City of Oak Harbor

City Council Meeting Agenda

For

March 6, 2012
6:00 p.m.

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

Welcome to the Oak Harbor City Council Meeting

*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

INVOCATION

ROLL CALL

MINUTES

NON-ACTION COUNCIL ITEMS:

1. Proclamation - 100 Years of Girl Scouting.
2. Proclamation - St. Patrick's Day.
3. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

4. Consent Agenda:
   Page 33
   a. Noise Permit - Oak Harbor Kiwanis Club, Easter Sunrise Service.
   Page 37
   b. Noise Permit - March of Dimes, Charity Walk for Babies.
   Page 41
   c. Noise Permit - Wounded Warrior Project, 5K Fun Run.
   Page 45
   d. Excused Absence Request - Jim Campbell from the April 3, 2012 Meeting.
   Page 47
   e. Appointment - Youth Services Advisory Board, Michael Baird.
   Page 51
   f. Authorization to Advertise for Bids - Janitorial Contract.
   Page 89
   g. Authorization to Advertise for Bids - Vending Contract.
   Page 115
   h. Authorization to Advertise for Bids - HVAC Maintenance Contracts.
   Page 143
   i. Approval of Accounts Payable Vouchers (Pay Bills).
   Page 157
5. Confirmation of New Fire Chief.
   Page 159
6. Contract – New Fire Chief.
   Page 167
7. Authorization to Advertise for Proposals - Solid Waste Transfer Station.
   Page 173
8. Contract – Equinox Research for Archaeology Recovery and Permitting.
   Page 189
9. Future City Council Pending Items.
10. City Administrator's Comments.
11. Council Members' Comments.
    - Standing Committee Reports
12. Mayor's Comments.

ADJOURN

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.

Action is eloquence. ~William Shakespeare

City Council Regular Meeting
Tuesday, February 21, 2012, 6:00 p.m.
City Hall – Council Chambers

CALL TO ORDER Mayor Dudley called the meeting to order at 6:00 p.m.

INVOCATION Pastor Ron Lawler, Family Bible Church

City Attorney Bill Hawkins talked about correspondence from the Freedom from Religion Foundation: We will not abandon the invocations, they are still acceptable, and the invocation can remain a non-sectarian prayer at the start of Council's meeting. The City will include as many different faiths and congregations as possible and will keep the invocation neutral. Legislative invocations can bring citizens of all backgrounds together but the invocation must remain inclusive rather than divisive. Pastor Lawler will be able to comply this evening. Council asked how those who give the invocation are chosen, and it was explained that Renée Recker, Executive Assistant to the Mayor, contacts all the churches in the community to broaden this opportunity; some church leaders are available, some are not.

ROLL CALL

Mayor Scott Dudley
Six Members of the Council,
- Rick Almberg
- Jim Campbell
- Tara Hizon
- Beth Munns
- Danny Paggao
- Bob Severns

Steve Powers, Interim City Administrator
Bill Hawkins, City Attorney
Doug Merriman, Finance Director
Cathy Rosen, Public Works Director
Eric Johnston, City Engineer
Rick Wallace, Chief of Police
Mark Soptich, Fire Chief
Renée Recker, Executive Assistant to the Mayor
Karen Crouch, Executive Assistant to the City Administrator

This evening's agenda was changed to include an executive session and, by consensus, it was approved as amended.

MINUTES

Councilmember Munns moved to approve the minutes of the 2/7/12 regular meeting. The motion was seconded by Councilmember Campbell and carried unanimously.

NON-ACTION COUNCIL ITEMS

Proclamation – Relay for Life of Whidbey Island

Councilmember Munns read this proclamation announcing June 1st and June 2nd, 2012 as Relay for Life Whidbey Island Days. This year's theme is the "magic of relay."

Public Comments
City Attorney Bill Hawkins made the recommendation that no comments or questions be taken regarding Council candidate qualifications in order to comply with public disclosure law. This recommendation addresses campaigning for or against a candidate or issue.

Mayor Dudley called for public comments.
Lydia Sykes, Former Owner of Whidbey Wild Birds on Pioneer Way. Ms. Sykes spoke as the habitat team leader for the Whidbey Island Wildlife Habitat Project which partners with the National Wildlife Federation, Whidbey Audubon Society, Whidbey Watershed Stewards, and the Friends of Freeland. This project began as an Oak Harbor project with Susan Horton, and also with Boy Scout Troop #144. Whidbey Island has received certification as a Community Wildlife Habitat and a large certification plaque was presented to Maribeth Crandell, the City's Environmental Educator, and a dedicated supporter of this project. Four of the City's parks have been certified. A more detailed press release is attached to these minutes as Exhibit A.
Shane Hoffmire, Oak Harbor. I wished the Council luck and asked that they not let us down. My expectations were low and Council has let us and the entire City down. It baffles me that you violated the open public meetings act without pause. Have you forgotten what you ran on? Executive session is for backroom cronyism. That isn't open government. What are you willing to do tonight to restore our trust? What happened to compromises and meeting in the middle? The choice of appointees - my simple request is, don't let us down any more. As disappointed as we are in you, I hope you are more exponentially disappointed in yourselves.
Mel Vance, PO Box 2882, Oak Harbor. The at-will positions, you've let some go for no reason. Please reconsider our Fire Chief, Mark Soptich. You won't find anyone more qualified than him. I hope he reapplies if you continue with your termination. Really examine that decision closely.

There were no other public comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS
Final Consideration and Appointment – City Council Position No. 5.
Interim City Administrator Steve Powers presented the agenda bill. The City received applications from ten (10) citizens interested in filling vacant City Council Position No. 5. The review of the candidates began on January 23, 2012. At the February 7, 2012 meeting, the City Council, through a process conducted in open session, narrowed the list of potential candidates to four. The four candidates on the shortlist were Mr. Richard W. Devlin, Mr. James C. Reynolds, Mr. Jeffery Wallin, and Mr. Joel Servatius.

Each of the candidates were notified by mail that they were a finalist and were given a handout describing the interview process:

- The City Council would interview each of the candidates in open session.
- After considering their qualifications, the Council would then select one of the candidates for appointment.
- Once the Council appointed the new member, he would be sworn in and would immediately take his seat as a Council member.

One of the agenda bill attachments included candidate questions from City Council members. The questions were intentionally included with the agenda bill in order to keep the selection process visible. Mr. Powers noted that Council could discuss these questions and approve revisions to the interview questions. A revision to question number one had been given to Council as a handout during this evening's meeting and the question became:

- Prior to the public release of the City Council agenda packet, what department heads did you meet with to become familiar with the functions of the City during this period of interest for the candidate position?

Mr. Powers noted that all candidates will be given the same questions and candidates' answers will be restricted to two minutes.

Council discussion followed about the appointment process steps, the similarity of two of the questions (numbers 6 and 9), the value of question number 7, the revision to question number 1, and further discussion about the questions listed below.

Task 7 in the appointment process:

After the Council members have finished their interview questions, each candidate may ask questions of Council members, if they wish.

Question 1, as amended:

Prior to the public release of the City Council agenda packet, what department heads did you meet with to become familiar with the functions of the City during this period of interest for the candidate position?

Question 4:

Are you committed to run for election for your set in two± years?

Question 6:

What experiences, attributes, or personality traits do you posses that makes you the best candidate for the present Council vacancy?

Question 7:

How does the above answer (question 6) complement the existing Oak Harbor City Council?

Question 8:

What question did we not ask that you thought would be asked?

Question 9:

What is it in your background that makes you believe you will be a good City Council member?

MOTION ONE: **Councilmember Campbell moved to remove task number 7 in the appointment process, the motion was seconded by Councilmember Almberg.**

VOTE ON MOTION ONE: **Councilmembers Almberg, Campbell, Hizon, Paggao, and Severns voted in favor of the motion. Councilmember Munns opposed. The motion carried.**

MOTION TWO: **Councilmember Campbell moved to eliminate question number 9. The motion was seconded by Councilmember Severns and carried unanimously.**

Councilmember Almberg noted that interview questions were not made available to the candidates and public in 2008 and that he had talked to staff about modifying question number 1.

MOTION THREE: **Councilmember Almberg moved to accept question number 1 as amended. The motion was seconded by Councilmember Campbell and carried unanimously.**

MOTION FOUR: **Councilmember Severns moved to remove question number 7. The motion was seconded by Councilmember Campbell.**

VOTE ON MOTION FOUR: **Councilmembers Almberg, Campbell, Hizon, Paggao, and Severns voted in favor of the motion. Councilmember Munns opposed. The motion carried.**

MOTION FIVE: **Councilmember Campbell moved to remove question number 8 which would then allow one question per Councilmember. Councilmember Paggao seconded the motion.**

Councilmember Severns felt that question number 1, even as amended, should be removed instead.

MOTION FIVE WAS RESCINDED

Councilmember Campbell rescinded his motion, and Councilmember Paggao rescinded his second to the motion.

MOTION SIX: **Councilmember Severns moved to remove question number 1, as amended. The motion was seconded by Councilmember Campbell.**

Councilmember Hizon was not concerned that one Councilmember would ask two questions; the more questions the better. Councilmember Almberg concurred and felt that question number 1 could be a yes or no question or not require a detailed answer.

Councilmember Paggao asked if each Councilmember could present his/her own questions, and Councilmember Munns saw value in question number 1 since it would demonstrate time taken to become more familiar with City Hall. Councilmember Munns did not object to seven questions.

VOTE ON MOTION SIX: **Councilmembers Campbell and Severns voted in favor of the motion. Councilmembers Almberg, Hizon, Munns, and Paggao opposed. The motion did not carry.**

MOTION SEVEN: **Councilmember Hizon moved to amend question number 4 to ask why the candidate did not run in the most recent election, and then use the existing sentence asking, are you committed to run for election for your seat in two± years. The motion was seconded by Councilmember Severns and carried unanimously.**

MOTION EIGHT: **Councilmember Campbell moved to accept the questions, as modified. The motion was seconded by Councilmember Almberg.**

Councilmember Severns asked about the public date for Council's packet. It was copied and loaded to the City's website on Thursday, February 16, 2011.

VOTE ON MOTION EIGHT: **The motion carried unanimously.**

Mayor Dudley asked Council if the questions could be asked, in turn and going down the line, beginning with Councilmember Severns. Council concurred with that order.

The questions, as amended, and renumbered:

Question 1 (Councilmember Severns)

Prior to the public release of the City Council agenda packet, what department heads did you meet with to become familiar with the functions of the City during this period of interest for the candidate position?

Question 2 (Councilmember Almberg)

Do you consider the City's reserve funds a source for balancing budget shortfalls or a source of funds to be used only for unexpected emergencies such as natural disasters and ruptured utility services?

Question 3 (Councilmember Paggao)

What information do you need to make a waste water plan site selection?

Question 4 (Councilmember Campbell)

Why did you not run in the most recent election, and are you committed to run for election for your seat in two± years?

Question 5 (Councilmember Munns)

Once you are selected as a Council member, a final decision has been made by the Council on something but it wasn't your "yea" vote. What is your responsibility then?

Question 6 (Councilmember Hizon)

What experiences, attributes, or personality traits do you posses that makes you the best candidate for the present Council vacancy?

Question 7 (Back to Councilmember Severns)

What question did we not ask that you thought would be asked?

Councilmember Campbell expressed concern that the candidates needed to be brought back to Council chambers and re-briefed about the process and changes. Councilmember Almberg felt the changes were minor.

MOTION NINE: **Councilmember Almberg made a motion to move the process along since the changes are minor, the motion was seconded by Councilmember Campbell and carried unanimously.**

Break

Mayor Dudley called for a break at 6:40 p.m. and the meeting reconvened at 6:45 p.m. Candidates had picked the random order for their interviews.

Richard Devlin

Number 1

I spoke with Mr. Johnston before the packet's release and others after the release of the packet.

Number 2

My experience with reserve funds - they should be held in reserve but that does not preclude using them for other devices or projects as needed.

Number 3

The information is coming rapidly, looking at past Council packets, but the timeline grows short. Need to determine what type of plant and where to site it.

Question 4

I did not run because the candidate pool was sufficient. Secondly, it is too early to make a statement about running for election in two years; I want to determine whether my productivity would continue to benefit the group.

Question 5

If I've had my say and made my vote and the decision goes another way, the team has made a decision and it is my responsibility to support it in any way I can.

Question 6

I have extensive experience and a background in public service, both in education and contributions to the community which would bring a total value add to this group.

Question 7

I did not anticipate any other questions due to the packet.

Jeffery Wallin

Number 1

I have had the pleasure of working with a number of different departments (the Parks Board, Planning Commission) through both my work and community service projects. I spoke with the former City Administrator, Council members, Steve Powers, and Mike McIntyre. Through my work with the Planning Commission and Parks Department, I have a very good understanding of how the City works and functions.

Number 2

During these tough economic times I believe we should be very careful with reserve funds. I believe we don't have monies to dump into the reserve to recoup it, if needed. I understand the need to use these funds for projects down the road, but only if we have a source for replenishment. If not in the budget, be careful about how we spend them.

Number 3

This is one of the most important decisions that Council will make. There needs to be a cost benefit analysis on each site, pros and cons on the design, environment, aesthetics, public factor, and then the long-term operating and maintenance costs.

Number 4

During the last election, I was comfortable with the candidates who did run and I did not feel a need to put my name in the hat then. In two years, I would absolutely run for re-election. It has been a goal of mine, I have much support, and I am comfortable with running.

Number 5

The process we have now is a majority vote among members. It is the responsibility of Council members to do whatever they can to support that vote and have the best outcome from a Council point of view. Each member has an adequate amount of time to voice their opinion and respond. The best decision is by the Council.

Number 6

I was born and raised here. I have been associated with the Planning Commission, Park Board, president of Rotary, and I'm invested in the community. My work has allowed me to work with municipalities throughout the northwest and mountain states (Washington, Oregon, Idaho). I have worked on federal construction projects, contracts worth $75 million, and all aspects of these large projects. I am familiar with federal and municipal public works projects. My experience with business and construction would provide a new perspective.

Number 7

I thought you might ask whether there are specific areas of interest, or if there are conflicts with being a contractor.

Joel Servatius
Number 1
I had spoken to Cathy Rosen, Steve Powers, Rick Wallace (a voicemail to Mark Soptich), Doug Merriman, Mike McIntyre, and Eric Johnston.
Number 2
Coming from a planning background as a financial advisor and thinking long-term, they should be held long-term and not used to balance a budget shortfall (as example) which would not be appropriate.
Number 3
As a numbers guy, it is not just acquiring the land and building the infrastructure. It is communicating with the parties involved and working with them to the best of our ability. Environmental impacts, rising tide tables over time; factor all of it in.
Number 4
With the process and positions, I have not liked the "politics of politics" and I have three young children under the age of five years old. I would run in two± years. I fell in love with Oak Harbor and have a responsibility for building the community.
Number 5
As a member of the organization, my responsibility is to support the decision. A dissenting minority can drag the whole organization down. I value opinions, but a group decision must move forward in a positive manner.
Number 6
I grew up on a farm in southern Idaho and I am the youngest of eight children. This taught me a hard work ethic. I became an entrepreneur, chose financial services, I am comfortable with numbers, and I have natural leadership skills, I am comfortable communicating with people. I have young children, but I can relate to both young and old. My grandmother is turning 106 years old.
Number 7
I thought you might ask about weaknesses.

James Reynolds
Number 1
I did not meet with any of the department heads.
Number 2
Make sure the budget is balanced. Use reserve funds only for emergencies, the City had to dip into reserves. Talk about travel and how it was agreed upon.
Number 3
It needs to include a survey, the ecology of the site, interference with commercial or residential areas; the cost is a huge undertaking and toward $100 million. This may require grant funds or an increase in tax. The community needs to know that the current plant is at the end of its life and the situation must be resolved very soon; by 2017.

Number 4
I was approached about running a year and a half ago, but I was at the end of my Navy career and had way too many things going on. Then, in this last election, I did not have the heart to put into a full campaign. I was approached again to consider this position and felt that now is my time. Running for a Council position is a very real possibility. It depends on how the people take it and how I do; you rarely know until you actually get into it and make a few mistakes. I absolutely would run in two ± years.
Number 5
I come from a fraternity where we don't always agree, but we do expect acceptance. My responsibility in this case is to support a decision. If my vote is nay, then I say my vote is nay or abstain from necessity.
Number 6
I came from a long career in the Navy where leadership was required at a very young age. I have educational training in organizational leadership and I am very involved in the community. I look forward to more community involvement.
Character traits: I bring the heat. In an organization with many personalities and agendas, it is a relationship. Take mozzarella cheese - when you melt it down it is much better than what you started with.
Number 7
I thought you might ask about personality traits and what would I would bring. I would describe myself as coffee - short, dark and robust.

Mayor Dudley thanked each candidate and congratulated them for making it this far in the process. Mayor Dudley also talked about the quality of the candidates - there is still space in the community to volunteer if you are not chosen and noted that both he and Councilmember Severns had been in this "hot seat."

Mayor Dudley turned to the Council to see how they wished to proceed. Councilmember Munns called for a round of applause for the candidates and Councilmember Hizon asked for a few minutes to process what Council had just heard. With this request, Interim City Administrator Powers cautioned Council not to speak to each other during their review.

Break
Mayor Dudley called for a break at 7:25 p.m. and the meeting reconvened at 7:30 p.m.

Returning to the appointment process, Mayor Dudley asked how Council wished to approach task number 9:

> When the interviews are concluded, the Council will continue discussion in the open meeting and make an appointment decision by majority vote. This process may begin with a simple motion, a second, and a vote, or it may involve additional discussion by the City Council.

MOTION TEN: **Councilmember Campbell made a motion stating that Joel Servatius was his number one candidate, and should be chosen as the final candidate. The motion was seconded by Councilmember Severns.**

Council Discussion

Councilmember Hizon envisioned having each Council member list his/her candidate choice and address all four candidates. Councilmember Paggao had graded the candidates and Mr. Servatius was his top choice. Councilmember Munns felt the choice was close and there were two candidates that rose to the top: Mr. Servatius and Mr. Wallin. Ms. Munns called for more discussion from Council members and their vision of one or the other candidates. Councilmember Campbell had Mr. Servatius and Mr. Wallin as his top choices, but Mr. Servatius rose to the top when he talked about the City of Oak Harbor, his family, and wanting to protect this City for his family. Councilmember Severns, speaking to his second of the motion, said he would be happy with any of these four candidates. I see this as one of the top three most difficult decisions I've had since I've been on this Council and appreciate this much interest from all of our candidates. Mr. Severns also had Mr. Wallin and Mr. Servatius as his top two choices. Councilmember Severns spoke about difficult business choices in his 40-year career and felt the difference in the two candidates was with funding, and everything else in their responses was very close. Councilmember Almberg preferred an up and down vote for each candidate. I would support the top two, and take another hack at it. Councilmember Campbell asked, if, the existing motion fails, then the candidate choice would be brought down to two, discussed, and then move toward an up and down vote.

FRIENDLY MOTION: **Councilmember Almberg made a friendly motion to take Mr. Servatius and Mr. Wallin as the top two candidates and then consider each candidate. There was no second to this motion; the motion failed.**

Mayor Dudley addressed the motion on the floor and, if the motion failed, how to return to candidate selection. With Councilmember Munns' question, City Attorney Hawkins noted that two candidates could then be introduced. Councilmember Hizon agreed with Mr. Hawkins and did not want to move toward nomination of one person.

VOTE ON MOTION TEN: **Councilmembers Campbell, Paggao, and Severns voted in favor of the motion. Councilmembers Almberg, Hizon, and Munns opposed the motion resulting in a three-to-three tie.**

Mayor Dudley, to break the tie, voted with the opposing vote. Motion ten failed.

MOTION
ELEVEN: **Councilmember Almberg moved to consider Joel Servatius and Jeffery Wallin as the final two candidates and vote for a final candidate from these two choices. Councilmember Hizon seconded the motion.**

Council Discussion
Councilmember Almberg felt that both candidates are very good candidates. Mr. Wallin has past experience working in the City and the City faces some major public works issues. His experience is unique between the two candidates and his academic background brings tremendous experience. He has managed budgets for himself and public projects. My endorsement is for Jeffery Wallin and is not a criticism of Joel Servatius. Councilmember Hizon agreed with Councilmember Almberg's sentiment toward Mr. Wallin noting the incredible depth of each of these candidates. For Ms. Hizon, Mr. Wallin rose to the top; his work and associations bring a phenomenal understanding of City government. He is a team player and he demonstrates huge community involvement

VOTE ON MOTION
ELEVEN: **The motion carried unanimously.**

MOTION
TWELVE: **Councilmember Almberg moved for an across the board vote from each Council member.**

Council Discussion
In response to Councilmember Hizon, Mr. Almberg suggested that both names be listed with a vote on each name and the majority vote is the selected candidate. Mayor Dudley clarified that when called upon, each Councilmember would select their candidate and Mr. Almberg concurred.

Councilmember Hizon seconded the motion.

VOTE ON MOTION
TWELVE: **The motion carried unanimously.**

Councilmember Munns asked, with the close qualifications of the two candidates, to have Council members talk again about what had impressed them with each candidate.

MOTION
THIRTEEN: **Councilmember Munns moved, prior to the final vote, to have Council give one more pro or con for each of the two candidates. Councilmember Hizon seconded the motion. The motion carried unanimously.**

Councilmember Severns: I was very close on both of these candidates. I rated education, volunteer service, résumés, board or officer positions in volunteer service, and business experience. I recognized Mr. Wallin's experience in contracting and budgeting. Questions and answers were about even. I understand Mr. Wallin's area of public service but believe that Mr. Servatius might be a little ahead of Mr. Wallin when it came to his feel for family, kids, and I also know that he has spent time with the Chamber of Commerce and community. In a numbered rating, Mr. Servatius had 63 and Mr. Wallin had 61. My choice is still Mr. Servatius.

Councilmember Almberg: Both candidates have very similar traits. Mr. Wallin has a young family, too. The tipping point for me was, that with the next four years, we will have major capital facility decisions to make. Mr. Wallin brings experience in public works, private, and publicly-funded projects; the language of that industry has a ripple effect. Mr. Wallin has more experience toward the challenges we have during the next four years. Mr. Servatius does not have public contracting experience. I would be very pleased to serve with Mr. Servatius, though.

Councilmember Paggao: I am sure that both candidates would serve the City well. As with John F. Kennedy's speech, ask not what the country can do for you, ask what you can do for the country. You (the candidates) are being asked the same. Both candidates would be very good because of their vast experience. My tally on a 1 to 10 scale nets only a 1 point difference. Mr. Servatius would serve the City well and Mr. Wallin has deep experience.

Councilmember Campbell: I look at the Council similarly to the way I would look at the board of directors in a company. I would expect the candidate to understand the process of business to get the job done. I think Mr. Servatius would be a better board of director member. I would hire Mr. Wallin to do the work; I would call Mr. Servatius to manage the work.

Councilmember Munns: They are both so close - education, community involvement, their values and investment in the City. Mr. Wallin has an edge due to circumstance. Mr. Servatius loves Oak Harbor. Both have young children and they both would be good stewards. All four candidates offered a lot.

Councilmember Hizon: I too would be delighted to serve with any of the four candidates. Mr. Devlin, you devoted your life to this community; you were my high school principal. Mr. Reynolds, I thank you for your decisions. Both of the two remaining candidates - I cannot come up with cons for Mr. Servatius, but the two things that put Mr. Wallin over the edge for me were his understanding of government and years of volunteer work. He has dedicated himself to this community and has asked nothing in return. Mr. Wallin's public service rises to the top.

MOTION FOURTEEN: **Councilmember Almberg moved to call each candidate's name and vote from the dais. Councilmember Severns seconded the motion and the motion carried.**

Councilmember Hizon: **Jeffery Wallin**
Councilmember Munns initially passed on naming a candidate.
Councilmember Campbell: **Joel Servatius**
Councilmember Paggao: **Joel Servatius**
Councilmember Almberg: **Jeffery Wallin**
Councilmember Severns **Joel Servatius**
Councilmember Munns: **Joel Servatius**

With four votes for Mr. Servatius and two votes for Mr. Wallin, Mayor Dudley called for a motion stating Council's candidate selection.

MOTION FIFTEEN: **Councilmember Munns moved to select Joel Servatius to fill Council Position No. 5. The motion was seconded by Councilmember Campbell.**

VOTE ON MOTION FIFTEEN: **Councilmembers Almberg, Campbell, Munns, Paggao, and Severns voted in favor of the motion. Councilmember Hizon opposed. The motion carried.**

The City Clerk administered the Oath of Office to Mr. Servatius and he took his Council seat at the dais.

Consent Agenda

A. Appointment – Youth Services Advisory Board, Lynn Goebel
B. Contract Position, Part-Time – Civil Service Board Secretary
C. Resolution – Adopt the Medical Expenses Reimbursement Program (MERP) for Fire Fighters
D. Noise Permit – Oak Harbor High School
E. Noise Permit – Irish Wildlife Society
F. Approval of Accounts Payable Vouchers

MOTION: **Councilmember Munns asked to pull item B for discussion, the motion was seconded by Councilmember Almberg and carried unanimously.**

MOTION: **Councilmember Almberg moved to approve Consent Agenda items A, C, D, E, and F with item F paying Accounts Payable check numbers 149032 - 149197 in the amount of $750,322.24 and Payroll Check numbers 95336 - 95347 in the amount of $578,728.82. The motion was seconded by Councilmember Campbell and carried unanimously.**

Consent Agenda Item B - Contract Position, Part-Time – Civil Service Board Secretary
Councilmember Munns asked about the 3% increase currently paid to the Legal Administrative Assistant and if that is split between the Police Department and Fire Department. Mr. Merriman noted that this is a salary differential right now and part of Legal Department's budget. $4,600.32 would be the annual contract cost for an independent contractor . Human Resources Director Jessica Neill Hoyson noted that this independent position would function under the authority of the Civil Service Commission and the City would be paying taxes and L and I, but not City benefits for this contractor. Both the Police Department and Fire Department support the percentage split since the Civil Service Commission addresses their departments. Discussion followed about staffing alternatives noting that the Legal Administrative Assistant is over-taxed. The contractor must live within the City limits, but if that is not found, then a re-evaluation of how this position is staffed would occur. This will also provide the City an opportunity to search the City's labor pool. The split between Police and Fire is not a budgetary burden.

MOTION: **Councilmember Munns moved to approve the addition of a .1 FTE Contract Employee Civil Service Secretary/Chief Examiner position. The motion was seconded by Councilmember Severns and carried unanimously.**

Standing Committee Discussion – Location, Times, Restructure
Interim City Administrator Powers presented this agenda bill relating to possible revisions in the standing committees scheduled meetings along with cost information associated with videotaping these meetings. The costs associated with videotaping four standing committee meetings a month will vary depending on factors such as location and length of meeting. At the low end of the range the costs could be approximately $540.00 per month ($6,480.00 annually). This figure assumes all meetings are held at City Hall and a minimum of preparation time. If off-site meetings are still conducted for the Public Works and Public Safety meetings, the costs could be approximately $810.00 per month ($9,720.00 annually). Please note that these estimates allow for a total of three hours preparation and taping time per meeting if the meetings are conducted at City Hall and a total of six hours per meeting for off-site meetings. A copy of a recent invoice from Riney Production Services is attached for the Council's information. This invoice details the costs associated with one taping at City Hall (Governmental Services meeting) and with one taping off-site (Public Works meeting). An additional $300 for supplies and $500 for equipment should be included for budgeting purposes. This brings the total estimated costs to be between $7,280.00 and $10,520.00. The estimated costs for taping would be higher if they were held in the evenings if non-salaried staff participated in the meeting or the taping of the meeting. Funding could come from a combination of the general and utility funds, depending on the meeting. This activity is presently not budgeted. (Note: The recent taping of the standing committee meetings has been charged to the Mayor's budget for taping.)

The three basic alternatives are:

1. Dissolution of standing committees and creation of a workshop
2. Consolidation of four standing committees into two committees
3. Keep the four standing committees but reschedule them

Mr. Powers reviewed the present committee days, times and locations:

Committee	Day	Time	Location
Public Works	First Thursday of the month	7:00 a.m.	Public Works
Governmental Services	Second Tuesday of the month	8:00 a.m.	City Hall
Finance	Second Wednesday of the month	3:30 p.m.	City Hall
Public Safety	Third Thursday of the month	7:00 a.m.	Fire Station

The meeting days, times and locations of the meetings were established by the and codified in OHMC 1.04.015(2). Any change to the meeting days, times and locations will require that the Municipal Code be amended.

This topic was discussed at each of the standing committee meetings since the January 3, 2012 City Council meeting. Their discussions can be summarized as follows:

- Each of the committees seemed to favor keeping the present committee structure, in lieu of returning to a general workshop format or to consolidating the four committee meetings into two.
- There was willingness to consider different meeting times and to centralizing the meetings at City Hall if that would help increase citizen participation.
- It was acknowledged that there would be no "perfect" time for the meetings.
- City Council members were gracious in wanting to consider staff needs in this matter. Staff assured the Council that we would be able to staff the meetings regardless of location and time. Staff emphasized that it is more important to make the meetings convenient for the Council and the public. Our primary objective is to maintain the meetings as they are an excellent way for staff to share information with the City Council.
- There seemed to be general agreement that additional night meetings are not desired.

Mayor Dudley called for public comments.

Mel Vance, P.O. Box 2882, Oak Harbor. 7:00 a.m. is a terrible time for standing committees as far as public attendance. I've watched the video; the quality leaves a lot to be desired. Having the meetings in one location would help standardize them. It is important to get them videotaped. Cut back on Council travel, especially out of state, that is not necessary.
Robyn Kolaitis, 2141 SW Dillard Lane, Oak Harbor. 7:00 a.m. is difficult and constitutes baby sitter abuse. Other than that, anything you do is an improvement over what has been done over the last few years. This is a prime opportunity to educate the community.

There were no other public comments.

Council Discussion
Discussion followed about the difficulty with 7:00 a.m., or then keeping the 7:00 a.m. schedule; use of mobile video or moving the meetings to City Hall; scheduling the meetings at a later morning time being 10:00 a.m., or mid-afternoon at 3:30 p.m., or the end of the work day; asking Comcast to measure the viewer pool toward a six month evaluation and measurables; remaining good stewards of taxpayer dollars; the irrelevancy of time and location if the meetings are videotaped for the public, the use of streaming video online; and spending money without a budget discussion. Discussion continued that the reason this is being suggested is the taxpayers have wanted this and have expressed concern that they do not know what the City is doing, continue videotaping, standardize the meetings at one location, and that evening meetings are not cost-effective. A trial period was suggested for meetings at noon to see if this would generate more public involvement, how to best use staff time and communication from staff to committees, and that in most cases, it is department heads who are presenting to committees. Returning to the suggestion for a trial period, Mr. Powers noted that any change will require an ordinance and amendment to the Municipal Code and a several month period would not be suggested. To change April standing committee structure will require an agenda bill for Council's March 20, 2012 meeting.

Discussion returned to where the money would come from and if it would be sustainable, and that this is spending right now with an uncharted course. Mr. Merriman noted that videotaping can come from the Mayor's and Council's budget, that $10,000 is one tenth of one percent of the whole budget, and there should be room in the budget if funds are pulled from the general fund. The $10,000 could be sustained but it should be a Council priority. Discussion followed about the advantage of tapping staff within their own locations which would be difficult if the meetings are centralized at City Hall (two of the committees already meet at City Hall). Taping costs, both remote and in-house were further discussed.

Mayor Dudley suggested addressing the location first.

MOTION: **Councilmember Munns made a motion to move the standing committee meetings to City Hall. The motion was seconded by Councilmember Campbell.**

Council Discussion

Discussion continued regarding why the location and time would be important since the meetings will be videotaped, the impact on the budget in light of other recent budget impacts, and a desire to vote on videotaping first. Discussion followed about centralizing the meetings, a return to whether questions and a decision should first fall to videotaping and costs, the disruption to staff work schedules, the use of the workday for these meetings to keep costs down, and a concern for a declining revenue stream.

Mr. Powers noted that part of our job is to manage staff within the committees' structure and that department heads and other managers will make the decision as to who is involved and when they will be involved. Mr. Powers appreciated Council's concern noting we will do the best job possible to manage staff resources.

VOTE ON THE MOTION: **Councilmembers Campbell, Hizon, Munns, Paggao, Servatius, and Severns voted in favor of the motion. Councilmember Almberg opposed. The motion carried.**

Mayor Dudley suggested addressing times for standing committee meetings.

Council Discussion

Discussion followed about the 7:00 a.m. meetings which can be difficult with some Council preference for the early start, noon as a more flexible time for everyone, how to accommodate Public Works staff with a response again from Mr. Powers that staff issues can be managed, the irrelevancy of time if the meetings are videotaped, use of the Finance Committee's 3:30 p.m. time slot, that community members attending a recent Finance committee meeting did not have a time preference, and the need to find a standardized time for all standing committee meetings.

MOTION: **Councilmember Munns moved to standardize all standing committee times to 3:30 p.m. The motion was seconded by Councilmember Paggao.**

Continued Council Discussion

Discussion continued about overtime for some Public Works staff and the minimization of overtime by having salaried employees brief the committees, flexing staff time if necessary, and return to discussion of 7:00 a.m., noon, and 3:30 p.m. as time choices.

VOTE ON THE MOTION: **Councilmembers Almberg, Hizon, Munns, and Paggao voted in favor of the motion. Councilmembers Campbell, Servatius, and Severns opposed. The motion carried.**

Mayor Dudley then asked Council about choice of days.

MOTION: **Councilmember Campbell moved to keep the current days in place for the standing committees. The motion was seconded by Councilmember Severns and carried unanimously.**

Approval of 2% Grant Awards

Finance Director Doug Merriman presented this agenda bill and grant program funding recommendations from the 2% Lodging Tax Advisory Committee:

Oak Harbor Arts Commission - Driftwood Day	$2,500
North Whidbey Car Show	$3,000
Whidbey Island Marathon	$5,000
Chamber of Commerce Branding and Marketing	$5,500
	$16,000 total

MOTION: **Councilmember Severns moved to pass the resolution awarding the 2012 Lodging Tax Grants and authorize payment of funds. The motion was seconded by Councilmember Munns.**

Council Discussion

Councilmember Servatius is a current board member for the Chamber of Commerce and asked if he should recuse from this discussion and vote. City Attorney Hawkins felt it would be advisable if presented as a whole package for approval, or the awards could be broken down and Mr. Servatius could recuse on one of the four grant awards. Discussion continued among Council regarding the lodging tax and additional 2% as projected for 2012 with Mr. Merriman noting that this is a consumer-driven revenue source and may receive $88,000 but he will budget for $84,000. Adjustments could be made in the banner program, Windjammer, and adjustments with department heads.

Councilmember Campbell asked that the discussion return to Councilmember Servatius' recusal. Mr. Servatius chose to recuse.

VOTE ON THE MOTION: **The motion carried with six Councilmembers voting in favor of the motion, and Councilmember Servatius recusing from the vote.**

Trailhead Park Naming
Public Works Director Cathy Rosen presented this agenda bill for naming of the trailhead project located at the entrance to the Waterfront/Freund Marsh Trail on Scenic Heights Street with staff seeking to officially name it Scenic Heights Trailhead. This name was supported by the Park Board.

Mayor Dudley called for public comments.

Shane Hoffmire, Oak Harbor. Be smart about picking a local name. Who decided that City Beach Park should be changed to Windjammer Park. Consider a motion some day to change it back to City Beach Park. For the trailhead project, Scenic Heights Trailhead is a pretty good name.

There were no other comments.

MOTION: Councilmember Munns moved to accept the Park Board's selection of Scenic Heights Trailhead as the name for the trailhead park based on Park Naming Resolution 98-06. The motion was seconded by Councilmember Almberg and carried unanimously.

Contract Award – Safe Routes to School
City Engineer Eric Johnston presented this agenda bill recommending a contract award for construction of the Safe Routes to School Project to Scimitar Construction in the amount of $335,000.

Mayor Dudley called for public comments.

Shane Hoffmire, Oak Harbor. I commend the Council for not putting money ahead of the safety of our children. Thank you; this is a big step in the right direction. Thank you on behalf of my family.

Council Discussion
Discussion followed about the $8,000 listed as a miscellaneous expenditure (could become a budget amendment), that the $49,925 from traffic impact funds is not part of the grant funding ($310,925), and that there is funding for this project without affecting other City projects. Scimitar Construction received a strong recommendation from the City of Anacortes.

MOTION: **Councilmember Almberg moved to authorize the Mayor to sign a contract with Scimitar Construction in the amount of $335,000 plus all applicable taxes and authorize the City Engineer to administratively approve changes to the construction contract totaling not more than $17,000. The motion was seconded by Councilmember Campbell.**

Council Discussion
Discussion followed about the bid price and inclusion of taxes (Mr. Johnston noted that street projects are not subject to sales tax), and use of traffic impact funds for projects listed in the Capital Facilities Plan which is different than direct mitigation and not specific to an individual development.

VOTE ON THE MOTION: **The motion carried unanimously.**

Future City Council Pending Items
Mayor Dudley noted this inclusion in the packet.

City Administrator Comments
Mr. Powers talked about the Auditor's exit conference on February 22, 2012, 10:00 a.m. City Hall Council Chambers.

Councilmembers' Comments
Councilmembers gave their standing committee and board reports, Councilmember Hizon will be performing in Whidbey Playhouse's "I Wish Upon a Star" along with Mara Powers too, and Councilmember Servatius said he was thrilled to now be a part of the Council.

Mayor's Comments
Mayor Dudley thanked everyone who had applied for City Council Position No. 5.

Executive Session – Real Estate Site Selection or Acquisition
Pursuant to RCW 42.30.(110)(1)(b):

> The City Council will hold an executive session to consider the selection of a site or the acquisition of real estate by lease or purchase since public knowledge regarding such consideration would cause a likelihood of increased price.

Mayor Dudley called for the executive session at 10:05 p.m. for 15 minutes to listen to a presentation by staff. Any action would only occur in open session.

Mayor Dudley reconvened the open Council meeting at 10:25 p.m.

MOTION: **Councilmember Severns moved to authorize the Mayor to investigate the acquisition of certain properties. The motion was seconded by Councilmember Munns and carried unanimously.**

ADJOURN

With no further business coming before the Council, Mayor Dudley adjourned the meeting at 10:30 p.m.

_____

Connie T. Wheeler
City Clerk

Whidbey Island Wildlife Habitat Project

Join the endeavor to preserve, restore and enhance Whidbey Island's diverse wildlife habitat

PRESS RELEASE

Whidbey Island, WA has just been certified by the National Wildlife Federation as the 57th Community Wildlife Habitat in the nation, and the 14th community in the state of Washington to receive this honor.

The Whidbey Island Community Wildlife Habitat team, led by Lydia Sikes, is partnered with Whidbey Audubon Society, Whidbey Watershed Stewards, and Friends of Freeland. The project began as an Oak Harbor project with Susan Horton, former Island County Noxious Weeds Program Coordinator and Boy Scout Troup #144. Lydia, former owner of Whidbey Wild Bird, then took over the helm and expanded the project island-wide.

In all, 292 homes, 5 schools, 5 farms, 4 businesses, 4 parks and 1 place of worship are certified. The project's continuing goal is to reach 500 individual certifications.

Many of the current backyard certifications came from NWF's partnership with the Washington Department of Fish and Wildlife's Backyard Sanctuary Program spearheaded by Russell Link, local resident and author. Another dedicated supporter of this project is Maribeth Crandell, City of Oak Harbor's Environmental Educator.

The Community Wildlife Habitat program encourages communities to provide habitat for wildlife in individual backyards, on school grounds and areas such as parks, community gardens, places of worship, and businesses. Citizens, both residential and corporate, make it a priority to provide habitat for wildlife and commit to sustainable gardening practices such as reducing or eliminating chemical fertilizers and pesticides, conserving water, composting, planting native plants and removing invasive ones. Whidbey Island is one of those communities.

The community is invited to the island-wide Backyard Habitat Fair on June 2, 2012 at Freeland Park & Hall to celebrate Whidbey Island's Community Certification.

For more information on the Whidbey Island Wildlife Habitat Project and Fair:

http://whidbeywildlifehabitat.com
Email: whidbeywildlife@whidbey.net
or contact Lydia Sikes: 360-632-3406

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

100 YEARS OF GIRL SCOUTING
MARCH 12, 2012

WHEREAS, March 12, 2012 marks the 100th Anniversary of the Girl Scouts of the United States of America, which began when Juliette "Daisy" Gordon Low gathered 18 girls to provide them the opportunity to develop physically, mentally and spiritually; and

WHEREAS, today, 3.3 million girls and adult volunteers are active in Girl Scouting, with more than 50 million Girl Scout alumnae; and

WHEREAS, 175 girls from Oak Harbor and 94 dedicated adult volunteers are proud to be part of the Girl Scout tradition in our community; and

WHEREAS, as part of the 100th Anniversary celebration, 100 Oak Harbor girls and adults are pledging to live *Forever Green* by participating in monthly challenges to explore their impact on the environment and learning ways to lessen their footprint; and

WHEREAS, the award winning local Girl Scouts have been recognized for their achievements in service with projects that provided baby items for the Pregnancy Care Center; craft kits for the Children's Hospital; a book cart for Whidbey General Hospital; along with reforestation to help local wildlife; and the beautification of Oak Harbor by cleaning miles of beaches and parks; and

WHEREAS, we appreciate the efforts of our local Girl Scouts and thank them for all that they have done, and continue to do, to make our community a better place to live.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby congratulate the Girl Scouts of the United States of America for their 100 years and applaud the Girls Scouts of Oak Harbor for their courage, confidence and character to act to make our community, and the world, a better place.

Signed this 6th day of March, 2012

Scott Dudley, Mayor

City of Oak Harbor

OFFICE OF THE MAYOR
SCOTT DUDLEY
MAYOR

PROCLAMATION IN RECOGNITION OF

ST. PATRICK'S DAY

MARCH 17, 2012

WHEREAS, By 1776 nearly 300,000 natives of Ireland had immigrated to the United States; and

WHEREAS, in 1858 Irish immigrants arrived in Oak Harbor, Washington; and

WHEREAS, at least eight signers of the Declaration of Independence were of Irish ancestry; and

WHEREAS, the Irish and their descendants have helped to enrich the quality of life in the United States and have served with distinction in all areas of American society; and

WHEREAS, St. Patrick's Day parades and celebrations have taken place in Oak Harbor for 39 years.

NOW, THEREFORE, WE, Scott Dudley, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **March 17th, 2012** as **St. Patrick's Day**.

Signed this 17th day of March, 2012

Scott Dudley, Mayor

City of Oak Harbor
City Council Agenda Bill

Bill No. 3

Date: MARCH 6, 2012

Subject: **PUBLIC COMMENTS**

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

PSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney

SUMMARY STATEMENT

City Council will accept public comments for items not otherwise on the agenda for the first 15 minutes of the Council meeting. You may also speak to any of the consent agenda items.

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. N/A HA
Date: March 6, 2012
Subject: Noise Permit – Kiwanis Club

FROM: Steve Powers, Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from the Oak Harbor Kiwanis Club for amplified sound associated with a Community Easter Sunrise Service event.

AUTHORIZATION:

Oak Harbor Municipal Code (OHMC) 5.50.040(3)(g) provisions relating to Special Events requires compliance with noise ordinance regulations and laws. OHMC 6.56.030(2)(a) requires Council approval for a noise permit for sound amplification. As this event will include amplified sound, Council approval is required.

The City Council may grant a Noise Permit to deviate from the provisions of OHMC 6.56.030 if it is determined the activity and associated noise: 1) is not undertaken in disregard of the rights of others, or 2) is temporary, or 3) the activity creating the noise constitutes a program of a temporary nature for the benefit of the entire municipality or for the benefit of a charitable purpose.

SUMMARY STATEMENT:

The Oak Harbor Kiwanis Club has submitted a Noise Permit request for amplified sound associated with the Community Easter Sunrise Service event scheduled for April 8, 2012. The request states a microphone and speaker will be connected to an amplifier for use during the service.

The Application was reviewed by Fire, Police, and Public Works Departments. A condition of approval for the permit will be to face the speakers away from the campground area.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to the Oak Harbor Kiwanis Club for the Community Easter Sunrise Service.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization:	Oak Harbor Kiwanis Club
Location of Event:	Near the Windmill at Windjammer Park – north side of the lagoon
Date of Event:	April 8, 2012
Hours of Operation:	6:30 a.m. to 7:45 a.m.
Permitted Noise:	Amplifier for one speaker and one microphone
Approval Conditions:	Face speakers away from the campground
Date of City Council Approval:	

Issued this day of March, 2012

_____

Karen Crouch, Special Events Coordinator

This Noise Permit is limited to the date and time specified.

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. NA 48
Date: March 6, 2012
Subject: Noise Permit – March of Dimes

FROM: Steve Powers, Interim City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from the March of Dimes for amplified sound associated with a March of Dimes Charity Walk for Babies.

AUTHORIZATION:

Oak Harbor Municipal Code (OHMC) 5.50.040(3)(g) provisions relating to Special Events requires compliance with noise ordinance regulations and laws. OHMC 6.56.030(2)(a) requires Council approval for a noise permit for sound amplification. As this event will include amplified sound, Council approval is required.

The City Council may grant a Noise Permit to deviate from the provisions of OHMC 6.56.030 if it is determined the activity and associated noise: 1) is not undertaken in disregard of the rights of others, or 2) is temporary, or 3) the activity creating the noise constitutes a program of a temporary nature for the benefit of the entire municipality or for the benefit of a charitable purpose.

SUMMARY STATEMENT:

The March of Dimes has submitted a Noise Permit request for amplified sound associated with a March of Dimes Charity Walk for Babies scheduled for March 31, 2012 between the hours of 8:00 a.m. – 3:00 p.m. at Windjammer Park. The amplified sound will consist of a PA system and speakers for announcements.

The Application was reviewed by Fire, Police, and Public Works Departments. A condition of approval for the permit will be to face the speakers away from the campground area.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to March of Dimes.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Organization:	March of Dimes
Location of Event:	Windjammer Park – Gazebo, Kitchen C and surrounding area.
Date of Event:	March 31, 2012
Hours of Operation:	8:00 a.m. to 3:00 p.m.
Permitted Noise:	PA system and speakers for announcements
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of March, 2012.

_____

Karen Crouch, Special Events Coordinator

This Noise Permit is limited to the date and time specified.

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Agenda Bill No. NA 4c
Date: March 6, 2012
Subject: Noise Permit – Joan Jennings – Spartyka Wounded Warrior 5K

FROM: Steve Powers, Interim City Administrator RSP

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to forward to City Council for review and approval a Noise Permit request received from Joan Jennings for amplified sound associated with a 5K Fun Run event to benefit the Wounded Warrior Project.

AUTHORIZATION:

Oak Harbor Municipal Code (OHMC) 5.50.040(3)(g) provisions relating to Special Events requires compliance with noise ordinance regulations and laws. OHMC 6.56.030(2)(a) requires Council approval for a noise permit for sound amplification. As this event will include amplified sound, Council approval is required.

The City Council may grant a Noise Permit to deviate from the provisions of OHMC 6.56.030 if it is determined the activity and associated noise: 1) is not undertaken in disregard of the rights of others, or 2) is temporary, or 3) the activity creating the noise constitutes a program of a temporary nature for the benefit of the entire municipality or for the benefit of a charitable purpose.

SUMMARY STATEMENT:

Joan Jennings has submitted a Noise Permit request for amplified sound associated with a Spartyka Wounded Warrior 5K event scheduled for March 24, 2012. The goal of the 5K is to raise funds and show support for the Wounded Warrior Project. The mission of the Wounded Warrior Project is to honor and empower wounded warriors by raising awareness and enlisting the public's aid for the needs of severely injured service men and women, to help severely injured service members aid and assist each other and to provide unique, direct programs and services to meet the needs of severely injured service members. The amplified sound will consist of a sound system for announcements and possibly music.

The Application was reviewed by Fire, Police, and Public Works Departments. A condition of approval for the permit will be to face the speakers away from the campground area.

STANDING COMMITTEE REVIEW:

Not required.

RECOMMENDED ACTION:

Grant a noise permit for amplified sound to Joan Jennings for the Spartyka Wounded Warrior 5K event.

ATTACHMENTS:

Noise Permit.

MAYOR'S COMMENTS:

CITY OF OAK HARBOR

NOISE PERMIT

Name of Applicant:	Joan Jennings
Location of Event:	Windjammer Park – near the windmill
Date of Event:	March 24, 2012
Hours of Operation:	9:00 a.m. to 12:00 p.m.
Permitted Noise:	PA system and speakers for announcements at the start
Approval Conditions:	Face speakers away from the campground area.
Date of City Council Approval:	

Issued this day of March, 2012.

_____

Karen Crouch, Special Events Coordinator

This Noise Permit is limited to the date and time specified.

Please post this notice on site

City of Oak Harbor
City Council Agenda Bill

Bill No. C/A 4D
Date: March 6, 2012
Subject: Excused Absence Request
Councilmember Jim Campbell

FROM: Scott Dudley
Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

RSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney as to form

PURPOSE

The purpose of this agenda bill is to present and approve Councilmember Jim Campbell's excused absence request for the April 3, 2012 City Council meeting.

AUTHORITY

Per RCW 35A.12.060: *...A council position shall become vacant if the councilmember fails to attend three consecutive regular meetings of the council without being excused by the council.*

SUMMARY STATEMENT

Councilmember Campbell has submitted an excused absence request for the April 3, 2012 City Council meeting.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Approve Councilmember Campbell's excused absence for the April 3, 2012 City Council meeting.

ATTACHMENTS

None

MAYOR'S COMMENTS

City of Oak Harbor
City Council Agenda Bill

Bill No. NA 4e
Date: March 6, 2012
Subject: Youth Services Advisory Board Appointment

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

RSP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is for the Council to approve Mayor Dudley's recommendation to appoint Michael Baird to the Youth Services Advisory Board.

AUTHORITY

Oak Harbor Municipal Code, Chapter 2.250 Youth Services Advisory Board:

2.250.020 Membership.

(1) The board shall consist of up to 17 members appointed by the mayor subject to city council approval. Prior to appointing members, the mayor shall obtain recommendations for possible members from city councilmembers and from the youth service provider community.

(2) The city council shall appoint at least one member of the city council to the board.

(3) Membership for the board shall be primarily drawn from people working or residing in Oak Harbor and at least half of the members of the board shall be members or employees of public or private youth service provider agencies or organizations. At least two members shall be young people.

(4) Persons shall have three-year terms and may be appointed for no more than two consecutive terms.

FISCAL IMPACT DESCRIPTION

None

SUMMARY STATEMENT

Currently, the Youth Services Advisory Board has 10 members, of which 7 work or reside in Oak Harbor. All 10 members of the board are members or employees of public or private youth service provider agencies or organizations. Mr. Baird is the Island County Alcohol/Drug Coordinator and Manager of Island County Recovery Services. If appointed, the membership requirements as outlined in OHMC 2.250.020(3) are maintained.

Mayor Dudley recommends that Michael Baird be appointed to the Youth Services Advisory Board for a three-year term expiring March 2015.

STANDING COMMITTEE REPORT

None.

RECOMMENDED ACTION

Appoint Mr. Baird to the Youth Services Advisory Board.

ATTACHMENTS

Biography Form of Mr. Baird.

Biography Form

Recommended Board Appointment for: Youth Services Advisory Board

Name: **Michael Baird** Date: **January 10, 2012**

Address: **11640 SR 20**

City, State, Zip: **Oak Harbor, WA 98277**

Telephone Number: **360 679-7676** Email Address: **m.baird@co.island.wa.us**

Mailing Address (if different from above):

Resident of Oak Harbor/Whidbey Island for: **4 months**

Occupation and Place of Employment (if retired, reference previous occupation):

Island County Alcohol/Drug Coordinator and manager of Island County Recovery Services.

Local Group or Civic Affiliations: **Served as an Associate Board Member and Executive Board Member for 4 years on the San Juan County Prevention Coalition until October 2011.**

Special Interests: **Youth Alcohol/Drug Abuse and Dependency. Prevention programs that provide evidence based practices and information about the risks of adolescent use of substances; development of activities that provide alternatives to substance use.**

Other General Comments: _____

City of Oak Harbor
City Council Agenda Bill

Bill No. CHA 4F
Date: March 6, 2012
Subject: Authorization to Advertise for Janitorial Contract

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
William H. Hawkins, City Attorney, as to form

PURPOSE
This agenda bill seeks authorization to advertise for janitorial services for competitive bidding.

AUTHORITY
The City of Oak Harbor has authorization under OHMC 2.360.030, which states, where reasonably possible, the City is directed to use competitive bid processes or competitive solicitation processes for purchase services as in the same manner as is used for purchase of supplies and equipment.

FISCAL IMPACT DESCRIPTION

Funds Required: Not to exceed $1,500

Appropriation Source: _____

SUMMARY STATEMENT
The City utilizes a professional janitorial service to provide general cleaning of City Hall, Police Department, Senior Center and the Public Works Department buildings. By contracting with one company the City has been able to lower the overall cost for these services.

The current contract with Covenant Janitorial has expired. Pending Council authorization, City staff is ready to proceed with the advertisement to competitively bid for a two (2) year janitorial services contract with the option to renew for another year. Fiscal impact/funding identified in this agenda bill is for advertising only. Funds for janitorial contract will be identified when the contract is presented to City Council for consideration.

STANDING COMMITTEE REPORT
The Public Works Standing Committee reviewed this item at their meeting on March 1, 2012.

City of Oak Harbor
City Council Agenda Bill

RECOMMENDED ACTION

A motion authorizing staff to proceed with advertisement to competitively bid for janitorial service to provide general cleaning of City Hall, Police Department, Senior Center and the Public Works Department buildings.

ATTACHMENTS

- Request for Proposal

City of Oak Harbor
Request for Proposal
Legal Notice

Notice is hereby given that the City of Oak Harbor has issued the following Request for Proposal. The complete Request for Proposal, including all submittal requirements can be viewed at www.oakharbor.org. If further information is required and/or to schedule a site visit, please contact Sandra Place, Budget and Purchasing Specialist at splace@oakharbor.org.

RFP# 12-0002
RFP Title: Janitorial Services
RFP Due Date and Time: March 30, 2012 at 2:00 p.m.
Brief Scope of Services:
Provide all labor, materials, tools and equipment to perform Janitorial Services at City Hall, Police Department, Senior Center and the Public Works Department buildings.

_____
Connie Wheeler, City Clerk

Published: Daily Journal of Commerce–March 10, 2012 and March 17, 2012
Whidbey News-Times – March 10, 2012 and March 17, 2012

REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Oak Harbor, Washington for:

RFP# 12-0002

Janitorial Services

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the City of Oak Harbor on the City's website at www.oakharbor.org.

The City of Oak Harbor reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful party must comply with the City of Oak Harbor equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, sexual orientation, nationality or 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.

DURATION OF SERVICES:

The term of the awarded Contract will be for 2 years with an option to renew for a third year.

PRE-SUBMITTAL MEETING:

The pre-submittal meeting will be held at

City of Oak Harbor Public Works building, 1400 NE 16th Avenue on _____ at

_____ a.m. Attendance is strongly encouraged.

QUALIFICATIONS:

The Vendor is required to have the following qualifications:

To be considered a responsive and responsible proposer, Contractor's submittal must clearly indicate compliance with the qualifications as required in Form #1 Contractor Qualification Certificate. Proposals that do not meet these standards may be rejected without further consideration by the City.

- Five (5) or more years of related experience;
- Experience working with municipal and regulatory entities;
- Strong written, verbal and interpersonal communication skills;
- Ability to meet required deadlines as demonstrated by prior project history;
- Strong expertise, knowledge and/or experience in requested services.

SUBMITTAL REQUIREMENTS:

Responses to this RFP must include the following:

- Copies of licenses and training certificates for key personnel who would be assigned to the
- contract.
- A completed and signed Form #1 Contractor Qualification Certificate
- A completed and signed RFP Proposal Form
- A completed and signed Cost Proposal Form

REQUIRED NUMBER OF PROPOSALS: Two completed proposal(s) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature.

EVALUATION PROCEDURES: Vendors are encouraged to be creative in responding to this RFP; proposing alternatives in addition to a traditional service delivery model. A joint proposal between two Vendors may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Vendors based on an evaluation of the proposals. All proposals will be evaluated using the criteria listed below:

- Price;
- Experience working on similar service agreements;
- Qualifications of key personnel to be used on the project;
- Response of references;
- Ability to meet required deadlines.

REJECTION OF PROPOSALS: The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the

City to pay any costs incurred by Vendors in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

RFP ADDENDA: The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

PROPOSAL MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

EXCEPTIONS: If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

PROPOSAL VALIDITY PERIOD: Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

RESPONSE FORMAT: Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

COMPLETENESS OF PROPOSAL: The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 2:00 PM on March 30, 2012. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

PROPOSAL SIGNATURES:

- An authorized representative must sign proposals, with the Vendor's address, telephone and email
- information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual
- must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or
- partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the
- signature and title of the person who signs on behalf of the corporation must be shown.

- The City reserves the right to request documentation showing the authority of the individual signing
- the proposal to execute contracts on behalf of anyone, or any corporation, other than
- himself/herself. Refusal to provide such information upon request may cause the proposal to be
- rejected as non-responsive.

CONTRACT NEGOTIATION: The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Vendor or Vendors must comply with the City of Oak Harbor 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 or the use of a trained dog guide or service animal by a person with a disability or any other status protected by law.

TITLE VI: It is the City of Oak Harbor 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.

INSURANCE REQUIREMENTS: The selected Vendor, or Vendors, shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in the City's Standard Insurance Requirements Attachment "B."

Please review insurance requirements prior to submitting a Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception.

Standard requirements may be negotiated if it is in the best interest of the City.

INDEMNIFICATION: The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them because of the Vendor's failure to provide compensation coverage or liability coverage.

PREVAILING WAGE: This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment "C" to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Vendor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Vendor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Vendor shall submit an "Affidavit of Wages Paid".

BUSINESS REGISTRATION AND TAXATION: The Vendor or Vendors awarded the contract will be subject to City of Oak Harbor's Registration and Business.

NON-ENDORSEMENT: As a result of the selection of a Vendor to supply products and/or services to the City, Vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

EXPANSION CLAUSE: Any resultant contract may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed item.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

INFORMATION SECURITY REQUIREMENTS: Reference Attachment "O" for information security details.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Oak Harbor may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Oak Harbor to other agencies for the same cost, terms and conditions.

The City of Oak Harbor does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Oak Harbor accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

ATTACHMENT "A"

SCOPE OF WORK

1. The contractor will be required to clean all City buildings no sooner than one hour following closing and shall be completed one hour prior to the arrival of staff.
2. The contractor shall furnish and utilize a communication log book at each site.
3. Invoicing shall be once a month and include each building separately.
4. The City of Oak Harbor shall furnish all paper/consumable items.
5. The contractor shall be required to furnish all cleaning chemicals, floor maintenance supplies, tools and equipment to complete tasks.
6. The contractor will be required to select individuals to perform janitorial services for City facilities in conformance with accepted janitorial practices and standards.
7. Contractor shall provide an adequate number of employees to maintain cleaning in accordance to the specifications.
8. The City will not provide any supervision to Contractor's employees. Contractor must have sufficient staffing to oversee all staff, to include training, supervision, and the resolution of issues or problems that may arise.
9. During the term of this contract, the City shall have the option to increase or decrease the amount of service provided under this contract. The contract rate for such increase and decrease shall be adjusted upon mutual agreement of the parties. In the event that the parties cannot agree upon a rate for said increase and decrease in service, either party upon thirty (30) days written notice may terminate the contract.
10. The Contractor must certify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols.
11. Contractor shall provide adequate training to all employees on safety and the understanding and correct use of all materials and equipment used to clean, including what to do if problems occur. The use and understanding of MSDS Sheets shall be included in this training.
12. Contractor shall work around any night meetings if possible.
13. A daily checklist shall be provided and filled out after each scheduled cleaning day.

Attach and include your recommended maintenance proposals with your submittal.

City Hall

Item		Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S
1		DUSTMOP ALL UNCARPETED AREAS									
	a	Reception, entrance, lobby areas	831 / 2	3	X		X		X		
	b	Stairway/hall area	1474	3	X		X		X		
	c	Coffee / LunchRoom	180	3	X		X		X		
2		VACUUM ALL CARPETED / MAT AREAS									
	a	Reception, entrance, lobby areas	480 / 3	3	X		X		X		
	b	General office area	5828 / 20	3	X		X		X		
	c	Stairway/hall Mats	120	3	X		X		X		
	d	Supply/mailroom	665 / 4	3	X		X		X		
	e	Conference Rooms	1024 / 4	2	X		X				
	f	Council room	612	3	X		X		X		
	g	Coffee / LunchRoom Mats	180	3	X		X		X		
3		DAMP MOP ALL FLOORS									
	a	Reception enterence areas	831 / 2	2	X		X				
	b	Stairway/hall area	1474	2	X		X				
		Coffee / LunchRoom	180	3	X		X		X		

Item		Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W		F	S	S	
6		EMPTY WASTE / RECYCLE RECEPTICLES										
	a	Lunchroom/coffee room areas	1	3	X		X		X			
	b	Offices	20	3	X		X		X			
	c	Reception / Lobby	5	3	X		X		X			
	d	Conference Rooms	4	3	X		X		X			
	e	Supply Mail room	4	3	X		X		X			
	f	Bathrooms	6	3	X		X		X			
	g	Clean outside of all waste receptacles and replace bags when needed.	40									Monthly
7		CLEAN COUNTERTOPS, TABLETOPS,										
	a	Reception, entrance, lobby areas	6	2	X		X					
	b	Lunchroom/coffee room areas	2	3	X		X		X			
	c	Conference Rooms	4	2	X		X					
		Council room	1	1	X							
	d	Bathrooms	6	3	X		X		X			

City Hall

8	SPOT CLEAN GLASS DOORS, GLASS PARTITIONS, DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, LUNCHROOM WALLS, WOODWORK, FILE CABINETS, TELEPHONES ETC.		1	X							
9	RESTROOM CLEANING										
a	Clean and disinfect all toilet bowls and urinals	8	3	X		X		X			
b	Clean wash basins and attached fixtures	9	3	X		X		X			
c	Clean all mirrors	6	2	X		X					
d	Sweep, damp mop and disinfect restroom floors	282 / 6	3	X		X		X			
e	Wash and disinfect toilet partition wall, doors,	6	2	X		X					
f	Fill all toilet paper and towel recptacles, soap dispensers (Provided by Agency)	18	3	X		X		X			
g	Clean and disinfect inside and outside of all waste receptacles.	6	1					X			
4	WINDOW BLINDS										2 x year
4	CARPET CLEANING										2 x year
4	CARPET SPOT CLEANING										When needed
4	WASH INTERIOR SIDE OF WINDOWS/SILLS										Quartly
5	WASH EXTERIOR SIDE OF WINDOWS										Quartly

Utilities, Finance, Legal and Human Resource offices and space shall not be included in this contract.

Public Works Building B

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S	
1	DUSTMOP ALL UNCARPETED AREAS										
a	General office area	238 / 2	2		X		X				
b	Confrence Room	375 / 2	2		X		X				
c	Hallways	968	2		X		X				
e	Mud Rooms	250 / 2	2		X		X				
2	DAMP MOP ALL FLOORS										
b	General office area	238 / 2	1		X						
a	Confrence Rooms	375 / 2	1		X						
b	Hallways	968	1		X						
d	Mud Rooms	250 / 2	2		X		X				
3	WASH INT/EXT SIDES OF WINDOW										3 X YR
4	STRIP AND WAX FLOORS	1831									quartely

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S
5	EMPTY ALL WASTE RECEPTICLES									
b	Offices	2	1		X					
d	Conference Rooms	2	1		X					
e	Bathrooms	2	2		X		X			
6	CLEAN COUNTERTOPS AND TABLETOPS									
c	Conference Rooms	2	1		X					
d	Bathrooms	2	2		X		X			
7	DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, FILE CABINETS, ETC.		1		X					
8	RESTROOM CLEANING									
a	Clean and disinfect all toilet bowls and urinals	4	2		X		X			
b	Clean and wash basins and attached fixtures	4	2		X		X			
c	Clean all mirrors	2	2		X		X			
d	Sweep, damp mop and disinfect restroom floors	342 / 2	2		X		X			
e	Wash and disinfect toilet partition wall, doors,	3	1		X					
f	Fill all toilet paper and towel recptacles, soap dispensers (Provided by City)	8	2		X		X			
g	Clean and disinfect inside and outside of all waste receptacles.	2	1		X					

Public Works Building C

Item		Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S	
1		DUSTMOP ALL UNCARPETED AREAS										
	a	Conference Rooms	446 / 2	2		X		X				
	b	General office area	423 / 3	2		X		X				
	c	Lunchroom	1105	2		X		X				
	d	Hall area	2109	2		X		X				
	e	Mud Room	380 / 3	2		X		X				
2		VACUUM ALL CARPETED AREAS										
	a	Reception, entrance, lobby areas	538	2		X		X				
	b	General office area	851 / 5	2		X		X				
	c	Hall area	487	2		X		X				
	d	Classrooms	1647 / 2	1		X						
3		DAMP MOP ALL FLOORS										
	a	Conference Rooms	446 / 2	1		X						
	b	General office area	423 / 3	1		X						
	c	Lunchroom	1105	2		X		X				
	d	Hall area	2109	1		X						
	e	Mud Room	380 / 3	2		X		X				
4		WASH INT/EXT SIDES OF WINDOWS										
5		STRIP AND WAX FLOORS	3958									3 x yr quartely

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S	
6	EMPTY ALL WASTE RECEPTICLES										
a	Lunchroom	2	2		X		X				
b	Offices	8	1		X						
c	Reception area	2	1		X						
d	Conference Rooms	4	1		X						
e	Bathrooms	6	2		X		X				
7	CLEAN COUNTERTOPS AND TABLETOPS										
a	Reception, entrance, lobby areas	2	1		X						
b	Lunchroom	6	2		X		X				
c	Conference Rooms	2	1		X						
d	Bathrooms	6	2		X		X				
e	Classrooms	10	1				X				
8	DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, LUNCHROOM WALLS, FILE CABINETS, ETC.		1		X						
9	RESTROOM CLEANING										
a	Clean and disinfect all toilet bowls and urinals	18	2		X		X				
b	Clean and wash basins and attached fixtures	12	2		X		X				
c	Clean all mirrors	8	2		X		X				
d	Sweep, damp mop and disinfect restroom floors	905 / 6	2		X		X				
e	Wash and disinfect toilet partition wall, doors, shower	14	1		X						
f	Fill all toilet paper and twoel recptacles, soap dispensers (Provided by City)	36	2		X		X				
g	Clean and disinfect inside and outside of all waste receptacles.	6	1		X						
	WINDOW BLINDS										2 x year
	CARPET CLEANING										2 x year
	CARPET SPOT CLEANING										When needed

Police Department

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S
1	DUSTMOP ALL UNCARPETED AREAS									
a	Reception, entrance, lobby areas		3	X		X		X		
b	General office area		3	X		X		X		
c	Lunchroom/coffee room areas		3	X		X		X		
d	Stairway/hall area		3	X		X		X		
e	Bathrooms		3	X		X		X		
f	Other									
2	VACUUM ALL CARPETED AREAS									
a	Reception, entrance, lobby areas		3	X		X		X		
b	General office area		3	X		X		X		
c	Stairway/hall area		3	X		X		X		
d	Supply/mailroom		3	X		X		X		
e	Conference Rooms		3	X		X		X		
g	Coffee Room		3	X		X		X		
3	DAMP MOP ALL FLOORS									
a	Lunchroom/coffee room areas		3	X		X		X		
b	Hallways		3	X		X		X		
c	Bathrooms		3	X		X		X		
d	Other									
4	WASH INTERIOR SIDES OF WINDOW		1					X		
5	WASH EXTERIOR SIDES OF WINDOW		1					X		

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S
6	EMPTY ALL WASTE RECEPTICLES									
a	Lunchroom/coffee room areas		3	X		X		X		
b	Offices		3	X		X		X		
c	Hallways		3	X		X		X		
d	Conference Rooms		3	X		X		X		
e	Bathrooms		3	X		X		X		
f	Clean and disinfect inside and outside of all waste receptacles.		1					X		
7	CLEAN COUNTERTOPS AND TABLETOPS									
a	Reception, entrance, lobby areas		3	X		X		X		
b	Lunchroom/coffee room areas		3	X		X		X		
c	Conference Rooms		3	X		X		X		
d	Bathrooms		3	X		X		X		

8	**SPOT CLEAN GLASS DOORS, GLASS PARTITIONS, DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, LUNCHROOM WALLS, WOODWORK, FILE CABINETS, ETC.**		3	X		X		X		
9	**RESTROOM CLEANING**									
a	Clean and disinfect all toilet bowls and urinals		3	X		X		X		
b	Clean and wash basins and attached fixtures		3	X		X		X		
c	Clean all mirrors		3	X		X		X		
d	Sweep, damp mop and disinfect restroom floors		3	X		X		X		
e	Wash and disinfect toilet partition wall, doors, shower		3	X		X		X		
f	Fill all toilet paper and towel receptacles, soap dispensers (Provided by Agency)		3	X		X		X		
g	Clean and disinfect inside and outside of all waste receptacles.		3	X		X		X		
	WINDOW BLINDS	2 x year								
	CARPET CLEANING	2 x year								
	CARPET SPOT CLEANING	When needed								

Senior Center

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S
1	DUSTMOP ALL UNCARPETED AREAS									
a	Reception, entrance, lobby areas		5	X	X	X	X			X
b	General office area		5	X	X	X	X			X
c	Lunchroom/coffee room areas		5	X	X	X	X			X
d	Stairway/hall area		5	X	X	X	X			X
e	Bathrooms		5	X	X	X	X			X
f	Other									
2	VACUUM ALL CARPETED AREAS									
a	Reception, entrance, lobby areas		5	X	X	X	X			X
b	General office area		5	X	X	X	X			X
c	Stairway/hall area		5	X	X	X	X			X
d	Supply/mailroom		5	X	X	X	X			X
e	Conference Rooms		5	X	X	X	X			X
f	Council Chambers		5	X	X	X	X			X
g	Coffee Room		5	X	X	X	X			X
3	DAMP MOP ALL FLOORS									
a	Lunchroom/coffee room areas		5	X	X	X	X			X
b	Hallways		5	X	X	X	X			X
c	Bathrooms		5	X	X	X	X			X
d	Other		5	X	X	X	X			
4	WASH INTERIOR SIDES OF WINDOW		1							X
5	WASH EXTERIOR SIDES OF WINDOW		1							X

Item	Performance Requirements	Sq. Feet or No. of Items	Weekly Standard	M	T	W	T	F	S	S
6	EMPTY ALL WASTE RECEPTICLES									
a	Lunchroom/coffee room areas		5	X	X	X	X			X
b	Offices		5	X	X	X	X			X
c	Hallways		5	X	X	X	X			X
d	Conference Rooms		5	X	X	X	X			X
e	Bathrooms		5	X	X	X	X			X
f	Clean and disinfect inside and outside of all waste receptacles.		5	X	X	X	X			X
7	CLEAN COUNTERTOPS AND TABLETOPS									
a	Reception, entrance, lobby areas		5	X	X	X	X			X
b	Lunchroom/coffee room areas		5	X	X	X	X			X
c	Conference Rooms		5	X	X	X	X			X
d	Bathrooms		5	X	X	X	X			X

8	**SPOT CLEAN GLASS DOORS, GLASS PARTITIONS, DOOR TRIM, LIGHT SWITCHES, HALLWAY WALLS, LUNCHROOM WALLS, WOODWORK, FILE CABINETS, ETC.**		5	X	X	X	X			X
9	**RESTROOM CLEANING**									
a	Clean and disinfect all toilet bowls and urinals		5	X	X	X	X			X
b	Clean and wash basins and attached fixtures		5	X	X	X	X			X
c	Clean all mirrors		5	X	X	X	X			X
d	Sweep, damp mop and disinfect restroom floors		5	X	X	X	X			X
e	Wash and disinfect toilet partition wall, doors, shower		5	X	X	X	X			X
f	Fill all toilet paper and twoel recptacles, soap dispensers (Provided by Agency)		5	X	X	X	X			X
g	Clean and disinfect inside and outside of all waste receptacles.		5	X	X	X	X			X
	WINDOW BLINDS	2 x year								
	CARPET CLEANING	2 x year								
	CARPET SPOT CLEANING	When needed								

ATTACHMENT "B"

INSURANCE REQUIREMENTS

Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

a. 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.

b. 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 SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate.

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

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:

a. The SERVICE PROVIDER'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 excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.

b. The SERVICE PROVIDER'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.

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

Verification of Coverage. SERVICE PROVIDER 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 SERVICE PROVIDER before commencement of the work.

FORM #1 CONTRACTOR QUALIFICATION CERTIFICATE

(Form to be submitted with RFP)

GENERAL COMPANY INFORMATION

COMPANY NAME _____

ADDRESS

_____

_____

OWNER NAME _____

CONTACT PERSON'S NAME AND TITLE _____

E-MAIL _____

MINIMUM QUALIFICATIONS:

1. OPEN WASHINGTON STATE DEPARTMENT OF REVENUE BUISNESS LICENSE # (UBI);

2. ACTIVE WASHINGTON STATE CONTRACTOR LICENSE #;

3. CURRENT EMPLOYMENT SECURITY #;

VERIFY THE FOLLOWING

4. CHOOSE ONE:

   - o Proposer has current industrial insurance coverage for employees working in Washington; or
   - o Proposer is not required to have industrial insurance coverage for employees working in Washington as required by Title 51 RCW.

5. CHOOSE ONE:

   - o Proposer has not been disqualified or debarred from bidding on any federal or state bidding; or
   - o Proposer has been disqualified or debarred from bidding on any federal or state bidding;

   Explain:

ADDITIONAL QUALIFICATIONS:

6. NUMBER OF YEARS IN BUSINESS UNDER CURRENT COMPANY NAME/LICENSE #_____

7. NUMBER OF EMPLOYEES IN YOUR COMPANY _____

8. EXPERIENCE WORKING WITH MUNICIPALITIES

_____

_____

_____

_____

_____

9. PLEASE LIST EXPERIENCE OF "KEY PERSONNEL" THAT WILL BE ASSIGNED TO SUPERVISE OR WORK ON CITY CONTRACTED SITE:

10. PLEASE DESCRIBE CURRENT SCREENING PROCESS FOR HIRING EMPLOYEES:

11. PLEASE DESCRIBE CURRENT EMPLOYEE TRAINING AND/OR RELEVANT CERTIFICATIONS:

12. LIST YOUR COMPANIES RECENT EXPERIENCE IN REQUESTED SERVCIES:

REQUIREMENTS AFTER CONTRACT AWARD

If awarded a contract, Contractor agrees to comply with and obtain the following requirements:

Provide a Certificate of Insurance with the City of Oak Harbor listed as an additional insured showing coverage amounts that meet or exceed the requested standard requirements (see ATTACHMENT "B").

Each Contractor, and each employee, must sign an affidavit allowing the City of Oak Harbor to conduct a criminal background investigation for any employee working on City property.

Obtain a City of Oak Harbor Business license.

Provide City with Statement of Intent to Pay Prevailing Wages prior to first payment.

Provide the City of Oak Harbor with a completed and signed Professional Services Agreement.

The undersigned certifies that the information provided above is a true representation of its company's

qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Authorized Signature: _____ Date:_____

Printed Name: _____

Title: _____

RFP PROPOSAL FORM

TO: City of Oak Harbor

FROM: Company Name: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE, EMAIL & FAX NUMBER: _____

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

_____ _____

Authorized Signature Date

_____

Title

COST PROPOSAL FORM

Please provide lump sum amounts for each of the following:

2012 Total $ _____
Duration-April-December

2013 Total $ _____

Option to renew:

2014 Total $_____

NON-COLLUSION CERTIFICATE

STATE OF

ss.

COUNTYOF

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for consideration in the award of a contract on the improvement described as follows:

_____

Name of Company

_____

Title

_____

Sworn to before me this day of 2012 _____

Notary Public

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this _____ day of _____, 2012, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "SERVICE PROVIDER".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on _____, 2012, and shall be completed no later than _____, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows:_____

4. Reports and Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/agents.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

7.2 For purposes of this indemnification and hold harmless agreement, the SERVICE PROVIDER waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

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

8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

a. 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.

b. 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 SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate.

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

8.3 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:

a. The SERVICE PROVIDER'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 excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.

b. The SERVICE PROVIDER'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.

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

8.5 Verification of Coverage. SERVICE PROVIDER 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 SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, 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; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF OAK HARBOR

865 SE Barrington Drive

Oak Harbor, WA 98277

_____

Scott Dudley, Mayor

SERVICE PROVIDER:

[Name and address]

_____

Attest:

_____

Connie Wheeler, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. NA 43
Date: March 6, 2012
Subject: Authorization to Advertise for Vending Contract

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
William H. Hawkins, City Attorney, as to form

PURPOSE

This agenda bill seeks authorization to advertise for vending machine services for competitive bidding.

AUTHORITY

The City of Oak Harbor has authorization under OHMC 2.360.030, which states, where reasonably possible, the City is directed to use competitive bid processes or competitive solicitation processes for purchase services as in the same manner as is used for purchase of supplies and equipment.

FISCAL IMPACT DESCRIPTION

Funds Required: Not to exceed $1,500

Appropriation Source: _____

SUMMARY STATEMENT

In 2009, City Council awarded vending machine services on City property to Walton Beverage (WBC). The current contract with Walton Beverage has expired. The new agreement would be for a five (5) year contract with a ninety (90) day termination clause. The new vending machine services contract will pay a minimum of twenty-five percent (25%) of its gross revenue from sales, pursuant to this contract, on a quarterly basis to the City of Oak Harbor. They will provide stock and maintain all equipment provided by this contract. The locations they will be authorized to place their machines at are as follows:

Ft. Nugent Park	Up to 2 machines
Windjammer Park	Up to 4 machines
Flintstone Park	Up to 2 machines
Oak Harbor Marina	Up to 1 machine
Public Works Shop	Up to 3 machines
City Hall	Up to 1 machine

Pending Council authorization, City staff is ready to proceed with the advertisement to competitively bid for vending machine services.

STANDING COMMITTEE REPORT

The Public Works Standing Committee reviewed this item at their meeting on March 1, 2012.

RECOMMENDED ACTION

A motion authorizing staff to proceed with advertisement to competitively bid for vending machine services to provide vending machine services for six (6) City locations as specified above.

ATTACHMENTS

- Request for Proposal

City of Oak Harbor
Request for Proposal
Legal Notice

Notice is hereby given that the City of Oak Harbor has issued the following Request for Proposal. The complete Request for Proposal, including all submittal requirements can be viewed at www.oakharbor.org. If further information is required and/or to schedule a site visit, please contact Sandra Place, Budget and Purchasing Specialist at splace@oakharbor.org.

RFP# 12-0003
RFP Title: Vending Services
RFP Due Date and Time: March 30, 2012 at 2:00 p.m.
Brief Scope of Services:
Provide all labor, materials, tools and equipment to perform Vending Services on City property.

_____
Connie Wheeler, City Clerk

Published: Daily Journal of Commerce–March 10, 2012 and March 17, 2012
Whidbey News-Times – March 10, 2012 and March 17, 2012

REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Oak Harbor, Washington for:

RFP# 12-0003

Vending Services

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the City of Oak Harbor on the City's website at www.oakharbor.org.

The City of Oak Harbor reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful party must comply with the City of Oak Harbor equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, sexual orientation, nationality or 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.

DURATION OF SERVICES:

The term of the awarded Contract will be for five (5) years with a ninety (90) day termination clause.

.

QUALIFICATIONS:

The Vendor is required to have the following qualifications:

To be considered a responsive and responsible proposer, Contractor's submittal must clearly indicate compliance with the qualifications as required in Form #1 Contractor Qualification Certificate. Proposals that do not meet these standards may be rejected without further consideration by the City.

- Five (5) or more years of related experience;
- Experience working with municipal and regulatory entities;
- Strong written, verbal and interpersonal communication skills;

- Ability to meet required deadlines as demonstrated by prior project history;
- Strong expertise, knowledge and/or experience in requested services.

SUBMITTAL REQUIREMENTS:

Responses to this RFP must include the following:

- Copies of licenses and training certificates for key personnel who would be assigned to the
- contract.
- A completed and signed Form #1 Contractor Qualification Certificate
- A completed and signed RFP Proposal Form
- A completed and signed Cost Proposal Form

REQUIRED NUMBER OF PROPOSALS: Two completed proposal(s) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature.

EVALUATION PROCEDURES: Vendors are encouraged to be creative in responding to this RFP; proposing alternatives in addition to a traditional service delivery model. A joint proposal between two Vendors may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Vendors based on an evaluation of the proposals. All proposals will be evaluated using the criteria listed below:

- Price;
- Experience working on similar service agreements;
- Qualifications of key personnel to be used on the project;
- Response of references;
- Ability to meet required deadlines.

REJECTION OF PROPOSALS: The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Vendors in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

RFP ADDENDA: The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

PROPOSAL MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

EXCEPTIONS: If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

PROPOSAL VALIDITY PERIOD: Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

RESPONSE FORMAT: Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

COMPLETENESS OF PROPOSAL: The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 2:00 PM on March 30, 2012. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

PROPOSAL SIGNATURES:

- An authorized representative must sign proposals, with the Vendor's address, telephone and email
- information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual
- must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or
- partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the
- signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing
- the proposal to execute contracts on behalf of anyone, or any corporation, other than
- himself/herself. Refusal to provide such information upon request may cause the proposal to be
- rejected as non-responsive.

CONTRACT NEGOTIATION: The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or

modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Vendor or Vendors must comply with the City of Oak Harbor 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 or the use of a trained dog guide or service animal by a person with a disability or any other status protected by law.

TITLE VI: It is the City of Oak Harbor 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.

INSURANCE REQUIREMENTS: The selected Vendor, or Vendors, shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in the City's Standard Insurance Requirements Attachment "B."

Please review insurance requirements prior to submitting a
Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception.

Standard requirements may be negotiated if it is in the best interest of the City.

INDEMNIFICATION: The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them because of the Vendor's failure to provide compensation coverage or liability coverage.

PREVAILING WAGE: This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment "C" to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Vendor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Vendor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Vendor shall submit an "Affidavit of Wages Paid".

BUSINESS REGISTRATION AND TAXATION: The Vendor or Vendors awarded the contract will be subject to City of Oak Harbor's Registration and Business.

NON-ENDORSEMENT: As a result of the selection of a Vendor to supply products and/or services to the City, Vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

EXPANSION CLAUSE: Any resultant contract may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed item.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

INFORMATION SECURITY REQUIREMENTS: Reference Attachment "O" for information security details.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Oak Harbor may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of

Oak Harbor to other agencies for the same cost, terms and conditions.

The City of Oak Harbor does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Oak Harbor accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases

ATTACHMENT "A"

SCOPE OF WORK-SEE VENDING AGREEMENT

ATTACHMENT "B"

INSURANCE REQUIREMENTS-SEE VENDING AGREEMENT

FORM #1 CONTRACTOR QUALIFICATION CERTIFICATE

(Form to be submitted with RFP)

GENERAL COMPANY INFORMATION

COMPANY NAME _____

ADDRESS

_____

_____

OWNER NAME _____

CONTACT PERSON'S NAME AND TITLE _____

E-MAIL _____

MINIMUM QUALIFICATIONS:

1. OPEN WASHINGTON STATE DEPARTMENT OF REVENUE BUISNESS LICENSE # (UBI);
2. ACTIVE WASHINGTON STATE CONTRACTOR LICENSE #;
3. CURRENT EMPLOYMENT SECURITY #;

VERIFY THE FOLLOWING

4. CHOOSE ONE:

   - o Proposer has current industrial insurance coverage for employees working in Washington; or
   - o Proposer is not required to have industrial insurance coverage for employees working in Washington as required by Title 51 RCW.

5. CHOOSE ONE:

   - o Proposer has not been disqualified or debarred from bidding on any federal or state bidding; or
   - o Proposer has been disqualified or debarred from bidding on any federal or state bidding;

   Explain:

ADDITIONAL QUALIFICATIONS:

6. NUMBER OF YEARS IN BUSINESS UNDER CURRENT COMPANY NAME/LICENSE #_____
7. NUMBER OF EMPLOYEES IN YOUR COMPANY _____

8. EXPERIENCE WORKING WITH MUNICIPALITIES

_____

_____

_____

_____

_____

9. PLEASE LIST EXPERIENCE OF "KEY PERSONNEL" THAT WILL BE ASSIGNED TO SUPERVISE OR WORK ON CITY CONTRACTED SITE:

10. PLEASE DESCRIBE CURRENT SCREENING PROCESS FOR HIRING EMPLOYEES:

11. PLEASE DESCRIBE CURRENT EMPLOYEE TRAINING AND/OR RELEVANT CERTIFICATIONS:

12. LIST YOUR COMPANIES RECENT EXPERIENCE IN REQUESTED SERVCIES:

REQUIREMENTS AFTER CONTRACT AWARD

If awarded a contract, Contractor agrees to comply with and obtain the following requirements:

Provide a Certificate of Insurance with the City of Oak Harbor listed as an additional insured showing coverage amounts that meet or exceed the requested standard requirements (see ATTACHMENT "B").

Each Contractor, and each employee, must sign an affidavit allowing the City of Oak Harbor to conduct a criminal background investigation for any employee working on City property.

Obtain a City of Oak Harbor Business license.

Provide City with Statement of Intent to Pay Prevailing Wages prior to first payment.

Provide the City of Oak Harbor with a completed and signed Vending Agreement.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Authorized Signature: _____ Date:_____

Printed Name: _____

Title: _____

RFP PROPOSAL FORM

TO: City of Oak Harbor

FROM: Company Name: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE, EMAIL & FAX NUMBER: _____

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

_____ _____

Authorized Signature Date

_____

Title

COST PROPOSAL FORM

Please provide the percentage amount of gross revenue from sales for each of the following:

2012 Total $ _____
Duration-April-December

2013 Total $ _____

2014 Total $_____

2015 Total $_____

2016 Total $_____

NON-COLLUSION CERTIFICATE

STATE OF

ss.

COUNTYOF

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for consideration in the award of a contract on the improvement described as follows:

_____

Name of Company

_____

Title

_____

Sworn to before me this day of 2012 _____

Notary Public

VENDING AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____ by and between the CITY OF OAK HARBOR, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and _____, whose address is 865 SE Barrington Drive, Oak Harbor, WA 98277, hereinafter referred to as the "Vending Machine Operator."

1. License.

   1.1 In accordance with the Vending Machine Services proposal submitted by Vending Machine Operator on _____, the City hereby grants Vending Machine Operator an exclusive license to locate and sell from vending machines on City-owned facilities on the terms and conditions set forth herein and in the Request for Proposals – License for Beverage Vending Machine Services – issued by the City on _____.

   1.2 The facilities at which the Vending Machine Operator may locate and conduct sales from vending machines are:

Ft. Nugent Park	Up to 2 Machines
Windjammer Park	Up to 4 Machines
Flintstone Park	Up to 2 Machines
Oak Harbor Marina	Up to 1 Machine
Public Works Shop	Up to 3 Machines
City Hall	Up to 1 Machine

   1.3 Exclusive Right. This Agreement grants the Vending Machine Operator the exclusive right to locate and sell from vending machines on the City-owned property designated in Paragraph 1.2 above for the duration of this Agreement.

2. Operational Responsibilities of Vending Machine Operator. Vending Machine Operator represents that it is fully qualified to provide and service vending machines appropriate for the above-listed locations.

   2.1 Vending Machine Operator shall perform and conduct, in accordance with all requirements of this Agreement, the installation and operation of up to thirteen (13) vending machines, to be located in the above-listed six (6) City-owned facilities as described in 1.2 above. Vending Machine Operator shall be solely responsible for installation of the vending machines and shall install all vending machines within ten (10) calendar days of the beginning of the Term of this Agreement. Vending Machine Operator shall install and operate its vending machines and conduct all its operations at the above-listed locations in conformity

with all applicable federal and state laws, rules and regulations, local ordinances, and City Rules and Regulations for the above-listed locations.

2.2 Vending Machines. Automatic vending machines shall be new and/or of good quality as determined by the City. All vending machines shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match each other at the same location either in color or style. Energy efficient machines are required and must have an energy saving device at each point of sale. In addition, the City reserves the right to turn off the interior vending lighting. Power to the vending machines must fit the present configuration at each location. The machines must accept any combination of nickels, dimes, quarters and one dollar bills. Vending machines must sense whether the product was dispensed and refund payment if the product is not dispensed.

2.3 Products Vended. Vending Machine Operator shall provide a list of products to be sold from the vending machines prior to the execution of this Agreement. Products shall generally be national brands. Vending Machine Operator will maintain fresh products in its vending machines and will ensure that all products vended shall conform in all respects to local, state, and federal laws and regulations relating to the standards of food and drink and shall be suitable for human consumption in all respects.

2.4 Prices for Products. Vending Machine Operator will not increase the prices charged for products sold in its vending machines, as detailed in the Bid Proposal, above the sales prices for the corresponding products specified for each year during the Term. City and Vending Machine Operator may, by mutual written agreement, adjust the sales prices for any product or products sold from the vending machines.

2.5 On-Call Service. Vending Machine Operator will provide on-call maintenance and repair service for its machines. Vending Machine Operator will make available to the City and to consumers a toll-free telephone number for service calls that will be displayed on machines.

2.6 Maintenance of Vending Machines. Vending Machine Operator shall service all its vending machines and related equipment as often as is necessary to keep the machines and equipment properly supplied and in good working order. Vending Machine Operator will maintain a program of regular preventive maintenance and replacement of worn, damaged, or malfunctioning machines. City may require Vending Machine Operator to replace vending machines that cannot be returned to service within four (4) working days of the service call. Replacement vending machines will be of a type and condition at least equal to the machines that are replaced. Vending Machine Operator will keep its vending machines neat and sanitary. Vending Machine Operator will clean all spills that occur while filling, cleaning, or maintaining its machines, clean the front and top of each vending machine each time Vending Machine Operator restocks or services it. Vending Machine Operator shall cooperate with City to promptly remedy any sanitary

problems related to Vending Machine Operator's machines. The City shall not be responsible in any way for any damage or loss to Vending Machine Operator's property, including vending machines, due to vandalism, theft, fire, casualty, natural disaster, crime, acts of terrorism, riot, or civil disorder.

2.7 Restocking Vending Machines. Vending Machine Operator will inspect and restock its machines as needed to ensure that the products advertised for sale are available upon payment. Vending Machine Operator may not maintain, store or keep any products outside of the vending machines or on the premises.

2.8 Operating Notices. Vending Machine Operator will affix to each vending machine a prominent notice containing instructions on how to (1) operate the machine, (2) report malfunctions, (3) comment on product quality, and (4) request refunds. Vending Machine Operator will affix a visible Unit Number to easily identify each machine for accounting and servicing requirements.

2.9 Refunds. All refunds will be processed exclusively between the Vending Machine Operator and the customer.

2.10 Costs of Operation. Vending Machine Operator shall have sole responsibility for paying all costs for installing, operating, servicing, and replacing its vending machines and any necessary related equipment. City shall furnish Vending Machine Operator with electrical energy for operation of Vending Machine Operator's vending machines free of cost. Vending Machine Operator shall absorb all money shortages that may develop due to theft, burglary, vandalism, inoperable vending machines or other cause.

2.11 Signs. Vending Machine Operator will not post signs or posters on the vending machines area, or elsewhere, and will not engage in any marketing or promotional activity without the City's written permission, which may be denied in the City's sole discretion.

3. Royalty Payments and Reports.

3.1 Royalty to City. In consideration for the license granted to Vending Machine Operator by the City under this Agreement, Vending Machine Operator shall pay a minimum of twenty-five percent (25%) of its gross revenue from sales pursuant to this license on a quarterly basis to the City of Oak Harbor, 865 SE Barrington Drive, Oak Harbor, WA 98277. Vending Machine Operator shall make all royalty checks payable to "The City of Oak Harbor". A statement of accounts which includes the timeframe for the collections, the dollar amount of sales from each vending machine referenced by Unit Number, gross receipts, and the percentage due the City must be included with each check.

3.2 Vending Machine Operator will keep accurate records of its sales and will make these records available to the City upon request during the Term of the Agreement and for up to four (4) years after the expiration of the Term. Vending Machine

Operator shall permit authorized representatives of City to accompany Vending Machine Operator's employees during cash collection and counting and to randomly examine the receipts of the vending machines operated by Vending Machine Operator.

4. Term. This Agreement shall remain in force and effective for five (5) years from date of Agreement. Unless canceled by written notice delivered to either party at least ninety (90) days prior to the termination of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew at the end of the initial term upon the same terms and conditions as set forth herein.

5. Termination. Termination does not waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provisions of this Agreement.

6. Risk Management.

6.1 Indemnification/Hold Harmless. The Vending Machine Operator shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

For purposes of this indemnification and hold harmless agreement, the Vending Machine Operator waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

6.2 Insurance. The Vending Machine Operator shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

6.2.1. No limitation. Vending Machine Operator's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vending Machine Operator to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

6.2.2 Minimum Scope of Insurance. Vending Machine Operator shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, One Million Dollars ($1,000,000) general aggregate and a Two Million Dollar ($2,000,000) products liability aggregate limit.

Automobile Liability Insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

6.2.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Vending Machine Operator'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 excess of the Vending Machine Operator's insurance and shall not contribute with it.

The Vending Machine Operator'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.

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

6.2.5 Verification of Coverage. Vending Machine Operator 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 Vending Machine Operator before goods, materials or supplies will be accepted by the City.

6.2.6 Material Breach. Vending Machine Operator acknowledges that any failure to comply with the requirements of this section may be deemed by the City to be a material breach and cause for termination of this Agreement.

7. Independent Contractor.

7.1 The parties do not intend to constitute nor create an employer-employee relationship because Vending Machine Operator is an independent contractor. Vending Machine Operator shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions including, but not limited to, industrial insurance (Workmen's Compensation). Vending Machine Operator agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made against the City, because of these obligations.

7.2 Any and all employees of Vending Machine Operator, while engaged in the performance of any work, shall be considered employees of Vending Machine Operator only and not of the City, and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Vending Machine Operator, while so engaged in any and all claims made by a third party as a consequence of any negligent act or omission on the part of Vending Machine Operator's employees, while so engaged on any of the work, shall be the sole obligation and responsibility of Vending Machine Operator.

7.3 Vending Machine Operator assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state, and city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Vending Machine Operator and as to all duties, activities and requirements by Vending Machine Operator in performance of the work and Vending Machine Operator shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

8. Employment. Vending Machine Operator warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for Vending Machine Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Vending Machine Operator, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate 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.

9. Miscellaneous.

9.1 Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Vending Machine Operator shall make available to the City for the City's examination all of Vending Machine Operator's books, records and documents with respect to all matters covered by this Agreement and, furthermore, Vending Machine Operator will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to audit all contracts, invoices, materials, deposits, receipts, tax returns and other data relating to all matters covered by this Agreement.

9.2 City of Oak Harbor Business License. Vending Machine Operator shall obtain a City of Oak Harbor business license prior to performing any work pursuant to this Agreement.

9.3 State of Washington Requirements. Vending Machine Operator shall register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and RCW 51.08.195 prior to performing this Agreement.

9.4 Compliance with Federal, State and Local Laws. Vending Machine Operator shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

9.5 Subletting/Assignment of Agreement. Vending Machine Operator shall not sublet or assign any of the work without the express, prior written consent of the City.

9.6 Waiver. Any waiver by Vending Machine Operator or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

9.7 Complete Agreement. This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

9.8 Non-Discrimination.

9.8.1 The City is an equal opportunity employer.

9.8.2 Non-discrimination in Employment. In the performance of this Agreement, the Vending Machine Operator will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability; provided, that the prohibition against discrimination in employment because of disability, or the use of a trained guide dog or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Vending Machine Operator shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or

physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Vending Machine Operator shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

9.8.3 Non-discrimination in Services. The Vending Machine Operator will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

9.8.4 If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Vending Machine Operator shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

9.9 Modification of Agreement. This Agreement may be modified by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Vending Machine Operator.

9.10 No Partnership. The parties do not intend to create any joint venture or partnership by this Agreement.

9.11 Other Rights. The parties do not intend to confer any rights or benefits on any third parties by this Agreement.

9.12 Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

9.13 Notices. Notices to the City of Oak Harbor shall be sent to the following address:

City of Oak Harbor
Attn: Connie Wheeler, City Clerk
865 SE Barrington Drive
Oak Harbor, WA 98277

Notices to Vending Machine Operator shall be sent to the following address:

Vending Machine Operator
Attn:_____
_____
_____

9.14 Venue. Any lawsuit arising out of this Agreement shall be brought in Island County Superior Court and the laws of the state of Washington shall apply to this Agreement.

IN WITNESS WHEREOF, the City and Vending Machine Operator have executed this Agreement as of the date first above written.

CITY:

CITY OF OAK HARBOR
865 SE Barrington Drive
Oak Harbor, WA 98277

_____
Scott Dudley, Mayor

ATTEST:

_____
Connie Wheeler, City Clerk

VENDING MACHINE OPERATOR

_____
_____
_____

_____

City of Oak Harbor
City Council Agenda Bill

Bill No. NA 444
Date: March 6, 2012
Subject: Authorization to Advertise for HVAC Maintenance Contract

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
William H. Hawkins, City Attorney, as to form

PURPOSE
This agenda bill seeks authorization to advertise for HVAC maintenance services for competitive bidding.

AUTHORITY
The City of Oak Harbor has authorization under OHMC 2.360.030, which states, where reasonably possible, the City is directed to use competitive bid processes or competitive solicitation processes for purchase services as in the same manner as is used for purchase of supplies and equipment.

FISCAL IMPACT DESCRIPTION

Funds Required: Not to exceed $1.500

Appropriation Source: _____

SUMMARY STATEMENT
The City utilizes three separate professional maintenance service contracts to provide routine scheduled maintenance of the City Hall, the Police Department, Senior Center, Fire Department and the Public Works Department buildings. By contracting with one company, the City could possibly lower the overall cost for these services.

The current contracts with Johnson Controls, Control Contractors and Alpine Refrigeration have expired. Pending Council authorization, City staff is ready to proceed with the advertisement to competitively bid for a two (2) year HVAC maintenance services with the option to renew for an additional year. Fiscal impact/funding identified in this agenda bill is for advertising only. Funds for HVAC contract will be identified when the contract is presented to City Council for consideration.

STANDING COMMITTEE REPORT
The Public Works Standing Committee reviewed this item at their meeting on March 1, 2012.

City of Oak Harbor
City Council Agenda Bill

RECOMMENDED ACTION

A motion authorizing staff to proceed with advertisement to competitively bid for HVAC maintenance services to provide routine scheduled maintenance of City Hall, the Police Department, Senior Center, Fire Department and the Public Works Department buildings.

ATTACHMENTS

- Request for Proposal

City of Oak Harbor
Request for Proposal
Legal Notice

Notice is hereby given that the City of Oak Harbor has issued the following Request for Proposal. The complete Request for Proposal, including all submittal requirements can be viewed at www.oakharbor.org. If further information is required and/or to schedule a site visit, please contact Sandra Place, Budget and Purchasing Specialist at splace@oakharbor.org.

RFP# 12-0001
RFP Title: HVAC Maintenance Services
RFP Due Date and Time: March 30, 2012 at 2:00 p.m.
Brief Scope of Services:
Provide all labor, materials, tools and equipment to perform HVAC maintenance at City Hall, Police Department, Senior Center, Fire Department and the Public Works Department buildings. Services include, but are not limited to, air filter changes and service and/or repair of air handlers, boilers and chillers.

_____
Connie Wheeler, City Clerk

Published: Daily Journal of Commerce–March 10, 2012 and March 17, 2012
Whidbey News-Times – March 10, 2012 and March 17, 2012

REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Oak Harbor, Washington for:

RFP# 12-0001

HVAC Maintenance Services

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the City of Oak Harbor on the City's website at www.oakharbor.org.

The City of Oak Harbor reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful party must comply with the City of Oak Harbor equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, sexual orientation, nationality or 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.

DURATION OF SERVICES:

The term of the awarded Contract will be for 2 years with an option to renew for a third year.

PRE-SUBMITTAL MEETING:

The pre-submittal meeting will be held at

City of Oak Harbor Public Works building, 1400 NE 16th Avenue on _____ at

_____ a.m. Attendance is strongly encouraged.

QUALIFICATIONS:

The Vendor is required to have the following qualifications:

To be considered a responsive and responsible proposer, Contractor's submittal must clearly indicate compliance with the qualifications as required in Form #1 Contractor Qualification

Certificate. Proposals that do not meet these standards may be rejected without further consideration by the City.

- Five (5) or more years of related experience;
- Experience working with municipal and regulatory entities;
- Strong written, verbal and interpersonal communication skills;
- Ability to meet required deadlines as demonstrated by prior project history;
- Strong expertise, knowledge and/or experience in requested services.

SUBMITTAL REQUIREMENTS:

Responses to this RFP must include the following:

- Copies of licenses and training certificates for key personnel who would be assigned to the
- contract.
- A completed and signed Form #1 Contractor Qualification Certificate
- A completed and signed RFP Proposal Form
- A completed and signed Cost Proposal Form
- A complete analysis and inventory of equipment at each site shall be included.

REQUIRED NUMBER OF PROPOSALS: Two completed proposal(s) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature.

EVALUATION PROCEDURES: Vendors are encouraged to be creative in responding to this RFP; proposing alternatives in addition to a traditional service delivery model. A joint proposal between two Vendors may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Vendors based on an evaluation of the proposals. All proposals will be evaluated using the criteria listed below:

•Price;

•Experience working on similar service agreements;

•Qualifications of key personnel to be used on the project;

•Response of references;

•Ability to meet required deadlines.

REJECTION OF PROPOSALS: The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Vendors in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

RFP ADDENDA: The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

PROPOSAL MODIFICATION & CLARIFICATIONS: The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

EXCEPTIONS: If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

PROPOSAL VALIDITY PERIOD: Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 60 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

RESPONSE FORMAT: Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

COMPLETENESS OF PROPOSAL: The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 2:00 PM on March 30, 2012. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

PROPOSAL SIGNATURES:

- An authorized representative must sign proposals, with the Vendor's address, telephone and email
- information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual
- must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or
- partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the
- signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing
- the proposal to execute contracts on behalf of anyone, or any corporation, other than

- himself/herself. Refusal to provide such information upon request may cause the proposal to be
- rejected as non-responsive.

CONTRACT NEGOTIATION: The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

CONTRACT AWARD: The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Vendor or Vendors must comply with the City of Oak Harbor 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 or the use of a trained dog guide or service animal by a person with a disability or any other status protected by law.

TITLE VI: It is the City of Oak Harbor 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.

INSURANCE REQUIREMENTS: The selected Vendor, or Vendors, shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in the City's Standard Insurance Requirements Attachment "B."

Please review insurance requirements prior to submitting a
Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception.

Standard requirements may be negotiated if it is in the best interest of the City.

INDEMNIFICATION: The Vendor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them because of the Vendor's failure to provide compensation coverage or liability coverage.

PREVAILING WAGE: This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment "C" to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Vendor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Vendor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Vendor shall submit an "Affidavit of Wages Paid".

BUSINESS REGISTRATION AND TAXATION: The Vendor or Vendors awarded the contract will be subject to City of Oak Harbor's Registration and Business.

NON-ENDORSEMENT: As a result of the selection of a Vendor to supply products and/or services to the City, Vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

EXPANSION CLAUSE: Any resultant contract may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed item.

OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

INFORMATION SECURITY REQUIREMENTS: Reference Attachment "O" for information security details.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Oak Harbor may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Oak Harbor to other agencies for the same cost, terms and conditions.

The City of Oak Harbor does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Oak Harbor accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

ATTACHMENT "A"

SCOPE OF WORK

1. The contractor will be required to conduct one (1) prescheduled preventative maintenance visit per year on unit heaters, air dryers, radiant heaters and exhaust fans. (1-3) prescheduled seasonal maintenance visits per year on Heat pumps, rooftop package units, AC units and Automation equipment. Include in your proposal the recommended maintenance duties including, but not limited to materials and labor costs associated with such maintenance duties for each site.
2. The contractor will be required to address any concerns about the system operation and recommend the most efficient and economical solution to the City.
3. The contractor will be required to ensure equipment is operating to expected industry standards.
4. The contractor will be required to inform the City of the life expectancy of existing equipment to allow for budgeting and replacement of equipment.
5. The contractor will provide the City with an emergency contact and be able to respond 24/7.
6. The contractor shall provide if available discounts on parts and labor for scheduled or unscheduled maintenance repairs.

The proposal submitted will be for full service and shall include all labor and materials to maintain, repair and replace all HVAC equipment.

Attach and include your recommended maintenance proposals with your submittal.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

a. 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.

b. 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 SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate.

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

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:

a. The SERVICE PROVIDER'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 excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.

b. The SERVICE PROVIDER'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.

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

Verification of Coverage. SERVICE PROVIDER 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 SERVICE PROVIDER before commencement of the work.

FORM #1 CONTRACTOR QUALIFICATION CERTIFICATE

(Form to be submitted with RFP)

GENERAL COMPANY INFORMATION

COMPANY NAME _____

ADDRESS

_____

_____

OWNER NAME _____

CONTACT PERSON'S NAME AND TITLE _____

E-MAIL _____

MINIMUM QUALIFICATIONS:

1. OPEN WASHINGTON STATE DEPARTMENT OF REVENUE BUISNESS LICENSE # (UBI);
2. ACTIVE WASHINGTON STATE CONTRACTOR LICENSE #;
3. CURRENT EMPLOYMENT SECURITY #;

VERIFY THE FOLLOWING

4. CHOOSE ONE:

   - o Proposer has current industrial insurance coverage for employees working in Washington; or
   - o Proposer is not required to have industrial insurance coverage for employees working in Washington as required by Title 51 RCW.

5. CHOOSE ONE:

   - o Proposer has not been disqualified or debarred from bidding on any federal or state bidding; or
   - o Proposer has been disqualified or debarred from bidding on any federal or state bidding;

   Explain:

ADDITIONAL QUALIFICATIONS:

6. NUMBER OF YEARS IN BUSINESS UNDER CURRENT COMPANY NAME/LICENSE #_____
7. NUMBER OF EMPLOYEES IN YOUR COMPANY _____

8. EXPERIENCE WORKING WITH MUNICIPALITIES

_____
_____
_____
_____
_____

9. PLEASE LIST EXPERIENCE OF "KEY PERSONNEL" THAT WILL BE ASSIGNED TO SUPERVISE OR WORK ON CITY CONTRACTED SITE:

10. PLEASE DESCRIBE CURRENT SCREENING PROCESS FOR HIRING EMPLOYEES:

11. PLEASE DESCRIBE CURRENT EMPLOYEE TRAINING AND/OR RELEVANT CERTIFICATIONS:

12. LIST YOUR COMPANIES RECENT EXPERIENCE IN REQUESTED SERVCIES:

REQUIREMENTS AFTER CONTRACT AWARD

If awarded a contract, Contractor agrees to comply with and obtain the following requirements:

Provide a Certificate of Insurance with the City of Oak Harbor listed as an additional insured showing coverage amounts that meet or exceed the requested standard requirements (see ATTACHMENT "B").

Each Contractor, and each employee, must sign an affidavit allowing the City of Oak Harbor to conduct a criminalbackground investigation for any employee working on City property.

Obtain a City of Oak Harbor Business license.

Provide City with Statement of Intent to Pay Prevailing Wages prior to first payment.

Provide the City of Oak Harbor with a completed and signed Professional Services Agreement.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

Authorized Signature: _____ Date:_____

Printed Name: _____

Title: _____

RFP PROPOSAL FORM

TO: City of Oak Harbor

FROM: Company Name: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE, EMAIL & FAX NUMBER: _____

SUBMITTAL REQUIREMENTS CHECKLIST:

1. Copies of licenses and training certificates for key personnel who would be assigned to the contract.
2. A completed and signed Form #1 Contractor Qualification Certificate
3. A completed and signed RFP Proposal Form
4. A completed and signed Cost Proposal Form
5. A completed and signed Non-Collusion Certificate

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverage's or is willing to obtain, at our cost, the necessary coverage's required.

_____ _____

Authorized Signature Date

_____

Title

COST PROPOSAL FORM

Please provide lump sum amounts for each of the following:

2012 Total $ _____
Duration-April-December

2013 Total $ _____

Option to renew:

2014 Total $_____

NON-COLLUSION CERTIFICATE

STATE OF

ss.

COUNTYOF

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for consideration in the award of a contract on the improvement described as follows:

_____

Name of Company

_____

Title

_____

Sworn to before me this day of 2012 _____

Notary Public

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this _____ day of _____, 2012, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and _____, hereinafter referred to as the "SERVICE PROVIDER".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

The Project shall begin on _____, 2012, and shall be completed no later than _____, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

3.2 No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

3.3 The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement as follows:_____

4. Reports and Inspections.

4.1 The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to

any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Service Provider Employees/agents.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE PROVIDER may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 SERVICE PROVIDER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the SERVICE PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

7.2 For purposes of this indemnification and hold harmless agreement, the SERVICE PROVIDER waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

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

8.1 Minimum Scope of Insurance. SERVICE PROVIDER shall obtain insurance of the types described below:

a. 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.

b. 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 SERVICE PROVIDER'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability Insurance appropriate to the SERVICE PROVIDER'S profession.

8.2 Minimum Amounts of Insurance. SERVICE PROVIDER shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate.

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

8.3 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:

a. The SERVICE PROVIDER'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 excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.

b. The SERVICE PROVIDER'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.

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

8.5 Verification of Coverage. SERVICE PROVIDER 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 SERVICE PROVIDER before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. Compliance with Laws.

10.1 The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, 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; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the SERVICE PROVIDER. Upon such termination for convenience, the CITY shall pay the SERVICE PROVIDER for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE

PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:	SERVICE PROVIDER:
CITY OF OAK HARBOR	[Name and address]
865 SE Barrington Drive	
Oak Harbor, WA 98277	
_____	_____
Scott Dudley, Mayor	

Attest:

_____

Connie Wheeler, City Clerk

City of Oak Harbor
City Council Agenda Bill

Bill No. CA 41
Date: MARCH 6, 2012
Subject: Approval of Accounts Payable Vouchers

FROM: **Doug Merriman, Finance Director**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Bill Hawkins, City Attorney, as to form

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.

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149198	2/24/2012	0005790 DECEPTION PASS STATE PARK	022112		PERMIT FEE	250.00
					Total :	**250.00**
149199	2/24/2012	0005469 MARRIOTT WARDMAN PARK HOTEL	021612		HOTEL ACCOMMODATIONS/SEVER	1,710.66
					Total :	**1,710.66**
149200	2/24/2012	0005469 MARRIOTT WARDMAN PARK HOTEL	021612A		HOTEL ACCOMMODATIONS/HIZON	1,710.66
					Total :	**1,710.66**
149201	2/24/2012	0005469 MARRIOTT WARDMAN PARK HOTEL	021612B		HOTEL ACCOMMODATIONS/CAMPE	1,710.66
					Total :	**1,710.66**
149202	2/24/2012	0005469 MARRIOTT WARDMAN PARK HOTEL	021612C		HOTEL ACCOMMODATIONS/MUNNS	566.00
					Total :	**566.00**
149203	2/24/2012	0006670 OMNI SHOREHAM	021612		HOTEL ACCOMMODATIONS/MUNNS	566.00
					Total :	**566.00**
149204	2/29/2012	0006157 AHBL, INC	0210351.30		2011 PROF SVC/OAK HARBOR SMF	1,949.83
					Total :	**1,949.83**
149205	2/29/2012	0000029 ALL PHASE ELECTRIC SUPPLY	0952-599382		LAMP	10.57
					Total :	**10.57**
149206	2/29/2012	0001609 ALL QUALITY STITCHES	12		SHIRTS/SWEATSHIRTS/HATS	2,032.54
			13		JACKETS/SHIRTS/CAPS	705.56
					Total :	**2,738.10**
149207	2/29/2012	0005004 ANDERSON, DAVID	TRAVEL ADVANCE		TRAVEL ADVANCE	107.00
					Total :	**107.00**
149208	2/29/2012	0000046 APPLIED INDUSTRIAL	40780386		NORMAL DUTY PILLOW BLOCK	367.32
					Total :	**367.32**
149209	2/29/2012	0004019 ASSOCIATED PETROLEUM PRODUCTS	0273830-IN		FUEL	5,175.02
					Total :	**5,175.02**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149210	2/29/2012	0000065 AVOCET ENVIRONMENTAL TESTING	1200516-IN		TESTING SERVICES	100.00
					Total :	**100.00**
149211	2/29/2012	0000094 BERG VAULT COMPANY	52458		FRAME/GRATE	822.32
			52526		CONCRETE LID/STEEL INSERT	347.32
					Total :	**1,169.64**
149212	2/29/2012	0000103 BLADE CHEVROLET, INC	434257		FEB 2012/VEHICLE RENTAL	425.00
			434258		JAN 2012/VEHICLE RENTAL	425.00
					Total :	**850.00**
149213	2/29/2012	0000109 BLUMENTHAL UNIFORMS	913763-80		FLASHLIGHTS	17.39
			913763-81		FLASHLIGHT HOLDER	-27.12
			920716		PANTS/RODNEY	173.92
			922727		EAR MOLDS	74.37
			922836		METHAMPHETAMINE TESTS	295.12
					Total :	**533.68**
149214	2/29/2012	0005930 BOTACH TACTICAL	86848		MASK POUCH	297.00
					Total :	**297.00**
149215	2/29/2012	0000131 BROADVIEW APPLIANCE	30361		REFRIGERATOR REPAIR	97.78
					Total :	**97.78**
149216	2/29/2012	0006677 BUELL REALTIME REPORTING, LLC	17364		TRANSCRIPT	506.00
					Total :	**506.00**
149217	2/29/2012	0001235 CARROT-TOP INDUSTRIES	CI1205337		FLAG	516.66
					Total :	**516.66**
149218	2/29/2012	0000150 CASCADE NATURAL GAS	36624000000		NATURAL GAS/FIRE STATION	1,317.69
			80434000008		NATURAL GAS/CITY SHOP	1,849.41
			90134000000		NATURAL GAS/ADULT CARE CENTI	54.84
					Total :	**3,221.94**
149219	2/29/2012	0000167 CHEVRON AND TEXACO BUSINESS	562311		FUEL	21.29
					Total :	**21.29**

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149220	2/29/2012	0000179 CLERKS PETTY CASH	022312		PETTY CASH	134.12
					Total :	**134.12**
149221	2/29/2012	0006397 COMPETITOR GROUP, INC	54135		ADVERTISING	550.00
					Total :	**550.00**
149222	2/29/2012	0000197 CONCRETE NORWEST	787734		DUMP FEE	32.61
			788185		CONCRETE	797.86
					Total :	**830.47**
149223	2/29/2012	0000202 COREY OIL COMPANY	69499		FUEL	36.16
					Total :	**36.16**
149224	2/29/2012	0003065 COVENANT JANITORIAL	1335634		JANITORIAL SERVICE	3,465.40
					Total :	**3,465.40**
149225	2/29/2012	0006204 CRA PAYMENT CENTER	FIN CHRG		FIN CHRG	4.91
					Total :	**4.91**
149226	2/29/2012	0000175 DUNN-TERRY, ROXANN	EXP REIMB		EXP REIMB	5,558.00
					Total :	**5,558.00**
149227	2/29/2012	0000257 DUTCH MAID CLEANERS	022912		FEB 2012/CLEANING SERVICES	667.46
					Total :	**667.46**
149228	2/29/2012	0000283 ENTENMANN-ROVIN COMPANY	0078277-IN		DOME BADGES	177.40
					Total :	**177.40**
149229	2/29/2012	0002900 FASTENAL	WAOAK10918		DMNDBLD	72.08
					Total :	**72.08**
149230	2/29/2012	0006093 FRAZIER SURVEYING, LLC	36		2012 SURVEYING	7,225.00
					Total :	**7,225.00**
149231	2/29/2012	0000355 FRONTIER	206-1721		CURRENT PHONE CHARGES	281.98
			240-0614		CURRENT PHONE CHARGES	90.76
			675-1572		CURRENT PHONE CHARGES	58.58
			675-2111		CURRENT PHONE CHARGES	64.33

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149231	2/29/2012	0000355 FRONTIER	(Continued)			
			675-3121		CURRENT PHONE CHARGES	58.58
			675-4296		CURRENT PHONE CHARGES	112.16
			675-6794		CURRENT PHONE CHARGES	53.82
			679-8702		CURRENT PHONE CHARGES	64.48
			770-2694		CURRENT PHONE CHARGES	40.11
			770-2715		CURRENT PHONE CHARGES	31.50
					Total :	**856.30**
149232	2/29/2012	0000326 FRONTIER BUILDING SUPPLY	58868		LUMBER/SCREWS/BRACKETS	94.24
					Total :	**94.24**
149233	2/29/2012	0000325 FRONTIER FORD	086491		PAD/COVER	632.32
					Total :	**632.32**
149234	2/29/2012	0006672 GAFFNEY, ROY	021712		ANIMAL LICENSE OVERPAYMENT	10.00
					Total :	**10.00**
149235	2/29/2012	0002767 GATEWAY CONTROLS, INC	2012733		DOOR REPAIR	308.71
					Total :	**308.71**
149236	2/29/2012	0002940 GRAY & OSBORNE, INC	10503.00-22		2012 PROF SVC/NORTH RESERVO	7,448.09
					Total :	**7,448.09**
149237	2/29/2012	0000999 GRCC/WW	117382		REGISTRATION/TYHUIS	360.00
					Total :	**360.00**
149238	2/29/2012	0004974 GREEN LIGHT SOLUTIONS	8157		MAINTENANCE/INSPECTIONS	940.00
					Total :	**940.00**
149239	2/29/2012	0002747 GUARDIAN SECURITY	JC32278		SECURITY SYSTEM INSTALLATION	461.43
					Total :	**461.43**
149240	2/29/2012	0000382 HELTSLEY, RAY	EXP REIMB		EXP REIMB	103.00
					Total :	**103.00**
149241	2/29/2012	0001251 HEWLETT-PACKARD COMPANY	50781607		COMPUTERS	936.49

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149241	2/29/2012	0001251 0001251 HEWLETT-PACKARD COMPANY (Continued)			Total :	936.49
149242	2/29/2012	0003095 HOME DEPOT CREDIT SERVICES	1033851		POST CAP	18.57
			1033916		POST CAP	1.80
			1033941		RESPIRATOR/WAND/GUN	76.01
			20166		2X4 PCA PNL	29.26
			2024688		3/4X6-6 CDR	25.71
			2024757		3/4X6-6 CDR/2X4-8 PT/CS	24.25
			2044963		RVL/IMPREGNATOR/EZ SEAL	51.00
			3024524		2PK ALTO	19.51
			4022028		ROOF EDGE/CEDAR	98.71
			43879		ARMAFLEX TPE	17.07
			50094		SPRAYER	23.86
			5021734		2X6-8 HF	18.49
			50605		CLAW HAMMER/STA 8OZ	63.20
			50962		REPL LENS/CEIL GRID	89.97
			6023688		40CEMPAT	31.19
			6044518		TOOL HOLDERS	97.55
			6571879		SOLDER/TUBING/TAPE	17.67
			7044343		TREAD TAPE	21.72
			7093666		RY 2.6OZ	6.47
			8023305		2X4-10 HF/PTN3S1	21.31
			8023358		STRAP/HAMMER SET	11.26
			9020233		CEMPAT	46.77
			9020323		STAKES/STAPLES	45.01
			9020325		3/4INCTBNDR	46.64
			9051040		STAPLES	7.01
			94190		REPL LENS	-8.57
					Total :	901.44
149243	2/29/2012	0000627 HSBC BUSINESS SOLUTIONS	138116914211		SUPPLIES	512.19
			141835124211		SUPPLIES	910.69
			178276224211		SUPPLIES	616.16
					Total :	2,039.04
149244	2/29/2012	0006675 HYDRO TECH INTERNATIONAL	20164		CAMERA RETRIEVAL	643.50
					Total :	643.50

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149245	2/29/2012	0006671 ISLAND CAMPUS CAFE	022112		CATERING SERVICES	277.30
					Total :	**277.30**
149246	2/29/2012	0006676 J&I ASSOCIATES	1379		SPOT SPRAYER/GPS/HOSE REEL	10,374.33
					Total :	**10,374.33**
149247	2/29/2012	0006362 KBA, INC	3000487		JAN 2012/PROF SVC/SE PIONEER \	6,972.45
					Total :	**6,972.45**
149248	2/29/2012	0000477 KESSELRING'S	32083		WEAPON PARTS	32.61
					Total :	**32.61**
149249	2/29/2012	0000494 LAKESIDE INDUSTRIES	5100882MB		ASPHALT	317.18
					Total :	**317.18**
149250	2/29/2012	0005959 LANGABEER & TULL, PS	3008264		2012/PROF SVC NAVY PIPELINE	527.25
					Total :	**527.25**
149251	2/29/2012	0000950 LICENSING, WASHINGTON STATE DEP	021412		CONCEALED WEAPON PERMITS	396.00
					Total :	**396.00**
149252	2/29/2012	0001909 LONG, JAY	1		TRIP REIMBURSEMENT	117.00
					Total :	**117.00**
149253	2/29/2012	0000522 LUEHR, TOM	1		TRIP REIMBURSEMENT	96.00
					Total :	**96.00**
149254	2/29/2012	0000660 MARKET PLACE FOOD & DRUG	263946		GROCERIES	172.95
			314027		GROCERIES	29.19
					Total :	**202.14**
149255	2/29/2012	0002871 MASTER METER, INC	0197143-IN		REPLACEMENT HEADS	24,348.80
					Total :	**24,348.80**
149256	2/29/2012	0000040 MATRIX	607921680		LONG DISTANCE	432.85
					Total :	**432.85**
149257	2/29/2012	0006028 MCI COMM SERVICE	679-3902		LONG DISTANCE	37.60

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Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149257	2/29/2012	0006028	0006028 MCI COMM SERVICE	(Continued)		Total :	37.60
149258	2/29/2012	0003904	MEMPHIS NET & TWINE CO, INC	58315		BASEBALL BACKSTOP	895.30
						Total :	895.30
149259	2/29/2012	0000538	MID AMERICAN RESEARCH CHEMICAL	0461867-IN		CONTACT CLEANER/GREASE/LUBI	410.41
						Total :	410.41
149260	2/29/2012	0005445	MONTOYA, MATTHEW J	71		FEB 2012/PUBLIC DEFENSE	5,500.00
						Total :	5,500.00
149261	2/29/2012	0000633	NORTH SOUND BUSINESS SYSTEMS	8806		505X HP	230.44
						Total :	230.44
149262	2/29/2012	0005767	NORTHWEST RUNNER MAGAZINE	3517		ADVERTISING	725.00
						Total :	725.00
149263	2/29/2012	0000672	OAK HARBOR ACE	199005		QUICK LINK	9.07
				199119		HOIST	43.47
				199140		GRIND	13.01
				199162		GRIND	8.67
				199186		TAPE/WIRE	85.48
				199318		PEDESTAL FAN	24.99
				199327		FASTENERS	3.42
				199329		CAULK	10.83
				199341		GROUT/PAINTBRUSH	9.85
				199346		CAULK	2.71
				199388		SPONGE/GROUT/PAINTBRUSH	23.85
				199426		NIPPLE/BALL VALVE	46.70
				199481		PAINTBRUSH	3.00
				199490		BATTERIES	14.12
				199506		GRIND	4.34
				199511		CAULK/GRIND	7.04
				199512		SPRAYER/BRUSH/HANDLE	13.66
				199533		PAINT/MASKING TAPE/PAINTBRUSI	39.78
				199534		COUNTERS/FASTENERS	6.71
				199594		EMERY WHEEL/GRIND/HANDLE	13.34
				199608		DREMEL CARD	4.34

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Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149263	2/29/2012	0000672	0000672 OAK HARBOR ACE	(Continued)		Total :	388.38
149264	2/29/2012	0000668	OAK HARBOR AUTO CENTER	001-118215		PINTLE MOUNT	113.86
				001-121654		EXTENDED LIFE	189.71
				001-121836		HARDWARE	25.30
				001-122021		BELTS	77.23
				001-122027		FILTERS	75.46
				001-122028		FILTERS	20.71
				001-122031		FILTERS	12.66
						Total :	514.93
149265	2/29/2012	0003007	OFFICE DEPOT	597842344001		DUSTER	13.67
						Total :	13.67
149266	2/29/2012	0000665	OFFICEMAX, INC	069242		LASER PRESENTATION REMOTE	43.47
				093973		LASER PRESENTATION REMOTE	-43.47
				645097		PAPER	1,319.62
						Total :	1,319.62
149267	2/29/2012	0005867	PACIFIC POWER BATTERIES	16059125		BATTERIES	323.91
						Total :	323.91
149268	2/29/2012	0006674	PARKFORMS, LLC	4300		SKATE GUARDS	1,443.54
						Total :	1,443.54
149269	2/29/2012	0001349	PARTNER CONSTRUCTION PRODUCTS	3839		OIL/FILTER	254.79
						Total :	254.79
149270	2/29/2012	0005069	PROFORCE LAW ENFORCEMENT	131356		DIGITAL POWER MAG	232.24
						Total :	232.24
149271	2/29/2012	0000743	PUGET SOUND ENERGY	1055170003		ELECTRICITY/STREET LIGHTS	12,968.37
				1306441112		DISCONNECT/RECONNECT 415 SE	429.00
				5839160008		ELECTRICITY/DISPOSAL PLANT	4,245.44
				6969160008		ELECTRICITY/PUMP STA AULT FLD	596.60
				8639451007		ELECTRICITY/1301 SE CATALINA DI	34.61
						Total :	18,274.02

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Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
149272	2/29/2012	0000753	RADIOSHACK	010680		PLUGS	6.94
						Total :	**6.94**
149273	2/29/2012	0000960	REVENUE, WASHINGTON STATE DEPT	022312		JAN 2012/SALES/USE TAX	42,524.80
						Total :	**42,524.80**
149274	2/29/2012	0002508	RINEY PRODUCTION SERVICES	10-690		TAPING SERVICES	2,056.97
						Total :	**2,056.97**
149275	2/29/2012	0003782	SHARP ELECTRONICS CORPORATION	C739203-701		JAN 2012/MAINTENANCE CONTRA(	2.67
						Total :	**2.67**
149276	2/29/2012	0005444	SIERRA, GEORGINA D	022812		FEB 2012/PUBLIC DEFENSE	2,500.00
						Total :	**2,500.00**
149277	2/29/2012	0000831	SIX ROBBLEES', INC	14-246200		CONT VALVE	15.00
				14-246201		WORKLAMP	126.40
				14-246202		WORKLAMP	126.40
						Total :	**267.80**
149278	2/29/2012	0000835	SMILEYS INC	270905		STRESS PROOF	120.89
						Total :	**120.89**
149279	2/29/2012	0000851	SPRINT	694209817-051		CURRENT CELL CHARGES	843.91
						Total :	**843.91**
149280	2/29/2012	0003883	STAPLES BUSINESS ADVANTAGE	3169397382		HOLDER	32.00
				3169397383		BATTERIES	22.38
				3169397384		INK	80.85
				3169397385		COPYHOLDER	21.28
				3169397386		RIBBON/MOUSE	25.66
				3169397387		CLEANER	208.90
				3169397388		MOUSE	47.46
				3169397389		MEMORYCARD	20.66
				3169725365		DUSTER	71.55
				3169725366		CLEANER	15.03
				3169725367		STAPLER/PEN/MARKERS	31.61
				3169725370		EXTENSION CABLE	32.59

153

Bank code : bank

Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
149280	2/29/2012	0003883	STAPLES BUSINESS ADVANTAGE	(Continued)				
				3169725375		CHAIRMAT		66.93
							Total :	**676.90**
149281	2/29/2012	0006460	STATEWIDE RENT-A-FENCE, INC	23567		PANELS		114.51
							Total :	**114.51**
149282	2/29/2012	0000863	STERKEL, TIMOTHY	EXP REIMB		EXP REIMB		246.67
							Total :	**246.67**
149283	2/29/2012	0003749	STUMP, PATRICK L	1		TRIP REIMBURSEMENT		78.00
							Total :	**78.00**
149284	2/29/2012	0006673	SUMMIT SAFETY SHOES	103514		BOOTS		1,425.94
							Total :	**1,425.94**
149285	2/29/2012	0000874	SURETY PEST CONTROL	313258		PEST EXTERMINATION		43.48
							Total :	**43.48**
149286	2/29/2012	0000913	TYHUIS, RICHARD	TRAVEL ADVANCE		TRAVEL ADVANCE		248.50
							Total :	**248.50**
149287	2/29/2012	0004903	US BANK	4485591000304067		CREDIT CARD PURCHASES		1,828.81
							Total :	**1,828.81**
149288	2/29/2012	0000930	USPS FEE RENEWALS	022312		PERMIT RENEWAL/#29		190.00
							Total :	**190.00**
149289	2/29/2012	0000934	UTILITIES UNDERGROUND LOCATION	2010161		JAN 2012/LOCATES		58.00
							Total :	**58.00**
149290	2/29/2012	0000932	VERIZON WIRELESS	1055385263		INTERNET SETUP/SERVICE		71.70
							Total :	**71.70**
149291	2/29/2012	0003639	VP CONSULTING, INC	00009725		LASERFICHE SOFTWARE ASSURA		2,293.57
							Total :	**2,293.57**
149292	2/29/2012	0001000	WHIDBEY AUTO PARTS, INC.	128734		THROTTLE POS		56.22

154

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
149292	2/29/2012	0001000 0001000 WHIDBEY AUTO PARTS, INC.	(Continued)		Total :	56.22
149293	2/29/2012	0000675 WHIDBEY COMMUNITY PHYSICIANS	010512		PHYSICAL/ROBBINS	26.25
			010512A		PHYSICAL/ROBINSON	26.25
			627051		PHYSICAL/MATTHEWS	210.00
					Total :	262.50
149294	2/29/2012	0001017 WHIDBEY PRINTERS	45256		FIRE & LIFE SAFETY INSPECTION I	352.19
					Total :	352.19
149295	2/29/2012	0001037 WORK OUTFITTERS	49760		BOOTS/P VELASQUEZ	221.77
					Total :	221.77
149296	2/29/2012	0002826 YOUTH'S SAFETY COMPANY	122807		CHILDREN'S BADGES	254.48
					Total :	254.48

99 Vouchers for bank code : bank — Bank total : 190,036.35

99 Vouchers in this report — Total vouchers : 190,036.35

155

City of Oak Harbor
City Council Agenda Bill

Bill No. 5
Date: March 6, 2012
Subject: Fire Chief Confirmation

FROM: **Steve Powers** RSP
Interim City Administrator
Jessica Neill Hoyson
HR Manager

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, Acting City Attorney, as to form

PURPOSE

This agenda bill presents the Mayor's selection of Mr. Ray Merrill for appointment as the next Oak Harbor Fire Department Chief.

AUTHORITY

RCW 35A.11.020

Powers vested in legislative bodies of noncharter and charter code cities.

The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people:

OHMC Fire Chief 2.44.010 Appointment.

The position of fire chief should be an appointive office. The fire chief shall be appointed by the mayor, subject to the approval of the appointment by the council, and he serves at the pleasure of the mayor. (Ord. 505 § 1, 1978).

FISCAL IMPACT DESCRIPTION

Funds Required: $_____N/A_____
The appointment itself does not have a fiscal impact. Approval of the employment contract (scheduled as a separate agenda item) does have a fiscal impact. Funds for the contract are available in the 2012 budget.

Appropriation Source: _____

City of Oak Harbor
City Council Agenda Bill

SUMMARY STATEMENT

In January 2012 the City began a search for the Fire Chief. Eight applications were received for this position. Of the eight applicants, four were chosen to participate in an interview panel. The panel consisted of one representative from City Council, one representative from the Fire Department and an external Fire Chief from another jurisdiction. The panel recommended two applicants for the next step in the hiring process, which were interviews with the Mayor. After interviewing both candidates, and conferring with the panel members, the Mayor selected Ray Merrill to serve as the City of Oak Harbor's next Fire Chief.

STANDING COMMITTEE REPORT

This item has not been presented at any standing committee meetings.

RECOMMENDED ACTION

Confirm the appointment of Ray Merrill as Oak Harbor Fire Department Chief.

ATTACHMENTS

None

City of Oak Harbor
City Council Agenda Bill

Bill No. 6
Date: March 6, 2012
Subject: Fire Chief Employment Contract

FROM: **Steve Powers** RSP
Interim City Administrator
Jessica Neill Hoyson
HR Manager

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
Scott Dudley, Mayor
Doug Merriman, Finance Director
Bill Hawkins, Acting City Attorney, as to form

PURPOSE

This agenda bill presents the employment contract with Mr. Ray Merrill as the City's Fire Chief.

AUTHORITY

RCW 35A.11.020

Powers vested in legislative bodies of noncharter and charter code cities.

The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people:

FISCAL IMPACT DESCRIPTION

Funds Required: $Additional funds are not required as this position was budgeted as part of the 2012 budget. The total annual cost for this contract in compensation and benefits is $135,731.28.

Appropriation Source: Fund 001/General Fund

SUMMARY STATEMENT

The Mayor, with the advisement of Human Resources recommends the attached employment contract for Mr. Ray Merrill. Mr. Merrill's employment will begin April 1, 2012 and would continue indefinitely unless Mr. Merrill's employment is terminated by either party.

The proposed contract specifies conditions of employment and sets working conditions for the Oak Harbor Fire Department Chief including but not limited to:

- **Salary**: Starting base salary $101,292 annually, with a provision for annual cost of living adjustments.
- **City Provided Vehicle**: Due to the nature of the work done by the Fire Chief the City will provide a vehicle for his use.
- **Vacation**: Mr. Merrill will begin with a bank of 80 hour of vacation. Mr. Merrill with also be given service credit for previous years worked and will accrue vacation at a rate equal to his accrual rate at the time of his separation from employment with the City in the amount of 199.2 hours per year.
- **Sick**: Mr. Merrill will begin with a bank of 40 hours of sick leave and accrue an additional 8 hours a month.
- **Clothing Allowance:** Annual clothing allowance in an amount equal to the Oak Harbor Firefighters allowance.
- **Severance Package**: Severance pay for at-will termination in the amount of 6 months' salary. No severance pay for termination by resignation or for cause.
- **Other Benefits**: Same as provided for general City employees, including but not limited to, retirement and medical and dental insurance.

STANDING COMMITTEE REPORT

This item has not been presented at any standing committee meetings.

RECOMMENDED ACTION

Approve the Fire Chief Employment Contract with Ray Merrill and authorize the Mayor to sign.

ATTACHMENTS

Employment contract for Mr. Ray Merrill

EMPLOYMENT CONTRACT
Chief of Oak Harbor Fire Department

THIS AGREEMENT effective April 1, 2012, by and between the City of Oak Harbor, hereinafter referred to as "City", and Ray A. Merrill, hereinafter referred to as "Fire Chief".
WHEREAS, the Fire Chief has been selected by the Mayor through a competitive process to undertake the duties of the position of Fire Chief, and

WHEREAS, the majority of department heads employed by the City serve pursuant to employment contracts, and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions for the position of Fire Chief and, in doing so, to provide inducement to the Fire Chief to remain in this position, and

WHEREAS, the City Council has confirmed the Mayor's appointment of Ray A. Merrill as Fire Chief for the City of Oak Harbor, and

WHEREAS, the Fire Chief agrees to service in that capacity with terms and conditions specified as set forth below,

NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the terms and conditions hereinafter set forth, the parties agree as follows:

1. Employment. The City hereby employs the Fire Chief to serve in the regular position of Fire Chief for the City of Oak Harbor. The duties of said position shall be to perform all duties assigned to the position of Fire Chief as provided in the job description and the Oak Harbor Municipal Code, together with such other and further duties and special projects as may be assigned to the Fire Chief by the City's Mayor and/or City Administrator. The Fire Chief shall serve at the pleasure of the City's Mayor.

2. Duration of Employment. This Employment Agreement shall become effective on April 1, 2012, and shall continue indefinitely thereafter unless sooner terminated by the parties as provided in paragraphs 3 and 4 below.

3. "At Will" – Termination by the City. The Fire Chief shall at all times during his employment be considered an "At Will" employee, subject to termination by the City's Mayor at any time with or without cause. Nothing in this Agreement shall be construed other than an "At Will" employment relationship between the City and the Fire Chief and the Fire Chief expressly acknowledges that no contrary representations have been made by the City.

4. Resignation – Termination by the Fire Chief. The Fire Chief reserves the right to resign from employment at any time with or without cause. The Fire Chief agrees to give the City two (2) weeks' notice prior to the effective date of any such resignation.

5. Compensation: The Fire Chief shall be compensated for services rendered during the term of this Agreement as follows:

a. Base Salary. The Fire Chief shall receive a monthly salary of $8,441.00, at Range 59, step G. The rate of pay will be adjusted annually equal to the cost-of-living and/or cost-of-market increase given to the other Department Heads thereafter.

b. In the event that a salary and wage study is conducted, the Fire Chief position shall be included.

c. Benefits. The Fire Chief shall be entitled to an initial bank of forty (40) hours of sick leave as of the effective date of the Employment agreement and to accumulate eight (8) hours of sick leave per month thereafter. The Fire Chief is entitled to twelve paid holidays including one floating holiday of his choice. In addition, the Fire Chief shall receive a bank of eighty (80) hours of vacation as of the effective date of this employment agreement and thereafter shall be entitled to accrue vacation at the level reached during his previous employment with the City.

The Fire Chief shall also receive all other benefits provided by the City of Oak Harbor to regular employees as follows:

- Regence Blue Shield medical plan premium, paid for employee and 75% premium paid for spouse and dependent children*
- Washington Dental Service plan premium, paid for employee and 75% premium paid for spouse and children*
- Standard Insurance life insurance policy of $25,000 paid for employee only
- Enrollment in the Washington State Law Enforcement Officers and Fire Fighters Plan II which require varying contribution levels of your gross earnings, and the City's contribution.

The Fire Chief shall also be entitled to elect other voluntary benefit options as follows:

- Self-paid individual and/or family supplemental insurance coverage for Short-term Disability, Cancer Care, and Critical Illness
- Pre-tax deductions for Unreimbursed Medical expenses and/or Dependent Day Care
- Additional self-paid Voluntary Group Life Insurance
- Self-paid enrollment in his choice of two Deferred Compensation Plans

The Fire Chief shall also be entitled to the following Fire Chief specific benefits:

- The City agrees to provide a clothing allowance annually to the Fire Chief in the amount equivalent to the Oak Harbor Fire Department employees' allowance.

- The duties of the Fire Chief require unrestricted use of a vehicle at all times. The City shall provide a vehicle for the Fire Chief.

d. Timing of Monthly Payments – Deductions. All monthly payments of salary and benefits shall be made at the same time and on the same date as the City's regular payroll. All such monthly payments shall be subject to all required state and federal deductions, including income tax, social security, and any other deduction required and authorized by law. The City agrees to pay all employer contributions to FICA, worker's compensation, and similar programs as required by law.

6. The Fire Chiefs Work Schedule. The Fire Chief is a confidential, exempt employee for purposes of the Federal Fair Labor standards Act and as such shall not work a fixed forty hour per week schedule. The Fire Chief Director shall generally work at Oak Harbor Fire Deparment during regular business hours of the City, Monday through Friday, provided, that the Fire Chief shall receive time off for holidays according to the holiday schedule customarily observed by the City. The Fire Chief is also required to attend all meetings of the Oak Harbor City Council and such other Council Committee, City Board, Commission and staff meetings as requested by the Mayor or City Administrator or as required by the duties of the position.

7. Severance Package.

a. Severance for At Will Termination. In the event the Fire Chief's employment with the City is terminated for any reason other than those delineated in subparagraph (b) below, the City will provide the Fire Chief severance payment for a period of six months (6) months after the effective date of termination. The monthly amount shall be paid in accord with the same schedule as the regular City payroll, and shall be subject to the same mandatory deductions as the Fire Chief's salary was prior to termination.

i. Reference. The Fire Chief shall be entitled to an employment reference from the City, the language of which shall be agreed upon by the parties, provided, that in the event the parties cannot agree on the form of the reference, the City will provide only the dates of the Fire Chief's employment, the last position held, the last salary received, the fact that the Fire Chief is no longer employed by the City.

ii. Unemployment Benefits. The City will not oppose any unemployment benefit claims made by the Fire Chief.

b. Termination by Resignation or for Cause. The severance package provided for in subparagraph (a) above shall not be available to the Fire Chief if the termination of the Fire Chief's employment with the City is due to:

i. Resignation. The Fire Chief's voluntary resignation from employment. For purposes of this paragraph, "voluntary resignation" means a resignation of employment resulting from the free choice of the Fire Chief and not the result of a suggestion to resign in lieu of termination made by formal action of the Mayor or City Council or by the

creation of work conditions that are so difficult or unpleasant that a reasonable person in the Fire Chief position would feel compelled to resign;

ii. Misconduct. Criminal misbehavior, abuse of public office, or other gross misconduct, including, but not limited to, fraud, deceit, embezzlement, theft of funds or property, assault, or sexual, racial, or other harassment; or

iii. Job Performance. Insubordination, incompetence, inadequacy, or inefficiency of the Fire Chief in the performance of his official duties. Termination for reasons of job performance shall be supported or based upon progressive annual or semi-annual performance evaluations conducted by the Mayor.

c. Construction. The severance package provided in subparagraph (a) above shall not be construed as an extension of the Fire Chief's employment beyond the termination date. The Fire Chief shall not, during the period between the termination date and the end of the severance payments, accrue any additional sick leave, vacation, leave, or other benefit accorded active City employees.

9. The City agrees to pay the reasonable professional dues and subscriptions necessary for continuation, enrollment and full participation of continued education in the planning profession. In addition, the City may pay for membership in such other associations or organizations, and may reimburse the Fire Chief for attendance at annual conferences or the same and for such other professional development activities as the Mayor or City Administrator may approve and as may be annually budgeted by the City Council.

10. The City agrees to cover the Fire Chief on the City's liability insurance policies to the same extent as any regular employee of the City is covered for acts, errors, or omissions within the scope of employment. All such liability insurance coverage shall be provided at the City's sole cost and expense.

11. The City of Oak Harbor agrees to hold harmless and indemnify the Fire Chief from any and all costs, risk or liability associated with or arising out of acts or failures to act which are performed within the scope of his employment as the Fire Chief including the reasonable cost of legal defense by counsel appointed by the City or its insurance carrier, as applicable. This promise to indemnify shall exclude only criminal acts of the Fire Chief and acts or failure to act which would constitute an intentional tort or intentional wrongdoing knowingly committed by the Fire Chief without the express direction of the Mayor or City Administrator of the City of Oak Harbor. This promise to hold harmless and indemnify shall survive beyond the employment of the Fire Chief with the City of Oak Harbor in order that the Fire Chief shall be held harmless, indemnified and defended in the future for all acts taken as the Fire Chief subject to the limitations contained herein.

12. Severability. If any paragraph, sentence, clause or phrase of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, said invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, clause or phrase, and to that end the terms and conditions set forth in this Agreement shall be severable.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the terms and conditions of the Fire Chief's employment by the City and no other agreements or understandings, oral or otherwise, exist or shall be deemed binding upon the parties. The Agreement may be amended only by a written instrument duly executed by both parties.

Dated this _____ day of _____, 2012.

For the City of Oak Harbor:

_____
D. Scott Dudley, Mayor

_____
Ray A. Merrill
Chief of the Oak Harbor Fire Department

Attest:

_____
Connie Wheeler, City Clerk

City Attorney:

_____
William H. Hawkins

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City of Oak Harbor
City Council Agenda Bill

Bill No. 7
Date: March 6, 2012
Subject: Solid Waste Transfer/Recycling Station Request for Proposals

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
SP Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
WHH William H. Hawkins, City Attorney, as to form

PURPOSE

The City of Oak Harbor wishes to build a Solid Waste/Recycling Transfer Station. Staff proposes to issue a Request for Proposals (RFP) in order to contract with an Engineering firm which will assist City staff with the process of locating, designing and permitting of a Solid Waste/Recycling Transfer Station.

AUTHORITY

Oak Harbor Municipal Code 2.310.050 states:

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 $30,000 shall require approval by the city council. Contracts for professional services under $30,000 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: $1,000

Appropriation Source: Solid Waste Fund (403)

City of Oak Harbor
City Council Agenda Bill

SUMMARY STATEMENT

The attached draft Request for Proposals sets forth the minimum qualifications for firms interested in performing the work and requires submittal of a proposal to the City in which the qualifications of the respondent are described.

After the submittal date, the proposals and qualifications of the respondents will be reviewed and ranked by staff. If desired, the Council could direct that a committee comprised of staff, Councilmembers and possibly community members be formed for the review and ranking of the proposals. Based on the rankings, the proposal best matching the needs of the City will then be presented to the City Council for consideration and award of a contract.

If so authorized, staff will publish the appropriate notices in the Whidbey News Times and Daily Journal of Commerce making the attached Request for Proposals open for response. The cost of publication of these types of notices is typically around $1,000. The cost for the publication will be funded through the existing Solid Waste Division budget.

The cost for Engineering services is not included in the 2012 Solid Waste budget. A funds authorization will be required prior to award of a contract.

STANDING COMMITTEE REPORT

This item was presented to the Public Works Standing Committee on February 2, 2012.

RECOMMENDED ACTION

Authorize staff to proceed with issuing a Request for Proposals (RFP) to contract with an Engineering firm which will assist City staff with the process of locating, designing and permitting of a Solid Waste/Recycling Transfer Station.

ATTACHMENTS

Draft RFP

CITY OF OAK HARBOR

REQUEST FOR PROPOSALS (RFP)

SOLID WASTE AND RECYCLING TRANSFER STATION PRELIMINARY ENGINEERING AND FACILITY PLAN

INTRODUCTION

The City of Oak Harbor (hereinafter the "City") has issued a request for proposals (RFP) from interested firms to prepare a preliminary engineering design and facility plan for a new Solid Waste and Recycling Transfer Station to serve the Oak Harbor Urban Growth Area (UGA) in Island County. The project proposes to construct a single covered building on City property that can be used to load solid waste into 76-foot semi-trailers. The building would also include an area to bale and load co-mingled recyclables into similar type trailers.

BACKGROUND

The City currently hauls solid waste to Island County and recycling to Island Disposal. Both facilities are located two miles south of Coupeville on Whidbey Island, approximately 14 miles from the proposed transfer station site. The City has five trucks (one front load, two automated side arm, and two recycle automated side arm) that travel to Coupeville Monday through Friday. The City produces approximately 632 tons of solid waste (at $109.00 per ton) and 100 tons of recycling (at $45.00 per ton) each month.

The City has a contract with Island County to provide transport and disposal of solid waste and a Solid Waste and Moderate-Risk Waste Management Plan that ends in December 2012. The City is not contemplating termination of this contract at this time. The main goal for the City is to reduce transportation and handling costs, which will in turn reduce traffic and the City's carbon footprint.

The objective of this RFP is to obtain the services of a qualified firm to prepare a Technical Memorandum recommending a preliminary location, design and operation of the Solid Waste Transfer Station facility and an **approved** Facility Plan in compliance with WAC 173-350-310.

SCOPE OF WORK EXPECTATIONS

The selected firm should anticipate that the scope of work for this project will include consideration of the following:

1. Evaluation of preliminary facility location and any additional site recommendations developed by the consultant;
2. Preparation of all necessary permits to construct and operate the facility;
3. Planning for 20-year life cycle cost for options and variations;
4. Construction and project scheduling;
5. Development of project financing options, including bond planning and assistance in bond issue preparation and assistance in identifying possible grant and or loan opportunities;
6. Provide continuing consultation through oral and written communication on all matters relating to the project;

7. Provide monthly progress reports to the City and participate in presentations before the City Council and other public bodies as requested; and
8. Submit monthly billings detailing hours expended by specific consultant personnel, by task and subtask.

The selected firm will be expected to incorporate standard components and characteristics of a Transfer Station into the facility plan documents. These features include, but are not limited to the following:

1. Short and long term demand estimates and population based projections;
2. Fire protection needs;
3. Internal and external scales;
4. Staffing plans;
5. Sufficient lighting;
6. Power demands;
7. Maintenance and operations planning;
8. Compliance with DOE, OSHA and Health Department regulations and permitting requirements;
9. Sound control;
10. Drainage system;
11. Litter control;
12. Security;
13. Equipment needs;
14. Odor control;
15. Restrooms/meeting room;
16. Vector control; and
17. Redundancy and emergency response planning.

PROPOSAL REQUIREMENTS

Excessively elaborate or lengthy proposals are not desired. Proposals should be limited to no more than twenty (20) single sided pages. The proposal should be accompanied by a brief introductory letter stating your firm's interest in the project. The cover letter should be limited to no more than two single sided pages.

The proposal should contain the following elements:

A. **Project Approach.** Provide a clear concise statement of the general approach to be undertaken on the project.

B. **Scope of Work Task Breakdown.** Based on the generalized scope of work outlined above, provide a step by step breakdown of the tasks and subtasks to be performed for both the preliminary engineering and facility plan components of the project. Any tasks or subtasks that you assume to be accomplished by City staff and the general level of participation expected from the City should also be identified and included as tasks or subtasks.

C. **Level of Effort:** The Consultant shall prepare a separate Level of Effort spreadsheet that contains line items for each major task and subtask to be performed with the estimated man hours per classification to be expended in that effort.

D. **Schedule of Work:** Provide a schedule for having the initial submission of a Facility Plan to the State Department of Ecology and the Island County Health Department not later than six months after a Notice to Proceed. The schedule should include the time allowed for review by the City and other agencies and should identify a critical path involving any required actions by entities other than the consultant.

E. **Consultant Qualifications:** Consultant qualifications should include detailed information regarding the Consultant's experience on similar projects. The Consultant's qualifications should include at a minimum the following information:

1. List no more than five projects of similar complexity and magnitude undertaken in the past five years and provide references and a phone number for each reference;

2. Provide resumes of key member of the proposed project team – should be a maximum of two pages in length; and

3. List sub consultants and specify their involvement on the project. List no more than five projects of similar complexity and magnitude undertaken by the sub consultant in the past five years and provide references and a phone number for each project.

F. **Affirmation as to Form of Agreement:** Provide a statement to the effect that the City Standard Consultant Agreement is acceptable to the proposer or state exceptions taken. Please be advised that exceptions to paragraphs 11 and 12 of the General Provisions will not be entertained and will serve to disqualify a proposer from further consideration.

The Agreement can be downloaded at:
http://www.oakharbor.org/uploads/Consultant%20Contract%20-%20Hourly.pdf

SELECTION PROCEDURE

Subsequent to the deadline for acceptance of proposals, the City will evaluate the Technical Proposals and will determine rankings based upon materials submitted and oral interviews (if deemed necessary by the City) using the selection criteria and weights indicated below. The City will contact the firm with the highest ranked Technical Proposal. The level of effort will be used as a basis to negotiate a contract fee. If an agreement cannot be reached with the top ranked firm, the City will contact the firm with the next ranked Technical Proposal and attempt to negotiate with that firm. The process will be repeated until an agreement is reached. Aside from eventually announcing the successful consultant, the rankings and levels of effort will be kept confidential.

SELECTION CRITERIA

The Consulting Team selected for this project should have demonstrated experience in Solid Waste Facility design, regulatory compliance and preparation of Facility Plans in compliance with WAC 173-350-310. Selection shall be based on the following:

1. Consultant's understanding of the City's desires and general approach to the project as demonstrated in the project description and Scope of Work (up to 20 Points);

2. Completeness of the work elements included in the Proposal (up to 20 Points);
3. Consultant's experience with projects of similar complexity and function (up to 20 Points);
4. Qualifications of the Consultant's staff being assigned to this project (up to 20 Points); and
5. Demonstrated ability of the Consultant to perform high quality work, to control costs and to meet schedules (up to 20 Points).

Should the City determine that interviews are desirable, up to 25 additional points may be granted based on those interviews.

Ranking will be on a total point basis.

SUBMITTAL DEADLINE

Six copies of the Technical Proposal and Level of Effort should be forwarded to the attention of Mr. Steve Bebee, Project Manager, at the following address by 5:00 p.m. on [redacted], 2012.

City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Any proposal received after the specified date and time will automatically be rejected and will not receive any further consideration by the City. Postmarks will not be accepted.

PROPOSAL CONTACT PERSON

All questions regarding this solicitation should be directed to Steve Bebee, Project Manager at (360) 279-4764 or sbebee@oakharbor.org

NON-DISCRIMINATION

All selected consultants 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 RFP 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.

City of Oak Harbor
City Council Agenda Bill

Bill No. 8
Date: March 6, 2012
Subject: **Contract- Archaeology Recovery and Permitting**

FROM: **Cathy Rosen, Public Works Director**
Eric Johnston, City Engineer

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to authorize the Mayor to sign a professional services agreement with Equinox Research and Consulting International (ERCI) for archaeology services related to permitting, planning and consultation for the Archaeological Recovery Project. The proposed agreement covers Phase 1 of the project in an amount not to exceed $30,000.

AUTHORITY

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 $30,000 shall require approval by the city council. Contracts for professional services under $30,000 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: $30,000 (Phase 1)

Appropriation Source: Pioneer Way project budget (Utility funds)

City of Oak Harbor
City Council Agenda Bill

SUMMARY STATEMENT

Immediately following the June 16, 2011 inadvertent discovery of ancestral human remains during the Pioneer Way Reconstruction Project, just over 100 truckloads of construction spoils removed from Pioneer Way were identified and isolated at a gravel pit location. On June 18, 2012, representatives from the Washington State Office of Archaeology and Historic Preservation (DAHP) visited the gravel pit location and identified ancestral human remains within several piles. The site was subsequently recorded as a 'redeposited site' (No. 45IS300) within the State of Washington Archeological Inventory database.

On August 4, 2011, DAHP issued Archaeological Excavation Permit No. 2011-35 covering the "screening of piles for human remains, grave goods and artifacts" at the gravel pit site. SWCA/Northwest Archaeological Associates, the City's archaeological contractor for Pioneer Way, is listed as the co-permit holder. In consultations between the City administration, Tribal communities and DAHP, there was a strong preference expressed for completing the work on Pioneer Way before tackling the offsite recovery work. The field work for Pioneer Way concluded on December 14, 2011.

The attached Professional Services Agreement is a proposed contract between the City of Oak Harbor and Equinox Research and Consulting International (ERCI) covering Phase 1 of the Archaeological Recovery Project. Phase 1 encompasses project orientation, initial research, Tribal and State consultation, document control, and permit preparation and submittal. These tasks are all pre-requisites to commencing the field work portion of the offsite recovery work. ERCI estimates Phase 1 to cost $27,054.00. Staff is recommending a modest contingency for unforeseen circumstances for a total not-to-exceed contract amount of $30,000.00. Regular cost monitoring and status reporting requirements have been included in the contract language.

Phase 1 of the Archaeological Recovery Project is intended to cover all work leading to the issuance of a new Archaeological Excavation Permit with ERCI as our co-permit holder (see below for an overview of how this firm was selected). The scope of work and estimates of the number of hours and hourly rates for each task are outlined in Exhibits A and B to the Professional Services Agreement. Staff have reviewed these estimates with ERCI and conclude that they are reasonable based on the scope of work.

The full Archaeological Recovery Project will have additional phases that will be defined through contract amendments that will be presented to the City Council once they can be defined. For instance, the archaeological excavation permit from DAHP that will emerge at the end of Phase 1 will contain the methodological protocols for the recovery effort. That information will allow ERCI to prepare a scope of work and cost estimate for the initial phase of field work. Preliminary information on total project costs will be presented at the March 6, 2012 Council meeting.

Consultant Selection Process

During the latter stages of the Pioneer Way field work, the City administration made a decision to widen the search for an archaeological consulting firm to handle the archaeology recovery work. SWCA/Northwest Archeological Associates came on board immediately following the initial discovery on June 16, 2011 because of their recent experience in Oak Harbor and because they could respond quickly to a pressing need for archaeological services on Pioneer Way. For the archeological recovery effort, the City had the opportunity to take a more deliberate approach to selecting the best firm to do the work.

On December 13, 2011, the City issued a Request for Qualifications (RFQ) for a range of archaeological services, including the archaeological recovery work. Four firms responded by the December 20, 2011 due date. A staff committee reviewed the Statements of Qualifications and determined that three firms met the minimum qualifications to perform the archaeological recovery work. All three firms were interviewed on January 20, 2012. The interview panel recommended that the City use Equinox Research and Consulting International (ERCI) to perform the archaeological recovery work.

STANDING COMMITTEE REPORT

The contract with ERCI for Phase 1 of the Archaeological Recovery Project will be discussed at the March 1, 2012 meeting of the Public Works and Utilities Standing Committee.

RECOMMENDED ACTION

Authorize the Mayor to sign a professional services agreement with Equinox Research and Consulting International (ERCI) for archaeology services related to permitting, planning and consultation for the Archaeological Recovery Project (Phase 1) in an amount not to exceed $30,000.

ATTACHMENTS

Draft Professional Services Agreement - ERCI

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this _____ day of _____, 2012, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and EQUINOX RESEARCH AND CONSULTING INTERNATIONAL (ERCI), hereinafter referred to as the "ARCHAEOLOGIST".

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the ARCHAEOLOGIST represents the ARCHAEOLOGIST is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. Scope of Services.

   The ARCHAEOLOGIST shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as ARCHAEOLOGIST responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. Term.

   The Project shall begin on March 7, 2012, Phase 1 of the Project shall be completed no later than April 30, 2012 and all phases of the Project shall be completed no later than March 31, 2013, unless sooner terminated according to the provisions herein.

3. Compensation and Method of Payment.

   3.1 Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

   3.2 No payment shall be made for any service rendered by the ARCHAEOLOGIST except for services identified and set forth in this Agreement.

   3.3 The CITY shall pay the ARCHAEOLOGIST for work performed under this Agreement on a Time and Materials basis with total compensation established at a not-to-exceed (NTE) amount of $30,000.00. Payment for ARCHAEOLOGIST'S shall accord with the tasks and hourly rates attached hereto as Exhibit "B."

4. Reports and Inspections.

4.1 The ARCHAEOLOGIST at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

4.2 The ARCHAEOLOGIST shall at any time during normal business hours and as often as the CITY or State Auditor may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the ARCHAEOLOGIST'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the ARCHAEOLOGIST'S activities that relate, directly or indirectly, to this Agreement.

5. Independent Contractor Relationship.

5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the ARCHAEOLOGIST. No agent, employee, servant or representative of the ARCHAEOLOGIST shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the ARCHAEOLOGIST are not entitled to any of the benefits the CITY provides for its employees. The ARCHAEOLOGIST will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

5.2 In the performance of the services herein contemplated, the ARCHAEOLOGIST is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. Archaeologist Employees/agents.

The CITY may at its sole discretion require the ARCHAEOLOGIST to remove an employee(s), agent(s) or servant(s) from employment on this Project. The ARCHAEOLOGIST may, however, employ that (those) individual(s) on other non-CITY related projects.

7. Hold Harmless/Indemnification.

7.1 ARCHAEOLOGIST shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the ARCHAEOLOGIST in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

7.2 For purposes of this indemnification and hold harmless agreement, the ARCHAEOLOGIST waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

7.3 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. Insurance.

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

8.1 Minimum Scope of Insurance. ARCHAEOLOGIST shall obtain insurance of the types described below:

a. 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.

b. 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 ARCHAEOLOGIST'S Commercial General Liability insurance policy with respect to the work performed for the CITY.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability Insurance appropriate to the ARCHAEOLOGIST'S profession.

8.2 Minimum Amounts of Insurance. ARCHAEOLOGIST shall maintain the following insurance limits:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident.

b. Commercial General Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate.

c. Professional Liability insurance shall be written with limits no less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) policy aggregate limit.

8.3 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:

a. The ARCHAEOLOGIST'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 excess of the ARCHAEOLOGIST'S insurance and shall not contribute with it.

b. The ARCHAEOLOGIST'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.

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

8.5 Verification of Coverage. ARCHAEOLOGIST 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 ARCHAEOLOGIST before commencement of the work.

9. Treatment of Assets.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the ARCHAEOLOGIST pursuant to this Agreement.

10. Compliance with Laws.

10.1 The ARCHAEOLOGIST, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

10.2 The ARCHAEOLOGIST specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Agreement.

11. Nondiscrimination.

11.1 The CITY is an equal opportunity employer.

11.2 Nondiscrimination in Employment. In the performance of this Agreement, the ARCHAEOLOGIST will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, 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; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved. The ARCHAEOLOGIST shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The ARCHAEOLOGIST shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

11.3 Nondiscrimination in Services. The ARCHAEOLOGIST will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability.

11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The ARCHAEOLOGIST shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. Assignment/subcontracting.

12.1 The ARCHAEOLOGIST shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the ARCHAEOLOGIST not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. Changes.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. Maintenance and Inspection of Records.

14.1 The ARCHAEOLOGIST shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The ARCHAEOLOGIST shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The ARCHAEOLOGIST agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. Other Provisions.

The following additional terms shall apply: It is agreed between the parties that pursuant to changes in state law necessitating that services hereunder be expanded, the parties shall negotiate an appropriate amendment. If after thirty (30) days of negotiation, agreement cannot be reached, the CITY may terminate this Agreement no sooner than sixty (60) days thereafter.

16. Termination.

16.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by giving thirty (30) days' written notice to the ARCHAEOLOGIST. Upon such termination for convenience, the CITY shall pay the ARCHAEOLOGIST for all services provided under this Agreement through the date of termination.

16.2 Termination for Cause. If the ARCHAEOLOGIST fails to perform in the manner called for in this Agreement, or if the ARCHAEOLOGIST fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days' written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the ARCHAEOLOGIST setting forth the manner in which the ARCHAEOLOGIST is in default. The ARCHAEOLOGIST will only be paid for services performed in accordance with the manner of performance set forth in this Agreement through the date of termination.

17. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. Attorneys Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

19. Jurisdiction and Venue.

19.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto

that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Island County, Washington.

20. Severability.

20.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

21. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and be cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:	ARCHAEOLOGIST:
CITY OF OAK HARBOR 865 SE Barrington Drive Oak Harbor, WA 98277	ERCI 41507 South Skagit Hwy Concrete, WA 98237
_____ Scott Dudley, Mayor	_____ Kelly R. Bush, Principal

Attest:

_____

Connie Wheeler, City Clerk

Exhibit A
SCOPE OF SERVICES

Equinox Research and Consulting International
Archaeological Services – Pit Road Recovery Project (Phase 1)

PURPOSE OF SERVICES:

Equinox Research and Consulting International (the "ARCHAEOLOGIST") will provide professional archaeological services leading to the preparation, submittal and acquisition of an Archaeological Excavation Permit for the Pit Road Recovery Project. Permit acquisition is Phase 1 of the Pit Road Archaeological Recovery Project and the ARCHAEOLOGIST is expected to be a co-permit holder with the City of Oak Harbor.

All services performed under this Agreement shall be responsive to and consistent with professional standards for archaeological work. The Principal Investigator must meet the Secretary of Interior's professional qualification standards for archaeology. The ARCHAEOLOGIST is required to perform all work in accordance with all applicable laws and regulations. Oversight and final approval of all work is the responsibility of the City of Oak Harbor Project Manager Larry Cort, or as otherwise assigned by the City Administrator.

SCOPE OF SERVICES:

The scope of services for Phase 1 of the Pit Road Archaeological Recovery Project shall include those work elements associated with the consultation, correspondence, and research and writing of the archaeological permit application required to complete the management of all cultural material associated with the Pioneer Road Reconstruction Project. The scope of services specifically excludes those activities being performed by SWCA/Northwest Archaeological Associations under Archaeological Excavation Permit No. 2011-33.

The ARCHAEOLOGIST shall provide the following services pursuant to Phase 1 of the Pit Road Archaeological Recovery Project:

1. Prepare for and participate in project planning/orientation meetings with the City of Oak Harbor, all affected federally recognized Tribes and representatives of the State Department of Archaeology and Historic Preservation (DAHP);

2. Complete, submit and finalize a new permit application to the DAHP. This application will include contingency plans for the sites at:
   a. Main Pit Road site
   b. Old City Shop outlier site
   c. Two outlier sites on Burroughs Avenue
   d. One outlier site on Waterloo Road

3. Supporting archaeological research, documentation and correspondence activities including the following:

   a. Background research on project and study area
   b. Field and lab methods delineation and standards for field work at all sites
   c. Analysis and reporting standards and deliverables, including schedules for evaluative points for each step of project implementation
   d. Correspondence related to curation of documents and reburial of recovered objects
   e. Correspondence related to sites access and financial commitment from the City for this project.
   f. Completing initial archaeological site inventory forms for all outlier sites.

4. Kelly Bush, Senior Archaeologist and Principal of the ARCHAEOLOGIST, shall be responsible for maintaining effective communication with City of Oak Harbor officials on all matters related to fulfilling the scope of services identified in this Agreement. Requests for payment shall be submitted no less frequently than once per month and said requests shall describe the work performed and an estimate comparing the percentage of work completed to date versus the overall contract total.

It is specifically acknowledged that the scope of services for Phase 1 of the Pit Road Archaeological Recovery Project does not include the following tasks:

1. Preparation of amendments to the Archaeological Permit once issued. Examples might include the identification during the recovery process of additional outlier sites or amendments to the recovery protocols occasioned through natural events or human intervention.

2. Fieldwork, reporting or public outreach.

Exhibit B
WORK ELEMENTS AND HOURLY RATES
ESTIMATE BY WORK ELEMENT

Equinox Research and Consulting International
Archaeological Services – Pit Road Recovery Project (Phase 1)

Description	Units	Rate/HR	Sub Total
Project orientation and planning; logistical planning and methods; meetings for/with the City of Oak Harbor.	40.00	143.75	5,750.00
Archival background research for permit: Previous Archaeology, History, Geomorphology.	10.00	97.75	977.50
Consultation with affected Tribes regarding methods and other permit issues.	40.00	143.75	5,750.00
Consultation with SHPO regarding permit including methods.	16.00	143.75	2,300.00
Document control for eventual curation, transcriptions of field and meeting notes, photo logs, site forms for outliers for permit application.	36.00	63.25	2,277.00
Permit editing and formal review	4.00	143.75	575.00
Permit writing and associated correspondence for access; finance; and curation.	40.00	97.75	3,910.00
Graphics; mapping and photo management	24.00	97.75	2,346.00
Document layout, production and distribution	6.00	63.25	379.50
SUB TOTAL - LABOR			**24,265.00**
Travel (2.5 hours R/T to Oak Harbor; travel to tribal offices)	50.00	34.50	1725.00
Mileage (115 miles R/T to Oak Harbor; travel to tribal offices)	1900.00	0.56	1064.00
SUB TOTAL – NON-LABOR			**2,789.00**
GRAND TOTAL			**27,054.00**

City of Oak Harbor
City Council Agenda Bill

Bill No. 9
Date: March 6, 2012
Subject: Pending Items for Future City Council Meetings

FROM: **Scott Dudley, Mayor**

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Steve Powers, Interim City Administrator
Doug Merriman, Finance Director
Bill Hawkins, City Attorney, as to form

SUMMARY STATEMENT

The attached list of pending items is meant to be an organizational tool and not a definitive list of what will come before the Council for a given meeting's date. As a tentative list, it is subject to frequent, if not daily changes.

Pending Items As of: March 1, 2012

This list is subject to change.

If a row is highlighted in blue, it has been reviewed by the Law Department and in packet.
If a row is highlighted in orange, the City Administrator is moving this item to the next (or later) Council meeting.

Council Absences: Jim Campbell from the 4/3/12 meeting

Targeted Meeting Date	Agenda Bills ARE DUE	Public Hearing Notice Date (if needed)	Consent Agenda	Subject	Department
3/20/12	2/29/12		✓	Noise Permit – Chamber of Commerce – Holland Happening	Admin
3/20/12	2/29/12		✓	Noise Permit – Oak Harbor Christian School, Eagle Run	Admin
3/20/12	2/29/12		✓	Noise Permit – National Day of Prayer	Admin
3/20/12	2/29/12 To Legal 2/29/12		✓	Board Re-Appointment - Community Police Advisory Board, Jo Balda	Admin
3/20/12	2/29/12		✓	Selection of Dates for Budget Calendar	Finance
3/20/12	--		✓	Accounts Payable Vouchers	Finance
3/20/12	2/29/12			Public Hearing - Ordinance, Standing Committtees Times and Locations	Admin
3/20/12	2/29/12			**Moved to 3/20/12 per motion on 2/7/12** – Island County Joint Tourism Contribution	Admin
3/20/12	2/29/12			**Moved to 3/20/12 per motion on 2/7/12** – Adopt a Street Program	P.Works
3/20/12	2/29/12 To Legal 3/1/12			Contract Modification - Navy Wastewater Treatment	Finance
3/20/12	2/29/12			Contracts – Bill Hawkins, City Attorney; Steve Powers, Development Services Director	HR
3/20/12	2/29/12			Legal Department Restructure	Legal
3/20/12	2/29/12			Authorization to Advertise for Bids – Gun Club Road Water Main	P.Works
3/20/12	2/29/12			2012 Comprehensive Plan Amendment Docket	Dev Srv
3/20/12	--			Future City Council Pending Items	Admin
				Marina Fuel Pricing Policy	Dev Srv
				Contract – Automated Pay Station for Staysail RV Park	P.Works
				Public Hearing – Zoning Agreement Amendment, Oak Tree Village	Dev Srv
				Asset Transfer to Water Utility – Reservoir	P.Works
				Easement Agreement – Navy Fuel Line	P.Works
				Interlocal Agreement – Island County Housing Authority, Oak Harbor, Coupeville, and Langley for Affordable Housing. Recording surcharge funds to fund housing programs.	Admin
				Interlocal Agreement – With Oak Harbor School District, Memorial Stadium Maintenance	P.Works
				Appointment – Lodging Tax Advisory Committee	Admin and Finance

				Introduction – Personnel Code Update and Handbook	Admin
				Final Consideration – Personnel Code Update and Handbook	HR
				Introduction – Arts Commission Ordinance	Admin
				Final Consideration – Arts Commission Ordinance	Admin
				Resolution – Marina, Facility Use Fee	Dev Srv
				Council Rule Change – Public Forum	Legal
				Channel 10 Rules	Admin and Legal
				Art Funding	Admin, Finance
				Recommendations from HDR – System Development Fees (future workshop)	P.Works
				Impact Fees – under review for deferral at closing	Dev Srv / P.Works
				Contract Award – Gun Club Road Water Main	P. Works
				Mutual Aid Agreement with Navy	FD
				Public Hearing – Binding Site Plan Code Amendment	Dev Srv
				Authorization to Solicit Bids – Rescue Unit	Fire
				Marin Annexation	Dev Srv
				Utilities Office, City Council Chambers, Law Department Remodels	Finance, Dev Srv

STANDING COMMITTEES and other meetings and activities

Date	Subject	Dept.
3/1/12	PUBLIC WORKS STANDING COMMITTEE, 7:00 a.m., at Public Works	Committee Members
3/3/12	SPECIAL MEETING, All-Day City Council Retreat, beginning at 8:30 a.m., Skagit Valley College, Room 306	Council and Admin
3/5/12	MARINA COMMITTEE, 7:00 a.m., at City Hall	Committee Members
3/12/12	ARTS COMMISSION, 6:00 p.m., at City Hall	Commission Members
~~3/13/12~~	CANCELLED - ~~GOVERNMENTAL SERVICES STANDING COMMITTEE, 8:00 a.m., at City Hall~~	Committee Members
~~3/14/12~~	CANCELLED - ~~FINANCE STANDING COMMITTEE, 3:30 p.m., at City Hall~~	Committee Members
~~3/15/12~~	CANCELLED - ~~PUBLIC SAFETY STANDING COMMITTEE, 7:00 a.m. at the Fire Department~~	Committee Members