded, it is important to define the City's potential position on requiring connection to the system. Currently, in areas that have annexed to the City, the functioning septic tanks are allowed to remain as long as they are properly maintained and permitted by Island County Public Health. Within the City, all new development is required to connect to the sewer if it is within 200 feet for single family residential (greater requirements for multi-family, schools and commercial/industrial). So, the focus of this program would be to make policies that encourage connection to the extended sewer in a manner that makes both financial and public health sense.

In moving forward with a sewer extension program (or septic to sewer program), the primary options include whether the City will require immediate connection or promote and encourage new connections.

Some cities force connection under all circumstances and regardless of the condition of their existing onsite septic system. This extreme approach often presents a hardship on those who cannot afford the cost of construction and the associated connection fees.

A more moderate approach to requiring connection is presented below:

a. All new development within 200 feet of a sewer must connect, such as a new structure on a developed lot or on a vacant parcel.

b. New non-residential development more than 200 feet from a sewer will be required to connect through a developer extension agreement, which may include latecomer provisions.

c. Existing onsite systems within 200 feet of the sanitary sewer system and failing annual inspection must connect. A failing system is defined below:
   1) Sewage on the ground surface
   2) Sewage backing up into a structure due to slow soil absorption of effluent
   3) Sewage leaking from a septic tank, pump chamber, or collection system
   4) Evidence of ground or surface water quality degradation
   5) Inadequately treated effluent contaminating ground or surface water
   6) Noncompliance with requirements stipulated in the permit

d. Major remodel or expansion of an existing structure would trigger a connection requirement. The definition of "major" is normally thought to be any improvement to the land or dwelling that requires a building permit.

e. Change in property ownership by sale, inheritance, or by other means would require connection.

f. Failing existing onsite systems greater than 200 feet from the sanitary sewer system will be reviewed on a case by case basis. Consideration will include:
   1) Temporary connection via private pumping and force main system
   2) Executed pledge supporting future LID or Developer Extension
   3) Enhanced septic system repairs

Another policy to be considered is the difference between inside city limits compared to inside UGA boundaries. The areas included in this study include unsewered areas both inside city limits and within the UGA boundaries. The current policy is that sewer will be provided only within the city limits except for emergency sanitary sewer service to pre-existing uses. In this case, the property owners must sign a no-protest agreement regarding future annexation.

4.2 Fees and Charges

Currently, new connections to the sewer system must pay:

- System Development Charge for their share of the general facilities and
- One of the following for connecting to an existing sewer line,

  1) Sewer Trunk Line Fee,
  2) Latecomers' Fee or
  3) Un-assessed Frontage Connection Fee

Alternatively, the new connection can construct the sewer extension through a Developer's Extension or Local Improvement District. The City also has Special Connection Charges in certain areas where improvements have been constructed in advance of future connections being made.

Once connected to the sewer, the customer begins paying monthly sewer rates.

When considering a sewer extension program, the general policy should be that all connection fees and charges are due and are triggered by connection policies described above in Section 4.1.

Payment of these fees and charges is normally due in full when connection is made. However, the City has allowed some connections to finance the charges over three years, with a 25% deposit due at the time of signing a contract and the additional payments made each year. Cities often include a finance charge or interest rate and

administrative fee to recognize the time value of financing vs. paying in full and the cost of administering the contract. An example would be a financing charge equal to the current municipal bond rate plus 1 percent.

The Connection Charges and/or System Development Charges should be evaluated annually to confirm that the charges reflect the appropriate fair share of the costs of the system and meet the financial obligations of the City. The charges for any connection are established by ordinance and are fixed charges regardless of whether or not it is financed over time.

The policy of inside city limits versus inside UGA boundaries would need to specify any differences in fees and charges. Currently, the connection fees are the same for within the city limits or UGA but the monthly sewer rates for the UGA are 1.5 times the in-city rates.

4.3 Funding Sources for Construction of the Improvements

The question of how these improvements will be funded is an issue that requires input and support of the City Council. Cities have adopted a wide variety of differing policies, each of which has its own advantages and disadvantages. The options for funding include grants or loans from federal or state programs, local funding through the City such as the capital improvement program or selling bonds, combined funding through local improvement districts or developer funding with repayment from latecomers.

Sewering these 13 island areas will cost both the City and the property owners. If the City were to lead the program, it would likely require borrowing as federal and state grants are very limited for the extension of sewer service. The funds will be repaid by the sewer utility and the property owners will pay connection fees and charges upon connection and will begin paying monthly sewer rates. In essence, the connection charges will go toward their fair share of the cost of the sewer facilities and extension and the monthly sewer rates will be additional revenue for the utility.

There are limited federal and state grants available except for occasional hardship or health hazards. Federal and State grant and loan programs are showcased annually at the Infrastructure Assistance Coordinating Council (IAAC) Conference. It is advisable that the City attend this funding conference to learn of the recent and current developments in available funding programs.

A description of the funding options follows below.

<u>FEDERAL</u> - Federal funding could be acquired through the Economic Development Administration (EDA) for commercial/industrial areas. This process, however, takes years to develop and the City would be bound to years of reporting to the Federal Government should monies be allocated. Community Development Block Grant program may have funding for areas with low to moderate income property owners. Federal funds from the Environmental Protection Agency (EPA) for clean water are administered by State Department of Ecology and are described below. The State and

Tribal Assistance Grant program has not been open for several years and may or may not come available in the future. Finally, a Congressional allocation could be acquired. This would be an earmark in the budget process.

STATE - State Financing Programs include the DOE Clean Water Fund, Community Development Loans, and the Public Works Trust Fund (PWTF). Collection systems are almost never funded with the DOE Clean Water Fund as these funds are prioritized by environmental benefit. DOE has funded a number of programs for converting septic to sewer where failing septic systems can be demonstrated. The PWTF is a viable option for the City with low-interest loans, assuming that there is money available in the program. The State government recognizes that the PWTF creates jobs, so money might be available in the coming years, even with the State's budget deficiencies. The state loan programs typically operate on an annual or biennial cycle, with DOE water quality applications due in October/November and PWTF applications due in May. The funds would be available the following July for DOE and the second following July for PWTF.

COUNTY - There are limited .09 Rural County Sales Tax dollars available through Island County Economic Development but these are highly competitive and the City has been pursuing these for the WWTP facility project.

LOCAL / CITY - Local funding could occur either by means of City policy or Property-owner funding. The City has the desire to complete the City's wastewater collection system by sewering those areas not yet sewered within the UGA boundary. By extending the sewer system to include these unsewered areas, the revenue base is expanded which will cast a broader net to help cover operational, maintenance and debt costs of the collection and treatment systems. Development will be promoted within the undeveloped industrial areas of the UGA boundary should sewers be placed in these areas.

Funding alternatives for City policy include issuing bonds, including an annual program allowance in the capital improvement budget and/or increasing rates. The pace of the extension program would depend on the City's ability and willingness to borrow to finance the program. The new customers would pay connection charges for their fair share of the facilities cost and would begin paying monthly rates.

The City could elect to adopt the "build it and they will come" approach. This is similar to what the City of Kirkland has embraced. The City, without commitment or initiating interest from the property owners, chose to design and construct a sewer line that would serve the unsewered parcels. After installation, the parcels can connect immediately or postpone connection until some triggering event prompts connection (see section 4.1), up to 10 years. These new connections pay their share of the cost when they connect, along with all other connection charges and interest from the time of construction so the City will recoup their original investment. The City of Kirkland models the program with a City Ordinance, such that the City expects payment for unsewered parcels either at the time of construction, within a loaned period (10 years), or when the parcel sells.

Typically, the new connections pay the entire cost at once, unless a City elects to carry a note or installment agreement with the property owner.

PRIVATE - The City could elect to allow citizens and developers to drive the extension of sewers. The two primary private funding mechanisms include developer extensions or local improvement districts (LID's). Using the developer extension method, the sewer would be extended when a developer was ready to develop a parcel and would be required to construct the necessary facilities and extension. The City allows a Latecomers Agreement so that a new connection to that extension would pay their share through the City to the developer for a period of time specified by state law (such as 10 years). After the specified period of time, the latecomers share would stay with the City.

In an LID, the benefited property owners share the cost of the improvements through an assessment that can be repaid over a number of years (typically 7-15 years). LIDs for neighborhoods and industrial areas can be formed either by petition or by resolution of the City Council with a process described in State law. The costs can be spread among the benefited property owners using a number of methods, with common ones being by Special Benefit Appraisal (SBA) or an Equal Lot Assessment. For a residential development, an Equal Lot Assessment is favored over the SBA as it is easier explained (similar size and function lots get the same assessment) and is less costly. An LID in an industrial area is best assessed using the SBA approach, as it is the fairest way to determine each property's assessment. An SBA is based on property values before and after the improvement occurs.

The City could use a minimum number of LIDs to sewer the remaining unsewered areas, similar to what was done for the City of Bainbridge Island. Assessments are determined by cost in each area, and the formation of the LID can proceed with one area, some areas, or all areas. Eliminating one area due to protests does not stop the LID in the remaining areas.

4.4 Examples from Other Jurisdictions

The City of Kirkland has an Emergency Sewer Program that has been in place since 1999. The City includes an amount in each biennial capital budget for extending the sewer to reach the highest priority areas. The priorities are determined by surveying the property owners in unsewered areas and looking at septic failures. The City's view is that septic systems were intended as short-term solutions for wastewater and have an expected life of approximately 30 years. The extension of sewers helps the public health and safety of the City and also protects property values within the City. The 2011 budget for the program was $1.4 million. Total cost is divided among the residential properties served on an equal basis (sub dividable property pays appropriately). The average cost for the 2009 program was about $16,000 per residence. The property owner has a choice to connect at any time, but must connect at the end of 10 years. The property owner can also choose to pay upon connection or sign an installment agreement to pay with interest over 10 years. All typical sewer connection fees are included. At the end of the 2011 program, the City had provided 458 connections to

properties that were on septic tanks, and 197 of those properties had connected. Monthly sewer rates begin upon connection.

Southwest Suburban Sewer District provides sewer service to the cities of Burien, SeaTac and portions of Des Moines and Tukwila. The sewer extension program involves creating Utility Local Improvement Districts (ULID's) where the property owners of an area work with the District to plan, design and construct the sewer extension. The cost of the project is shared by the benefitting properties through an assessment that is paid over a period of 10 to 15 years. In other cases, there are district extensions and the customers have the option of signing an installment agreement to repay their fees and charges over a number of years with interest. In all cases, the property owners have the opportunity to pay in full or pay over time with interest. Monthly sewer rates begin upon connection.

The City of Sedro-Woolley had a program to allow Local Improvement Districts to be formed or sewer extensions to be constructed by the City and would not require connection to avoid placing a burden on existing homeowners. Monthly sewer rates would begin upon connection to the system. There were differences in opinion as to how much debt the sewer utility could afford to carry if connections to the extensions were not required. This is a common policy discussion in establishing any such program.

The City of Bainbridge Island established one LID to serve 4 neighborhoods and a school. The City worked closely with the neighborhoods to bring sewer to the waterfront homes and a neighborhood and school with failing septic tanks. By putting all areas into one LID, the property owners saved money. The City obtained a Public Works Trust Fund low-interest loan for the construction which saved property owners additional money compared with a bond sale. The property owners had a choice to connect at the time of construction or later when the septic system failed. The connection charges were due when connecting. For the initial connections, the connection charges were rolled into the assessment to allow them to repay over 15 years. Those properties connecting later were assessed their share of the project cost with the others and would pay the connection charges in effect at the time they connected in the future. This model provided incentive to connect at the time of project construction to allow the financing of connection charges instead of paying a lump sum.

4.5 Policy Questions

There are several questions that require City Council decisions:

a) Connection Policy. What are the conditions under which connection to the City's sewer system will be mandated?

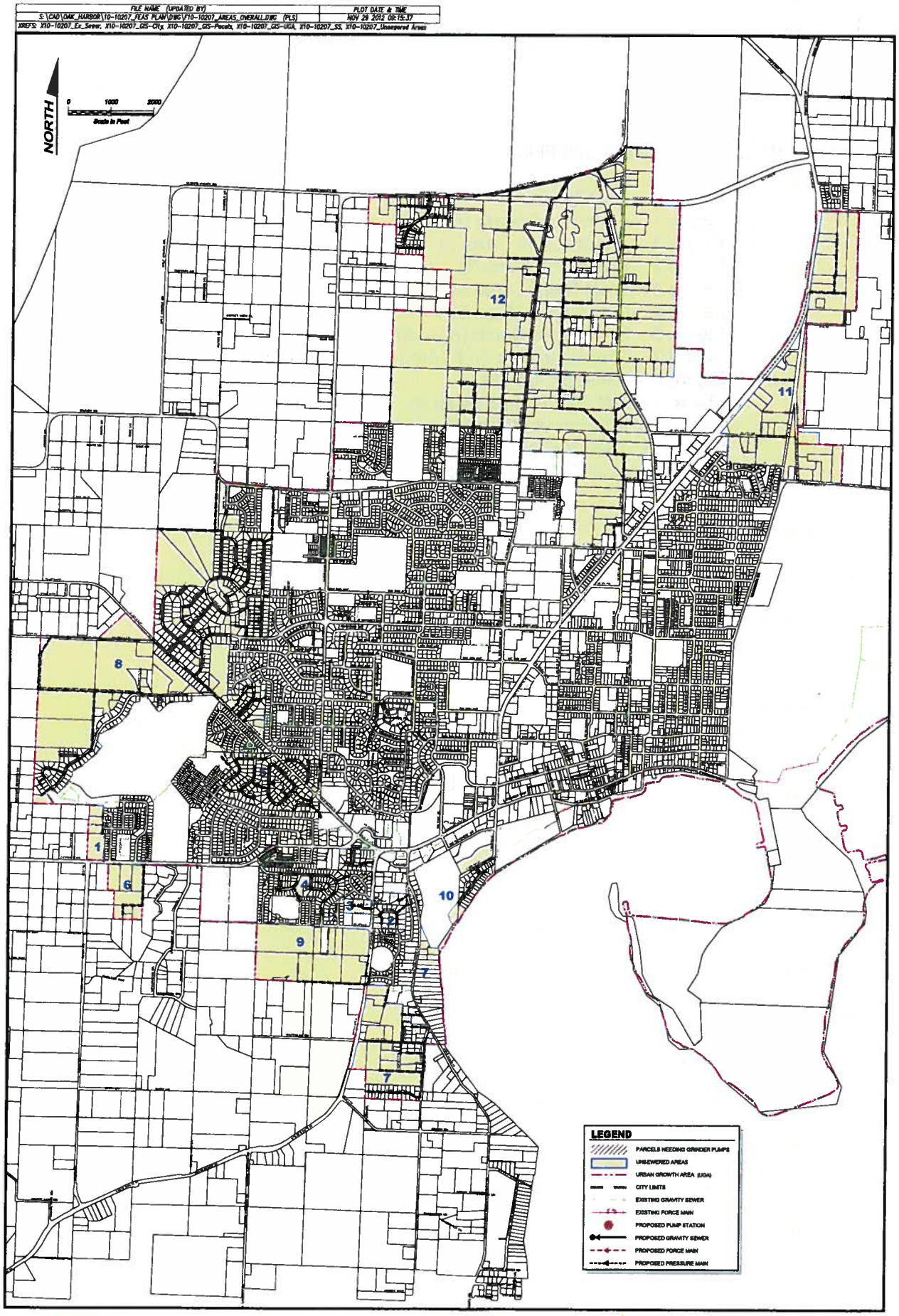
b) Extension of City Financing beyond City Limits. Current City code does not allow the extension of City financing beyond the corporate boundaries. However, if such

funds, either in the form of loans/grants, LID formation, or City extensions, were allowed, the sewer revenue base would be expanded to help offset the O&M costs of the WWTP. Is the City willing to extend financing for sewer extensions beyond the City Limits? The underlying question is how aggressive does the City want to be to promote an expanded sewer base? And will that include extending beyond the City limits?

c) Funding Mechanisms. Where does the funding come from? Does the City want to pursue the Kirkland model which has an annual allotment for sewering the rural areas? Or does it prefer to issue additional debt in association with the WWTP to fund these unsewered areas? Or can the City support LID formations?

Once these questions are defined from a global perspective, it is recommended that the specific details of the policies be developed and then, where necessary, be formalized by ordinance.

APPENDIX A – Maps and Figures



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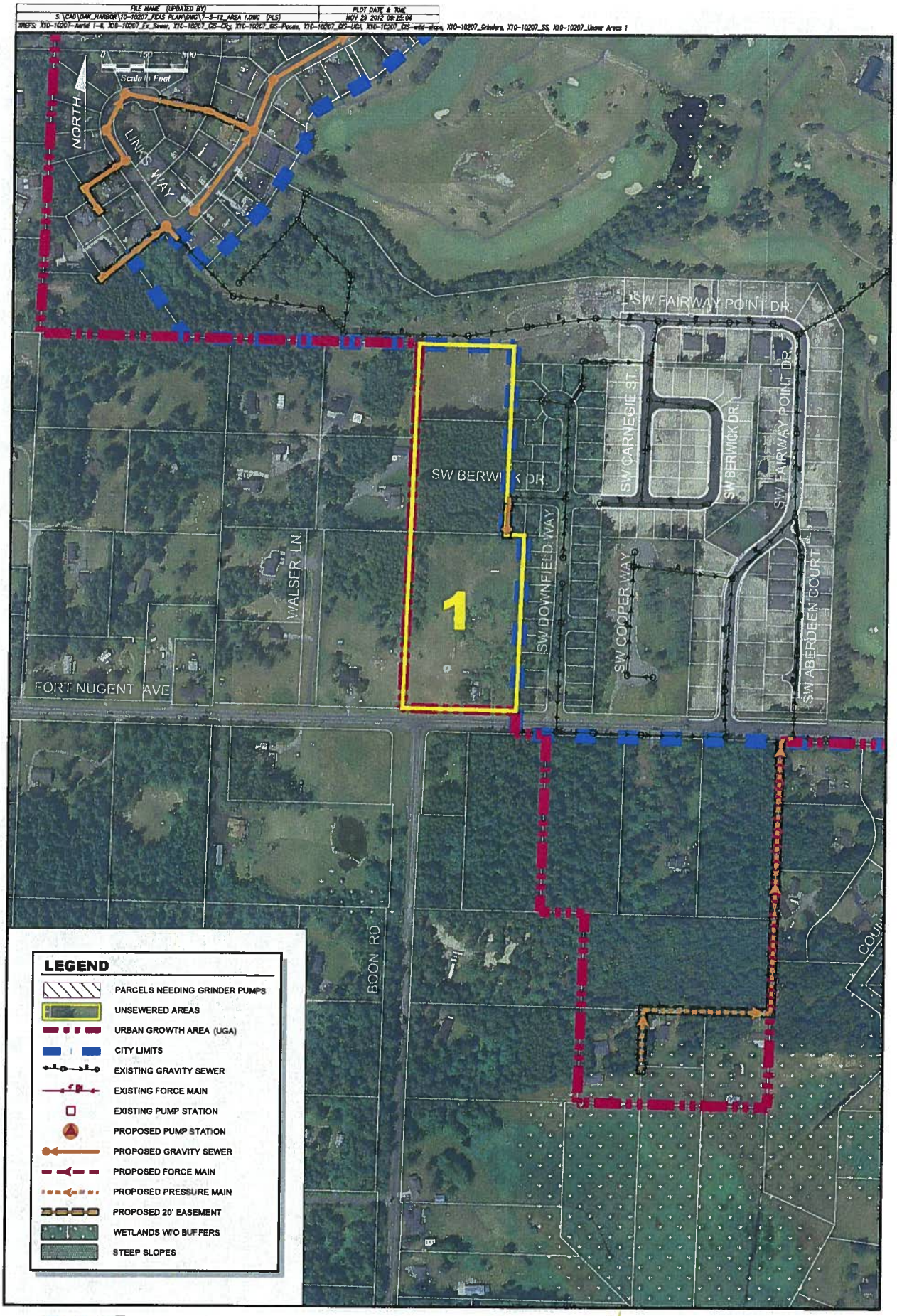
Unsewered Areas

Wastewater Treatment
Preliminary Engineering
and Facilities Plan
November 2012



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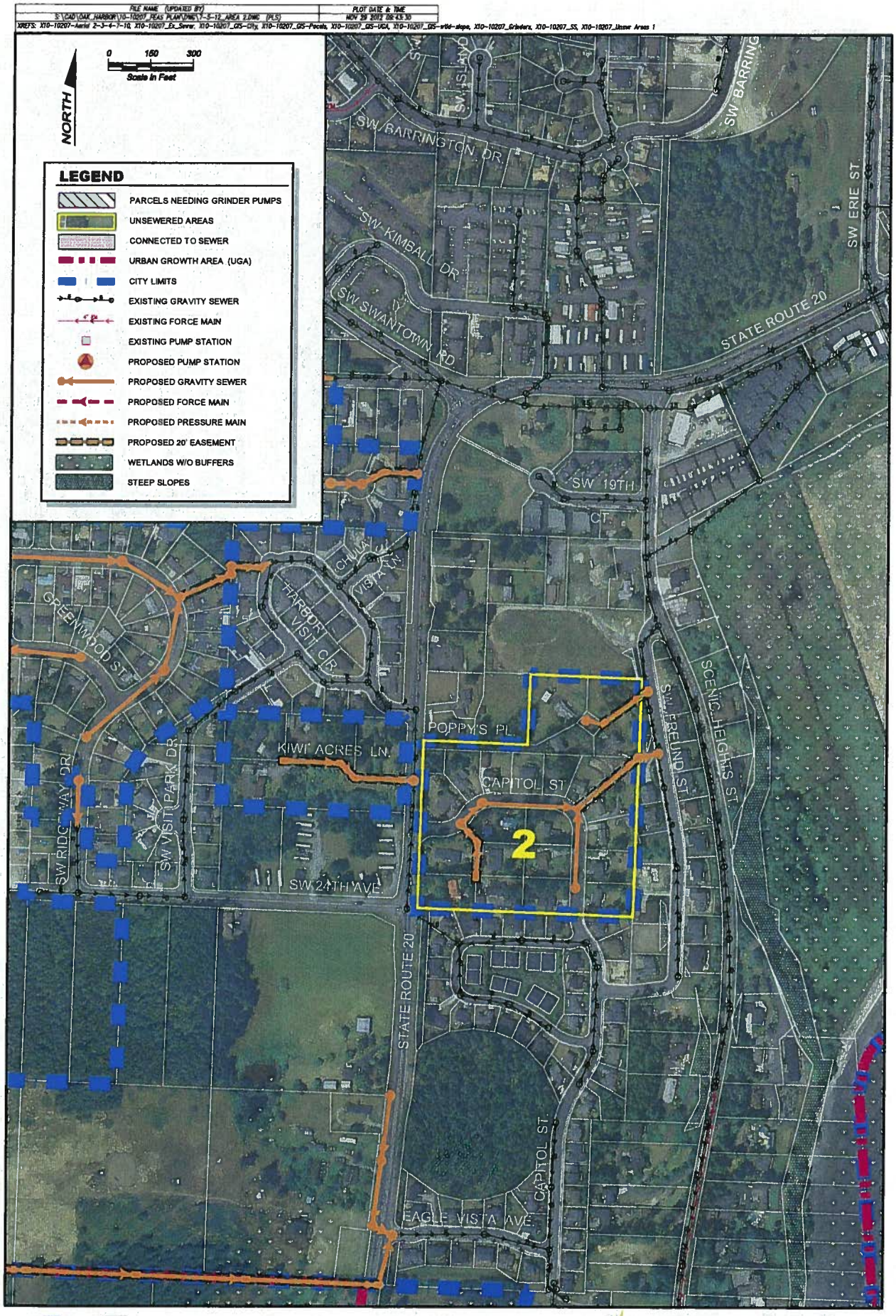
City of Oak Harbor

Area 1
(Boon Road North)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure
1



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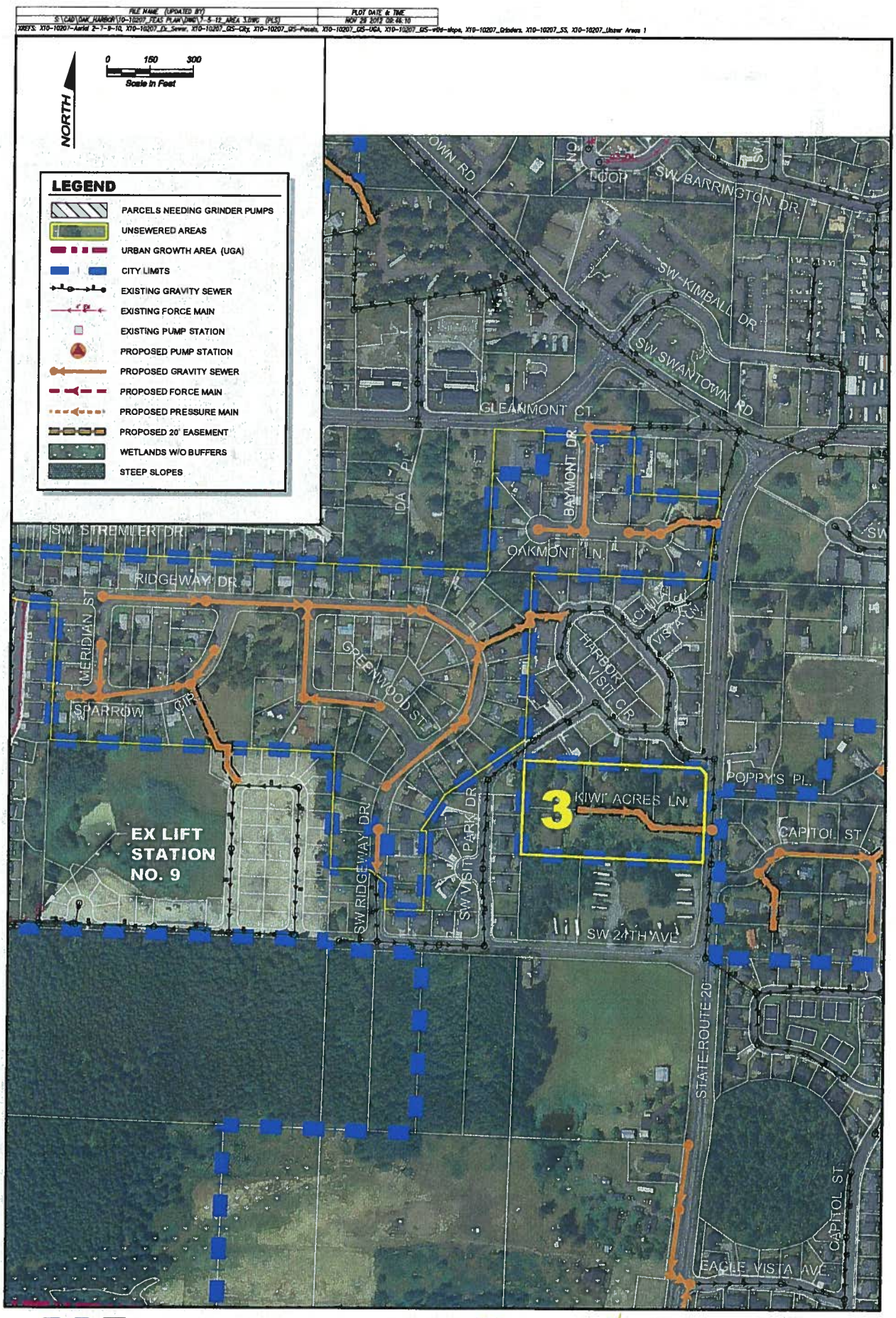
Area 2
(Capital Drive)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure
2



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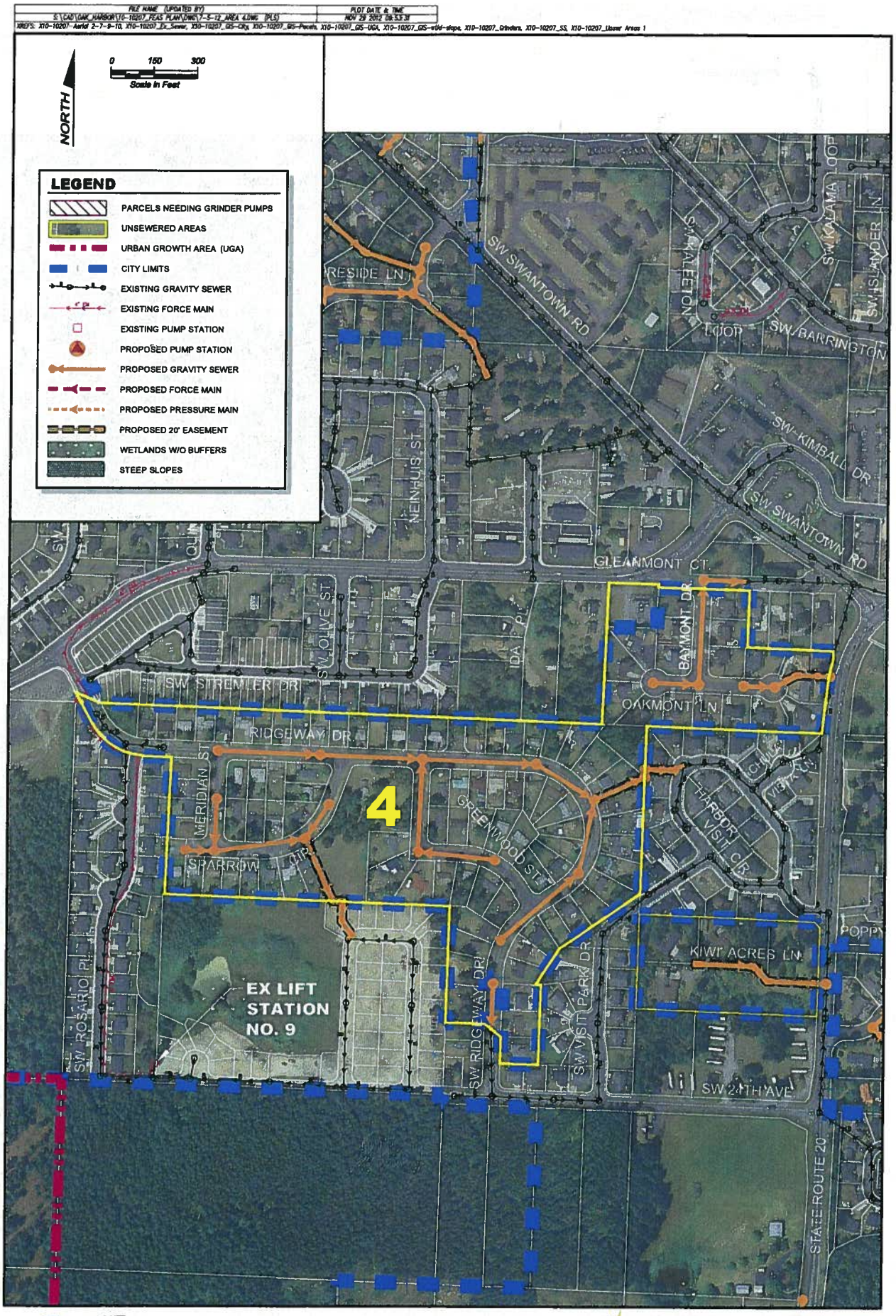
Area 3
(Kiwi Acres)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure
3



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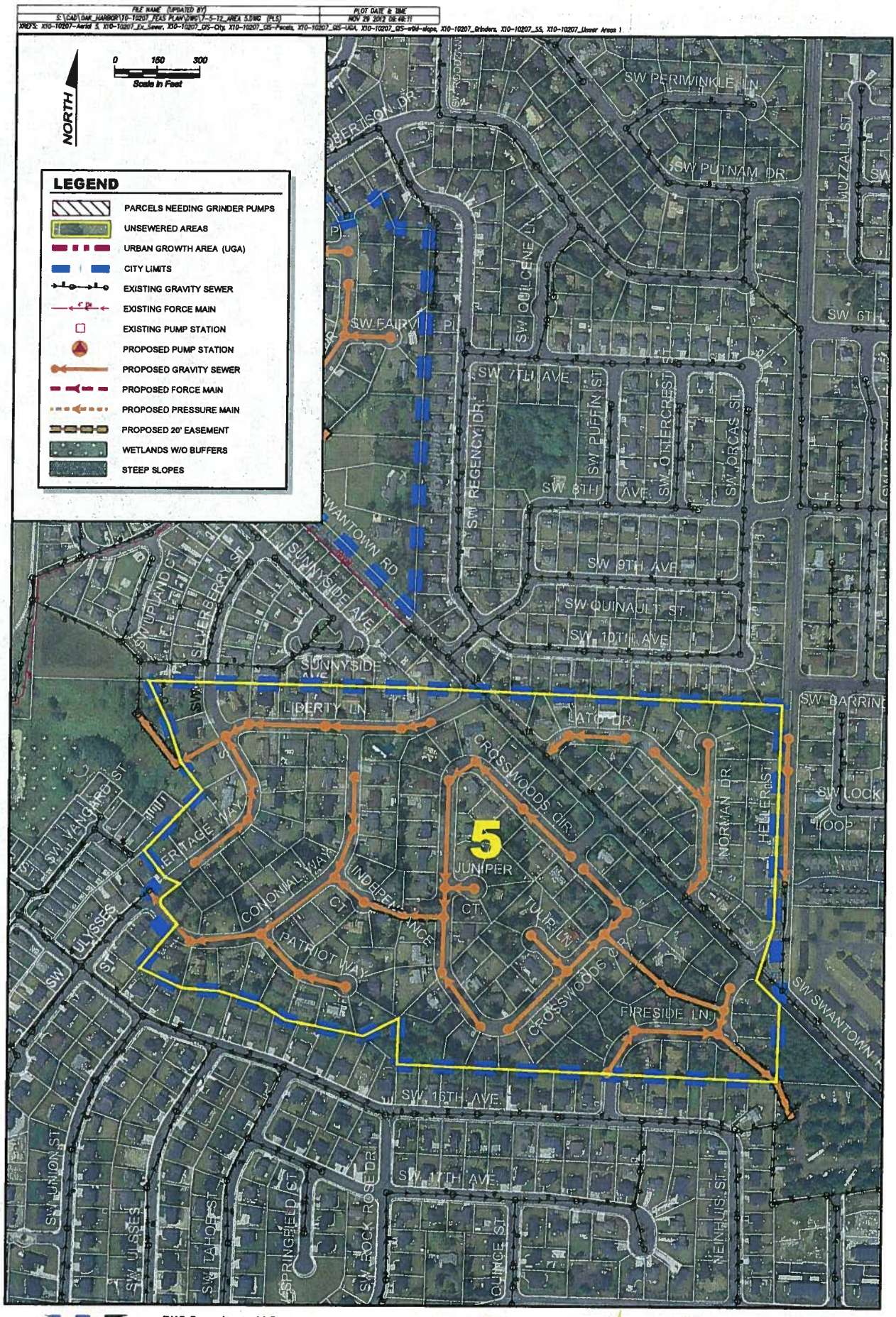
Area 4
(West Ridge)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure
4



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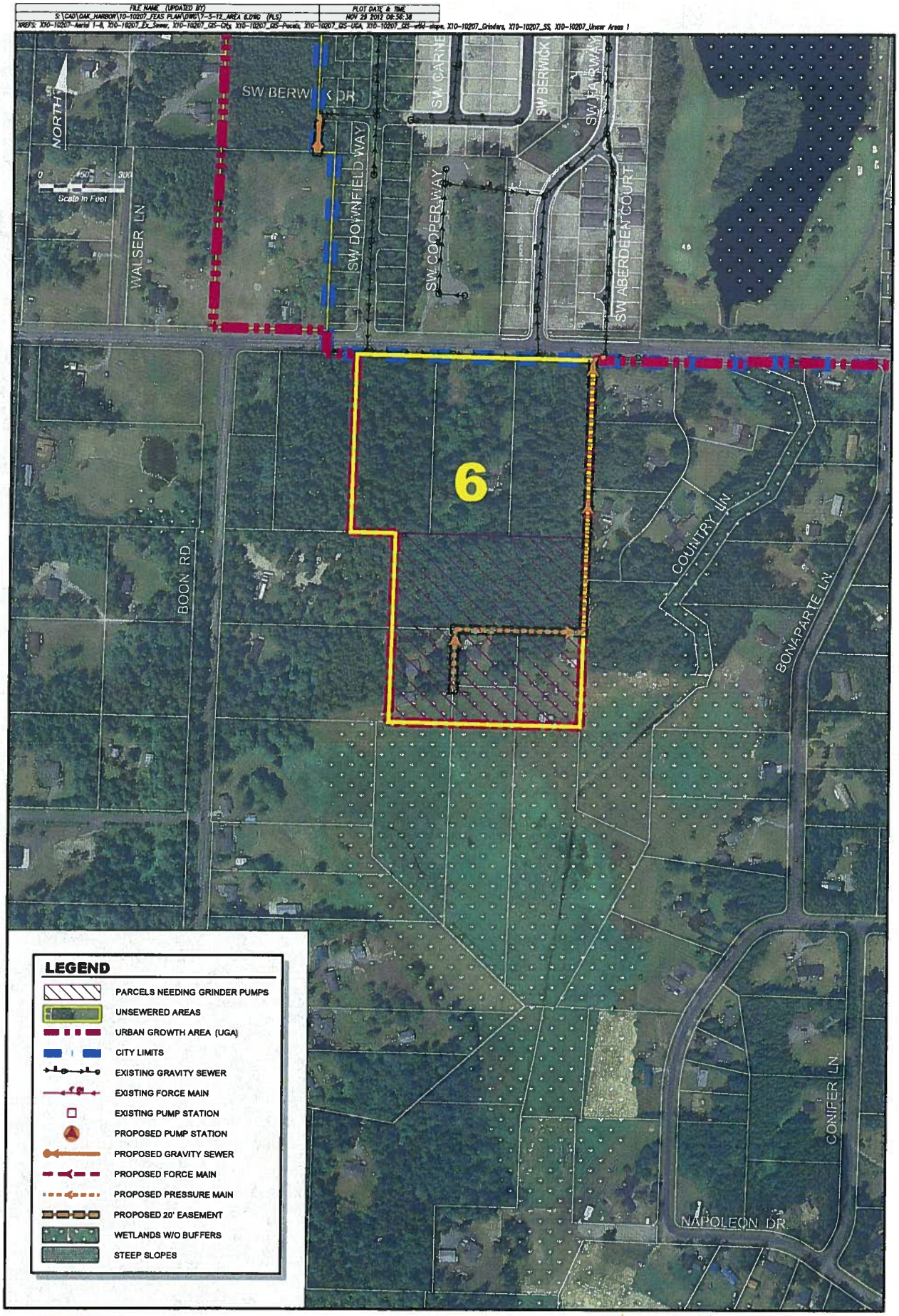
Area 5 (Crossroads)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure 5



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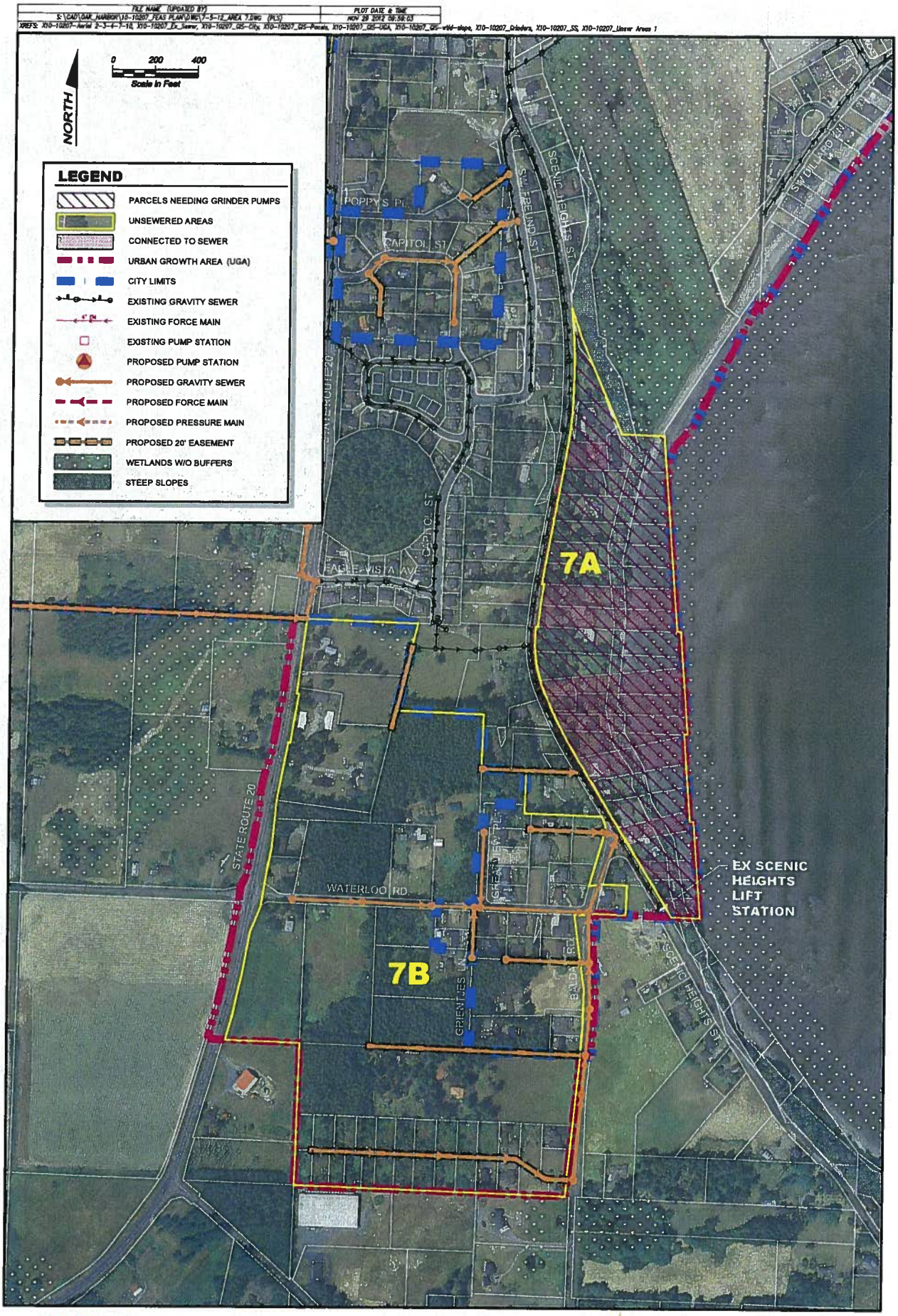
Area 6
(Boon Road South)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure
6



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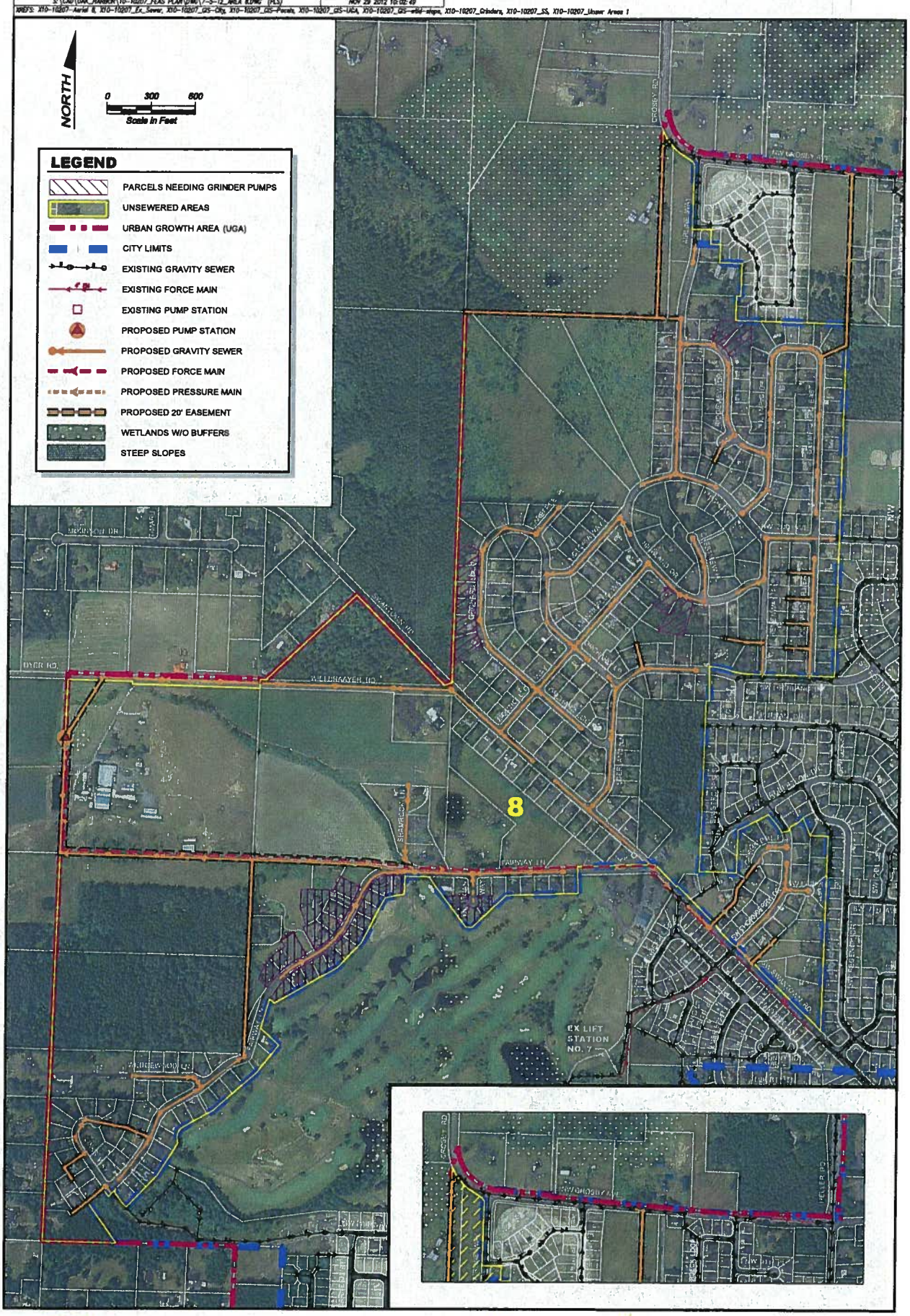
City of Oak Harbor
WHIDBEY ISLAND, WASHINGTON

Area 7A (Scenic Heights Bluff) & 7B (Waterloo Road)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure 7



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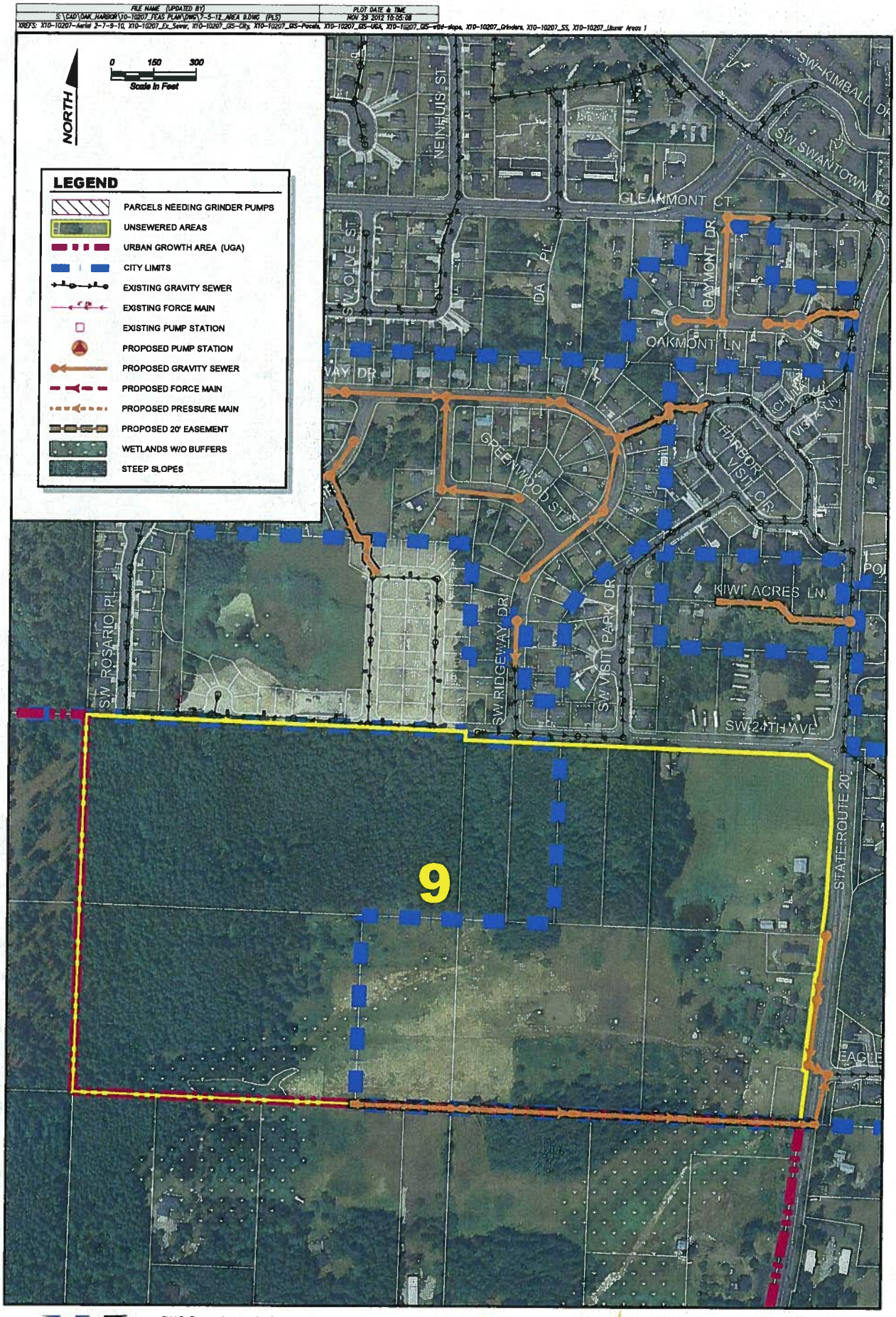
Area 8 (Hillcrest)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure 8



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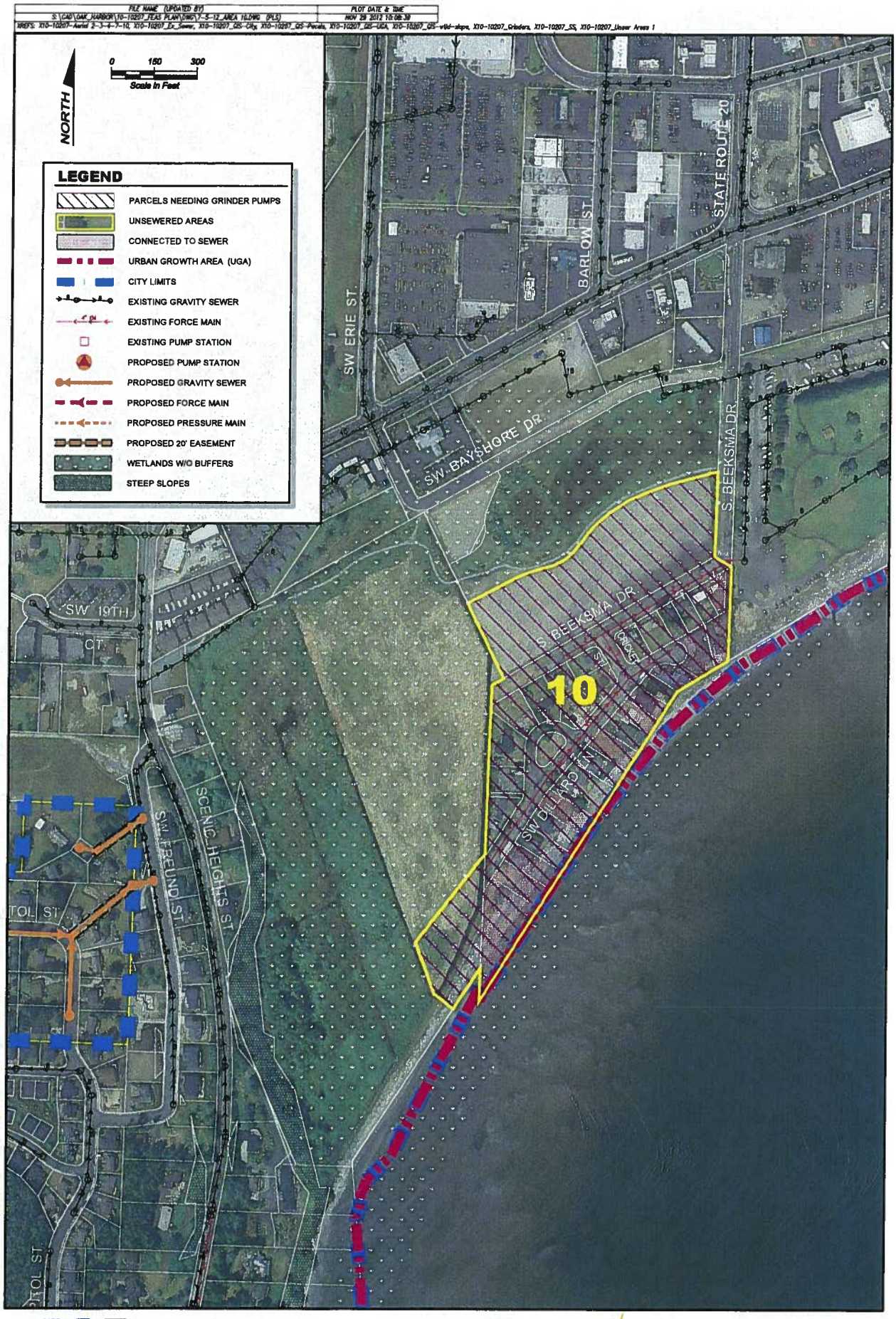
City of Oak Harbor

Area 9
(SW 29th Ave)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure
9



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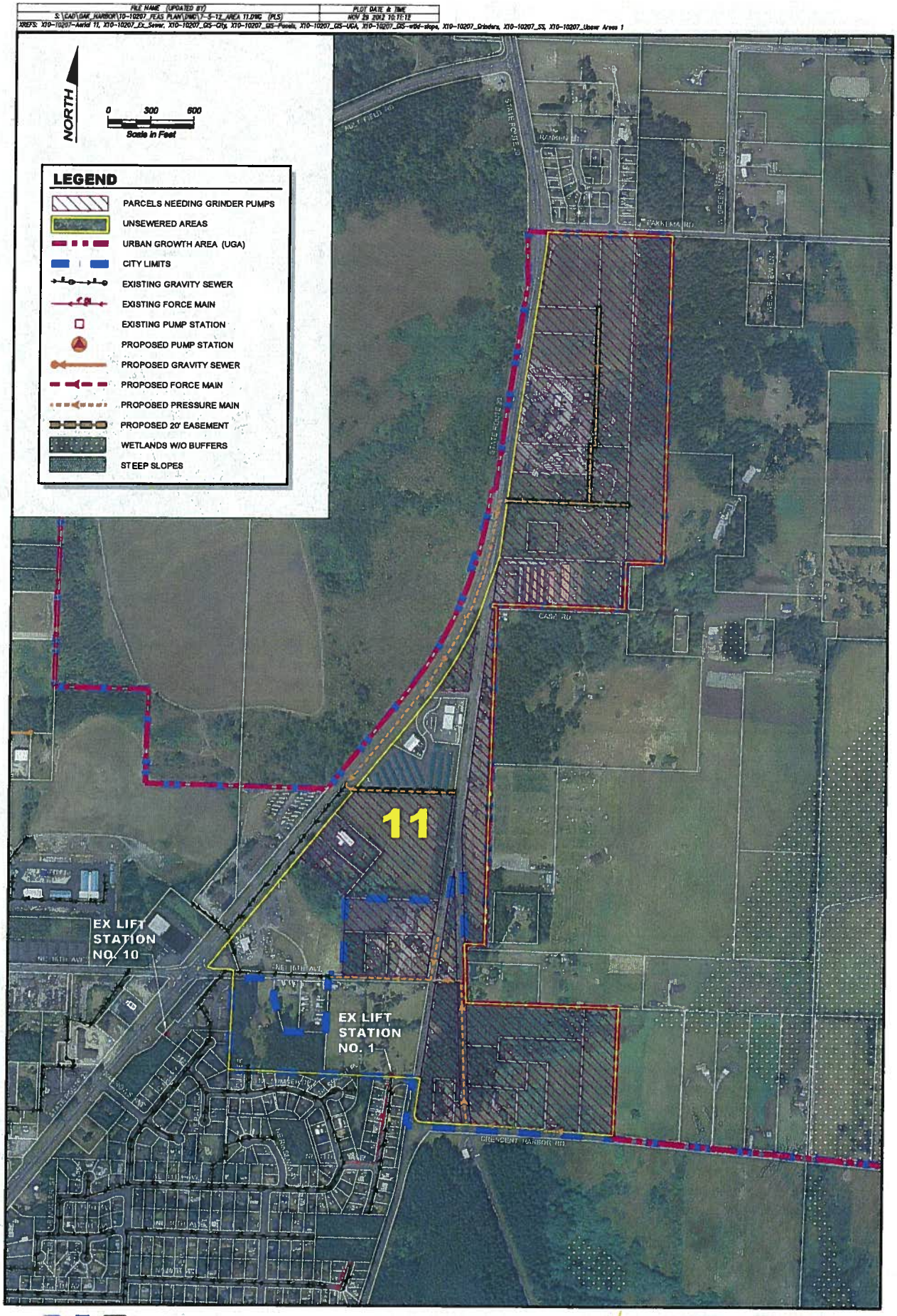
City of Oak Harbor

Area 10
(Dillards Addition)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure
10



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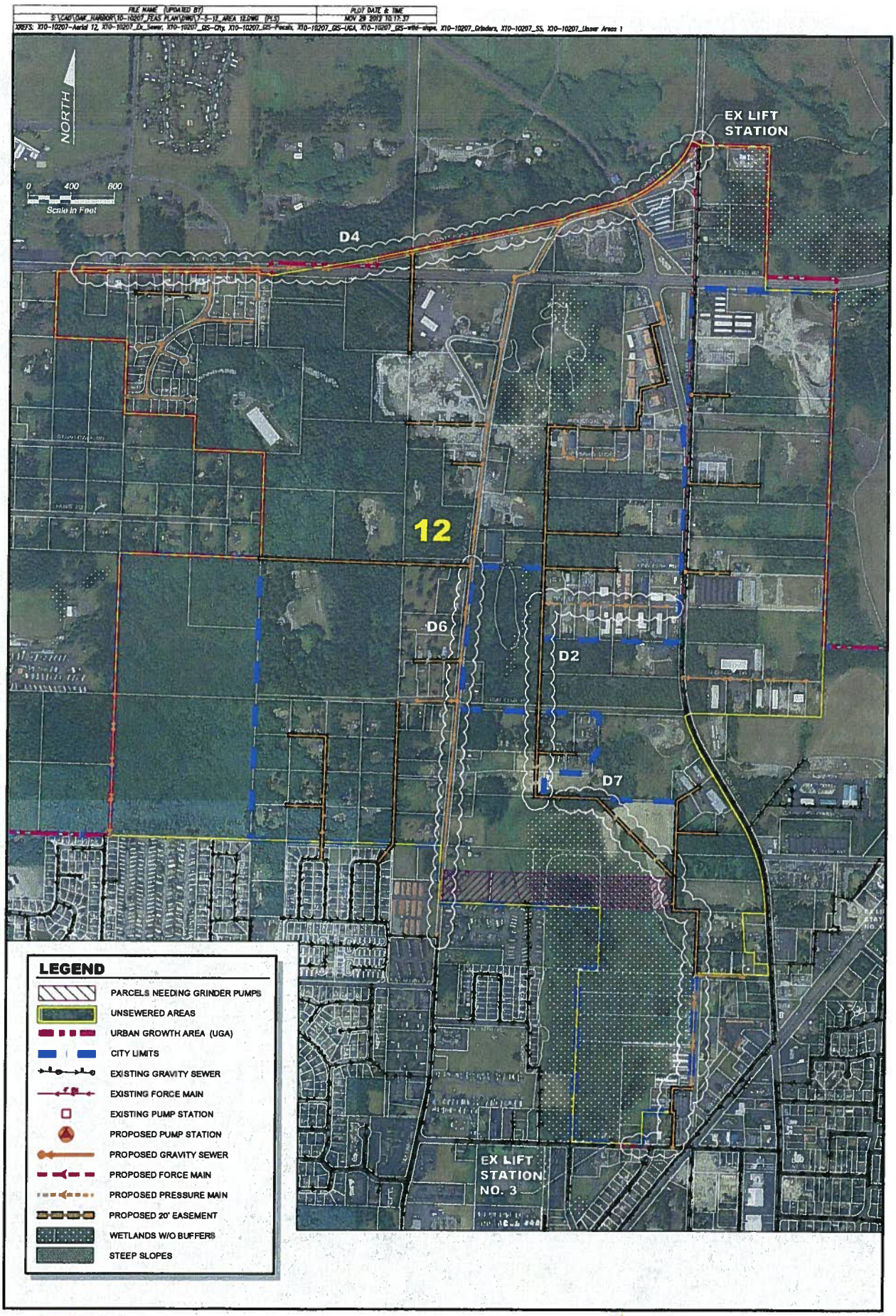
City of Oak Harbor

Area 11
(NE Drainage Basin)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure
11



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City of Oak Harbor

Area 12 (Goldie Road Enterprise Area)
Wastewater Treatment Preliminary Engineering and Facilities Plan
November 2012

Figure 12

APPENDIX B – Cost Estimates

- Summary of Costs
- Area 1 - Boon Road North
- Area 2 - Capital Drive
- Area 3 - Kiwi Acres
- Area 4 - West Ridge
- Area 5 - Crossroads
- Area 6 - Boon Road South
- Area 7A - Scenic Heights Bluff
- Area 7B - Waterloo Road
- Area 8 - Hillcrest
- Area 9 - SW 29th Avenue
- Area 10 - Dillards Addition
- Area 11 - NE Drainage Basin
- Area 12 - Goldie Road Enterprise Area

City of Oak Harbor
Sewers to Island Areas

Area	Total Estimated Project Costs	City Limits Costs	UGA Costs	Cost per Single Family Parcel	Cost per Acre	Cost per Gross Acre
1	$65,500	$0	$65,500		$6,100	$6,100
2	$661,900	$0	$661,900	$30,100		$53,200
3	$219,100	$0	$219,100		$44,700	$44,700
4	$2,598,300	$23,500	$2,574,800	$23,500		$68,600
5	$4,386,900	$0	$4,386,900	$26,100		$71,000
6	$302,600	$0	$302,600		$13,800	$13,800
7A	$73,600	$73,600	$0	$4,900		$2,700
7B	$2,913,100	$1,413,300	$1,499,800	$29,400	$28,100	$38,700
8	$19,774,600	$0	$19,774,600	$23,300	$22,600	$48,500
9	$651,300	$633,600	$17,600		$8,500	$8,500
10	$742,300	$742,300	$0	$25,500	$33,500	$35,900
11	$1,178,300	$760,100	$418,200		$6,900	$6,900
12	$21,652,900	$1,503,600	$20,149,300	$17,600	$28,600	$24,000
TOTAL	**$55,220,400**	**$5,150,000**	**$50,070,300**			

* Sewer System Development Charges not included.

AREA 1 - Boon Road North

100% UGA

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 1 (Refer to Figure 1)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 3,369	$ 3,369	$ -	$ 3,369
2	Traffic Control Labor and Equipment	LS	1	$ 750	$ 750	$ -	$ 750
3	Dewatering	LS	1	$ 750	$ 750	$ -	$ 750
4	Sheeting, Shoring and Bracing	LS	1	$ 750	$ 750	$ -	$ 750
5	Sawcutting Pavement	LF	0	$ 4	$ -	$ -	$ -
6	Pavement Removal	SY	0	$ 20	$ -	$ -	$ -
7	8-inch Sanitary Sewer	LF	150	$ 90	$ 13,500	$ -	$ 13,500
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	1	$ 4,000	$ 4,000	$ -	$ 4,000
11	Lateral Connection, 6-inch PVC	EA	3	$ 2,500	$ 7,500	$ -	$ 7,500
12	Low Pressure Force Main lateral & valve box	EA	0	$ 2,100	$ -	$ -	$ -
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -	$ -
14	Import Trench Backfill	TN	169	$ 20	$ 3,378	$ -	$ 3,378
15	Crushed Surfacing, Top Course	TN	0	$ 25	$ -	$ -	$ -
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	0	$ 100	$ -	$ -	$ -
17	Restoration	LS	1	$ 1,531	$ 1,531	$ -	$ 1,531
18	Cleanup and Testing	LS	1	$ 1,531	$ 1,531	$ -	$ 1,531
				Subtotal	$ 37,100	$ -	$ 37,100
				30% Contingency*	$ 11,100	$ -	$ 11,100
				Subtotal	$ 48,200	$ -	$ 48,200
				8.7% State Sales Tax	$ 4,200	$ -	$ 4,200
				Estimated Total Construction Costs	**$52,400**	**$ -**	**$ 52,400**
				PROJECT ALLIED COSTS	$ 13,100	$ -	$ 13,100
				Total Estimated Project Costs	**$ 65,500**	$ -	$ 65,500

SERVICE AREA	Lots	Acres	Cost per Acre
Low Density Residential			
- Platted			
- Large Parcels	3		
- Gross		10.7	$6,100

AREA 2 - Capital Drive

100% UGA

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 2 (Refer to Figure 2)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 34,064	$ 34,064	$ -	$ 34,064
2	Traffic Control Labor and Equipment	LS	1	$ 7,634	$ 7,634	$ -	$ 7,634
3	Dewatering	LS	1	$ 7,634	$ 7,634	$ -	$ 7,634
4	Sheeting, Shoring and Bracing	LS	1	$ 7,634	$ 7,634	$ -	$ 7,634
5	Sawcutting Pavement	LF	1527	$ 4	$ 6,107	$ -	$ 6,107
6	Pavement Removal	SY	328	$ 20	$ 6,550	$ -	$ 6,550
7	8-inch Sanitary Sewer	LF	1527	$ 90	$ 137,411	$ -	$ 137,411
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	11	$ 4,000	$ 44,000	$ -	$ 44,000
11	Lateral Connection, 6-inch PVC	EA	22	$ 2,500	$ 55,000	$ -	$ 55,000
12	Low Pressure Force Main lateral & valve box	EA	0	$ 2,100	$ -	$ -	$ -
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -	$ -
14	Import Trench Backfill	TN	1719	$ 20	$ 34,381	$ -	$ 34,381
15	Crushed Surfacing, Top Course	TN	175	$ 25	$ 4,365	$ -	$ 4,365
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	168	$ 100	$ 16,823	$ -	$ 16,823
17	Restoration	LS	1	$ 6,551	$ 6,551	$ -	$ 6,551
18	Cleanup and Testing	LS	1	$ 6,551	$ 6,551	$ -	$ 6,551
				Subtotal	$ 374,700	$ -	$ 374,700
				30% Contingency*	$ 112,400	$ -	$ 112,400
				Subtotal	$ 487,100	$ -	$ 487,100
				8.7% State Sales Tax	$ 42,400	$ -	$ 42,400
				Estimated Total Construction Costs	**$ 529,500**	**$ -**	**$ 529,500**
				PROJECT ALLIED COSTS	$ 132,400	$ -	$ 132,400
				Total Estimated Project Costs	**$ 661,900**	$ -	$ 661,900

SERVICE AREA	Lots	Acres	Cost per Single Family Lot
Low Density Residential			
- Platted	22		30,100
- Large Parcels			
- Gross			

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$13,200	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	20	$7,400	$148,000
Septic Tank Decommissioning/Onsite Costs, City Limits	0	$7,400	$0

* Includes allowance for temporary and permanent easement

AREA 3 - Kiwi Acres

100% UGA

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 3 (Refer to Figure 3)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 11,283	$ 11,283	$ -	$ 11,283
2	Traffic Control Labor and Equipment	LS	1	$ 2,400	$ 2,400	$ -	$ 2,400
3	Dewatering	LS	1	$ 2,400	$ 2,400	$ -	$ 2,400
4	Sheeting, Shoring and Bracing	LS	1	$ 2,400	$ 2,400	$ -	$ 2,400
5	Sawcutting Pavement	LF	960	$ 4	$ 3,840	$ -	$ 3,840
6	Pavement Removal	SY	206	$ 20	$ 4,119	$ -	$ 4,119
7	8-inch Sanitary Sewer	LF	480	$ 90	$ 43,203	$ -	$ 43,203
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	4	$ 4,000	$ 16,000	$ -	$ 16,000
11	Lateral Connection, 6-inch PVC	EA	4	$ 2,500	$ 10,000	$ -	$ 10,000
12	Low Pressure Force Main lateral & valve box	EA	0	$ 2,100	$ -	$ -	$ -
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -	$ -
14	Import Trench Backfill	TN	540	$ 20	$ 10,810	$ -	$ 10,810
15	Crushed Surfacing, Top Course	TN	110	$ 25	$ 2,745	$ -	$ 2,745
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	106	$ 100	$ 10,578	$ -	$ 10,578
17	Restoration	LS	1	$ 2,170	$ 2,170	$ -	$ 2,170
18	Cleanup and Testing	LS	1	$ 2,170	$ 2,170	$ -	$ 2,170
				Subtotal	$ 124,100	$ -	$ 124,100
				30% Contingency*	$ 37,200	$ -	$ 37,200
				Subtotal	$ 161,300	$ -	$ 161,300
				8.7% State Sales Tax	$ 14,000	$ -	$ 14,000
				Estimated Total Construction Costs	**$ 175,300**	**$ -**	**$ 175,300**
				PROJECT ALLIED COSTS	$ 43,800	$ -	$ 43,800
				Total Estimated Project Costs	**$ 219,100**	**$ -**	**$ 219,100**

SERVICE AREA	Lots	Acres	Cost per Acre
Low Density Residential			
- Platted			
- Large Parcels	4		
- Gross		4.9	$44,700

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$13,200	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	4	$7,400	$29,600
Septic Tank Decommissioning/Onsite Costs, City Limits	0	$7,400	$0

* Includes allowance for temporary and permanent easement

AREA 4 - West Ridge

All but 1 parcel UGA

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 4 (Refer to Figure 3)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 133,719	$ 133,719	$ -	$ 133,719
2	Traffic Control Labor and Equipment	LS	1	$ 26,324	$ 26,324	$ -	$ 26,324
3	Dewatering	LS	1	$ 26,324	$ 26,324	$ -	$ 26,324
4	Sheeting, Shoring and Bracing	LS	1	$ 26,324	$ 26,324	$ -	$ 26,324
5	Sawcutting Pavement	LF	10529	$ 4	$ 42,118	$ -	$ 42,118
6	Pavement Removal	SY	2259	$ 20	$ 45,172	$ -	$ 45,172
7	8-inch Sanitary Sewer	LF	5265	$ 90	$ 473,823	$ -	$ 473,823
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	29	$ 4,000	$ 116,000	$ -	$ 116,000
11	Lateral Connection, 6-inch PVC	EA	106	$ 2,500	$ 265,000	$ 7,500	$ 257,500
12	Low Pressure Force Main lateral & valve box	EA	0	$ 2,100	$ -	$ -	$ -
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -	$ -
14	Import Trench Backfill	TN	5928	$ 20	$ 118,553	$ 1,680	$ 116,873
15	Crushed Surfacing, Top Course	TN	1204	$ 25	$ 30,101	$ 850	$ 29,251
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	1160	$ 100	$ 116,018	$ 3,300	$ 112,718
17	Restoration	LS	1	$ 25,715	$ 25,715	$ -	$ 25,715
18	Cleanup and Testing	LS	1	$ 25,715	$ 25,715	$ -	$ 25,715
				Subtotal	$ 1,470,900	$ 13,330	$ 1,457,600
				30% Contingency*	$ 441,300	$ 4,000	$ 437,300
				Subtotal	$ 1,912,200	$ 17,330	$ 1,894,900
				8.7% State Sales Tax	$ 166,400	$ 1,500	$ 164,900
				Estimated Total Construction Costs	**$ 2,078,600**	**$ 18,830**	**$ 2,059,800**
				PROJECT ALLIED COSTS	$ 519,700	$ 4,708	$ 515,000
				Total Estimated Project Costs	**$ 2,598,300**	$ 23,500	$ 2,574,800

SERVICE AREA	Lots	Acres	Cost per Lot In City	Cost per Lot In UGA
Low Density Residential			City Limits	UGA
- Platted	106		$ 23,500	$ 24,500
- Large Parcels	1			
- Gross		2.3		

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$13,200	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	105	$7,400	$777,000
Septic Tank Decommissioning/Onsite Costs, City Limits	1	$7,400	$7,400

* Includes allowance for temporary and permanent easement

AREA 5 - Crossroads 100% UGA

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 5 (Refer to Figure 4)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 225,776	$ 225,776	$ -	$ 225,776
2	Traffic Control Labor and Equipment	LS	1	$ 45,676	$ 45,676	$ -	$ 45,676
3	Dewatering	LS	1	$ 45,676	$ 45,676	$ -	$ 45,676
4	Sheeting, Shoring and Bracing	LS	1	$ 45,676	$ 45,676	$ -	$ 45,676
5	Sawcutting Pavement	LF	18,270	$ 4	$ 73,082	$ -	$ 73,082
6	Pavement Removal	SY	3,919	$ 20	$ 78,383	$ -	$ 78,383
7	8-inch Sanitary Sewer	LF	9,135	$ 90	$ 822,171	$ -	$ 822,171
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	44	$ 4,000	$ 176,000	$ -	$ 176,000
11	Lateral Connection, 6-inch PVC	EA	170	$ 2,500	$ 425,000	$ -	$ 425,000
12	Low Pressure Force Main lateral & valve box	EA	0	$ 2,100	$ -	$ -	$ -
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -	$ -
14	Import Trench Backfill	TN	10,286	$ 20	$ 205,712	$ -	$ 205,712
15	Crushed Surfacing, Top Course	TN	2,089	$ 25	$ 52,232	$ -	$ 52,232
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	2,013	$ 100	$ 201,313	$ -	$ 201,313
17	Restoration	LS	1	$ 43,418	$ 43,418	$ -	$ 43,418
18	Cleanup and Testing	LS	1	$ 43,418	$ 43,418	$ -	$ 43,418
				Subtotal	$ 2,483,500	$ -	$ 2,483,500
				30% Contingency*	$ 745,100	$ -	$ 745,100
				Subtotal	$ 3,228,600	$ -	$ 3,228,600
				8.7% State Sales Tax	$ 280,900	$ -	$ 280,900
				Estimated Total Construction Costs	**$ 3,509,500**	**$ -**	**$ 3,509,500**
				PROJECT ALLIED COSTS	$ 877,400	$ -	$ 877,400
				Total Estimated Project Costs	**$ 4,386,900**	$ -	$ 4,386,900

SERVICE AREA	Lots	Acres	Cost per Single Family Lot
Low Density Residential			
- Platted	168		$26,100
- Large Parcels			
- Gross			

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$13,200	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	168	$7,400	$1,243,200
Septic Tank Decommissioning/Onsite Costs, City Limits	0	$7,400	$0

* Includes allowance for temporary and permanent easement

AREA 6 - Boon Road South

100% UGA

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 6 (Refer to Figure 1)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 15,569	$ 15,569	$ -	$ 15,569
2	Traffic Control Labor and Equipment	LS	1	$ 8,285	$ 8,285	$ -	$ 8,285
3	Dewatering	LS	1	$ 8,285	$ 8,285	$ -	$ 8,285
4	Sheeting, Shoring and Bracing	LS	1	$ 8,285	$ 8,285	$ -	$ 8,285
5	Sawcutting Pavement	LF	0	$ 4	$ -	$ -	$ -
6	Pavement Removal	SY	0	$ 20	$ -	$ -	$ -
7	8-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	6	$ 4,000	$ 24,000	$ -	$ 24,000
11	Lateral Connection, 6-inch PVC	EA	3	$ 2,500	$ 7,500	$ -	$ 7,500
12	Low Pressure Force Main lateral & valve box	EA	5	$ 2,100	$ 10,500	$ -	$ 10,500
13	Low Pressure Force Main	LF	1657	$ 50	$ 82,850	$ -	$ 82,850
14	Import Trench Backfill	TN	0	$ 20	$ -	$ -	$ -
15	Crushed Surfacing, Top Course	TN	0	$ 25	$ -	$ -	$ -
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	0	$ 100	$ -	$ -	$ -
17	Restoration	LS	1	$ 2,994	$ 2,994	$ -	$ 2,994
18	Cleanup and Testing	LS	1	$ 2,994	$ 2,994	$ -	$ 2,994
				Subtotal	$ 171,300	$ -	$ 171,300
				30% Contingency*	$ 51,400	$ -	$ 51,400
				Subtotal	$ 222,700	$ -	$ 222,700
				8.7% State Sales Tax	$ 19,400	$ -	$ 19,400
				Estimated Total Construction Costs	**$ 242,100**	**$ -**	**$ 242,100**
				PROJECT ALLIED COSTS	$ 60,500	$ -	$ 60,500
				Total Estimated Project Costs	**$ 302,600**	$ -	$ 302,600

SERVICE AREA	Lots	Acres	Cost per Acre
Low Density Residential			
- Platted			
- Large Parcels	8		
- Gross		21.9	$13,800

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	5	$13,200	$66,000
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	3	$7,400	$22,200
Septic Tank Decommissioning/Onsite Costs, City Limits	0	$7,400	$0

* Includes allowance for temporary and permanent easement

AREA 7A - Scenic Heights Bluff

100% City Limits

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 7A (Refer to Figure 5)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 3,789	$ 3,789	$ 3,789	$ -
2	Traffic Control Labor and Equipment	LS	1	$ 1,125	$ 1,125	$ 1,125	$ -
3	Dewatering	LS	0	$ 1,125	$ -	$ -	$ -
4	Sheeting, Shoring and Bracing	LS	0	$ 1,125	$ -	$ -	$ -
5	Sawcutting Pavement	LF	225	$ 4	$ 900	$ 900	$ -
6	Pavement Removal	SY	12	$ 20	$ 240	$ 240	$ -
7	8-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	0	$ 4,000	$ -	$ -	$ -
11	Lateral Connection, 6-inch PVC	EA	0	$ 2,500	$ -	$ -	$ -
12	Low Pressure Force Main lateral & valve box	EA	15	$ 2,100	$ 31,500	$ 31,500	$ -
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -	$ -
14	Import Trench Backfill	TN	79	$ 20	$ 1,583	$ 1,583	$ -
15	Crushed Surfacing, Top Course	TN	34	$ 25	$ 862	$ 862	$ -
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	2	$ 100	$ 221	$ 221	$ -
17	Restoration	LS	1	$ 729	$ 729	$ 729	$ -
18	Cleanup and Testing	LS	1	$ 729	$ 729	$ 729	$ -
				Subtotal	$ 41,700	$ 41,700	$ -
				30% Contingency*	$ 12,500	$ 12,500	$ -
				Subtotal	$ 54,200	$ 54,200	$ -
				8.7% State Sales Tax	$ 4,700	$ 4,700	$ -
				Estimated Total Construction Costs	**$ 58,900**	**$ 58,900**	**$ -**
				PROJECT ALLIED COSTS	$ 14,700	$ 14,700	$ -
				Total Estimated Project Costs	**$ 73,600**	$ 73,600	$ -

SERVICE AREA	Lots	Acres	Cost per Single Family Parcel
Low Density Residential			
- Platted	15		$4,900
- Large Parcels	0		
- Gross		0.0	

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$13,200	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	15	$13,200	$198,000
Septic Tank Decommissioning/Onsite Costs, UGA	0	$7,400	$0
Septic Tank Decommissioning/Onsite Costs, City Limits	0	$7,400	$0

* Includes allowance for temporary and permanent easement

AREA 7B - Waterloo Road

Split between UGA and City Limits

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 7B (Refer to Figure 5)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limit Costs	UGA Costs
1	Mobilization	LS	1	$ 149,928	$ 149,928	$ 73,465	$ 76,463
2	Traffic Control Labor and Equipment	LS	1	$ 38,277	$ 38,277	$ 18,902	$ 19,375
3	Dewatering	LS	1	$ 38,277	$ 38,277	$ 18,902	$ 19,375
4	Sheeting, Shoring and Bracing	LS	1	$ 38,277	$ 38,277	$ 18,902	$ 19,375
5	Sawcutting Pavement	LF	10258	$ 4	$ 41,033	$ 20,263	$ 20,770
6	Pavement Removal	SY	2200	$ 20	$ 44,009	$ 21,733	$ 22,276
7	8-inch Sanitary Sewer	LF	7655	$ 90	$ 688,991	$ 340,241	$ 348,750
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	27	$ 4,000	$ 108,000	$ 44,000	$ 64,000
11	Lateral Connection, 6-inch PVC	EA	52	$ 2,500	$ 130,000	$ 60,000	$ 70,000
12	Low Pressure Force Main lateral & valve box	EA	0	$ 2,100	$ -	$ -	$ -
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -	$ -
14	Import Trench Backfill	TN	8619	$ 20	$ 172,389	$ 85,130	$ 87,259
15	Crushed Surfacing, Top Course	TN	1173	$ 25	$ 29,326	$ 14,482	$ 14,844
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	1130	$ 100	$ 113,031	$ 55,818	$ 57,214
17	Restoration	LS	1	$ 28,832	$ 28,832	$ 14,128	$ 14,704
18	Cleanup and Testing	LS	1	$ 28,832	$ 28,832	$ 14,128	$ 14,704
	Subtotal				$ 1,649,200	$ 800,100	$ 849,100
	30% Contingency*				$ 494,800	$ 240,000	$ 254,700
	Subtotal				$ 2,144,000	$ 1,040,100	$ 1,103,800
	8.7% State Sales Tax				$ 186,500	$ 90,500	$ 96,000
	Estimated Total Construction Costs				**$ 2,330,500**	**$ 1,130,600**	**$ 1,199,800**
	PROJECT ALLIED COSTS				$ 582,600	$ 282,700	$ 300,000
	Total Estimated Project Costs				**$ 2,913,100**	$ 1,413,300	$ 1,499,800

SERVICE AREA	Lots	Acres	Cost per Acre	Cost per Single Family Lot	Cost per Single Family Lot
Low Density Residential				City Limits	UGA
- Platted	52			$29,400	$ 26,800
- Large Parcels	14				
- Gross		51.8	$28,100		

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$13,200	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	28	$7,400	$207,200
Septic Tank Decommissioning/Onsite Costs, City Limits	24	$7,400	$177,600

* Includes allowance for temporary and permanent easement

AREA 8 - Hillcrest **100% UGA**

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 8 (Refer to Figure 6)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 830,621	$ 830,621	$ -	$ 830,621
2	Traffic Control Labor and Equipment	LS	1	$ 179,733	$ 179,733	$ -	$ 179,733
3	Dewatering	LS	1	$ 179,733	$ 179,733	$ -	$ 179,733
4	Sheeting, Shoring and Bracing	LS	1	$ 179,733	$ 179,733	$ -	$ 179,733
5	Sawcutting Pavement	LF	59,847	$ 4	$ 239,389	$ -	$ 239,389
6	Pavement Removal	SY	12,838	$ 20	$ 256,752	$ -	$ 256,752
7	6-inch laterals	LF	668	$ 70	$ 46,766	$ -	$ 46,766
8	8-inch Sanitary Sewer	LF	35,947	$ 90	$ 3,235,193	$ -	$ 3,235,193
9	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
10	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
11	48-inch Dia Manhole, 0' to 8' deep	EA	120	$ 4,000	$ 480,000	$ -	$ 480,000
12	Lateral Connection, 6-inch PVC	EA	392	$ 2,500	$ 980,000	$ -	$ 980,000
13	Low Pressure Force Main lateral & valve box	EA	32	$ 2,100	$ 67,200	$ -	$ 67,200
14	Low Pressure Force Main	LF	1,458	$ 50	$ 72,900	$ -	$ 72,900
15	Import Trench Backfill	TN	61,941	$ 20	$ 1,238,820	$ -	$ 1,238,820
16	Crushed Surfacing, Top Course	TN	6,844	$ 25	$ 171,091	$ -	$ 171,091
17	HMA Trench Patch, CL 1/2, PG 58-22	TN	6,594	$ 100	$ 659,429	$ -	$ 659,429
18	Restoration	LS	1	$ 159,735	$ 159,735	$ -	$ 159,735
19	Cleanup and Testing	LS	1	$ 159,735	$ 159,735	$ -	$ 159,735
20	Comp Plan Pump Station and Piping			$ -	$ -	$ -	$ -
	B1: Fairway Lane Lift Station, 1700 gpm, 125 hp			$ -	$ -	$ -	$ -
	Force Main, 12-inch, Roadway	LS	1	$ 1,670,288	$ 1,670,288	$ -	$ 1,670,288
	C1: Crosby Road Lift Station, 850 gpm, 40 hp			$ -	$ -	$ -	$ -
	6-inch Force Main, Roadway	LS	1	$ 387,900	$ 387,900	$ -	$ 387,900
				Subtotal	$ 11,195,000	$ -	$ 11,195,000
				30% Contingency*	$ 3,358,500	$ -	$ 3,358,500
				Subtotal	$ 14,553,500	$ -	$ 14,553,500
				8.7% State Sales Tax	$ 1,266,200	$ -	$ 1,266,200
				Estimated Total Construction Costs	**$ 15,819,700**	**$ -**	**$ 15,819,700**
				PROJECT ALLIED COSTS	$ 3,954,900	$ -	$ 3,954,900
				Total Estimated Project Costs	**$ 19,774,600**	**$ -**	**$ 19,774,600**

SERVICE AREA	Lots	Acres	Cost per Acre	Cost per Single Family Parcel
Low Density Residential				
- Platted	424			$23,300
- Large Parcels	10			
- Gross		79.7		
Medium Density Residential				
- Platted				
- Large Parcels	3			
- Gross		5.4		
Special Planning Area				
Per Comp Plan		352.0		
TOTAL ACRES		437.1	$22,600	

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	32	$13,200	$422,400
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	363	$7,400	$2,686,200
Septic Tank Decommissioning/Onsite Costs, City Limits	0	$7,400	$0

* Includes allowance for temporary and permanent easement

AREA 9 - SW 29th Ave **Split between UGA and City Limits**

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 9 (Refer to Figure 7)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limits Costs	UGA Costs
1	Mobilization	LS	1	$ 33,518	$ 33,518	$ 33,518	$ -
2	Traffic Control Labor and Equipment	LS	1	$ 10,520	$ 10,520	$ 10,520	$ -
3	Dewatering	LS	1	$ 10,520	$ 10,520	$ 10,520	$ -
4	Sheeting, Shoring and Bracing	LS	1	$ 10,520	$ 10,520	$ 10,520	$ -
5	Sawcutting Pavement	LF	0	$ 4	$ -	$ -	$ -
6	Pavement Removal	SY	0	$ 20	$ -	$ -	$ -
7	8-inch Sanitary Sewer	LF	2104	$ 90	$ 189,355	$ 189,355	$ -
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	6	$ 4,000	$ 24,000	$ 24,000	$ -
11	Lateral Connection, 6-inch PVC	EA	12	$ 2,500	$ 30,000	$ 20,000	$ 10,000
12	Low Pressure Force Main lateral & valve box	EA	0	$ 2,100	$ -	$ -	$ -
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -	$ -
14	Import Trench Backfill	TN	2369	$ 20	$ 47,378	$ 47,378	$ -
15	Crushed Surfacing, Top Course	TN	0	$ 25	$ -	$ -	$ -
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	0	$ 100	$ -	$ -	$ -
17	Restoration	LS	1	$ 6,446	$ 6,446	$ 6,446	$ -
18	Cleanup and Testing	LS	1	$ 6,446	$ 6,446	$ 6,446	$ -
				Subtotal	$ 368,700	$ 358,700	$ 10,000
				30% Contingency*	$ 110,600	$ 107,600	$ 3,000
				Subtotal	$ 479,300	$ 466,300	$ 13,000
				8.7% State Sales Tax	$ 41,700	$ 40,600	$ 1,100
				Estimated Total Construction Costs	**$ 521,000**	**$ 506,900**	**$ 14,100**
				PROJECT ALLIED COSTS	$ 130,300	$ 126,700	$ 3,500
				Total Estimated Project Costs	**$ 651,300**	$ 633,600	$ 17,600

SERVICE AREA	Lots	Acres	Cost per Acre
Low Density Residential			
- Platted	2		
- Large Parcels	10		
- Gross		76.5	$8,500

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$13,200	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	4	$7,400	$29,600
Septic Tank Decommissioning/Onsite Costs, City Limits	8	$7,400	$59,200

* Includes allowance for temporary and permanent easement

AREA 10 - Dillards Addition

100% City Limits

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 10 (Refer to Figure 2)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limit Costs	UGA Costs
1	Mobilization	LS	1	$ 38,197	$ 38,197	$ 38,197	$ -
2	Traffic Control Labor and Equipment	LS	1	$ 255	$ 255	$ 255	$ -
3	Dewatering	LS	1	$ 5,000	$ 5,000	$ 5,000	$ -
4	Sheeting, Shoring and Bracing	LS	1	$ 5,000	$ 5,000	$ 5,000	$ -
5	Sawcutting Pavement	LF	0	$ 4	$ -	$ -	$ -
6	Pavement Removal	SY	0	$ 20	$ -	$ -	$ -
7	Grinder Pump (Equipment and Delivery)	EA	25	$ 4,135	$ 103,375	$ 103,375	$ -
8	Grinder Pump (Installation Only)	EA	25	$ 3,500	$ 87,500	$ 87,500	
9	Duplex Grinder Pump (provide and install)	EA	1	$ 80,000	$ 80,000	$ 80,000	
10	Electrical Drop	EA	1	$ 10,000	$ 10,000	$ 10,000	
11	Electrical Panel with Manual Transfer Switch	EA	1	$ 9,500	$ 9,500	$ 9,500	
12	Low Pressure Force Main Connection Box	EA	25	$ 1,100	$ 27,500	$ 27,500	$ -
13	Electrical Conduit and Conductor	LF	2,800	$ 15	$ 42,000	$ 42,000	
14	Import Trench Backfill	TN		$ 20	$ -	$ -	$ -
15	Crushed Surfacing, Top Course	TN	210	$ 24	$ 5,040	$ 5,040	$ -
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	15	$ 120	$ 1,800	$ 1,800	$ -
17	Restoration	LS	1	$ 5,000	$ 5,000	$ 5,000	$ -
18	Cleanup and Testing	LS		$ 7,539	$ -	$ -	$ -
				Subtotal	$ 420,200	$ 420,200	$ -
				30% Contingency*	$ 126,100	$ 126,100	$ -
				Subtotal	$ 546,300	$ 546,300	$ -
				8.7% State Sales Tax	$ 47,500	$ 47,500	$ -
				Estimated Total Construction Costs	**$ 593,800**	**$ 593,800**	**$ -**
				PROJECT ALLIED COSTS	$ 148,500	$ 148,500	$ -
				Total Estimated Project Costs	**$ 742,300**	$ 742,300	$ -

SERVICE AREA	Lots	Acres	Cost per Single Family Parcel
Low Density Residential			
- Platted	21		$25,500
- Large Parcels	1		
- Gross		6.2	$33,500
Commercial/Industrial			
- Gross		0.0	

* Grinder Pumps located at edge of R/W
* Power and controls provided by City

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$3,500	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	21	$3,500	$73,500
Septic Tank Decommissioning/Onsite Costs, UGA	0	$7,400	$0
Septic Tank Decommissioning/Onsite Costs, City Limits	0	$7,400	$0

AREA 11 - NE Drainage Basin

Split between UGA and City Limits

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 11 (Refer to Figure 8)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limit Costs	UGA Costs
1	Mobilization	LS	1	$ 60,648	$ 60,648	$ 39,421	$ 21,227
2	Traffic Control Labor and Equipment	LS	1	$ -	$ -	$ -	$ -
3	Dewatering	LS	1	$ -	$ -	$ -	$ -
4	Sheeting, Shoring and Bracing	LS	1	$ -	$ -	$ -	$ -
5	Sawcutting Pavement	LF	0	$ 4	$ -	$ -	$ -
6	Pavement Removal	SY	0	$ 20	$ -	$ -	$ -
7	8-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	0	$ 4,000	$ -	$ -	$ -
11	Lateral Connection, 6-inch PVC	EA	4	$ 2,500	$ 10,000	$ 10,000	$ -
12	Low Pressure Force Main lateral & valve box	EA	31	$ 2,100	$ 65,100	$ 35,700	$ 29,400
13	Low Pressure Force Main	LF	8,278	$ 50	$ 413,900	$ 268,850	$ 145,050
14	Import Trench Backfill	TN	3,122	$ 20	$ 62,447	$ 40,562	$ 21,884
15	Crushed Surfacing, Top Course	TN	1,268	$ 25	$ 31,711	$ 20,598	$ 11,113
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	0	$ 100	$ -	$ -	$ -
17	Restoration	LS	1	$ 11,663	$ 11,663	$ 7,581	$ 4,082
18	Cleanup and Testing	LS	1	$ 11,663	$ 11,663	$ 7,581	$ 4,082
				Subtotal	$ 667,100	$ 430,300	$ 236,800
				30% Contingency*	$ 200,100	$ 129,100	$ 71,000
				Subtotal	$ 867,200	$ 559,400	$ 307,800
				8.7% State Sales Tax	$ 75,400	$ 48,700	$ 26,700
				Estimated Total Construction Costs	**$ 942,600**	**$ 608,100**	**$ 334,500**
				PROJECT ALLIED COSTS	$ 235,700	$ 152,000	$ 83,700
				Total Estimated Project Costs	**$ 1,178,300**	$ 760,100	$ 418,200

SERVICE AREA	Lots	Acres	Cost per Acre
Low Density Residential			City Limits
- Platted			
- Large Parcels	1		
- Gross		6.9	
Commercial/Industrial			
- Gross		163.8	$6,900

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$0	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits		$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA		$7,400	$0
Septic Tank Decommissioning/Onsite Costs, City Limits		$7,400	$0

* Includes allowance for temporary and permanent easement

AREA 12 - Goldie Road Enterprise Area

Split between UGA and City Limits

City of Oak Harbor
Wastewater Treatment Preliminary Engineering and Facilities Plan
Cost Estimate for Area 12 (Refer to Figure 9)

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	City Limit Costs
1	Mobilization	LS	1	$ 550,191	$ 550,191	$ 82,529
2	Traffic Control Labor and Equipment	LS	1	$ 140,046	$ 140,046	$ 21,475
3	Dewatering	LS	1	$ 140,046	$ 140,046	$ 21,475
4	Sheeting, Shoring and Bracing	LS	1	$ 140,046	$ 140,046	$ 21,475
5	Sawcutting Pavement	LF	28,009	$ 4	$ 112,037	$ 17,180
6	Pavement Removal	SY	6,008	$ 20	$ 120,163	$ 18,426
7	8-inch Sanitary Sewer	LF	28,009	$ 90	$ 2,520,835	$ 386,550
8	10-inch Sanitary Sewer	LF	0	$ 90	$ -	$ -
9	12-inch Sanitary Sewer	LF	0	$ 100	$ -	$ -
10	48-inch Dia Manhole, 0' to 8' deep	EA	109	$ 4,000	$ 436,000	$ 44,000
11	Lateral Connection, 6-inch PVC	EA	263	$ 2,500	$ 657,500	$ 50,000
12	Low Pressure Force Main lateral & valve box	EA	2	$ 2,100	$ 4,200	
13	Low Pressure Force Main	LF	0	$ 50	$ -	$ -
14	Import Trench Backfill	TN	31,536	$ 20	$ 630,727	$ 96,717
15	Crushed Surfacing, Top Course	TN	3,203	$ 25	$ 80,073	$ 12,279
16	HMA Trench Patch, CL 1/2, PG 58-22	TN	3,086	$ 100	$ 308,621	$ 47,325
17	Restoration	LS	1	$ 105,806	$ 105,806	$ 15,871
18	Cleanup and Testing	LS	1	$ 105,806	$ 105,806	$ 15,871
19	Comp Plan Pump Station and Piping					
	D2: Trunk Sewer to Oak, On Oak, On Goldie, 18-inch, Roadway	LS	1	$ 983,075	$ 983,075	$ -
	D4: Ault Field Road Trunk Sewer, 12-inch, Roadway	LS	1	$ 1,367,415	$ 1,367,415	$ -
	D6: Extension to Oak Harbor Road Sewer, 18-inch, Roadway	LS	1	$ 1,172,745	$ 1,172,745	$ -
	D7: Divert Flow to NE 7th Lift Station and Upgrade: Upgrade NE 7th LS (#3B), 2500 gpm, 40 hp Trunk sewer to south, 18-inch, Roadway	LS	1	$ 2,683,111	$ 2,683,111	$ -

Subtotal	$ 12,258,400	$ 851,200
30% Contingency*	$ 3,677,500	$ 255,400
Subtotal	$ 15,935,900	$ 1,106,600
8.7% State Sales Tax	$ 1,386,400	$ 96,300
Estimated Total Construction Costs	**$ 17,322,300**	**$ 1,202,900**
PROJECT ALLIED COSTS	$ 4,330,600	$ 300,700
Total Estimated Project Costs	**$ 21,652,900**	$ 1,503,600

SERVICE AREA	Lots	Acres	Cost per Acre
Low Density Residential			
- Platted	57		17,600
- Large Parcels	0		
- Gross			
Commercial/Industrial			
- Gross		650.2	
Residential Estate			
- Large Parcels	30		
- Gross		71	
TOTAL ACRES		721.2	$28,600

ONSITE COSTS FOR PLATTED PARCELS	Lots	Onsite Cost Unit Price	Total Onsite Cost
Septic Tank Decommissioning/Grinder Pump Costs, UGA	0	$13,200	$0
Septic Tank Decommissioning/Grinder Pump Costs, City Limits	0	$13,200	$0
Septic Tank Decommissioning/Onsite Costs, UGA	57	$7,400	$421,800
Septic Tank Decommissioning/Onsite Costs, City Limits		$7,400	$0

* Includes allowance for temporary and permanent easement

City of Oak Harbor
City Council Agenda Bill

Bill No. AB-4
Date: January 2, 2013
Subject: Comprehensive Water System Plan Consultant Contract

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
This agenda bill requests approval of an Contract with the engineering consulting firm Gray & Osborne, Inc. for developing a Comprehensive Water System Plan for the Oak Harbor Water Utility in the amount of $51,550.

AUTHORITY
The authority to enter into agreements for professional services is granted to the City of Oak Harbor under RCW 35A.11.020.

FISCAL IMPACT DESCRIPTION
Funds Required: $51,550
Appropriation Source: Water Fund 401

SUMMARY STATEMENT
The Washington State Department of Health (DOH) requires that Group A public water systems, such as the Oak Harbor Water Utility, develop and periodically update a water system plan. The purpose of the water system plan is to demonstrate that the utility has the operational, technical, financial and managerial capacity to provide a safe and reliable drinking water supply to the public.

The water system plan follows a set format prescribed by the DOH and covers the entire system and organization. There are ten chapters that cover history of the water system, a description of the system and service area, service policies, population served, land use, growth projections, water quality, physical capacity, deficiencies, water conservation, source of supply, operations and maintenance, improvement program, design and construction standards and finances.

Amount of Contract:
The contract has a maximum not to exceed limit of $51,550. Included in the total hourly not to exceed fee structure is a management reserve of $5,000. As stipulated in the contract, the management reserve is for work not included in the defined scope of work and is intended as a convenience to the City.

Funding:
The funding for the project will be provided through the Water Utility Professional Services budget.

Selection Process:
The Municipal Research and Services Center (MRSC) of Washington maintains a roster of qualified consultants on the City's behalf in accordance with RCW 39.80.030. MRSC updates the roster annually based on general requirements. Gray & Osborne has been selected from the roster based on their qualifications submitted to MRSC for the service category of "Municipal Sewer and Water Consulting – System Planning – Municipal Water Systems." Staff also believes that Gray & Osborne is the most qualified consultant on the MRSC roster because they have been directly involved in the modeling of our water system, design of the Gun Club Road Water Mains project and the North Reservoir project. Their intimate knowledge of our water system makes them the best candidate to develop the Water System Plan.

Justification:
Updating and revising the Water System Plan is necessary for the Water Utility to remain in compliance with DOH regulations under WAC 246-290-100. Current City staffing levels do not support the level of attention needed for developing the Water System Plan within a predictable time frame. City staff recommends hiring an engineering consulting firm to develop the Water System Plan.

STANDING COMMITTEE REPORT
This issue was discussed at the December 6, 2012 Public Works Standing Committee meeting and at the Government Services Standing Committee on December 11, 2012.

RECOMMENDED ACTION
Authorize the Mayor to sign the Contract with Gray & Osborne, Inc. to develop a Comprehensive Water System Plan for the City of Oak Harbor with a not to exceed limit of $51,550.

ATTACHMENTS
- Table of Contents, WSDOH Water System Planning Handbook
- Contract

MAYOR'S COMMENTS

Water System Plan (WSP) Pre-Plan Agenda

	√Required	*Content Description*	*WSP Page #*
Chapter 1		**Description of Water System**	
	(√)	Ownership and management	_____
	(√)	System history and background	_____
	(√)	Inventory of existing facilities	_____
	(√)	Related plans: Coordinated Water System Plan (CWSP), Comp./Community	_____
	(√)	Information & Maps: Service area, **identify retail service area☆**, designated land use and zoning, future comprehensive plan request for changes to land use, & agreements	_____
	(√)	Policies: Service area, SMA, conditions of service, annexation	_____
	(√)	**Duty to serve☆** requirement: identify process, timeframes, conditions, appeals	_____
	(√)	**Consistency** from **local planning☆** agency	_____
	(?)	Consistency for local watershed☆ (Ecology comments)	_____
Chapter 2		**Basic Planning Data**	_____
	(√)	Current water use: Population, service connections, & ERUs and data reporting	_____
	(√)	Consecutive 6 & 20th year projections: Population, service connections, & ERUs	_____
	(√)	Consecutive 6 & 20th year projections: Demand forecasts **w/ & w/o expected efficiency savings☆**	_____
	(√)	Monthly and annual production. Totals per source. **Water Supply Characteristics☆**	_____
	(?)	Annual usage for water supplied to other systems	_____
	(√)	Annual usage by customer class. **Demand Characteristics (see Ch.4)☆**	_____
	(√)	Historical total water loss **(DSL) – percent and volumes☆**	_____
	(√)	**>1000, seasonal variations in consumption by customer class☆**	_____
Chapter 3		**System Analysis**	
	(√)	Capacity analysis with **water right self assessment** (3 forms DOH/ECY per MOU)	_____
	(√)	System design standards	_____
	(√)	Water quality analysis	_____
	(√)	System inventory, description and analysis	_____
	(√)	Source	_____
	(√)	Treatment	_____
	(√)	Storage	_____
	(√)	Distribution system/hydraulics	_____
	(√)	Summary of system deficiencies	_____
	(√)	Analysis of possible improvement projects	_____
Chapter 4		**Water Use Efficiency Program and Water Resource Analysis**	_____
	(√)	**Water Use Efficiency Program per WAC 246-290-810☆ Budget line item for measures.☆ >1,000 Estimate water savings from measures past six years. ☆**	_____
	(√)	**Source & Service Meters/Or schedule w/activities to minimize leakage☆**	_____
	(√)	**Water right self assessment☆** for existing, 6, and 20-year projections (3 forms)	_____

	√Required	Content Description	WSP Page #
	(√)	**Water supply and demand characteristics – Subtitles with description & discussion on effect of water use☆**	_____
	(?)	Source of supply analysis and evaluation of supply alternatives	_____
	(?)	Interties	_____
	( )	**≥1,000 connections explore reclaimed water opportunities☆**	_____
Chapter 5		**Source Water Protection (Check One or Both)**	
	(√)	Wellhead protection program	_____
	( )	Watershed control program	_____
Chapter 6		**Operation and Maintenance Program**	
	(√)	Water system management and personnel	_____
	(√)	Operator certification	_____
	(√)	Routine operating procedures and preventive maintenance	_____
	(√)	Water quality sampling procedures & program – Identify **WQ PN Requirements**	_____
	(√)	Coliform monitoring plan/map. **Add** Ground Water Rule (GWR) **narrative, actions**	_____
	(√)	Emergency program, water shortage plan, service reliability per WAC 246-290-420	_____
	(√)	Address sanitary survey findings	
	(√)	Cross-connection control program – Summarize **next actions to address**	_____
	(√)	Recordkeeping, reporting, and customer complaint program	_____
	(√)	Summary of O&M deficiencies	_____
Chapter 7		**Distribution Facilities Design and Construction Standards**	
	(?)	Standard construction specification for distribution mains	_____
Chapter 8		**Improvement Program**	
	(√)	Capital improvement schedule for 6 and 20 years	_____
Chapter 9		**Financial Program**	
	( )	≥1000 connections – Balanced 1-year budget – recommend 6 years	_____
	(√)	<1000 connections – Balanced 6-year budget, w/ Financial Viability	_____
	(√)	Revenue and cash flow stability to fund capital and emergency improvements	_____
	(√)	**Evaluation of affordable rate structure that encourages water demand efficiency☆ Budget line item if Water Loss Control Action Plan is required☆**	_____
Chapter 10		**Miscellaneous Documents**	
	(√)	Meeting of the consumers (documentation). **Approval by EGB prior to DOH approval (per WAC Change in 2007)☆**	_____
	(√)	County/Adjacent Utility Correspondence	_____
	( )	≥1000 connections - State Environmental Policy Act (SEPA) Determination	_____
	(?)	Agreements (intertie, service area, franchise, etc.)	_____
	(?)	Satellite Management Program	_____

CITY OF
Oak Harbor
WHIDBEY ISLAND, WASHINGTON

CITY OF OAK HARBOR
CONSULTANT AGREEMENT
WITH GRAY & OSBORNE, INC.

PROJECT TITLE: WATER SYSTEM PLAN UPDATE

PROJECT COMPLETION DATE: December 31,2013

MAXIMUM AMOUNT PAYABLE: $46,550

TABLE OF CONTENTS

CONSULTANT CONTRACT

GENERAL REQUIREMENTS

EXHIBITS

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 Plan Update

Project Description: Update the 2003 Water System Plan to provide a thorough analysis of water system issues for the City's existing service area. The goal is to complete comprehensive long-term planning for operations, source capacity, infrastructure improvements, and water use policies for the system.

Project Completion Date: December 31, 2013
Maximum Amount Payable: $46,550
Progress Payments: Monthly

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

None

AGREEMENT

V. INTRODUCTION

THIS AGREEMENT, made and entered into this day of , , between the City of Oak Harbor, Washington, hereinafter called the "CITY", and the below identified organization hereinafter called the "CONSULTANT" consists of this agreement, the exhibits and the General Requirements attached hereto.

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above-referenced project, and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and, therefore, deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

VI. GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the work and services described in Section III of this AGREEMENT and as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

VII. SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

VIII. PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT on the basis of a negotiated hourly rate plus costs as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. 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 specified in Exhibit "B" attached hereto and by this reference made part of this AGREEMENT; except for out of pocket costs as identified in Exhibit "C".

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 Thomas M. Zickel
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: December 20, 2012

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. The CONSULTANT shall indemnify and hold the AGENCYand its officers and employees harmless from and shall process and defend at its own expenseall claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY against and hold harmless the AGENCY from claims, demands or suits based solely upon the conduct of the AGENCY, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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 CONSULTNAT 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.

December 20, 2012
Date

Thomas M. Zerkel
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.

December 20, 2012
Date

Thomas M. Zirbel
President or Authorized Official or
Consultant Signature

EXHIBIT B
SCOPE OF WORK (ADD ON)

Project No. _____

<u>See attached documents furnished by the Consultant</u>

EXHIBIT B

SCOPE OF WORK

CITY OF OAK HARBOR
WATER SYSTEM PLAN UPDATE

The City of Oak Harbor would like to update the 2003 Water System Plan (Plan) to provide a thorough analysis of water system issues for the City's existing service area. The City's goal is to complete comprehensive long-term planning for operations, source capacity, infrastructure improvements, and water use policies for the system.

City staff have started work on developing an updated Water System Plan, and to date have completed preliminary versions of Chapter 1 – Water System Description and Chapter 2 – Basic Planning Data and Demand Forecast. The City would like Gray & Osborne to review these existing chapters and provide any additional information as required. The City would also like Gray & Osborne to develop the remaining chapters to provide a complete updated Water System Plan.

In 2009, Gray & Osborne provided engineering services to assist the City in determining the best location for a new reservoir. The scope of work for these services included updating the water system modeling program. This investigation identified several deficiencies in the City's current pressure zone system and the final result of this study was a recommendation that the City should develop a completely new pressure zone system. Gray & Osborne provided the City with a report titled *New Reservoir Project Predesign Report* describing the need for creating new pressure zones in the City's water distribution system and the Capital Improvement Projects (CIPs) necessary to accomplish the recommended new pressure zone system. This report and its findings will be used as a basis for the development of the CIPs necessary to support the Water System Plan.

The following further describes the specific scope of work to complete a water system plan that will meet the requirements of WAC 246-290 and provide information essential for long-term system planning for the City. The scope of work contains the specific information required by the Washington State Department of Health (DOH) for water system plans and additional areas of interest to the City.

CHAPTER 1 – WATER SYSTEM DESCRIPTION

Gray & Osborne will conduct a preliminary meeting with City staff and DOH representatives to review goals and objectives for the Plan and prepare a list of data requirements that must be collected from the City including water use and production records, water quality records, financial records, applicable City code and policies, any previous plans or studies affecting the water system, current issues, and information regarding City personnel.

As noted above, the City has developed a draft of Chapter 1 for the Water System Plan. Gray & Osborne's scope includes review of the City-developed Chapter 1 and providing any additional information that may be required to obtain DOH approval. Specifically, Gray & Osborne will provide a final version of Chapter 1 that includes the following:

- Update the history and development of the water system since the publication of the 2003 Water System Plan.
- Prepare map of water service area boundaries, including retail service area and future retail service area, based on location of existing area served, existing facilities, topography, other existing systems, and the County Growth Management Plan.
- Prepare service area and land use maps for identified water service area.
- Update population projections of the City's service area based on City's Comprehensive Plan.
- Provide water right overview (self-analysis required by Municipal Water Law (MWL) is done in Chapter 3).
- Prepare an inventory of critical water system components.
- Create existing water system base map, confirming waterline sizes and hydrant locations.
- Determine condition of existing system through review of existing maintenance records, DOH Sanitary Survey Reports, and field inspection.

CHAPTER 2 – BASIC PLANNING DATA AND DEMAND FORECAST

The City has developed a preliminary version of this chapter. Gray & Osborne's scope includes review of this City-developed Chapter 2 and developing additional information as required. Gray & Osborne will augment the existing draft and provide a final Chapter 2 that includes the following:

- Existing average day, maximum day, and maximum instantaneous demand for the service area based on the data available.
- Existing water needs and uses by customer type, including average day, maximum day, and maximum instantaneous demand flows within each pressure zone.

- Identify distribution system leakage and incorporate into projected demands.

- Document current conservation program and estimate its impact on future water demand.

- Calculate existing and future service area water demands. Projections will be based on planning information provided by the City, including 6-year and 20-year growth rates as well as the number of connections anticipated at buildout.

CHAPTER 3 – SYSTEM ANALYSIS

Summarize the minimum performance, reliability, and design criteria established by DOH, Ecology, and the City and the 2009 *New Reservoir Project Predesign Report.* Gray & Osborne will inspect existing water facilities with City staff to provide suitable evaluation. Water system facilities will be assessed relative to these criteria and the current and projected demands identified in Chapter 2 for the following system components:

- Distribution System

- Source Evaluation, including the City's wells and the current water supply agreement with the City of Anacortes

- Storage Analysis

  1. Define overall storage capacity for the planning period relative to DOH standards for:

     - Dead Storage
     - Operational Storage
     - Standby Storage
     - Equalization Storage
     - Fire Suppression Storage

- Booster Station Capacity

- Water Quality

  1. Summarize source water quality data from City documents.

2. Compare the water quality to federal and state standards, and the water quality criteria developed in Performance and Design Criteria.

3. Review, assess, and describe anticipated requirements of the Safe Drinking Water Act. Summarize anticipated impacts to the City.

4. Describe City's efforts to satisfy customer concerns and complaints about water quality.

CHAPTER 4 – HYDRAULIC MODELING

- Prepare Hydraulic Model

  1. Perform site reconnaissance and develop background information on system control.

  2. Build upon hydraulic model developed for 2009 Reservoir Analysis. This scope assumes that existing fire flow test information is adequate for model calibration and that additional flow tests are not necessary.

- Distribution System/Hydraulic Analysis

  1. Review and summarize current fire flow requirements.

  2. Initiate model runs to compare model against fire flow data.

  3. Perform peak hour analysis of 2013, 2019, and 2033 scenarios.

  4. Perform fire flow analyses of 2013, 2019, and 2033 scenarios and provide an available fire flow map.

CHAPTER 5 – WATER USE EFFICIENCY

- In cooperation with City staff, update Water Use Efficiency Program in compliance with the latest DOH/Ecology requirements and general format.

- Update Water Use Efficiency goals for the 6-year planning period.

- Develop target water use reductions based on proposed conservation efforts.

- Assess water supply and demand characteristics including seasonal concerns.

CHAPTER 6 – OPERATION AND MAINTENANCE PROGRAM

- Document organization and certification:

    1. Organizational chart listing personnel and responsibilities.

    2. Current certification requirements and DOH compliance status.

- Document major system components and outline maintenance and responsible personnel.

- Document Routine and Preventive Maintenance Program:

    1. Maintenance practices and inspection routines.

    2. Routine and preventive maintenance program.

    3. Routine maintenance recording forms.

- Document Water Quality Monitoring Program:

    1. Existing monitoring program and water quality data.

    2. Safe Drinking Water Act requirements.

    3. City's water quality monitoring schedule.

    4. DOH reporting requirements.

    5. Press release and boil water notice language in the event of bacterial contamination.

- Document Emergency Response Plan:

    1. Summarize natural and manmade hazards.

    2. Summarize preparedness planning including communications charts and emergency notification forms as appropriate for each hazard.

- Cross-Connection Control Program

  1. Review inventory provided by City staff of number and types of existing backflow prevention devices currently in service in the water system.

  2. Review City code and conditions of service for adequacy of City authority over cross-connection control.

  3. Document City's recordkeeping procedures for cross-connection control.

  4. Review City's existing Cross-Connection Control Program elements relative to AWWA PNWS Cross-Connection Control Manual guidance and recommend any improvements needed in City's program.

CHAPTER 7 – SOURCE PROTECTION

- Update the existing Wellhead Protection Plan.

- Briefly summarize the Anacortes supply agreement.

CHAPTER 8 – CAPITAL IMPROVEMENT PLAN

This chapter will update the capital improvements listed in the …

- Develop a prioritized list of system deficiencies and needs, including operation, maintenance, and emergency planning.

- Describe, assess, and justify detailed alternatives to correct system deficiencies and accommodate projected growth, including cost analyses.

- Develop a service area map that locates proposed improvement alternatives.

- Provide a Capital Improvement Plan (CIP) schedule.

- Prepare detailed engineering cost estimates for each system improvement.

CHAPTER 9 – FINANCIAL PROGRAM

- Summarize existing water rates and historical water utility revenues and expenses for the past 6 years.

- Project water utility revenues and expenses for the 6-year planning period including CIP expenses.

- List and discuss the available and potential revenue sources for system improvements.

- Assess the City's capability to obtain potential sources of revenue.

- Assess the impact of the financial program relative to existing water rates.

OTHER

- Incorporate record documentation of the City's three chlorination systems into water system plan to include DOH hypochloride checklist.

- Review and update water system construction standards for inclusion in the Plan appendices.

- Coordinate draft Plan reviews with adjacent water purveyors.

- Address DOH, County, and adjacent purveyor comments.

- Printing costs include the costs for printing five review copies of each milestone and the final plan for the City, and the necessary number of copies for agencies and adjacent purveyors. Printing costs for additional copies will be passed on to the City. An electronic version of the Plan in PDF format will also be provided to the City on a compact disk.

MEETINGS

Attend two meetings with City staff, one public meeting, and one City Council workshop as necessary to complete Water System Plan.

QUALITY ASSURANCE/QUALITY CONTROL

- Conduct quality assurance/quality control reviews at four phases of the Plan development:

    1. Concept (5%)

    2. Chapters 1 through 3 (30%) – Deliverable to the City for review

3. Chapters 4 through 6 (60%) – Deliverable to the City for review

4. Final (90%) – Final to the City

PRELIMINARY LIST OF REQUESTED INFORMATION AND MATERIALS

The City would like to complete the Water System Plan update as soon as possible. An accelerated project schedule will require as complete a package of the following information as is practical within 30 days of the Notice to Proceed.

Related Documents

Any of the following plans, agreements, or documents are requested that the City has completed in the past, if available:

- Current City Comprehensive Plan
- Existing Interlocal Agreements
- Cross-Connection Control Plans
- Water Quality/Coliform Monitoring Plans
- Land Use and Zoning Plans
- Operation and Maintenance Plans
- Service Area Policies
- Growth Management Act (GMA) Plans

General Planning Information

The following general planning information is requested, if available:

- Historic population data
- Planned annexations, expansions of the UGA, or changes in land use or zoning

Water Production and Consumption Data

For the last 6 years, the following information is requested, if available or applicable:

- Water production records from each source, including daily production readings
- Pump station meter and run time data
- Monthly and annual metered water consumption records by customer type (single-family residential, multifamily residential, commercial, and industrial), meter size, and address

Fire Flow Data

The following fire flow information is requested, if available:

- Required fire flow as determined by City ordinance or the Fire Marshal
- The most recent Washington Survey and Rating Bureau Report for the City

Operation and Maintenance

The following information regarding the operation and maintenance of the water system is requested, if available:

- List of public works staff and certification status of each employee
- System maintenance schedule and maintenance procedures
- The system Water Facility Inventory form
- Copy of cross-connection control ordinance and summary of cross-connection control devices within the service area
- List of linear feet of pipe in the distribution system by types and sizes
- Existing water conservation measures (e.g., water bill inserts, meter testing and repair program, individual service meters for all users, implementing rate design techniques, distribution of brochures and pamphlets, low-flow showerheads and toilet devices, etc.)

- Operation procedures for the system including a description of telemetry and control of sources and reservoirs

Water Quality/Wellhead Protection

The following water quality information is requested, if available or applicable:

- Water Quality Monitoring Report for 2012 sent to the City by the Department of Health
- Setback covenants for the City's wells
- Current Wellhead Protection Plan
- Most recent Consumer Confidence Report

Emergency Response

The following emergency response information is requested, if available:

- Routine and emergency operation and control procedures
- List of personnel with emergency training (e.g., CPR, first-aid, hazmat)
- Chain-of-command of City decision-making personnel in the event of an emergency
- Emergency phone list, including phone numbers for local utilities, chemical and equipment suppliers, local fire authority, etc.

Financial Information

The following financial information is requested for the past 5 years, if available:

- Year-end revenue and expense reports for the water fund, applicable capital improvement funds, and bond payment/reserve funds
- Revenue by customer class for the most recent year
- The 2013 budget for the water utility and capital improvement funds
- Water system debt schedules, terms of debt service, and ordinances

- Debt coverage if established for future revenue bonds
- Copies of water rates and connection charges

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 Plan Update

Direct Salary Cost (DSC):

Classification	Man Hours	x	Rate	=	Cost
Principal	37		$42.85		$ 1,585.45
Project Manager	86		$41.93		$ 3,605.98
Engineer III	250		$29.81		$ 7,452.50
AutoCAD Manager	46		$27.95		$ 1,285.70
					$
					$
					$
					$
					$
					$
					$
					$
			Total DSC =		**$ 13,929.63**

Overhead (OH Cost -- including Salary Additives):
OH Rate x DSC of 180 % x $13,929.63 $ 25,073.33

Fixed Fee (FF):
FF Rate x DSC of 42 % x $13,929.63 $ 5,850.44

Reimbursables:
Itemized Mileage @ $0.55/mile and Printing $ 1,696.60

Subconsultant Costs (See Exhibit "G"): $ 0.00

Grand Total $ 46,550.00

Prepared by Thomas M. Zerkel, P.E. Date December 20, 2012

EXHIBIT D-2
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(Specific Rates of Pay)

Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @180 %	Profit @42 %	Rate Per Hour
Principal	$42.85	$77.13	$18.00	$137.98
Project Manager	$41.93	$75.47	$17.61	$135.01
Engineer III	$29.81	$53.66	$12.52	$ 95.99
AutoCAD Manager	$27.95	$50.31	$11.74	$ 90.00

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

Project: Water System Plan Update

Direct Salary Cost (DSC):

Classification	Man Hours	x	Rate	=	Cost
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____
_____	_____		_____		$_____

VOID

Total DSC = $_____

Overhead (OH Cost -- including Salary Additives):
OH Rate x DSC of _____ % x $_____ $_____

Fixed Fee (FF):
FF Rate x DSC of _____ % x $_____ $_____

Reimbursables:
Itemized $_____

Grand Total $_____

Prepared by_____ Date_____

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 Assignable ..... _____
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 ..... _____

VOID
SEE ATTACHED WSDOT AUDITED OVERHEAD

Gray Osborne
Overhead Schedule
For the Year End December 31, 2011

Description	Financial Statement Amount	G&O Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	$5,290,554				$5,290,554	100.00%
Fringe Benefits:						
Vacation, Sick, & Holiday	$800,845		2,641	Q	$803,486	15.19%
Payroll Taxes	879,355				879,355	16.62%
Health Insurance	1,262,980				1,262,980	23.87%
Workers' Comp. Insurance	48,703				48,703	0.92%
Profit Sharing (401-k)	100,000				100,000	1.89%
Fringe Benefit Adjustment			(20,595)	I	(20,595)	-0.39%
Total Fringe Benefits	$3,091,883	$0	($17,954)		$3,073,929	58.10%
General Overhead:						
Indirect Labor	$2,868,025		($57,360)	I	$2,810,665	53.13%
Labor Variance (Uncomp OT)	(115,065)		$115,065	S	0	0.00%
Incentive Bonus	2,354,267		(186,550)	R, S	2,167,717	40.97%
Rent	624,936				624,936	11.81%
Maintenance & Repairs	101,247				101,247	1.91%
Automobile	26,236		(907)	P	25,329	0.48%
Travel	122,559		(36,768)	N	85,791	1.62%
Recovery, Business Owned Veh.	(27,947)				(27,947)	-0.53%
Meals	63,374	(23,555)	(27,144)	A, M	12,675	0.24%
Lodging	20,660		(6,404)	K	14,256	0.27%
Insurance	143,598				143,598	2.71%
Telephone	58,173				58,173	1.10%
Utilities	9,453				9,453	0.18%
Taxes & Licenses	419,289				419,289	7.93%
Depreciation & Amortization	176,751				176,751	3.34%
Membership & Dues	34,670		(1,000)	J	33,670	0.64%
Recruiting	6,206				6,206	0.12%
Advertising	6,207	(6,207)		B	0	0.00%
Professional Services	64,579				64,579	1.22%
Interest	23,848	(23,848)		C	(0)	0.00%
Computer	60,667				60,667	1.15%
Office Expense	310,991	(13,155)		D	297,836	5.63%
Charitable Contributions	4,850	(4,850)		E	0	0.00%
Deferred Contributions	13,062	(13,062)		F	0	0.00%
Provision for Taxes	(11,656)	11,656		G	0	0.00%
Key-man Life Insurance	(120,856)	120,856		H	0	0.00%
Total General Overhead	$7,238,125	$47,835	($201,068)		$7,084,891	133.92%
Total Overhead Costs	$10,330,008	$47,835	($219,022)		$10,158,821	192.02%
Overhead Rate (Less FCC)	195.25%	196.16%			192.02%	
Facilities Cost of Capital					$ 12,935	
					$ 10,171,756	

Page 1

Gray Osborne
Overhead Schedule
For the Year End December 31, 2011

Description	Financial Statement Amount	G&O Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Overhead Rate (Includes FCC)					192.26%	

Gray & Osborne, Inc., Reviewed and Accepted 10/29/12 MJP
"Overhead Rate still subject to WSDOT Audit"

References

Gray & Osborne Adjustments:

A Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2). Entertainment unallowable per 48 CFR 31.205-14.

B Public relations and advertising unallowable per 48 CFR 31.205-1.

C Interest unallowable per 48 CFR 31.205-20.

D Employee/Client Appreciation, unallowable per 48 CFR 31.205-13(b)

E Contributions unallowable per 48 CFR 31.205-8l.

F Bonus payments unsupported and not performance based unallowable per 48 CFR 31.205-6 and 2010 AASHTO

G Unallowable taxes and licenses per 48 CFR 31.205-41.

H Key person life insurance unallowable per 48 CFR 31.205-19(e)(2)(v).

WSDOT Adjustments:

I Labor Directly associated to unallowable activates in Client Development account 20% deemed unallowable 48 CFR 31.205-6

J Lobbying cost associated with Dues unallowable ($1,000), 48 CFR 31.205-22

K Amount of lodging exceeds Per Diem, 31% removed 48 CFR 31.205-46 (a) (2)

M Amount in excess of Per Diem, 48 CFR 31.205-46 (a) (2), No meal per diem authorized for employee's in a non travel status, 48 CFR 31.205-6, Unallowable cost for Alcohol 48 CFR 31.205-51, 80% of account unallowable per WSDOT testing

N Airfare for spouse unallowable 48 CFR 31.201-3, Airfare cost in excess of lowest fair available unallowable ($1,477), 48 CFR 31.205-46 (b), Mileage in excess of GSA authorized $.51, GSA did not change mileage in conjunction with the IRS change.

P Personal use of Autos is strictly prohibited, personal use of the vehicles to and from work is not allowable, removed 10% of the following GL Accounts, (761- $26,236, 774- $10,783, 793-($27,947) 48 CFR 31.205-6 (m) (2)

Q Vacation was accounted using accrued method instead of actual vacation paid $2,641

R Bonus payments of $62,820 removed, the difference of rating for principal to non-principal of the same engineers job classification, multipliers for ratings of the same job class should be consistent. 48 CFR 31.201-2 (c), 31.205-6 (f) (i)

S Reclassified Comp hours to offset payroll variance to align payment with correct cost pool, 48 CFR 31.203 (c)

NOTE: 192.26% IS GRAY & OSBORNE'S 2011 WSDOT AUDITED OVERHEAD RATE. WE HAVE BEEN USING AN OVERHEAD RATE OF 180% FOR NON-WSDOT PROJECTS and PROPOSE THAT RATE FOR THIS PROJECT. TMZ.

+Pending Items As of: December 27, 2012 This list is subject to change.

Council Absences: Mayor Pro Tempore Danny Paggao absent 1-15-13 & 2-5-13 Severns absent Feb 19, 2013

Targeted Meeting Date	Agenda Bills ARE DUE	Public Hearing Notice Date (if needed)	Consent Agenda	Subject	Department
				City Council Meeting January 2, 2013	
1/2/13	**Noon on 12/20/12**			**PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS**	
1/2/13	Noon on 12/20/12			Proclamation Whidbey Island Relay for Life Kickoff January 16, 2013	
1/2/13	**Noon on 12/20/12**			**CONSENT AGENDA**	
1/2/13	**Noon on 12/20/12**			**PUBLIC HEARINGS & ORDINANCES/RESOLUTIONS**	
1/2/13	**Noon on 12/20/12**			**OTHER BUSINESS**	
1/2/13	Noon on 12/20/12			Septic to Sewer Technical Memorandum	PW
1/2/13	Noon on 12/20/12			Comprehensive Water System Consultant Contract	PW

1/2/13	Noon on 12/20/12			North Booster Station and Transmission Main authorization to Solicit RFQ's for Design	PW
1/2/13	Noon on 12/20/12				PW
1/2/13	Noon on 12/20/12			Adoption of Department of Corrections Contract	Police
1/15/13	**Noon on 1/3/13**			**City Council Meeting January 15, 2013** **Mayor Pro Tempore Danny Paggao, absent**	
1/15/13	**Noon on 1/3/13**			**PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS**	
				Employee Recognition Douglas Merriman	
1/15/13	Noon on 1/3/13			A presentation by Cathy Lange from the Youth Commission	Admin
1/15/13	Noon on 1/3/13			Presentation by Cheryl Wyatt, Marketer for the Whidbey Island Tourism Association.	Admin
1/15/13	**Noon on 1/3/13**			**CONSENT AGENDA**	
				Appointment of two Planning Commission Members	
1/15/13	**Noon on 1/3/13**			**PUBLIC HEARINGS & ORDINANCES/RESOLUTIONS**	

1/15/13	Noon on 1/3/13			Public Hearing and adoption of Ordinance No. 1643 Impact Fee Deferral	DS
1/15/13	Noon on 1/3/13			Public Hearing Property Maintenance & Abatement Code Ordinance & adoption of Ordinance No. 1651	DS
1/15/13	Noon on 1/3/13			Adoption of Resolution 12-37 Solid Waste Standard (move ahead) KPG Engineering Program Planning Report	PW/Fin
1/15/13	Noon on 1/3/13			Adoption of Resolution 12-38 Solid Waste Standard (do not move ahead) KPG Engineering Program Planning Report	PW/Fin
1/15/13	**Noon on 1/3/13**			**OTHER BUSINESS**	
1/15/13	Noon on 1/3/13			Contract Amendment 4 for ERCI archaeology services related to the Archaeological Recovery Project	PW
1/15/13	Noon on 1/3/13			Wastewater Treatment Plant authorization to Solicit RFQ's for Design	PW
1/15/13	Noon on 1/3/13			Contract – Automated Pay Station for Staysail RV Park	
1/15/13	Noon on 1/3/13			Adoption of Department of Corrections Contract	Police
1/15/13	Noon on 1/3/13			Authorization to bid for Water Reservoir	PW
1/15/13	Noon on 1/3/13			Discussion of Marina Fees	Fin/ DS
1/15/13	Noon on 1/3/13			Art Purchase by Arts Commission – Spirit of the Islands	Fin/ Admin
1/15/13	Noon on 1/3/13			Funding for IDIPIC	
1/16/13	Event in Council Chambers Do Not Schedule Anything				
2/5/13				Annual Report from Police Community Advisory Board	Police
3/5/13				Chicken Ordinance by March 5th.....	

				Mayor Pro Tempore Paggao absent for 2-5-2013 Meeting	
				Employment Contracts for Recker	Admin
				Report on Cyber Security	Admin
				Develop a list of acronyms for the City's website	
				Binding Site Plan Code Amendment: No public hearing for this meeting, introduction only Consent Agenda Ordinance No. 1644	DS
				Council Resolution to authorize submittal of the Wastewater Facility Plan to the Department of Ecology	PW
				Reconcile Youth Commission Code Reference 2.250 & 2.240	
				Amend code to place fees in Resolution form	
				Agreement Renewal - Puget Sound Energy Franchise Agreement	PW Admin Legal
				Authorization to Advertise for Bids - Online Payment Services	Finance
				Council Rule Change – Public Forum – Free Speech	Legal
				Channel 10 Rules	Admin/Legal
				Banner Program Guidelines	PW/DS
				Legal Department Restructure	Legal
				Utilities Office, City Council Chambers, Law Department Remodels	Finance, DS

				Decision regarding selection of consultant for preliminary & final design of WWTP	PW

STANDING COMMITTEES and other meetings and activities

Date	Subject	Dept.
12/3/12	Marina Committee 7:00 p.m. City Hall	DS
12/6/12	PUBLIC WORKS STANDING COMMITTEE, 3:30 p.m., City Hall Council Chambers	Committee Members
12/10/12	ARTS COMMISSION, 7:00 p.m., City Hall Conference Room	Committee Members
12/11/12	GOVERNMENTAL SERVICES STANDING COMMITTEE, City Hall Council Chambers	Committee Members
12/12/12	FINANCE STANDING COMMITTEE, City Hall Council Chambers 3:30 p.m.	Committee Members
12/20/12	PUBLIC SAFETY STANDING COMMITTEE, 3:30 p.m., City Hall Council Chambers	Committee Members
Date TBD	CITY COUNCIL SPECIAL MEETING, Workshop on Recommendations from HDR - System Development Fees	PW and Finance
12/8/12	CITY COUNCIL RETREAT – Review Goals set at March Retreat	Council
12/10/12	City Council Meeting with Legislators - Lodging Tax	Admin
12/11/12	Planning Commission Meeting 7:00 p.m. Public Works	Dev Ser

Oak Harbor City Council
SPECIAL MEETING
5:00 p.m.
Thursday, December 20, 2012

CALL TO ORDER

The Mayor called the special meeting of the City Council to order at 5:00 p.m.

Present:
Mayor Scott Dudley
Councilmember Tara Hizon
Councilmember Bob Severns
Councilmember Jim Campbell
Councilmember Joel Servatius

Staff Present:
Finance Director Doug Merriman

Absent:
Mayor Pro Tempore Danny Paggao
Councilmember Beth Munns
Councilmember Rick Almberg

ORDINANCE 1650 – AN ORDINANCE OF THE CITY OF OAK HARBOR AMENDING THE 2011 – 2012 BIENNIAL BUDGET FOR THE CONSOLIDATION OF THE TECHNOLOGY FUND #505 WITH THE EQUIPMENT REPLACEMENT FUND #502 AND TO PROVIDE ADDITIONAL APPROPRIATION AUTHORITY TO THE ARTERIAL STREET FUND #104 AND THE 2ND ¼% REET FUND #312 FOR EACH FUND'S PARTICIPATORY SHARE IN THE CONSTRUCTION AND ARCHAEOLOGICAL RECOVERY COSTS RELATED TO THE PIONEER WAY CONSTRUCTION PROJECT.

Finance Director Doug Merriman stated Finance had completed its review of the 2012 expenditures and had determined a budget amendment was required to authorize increased appropriation authority for former Technology Fund #505 transferring the previous budget authority to the Equipment Replacement Fund #501, completing the consolidation of the two funds and amending the 2nd ¼% REET Fund #312 and the Arterial Streets Fund #104 for the accumulated 2012 costs of the construction and the remaining archaeological recovery effort from the Pioneer Way Construction Project. The transfer of $2,502,000 is intended to fund the remaining 2012 costs of the administrative, construction and archaeological recovery with the funds coming on a pro rata basis from those funds participating in the original project; which are Water Fund $92,000; Sewer Fund $165,000; Storm Drain Fund $95,000; REET I Fund $1,255,000; and REET II Fund $895,000.

The 2nd ¼% REET Fund is being amended in the amount of $550,000 to reflect the difference between the actual fund expenditures of $907,603 and existing budgeted expenditures of $357,603 (including Ending Fund balance.)

There were no public comments.

MOTION: Councilmember Campbell moved to adopt Ordinance No. 1650, an ordinance amending the 2011-2012 Biennial Budget. Councilmember Servatius seconded the motion and the motion carried.

ADJOURNMENT:
Councilmember Severns moved for adjournment and Councilmember Hizon seconded the motion and the motion carried.

_____

Nacelle J. Heuslein, CMC
Interim City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. _____
Date: January 2, 2013
Subject: North Booster Station and Transmission Main - Authorization to Solicit RFQs for Design

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 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.

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. 1470 § 2, 2006).

FISCAL IMPACT DESCRIPTION
Funds Required: $1000 for advertising in local and regional newspapers
Appropriation Source: Water Utility Funds

SUMMARY STATEMENT
The City of Oak Harbor water utility is in the process of upgrading the capacity and level of service of the water system. The improvements are intended to increase reliability of service to the customers, improve the level of water service, comply with standards for fire suppression flow, increase system capacity to serve future customers and provide new connection points to Navy facilities. The North

Reservoir is the central facility in this improvement program.

The improvement program began in January 2008 when a contract with the engineering firm of Gray & Osborne was established for site selection and preliminary design of a new water reservoir. A computer model of the existing water system was developed and calibrated as the primary tool for assessing the function of the existing water system and the improvements necessary to meet the current and future needs of the community.

Through analysis of existing water system facilities and evaluation of available locations, it was determined that the best available site for a new reservoir is a City property west of N Oak Harbor Street near Gun Club Road, the site of the North Reservoir. Along with the analysis for the North Reservoir, a series of follow-on capital water system improvements were developed to remedy existing deficiencies, increase the level of service, provide fire protection flows to Crescent Harbor Elementary School and serve anticipated growth of the community. The follow-on projects are: a booster pump station located with the North Reservoir, a pressure transmission main from the booster pump station through the NE Oak Harbor neighborhood to the Crescent Harbor Road-Regatta Drive intersection and to the Whidbey Avenue-Regatta Drive intersection, pressure transmission mains from the North Reservoir to SW Oak Harbor, and dedicated fill and outlet lines to and from the West Reservoirs.

The Oak Harbor water utility provides water supply to Naval Air Station Whidbey Island and its associated facilities. The Navy owns and operates its own water system to provide water service to these facilities. Currently there is a single supply connection point at the Naval Air Station where the City delivers water for all the local Navy facilities. Water supply to the Seaplane Base, Victory and Maylor Point housing areas is conveyed south from the Naval Air Station via a Navy transmission main along Goldie Street, Midway Boulevard and Whidbey Avenue. The Crescent Harbor housing area and Crescent Harbor Elementary School are supplied by a transmission main that branches from Goldie Street and runs through the NE Oak Harbor neighborhood to Crescent Harbor Road. The existing Navy transmission mains in Oak Harbor are aging asbestos cement pipe and are due for replacement. Replacing the Navy transmission lines between the Naval Air Station and the Seaplane Base and Crescent Harbor housing area is the first capital project listed in the current NAS Whidbey Island Water System Plan.

In 2009, Navy and City staff realized that both water systems needed new transmission mains to or through NE Oak Harbor. As there are substantial economic benefits available from development of a single solution that meets the needs of both systems, City and Navy staff have been working together to bring this about. The proposed project is a 16-inch diameter main extending from the Gun Club Road-N Oak Harbor Street intersection east to Goldie Street, then NE 16th Avenue, crossing SR 20 with one branch continuing to the Crescent Harbor-Regatta intersection and another extending along NE O'Leary Street to Whidbey Avenue and the Whidbey-Regatta intersection. Along with the main, two new supply connection points between the City and Navy systems are planned, one at the Crescent Harbor-Regatta intersection to serve the Crescent Harbor housing and Crescent Harbor Elementary School, and the other at the Whidbey-Regatta intersection to serve the Seaplane Base and Victory and Maylor Point housing areas. The proposed NE Transmission Main Project is a single pipeline system that will provide increased water pressure to the NE Oak Harbor neighborhood, increase fire flow to the east half of Oak Harbor, provide water supply and fire suppression flows to Crescent Harbor Elementary School and Crescent Harbor Housing, provide normal service to the Seaplane Base, Maylor Point and Victory housing.

Planning level cost estimates for the projects are $2.1 million for the booster pump station and $5.4 million for the transmission main(s). Funding sources for the projects are water system impact fees, utility rates, low interest loans from the Public Works Board and cost sharing with the Navy. The proposed structure of this joint project is the Oak Harbor water utility designing and building the new facilities with the Navy sharing in the capital costs. The options currently under consideration for cost sharing by the Navy are: 1) a one-time capital cost, 2) a recurring cost through the construction period, and 3) a water rate which incorporates the capital cost for the duration of this contract.

The proposed project schedule is ambitious, with the goal of construction completion in November 2014. Design services from a qualified engineering consultant firm will be necessary to provide construction plans and specifications for this project in a timely manner. The proposed timeline for hiring a consultant is as follows:

- January 3, 2013 - Issue Request for Qualifications (RFQ)
- February 7, 2013 - Deadline for Statement of Qualification (SOQ) submittals
- February 19, 20 & 21, 2013 - Consultant interviews
- February 22, 2013 - Consultant(s) selected
- March 5, 2013 - Council authorizes scope and fee negotiations with selected Consultant
- April 16, 2013 - Council approval of Consultant Contract Award

STANDING COMMITTEE REPORT

This issue was discussed at the December 6, 2012 Public Works Standing Committee meeting and at the Government Services Standing Committee on December 11, 2012.

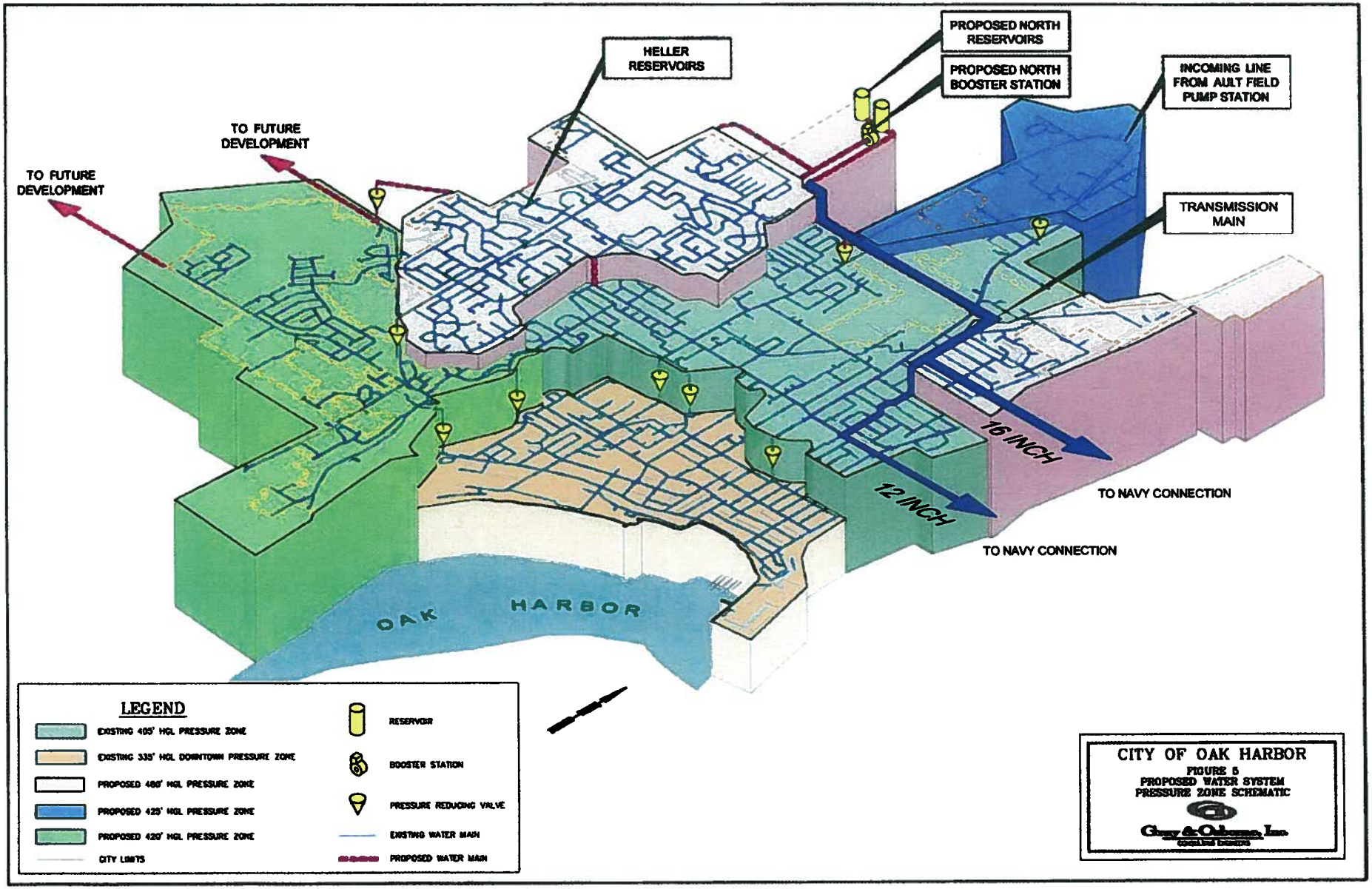
RECOMMENDED ACTION

A motion to authorize soliciting statements of qualifications from engineering firms for the design of a new booster pump station and water transmission main.

ATTACHMENTS

- Figure 5, Proposed Water System Pressure Zone Schematic
- Draft RFQ
- NAS Whidbey Island Seaplane Base Connection to COH Water System Project Report, September 2011 http://www.oakharbor.org/uploads/documents/1945navy_report.pdf

MAYOR'S COMMENTS


PROPOSED NORTH RESERVOIRS
PROPOSED NORTH BOOSTER STATION
HELLER RESERVOIRS
INCOMING LINE FROM AULT FIELD PUMP STATION
TO FUTURE DEVELOPMENT
TO FUTURE DEVELOPMENT
TRANSMISSION MAIN
16 INCH
12 INCH
TO NAVY CONNECTION
TO NAVY CONNECTION
OAK HARBOR
LEGEND
EXISTING 405' HGL PRESSURE ZONE
EXISTING 335' HGL DOWNTOWN PRESSURE ZONE
PROPOSED 480' HGL PRESSURE ZONE
PROPOSED 425' HGL PRESSURE ZONE
PROPOSED 420' HGL PRESSURE ZONE
CITY LIMITS
RESERVOIR
BOOSTER STATION
PRESSURE REDUCING VALVE
EXISTING WATER MAIN
PROPOSED WATER MAIN
CITY OF OAK HARBOR
FIGURE 5
PROPOSED WATER SYSTEM
PRESSURE ZONE SCHEMATIC
Gray & Osborne, Inc.

Request for Qualifications (RFQ)
ENGINEERING SERVICES

Soliciting Agency: City of Oak Harbor

Submittals Due By: February 7, 2013 (postmarks acceptable)

Submit to: City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, WA, 98277,
ATTN: Joe Stowell, P.E.

For More Information: Joe Stowell, P.E., City Engineer
360 279-4520 or jstowell@oakharbor.org

Introduction

The City of Oak Harbor Water Utility on Whidbey Island in Island County is seeking submittals from qualified engineering consulting firms to be considered for two upcoming projects; design, construction plans, specifications, estimates and construction engineering support for; 1) a municipal booster pump station and 2) a cross-city water transmission main. This Request for Qualifications (RFQ) is intended to develop a list of qualified firms capable of developing a design and construction documents for these two facilities.

Background

The Oak Harbor Water Utility is in the process of implementing several significant capital improvement projects. The improvements are intended to enhance reliability of service to the customers, improve the level of water service, comply with standards for fire suppression flow, increase system capacity to serve future customers and provide new connection points to the adjacent Navy water distribution system.

The improvement program began in 2008 with the development of a calibrated hydraulic model of the existing water system. The hydraulic model was used to determine the best available location for a new reservoir and the follow-on projects that would be necessary to serve the Community. The new reservoir, known as the North Reservoir, is located in the Northwest part of Oak Harbor near the west end of Gun Club Road. Design of the North Reservoir is complete, construction is scheduled for 2013.

The booster pump station and the pressure transmission main are intended to raise service pressure in NE Oak Harbor and provide fire suppression flows to Crescent Harbor Elementary school in the near term. Longer term plans include additional transmission mains linking the booster station to higher areas of western Oak Harbor.

The booster pump station is located at the North Reservoir site. The pump station will include at least three pumps, provisions for additional future pumps, an engine-generator set for back-up power supply, integration with the existing SCADA system, and will be designed for operator safety and ease of operation and maintenance.

The cross-town transmission main begins at the intersection of North Oak Harbor Street and Gun Club Road and will convey pressurized water from the booster pump station to the NE Oak Harbor neighborhood extending to the Crescent Harbor Road – Regatta Drive intersection and to the Whidbey Ave – Regatta Drive intersection. The transmission main project includes two new connections to serve the existing Navy water distribution system at the Regatta Drive intersections with Crescent Harbor Road and Whidbey Avenue.

The proposed project schedule is ambitious with the goal of construction completion in October 2014. Design services from a qualified engineering consultant firm will be necessary to provide construction plans and specifications for this project in a timely manner. The planning level project cost estimates for the projects are $2.1 million for the booster pump station and $5.4 million for the transmission main.

Project Schedule

The proposed schedule for the Oak Harbor booster pump station and transmission main is as follows:

- February 7, 2013 - Deadline for SOQ submittals
- February 2013 – Consultant interviews and selection
- March 5, 2013 – City Council authorizes scope and fee negotiations with selected consultant
- April 16, 2013 – City Council approval of consultant contract and award
- August 30, 2013 – 90% design
- September 2, 2013 – Permit applications (grading) and submittal to WSDOH
- October 31, 2013 – Permits in hand, WSDOH approval
- November 15, 2013 – 100% Plans, Specifications and Estimates
- December 3, 2013 – City Council authorization to solicit construction bids
- January 9, 2014 – Construction bid opening
- January 21, 2014 – City Council awards construction contract
- February 10, 2014 – Construction Notice to Proceed
- November 10, 2014 – Construction completed

Essential Qualifications

Each firm submitting qualifications must confirm in writing that it is able to meet the following essential abilities:

- Ability to assemble a team with demonstrated technical qualifications and in sufficient numbers to accomplish the projects as scoped and scheduled.

- Demonstrated recent (within the last five years) experience providing similar design services on projects of similar scale for public water utilities.

- Ability to provide design documents stamped by a professional engineer currently registered in the State of Washington.

- Expertise in the areas of: right-of-way determination, topographic mapping, pumping systems, pump station design, water main design, hydraulic analysis, water valves, SCADA systems, electrical design, WSDOH project report submittals.

Submittal Requirements

Submittals from interested firms must be submitted in a timely manner as detailed at the top of this RFQ and must at a minimum contain the following:

1. Letter of General Interest
2. Statement of Firm Qualifications and Expertise as they Pertain to the Projects Described
3. Company Hourly Rates by Position/Fee Schedule for 2012/2013
4. Statement of Expectations on the Need for Lodging, Per Diem and Travel Costs
5. Resumes of Key Personnel
6. Three References from Municipal Water Purveyors
7. Brief (no more than 1 page) Description of a completed Municipal Project showing Effective Time and Budget Management

There is 40 page limit for submittals. Three complete copies of all submittals are required. Submittals must be received by February 7, 2013.

Selection Process

A City-appointed team will review all submittals and develop a list of three qualified firms. The City will either select one or two qualified firms from the list or conduct interviews with all three firms in order to select the most qualified firm or firms. The City reserves the right to make its selection based on any of the submittal requirements listed above.

Non-Discrimination

All selected vendors must comply with the City of Oak Harbor's equal opportunity requirements. The City of Oak Harbor is committed to a program of equal employment opportunity regardless of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability. It is the City of Oak Harbor's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

Non-Collusion

Submittal and signature of a response to this RFQ swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham submittal, or to refrain from responding.

January 2, 2013

+Pending Items As of: December 27, 2012 This list is subject to change.

Council Absences: Mayor Pro Tempore Danny Paggao absent 1-15-13 & 2-5-13 Severns absent Feb 19, 2013

Targeted Meeting Date	Agenda Bills ARE DUE	Public Hearing Notice Date (if needed)	Consent Agenda	Subject	Department
				City Council Meeting January 2, 2013	
1/2/13	**Noon on 12/20/12**			**PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS**	
1/2/13	Noon on 12/20/12			Proclamation Whidbey Island Relay for Life Kickoff January 16, 2013	
1/2/13	**Noon on 12/20/12**			**CONSENT AGENDA**	
1/2/13	**Noon on 12/20/12**			**PUBLIC HEARINGS & ORDINANCES/RESOLUTIONS**	
1/2/13	**Noon on 12/20/12**			**OTHER BUSINESS**	
1/2/13	Noon on 12/20/12			Septic to Sewer Technical Memorandum	PW
1/2/13	Noon on 12/20/12			Comprehensive Water System Consultant Contract	PW

1/2/13	Noon on 12/20/12			North Booster Station and Transmission Main authorization to Solicit RFQ's for Design	PW
1/2/13	Noon on 12/20/12				PW
1/2/13	Noon on 12/20/12			Adoption of Department of Corrections Contract	Police
1/15/13	**Noon on 1/3/13**			**City Council Meeting January 15, 2013** **Mayor Pro Tempore Danny Paggao, absent**	
1/15/13	**Noon on 1/3/13**			**PRESENTATIONS OF OTHER NON-ACTION COUNCIL ITEMS**	
				Employee Recognition Douglas Merriman	
1/15/13	Noon on 1/3/13			A presentation by Cathy Lange from the Youth Commission	Admin
1/15/13	Noon on 1/3/13			Presentation by Cheryl Wyatt, Marketer for the Whidbey Island Tourism Association.	Admin
1/15/13	**Noon on 1/3/13**			**CONSENT AGENDA**	
				Appointment of two Planning Commission Members	
1/15/13	**Noon on 1/3/13**			**PUBLIC HEARINGS & ORDINANCES/RESOLUTIONS**	

1/15/13	Noon on 1/3/13			Public Hearing and adoption of Ordinance No. 1643 Impact Fee Deferral	DS
1/15/13	Noon on 1/3/13			Public Hearing Property Maintenance & Abatement Code Ordinance & adoption of Ordinance No. 1651	DS
1/15/13	Noon on 1/3/13			Adoption of Resolution 12-37 Solid Waste Standard (move ahead) KPG Engineering Program Planning Report	PW/Fin
1/15/13	Noon on 1/3/13			Adoption of Resolution 12-38 Solid Waste Standard (do not move ahead) KPG Engineering Program Planning Report	PW/Fin
1/15/13	**Noon on 1/3/13**			**OTHER BUSINESS**	
1/15/13	Noon on 1/3/13			Contract Amendment 4 for ERCI archaeology services related to the Archaeological Recovery Project	PW
1/15/13	Noon on 1/3/13			Wastewater Treatment Plant authorization to Solicit RFQ's for Design	PW
1/15/13	Noon on 1/3/13			Contract – Automated Pay Station for Staysail RV Park	
1/15/13	Noon on 1/3/13			Adoption of Department of Corrections Contract	Police
1/15/13	Noon on 1/3/13			Authorization to bid for Water Reservoir	PW
1/15/13	Noon on 1/3/13			Discussion of Marina Fees	Fin/ DS
1/15/13	Noon on 1/3/13			Art Purchase by Arts Commission – Spirit of the Islands	Fin/ Admin
1/15/13	Noon on 1/3/13			Funding for IDIPIC	
1/16/13	Event in Council Chambers Do Not Schedule Anything				
2/5/13				Annual Report from Police Community Advisory Board	Police
3/5/13				Chicken Ordinance by March 5th.....	

				Mayor Pro Tempore Paggao absent for 2-5-2013 Meeting	
				Employment Contracts for Recker	Admin
				Report on Cyber Security	Admin
				Develop a list of acronyms for the City's website	
				Binding Site Plan Code Amendment: No public hearing for this meeting, introduction only Consent Agenda Ordinance No. 1644	DS
				Council Resolution to authorize submittal of the Wastewater Facility Plan to the Department of Ecology	PW
				Reconcile Youth Commission Code Reference 2.250 & 2.240	
				Amend code to place fees in Resolution form	
				Agreement Renewal - Puget Sound Energy Franchise Agreement	PW Admin Legal
				Authorization to Advertise for Bids - Online Payment Services	Finance
				Council Rule Change – Public Forum – Free Speech	Legal
				Channel 10 Rules	Admin/Legal
				Banner Program Guidelines	PW/DS
				Legal Department Restructure	Legal
				Utilities Office, City Council Chambers, Law Department Remodels	Finance, DS

				Decision regarding selection of consultant for preliminary & final design of WWTP	PW

STANDING COMMITTEES and other meetings and activities

Date	Subject	Dept.
12/3/12	Marina Committee 7:00 p.m. City Hall	DS
12/6/12	PUBLIC WORKS STANDING COMMITTEE, 3:30 p.m., City Hall Council Chambers	Committee Members
12/10/12	ARTS COMMISSION, 7:00 p.m., City Hall Conference Room	Committee Members
12/11/12	GOVERNMENTAL SERVICES STANDING COMMITTEE, City Hall Council Chambers	Committee Members
12/12/12	FINANCE STANDING COMMITTEE, City Hall Council Chambers 3:30 p.m.	Committee Members
12/20/12	PUBLIC SAFETY STANDING COMMITTEE, 3:30 p.m., City Hall Council Chambers	Committee Members
Date TBD	CITY COUNCIL SPECIAL MEETING, Workshop on Recommendations from HDR - System Development Fees	PW and Finance
12/8/12	CITY COUNCIL RETREAT – Review Goals set at March Retreat	Council
12/10/12	City Council Meeting with Legislators - Lodging Tax	Admin
12/11/12	Planning Commission Meeting 7:00 p.m. Public Works	Dev Ser