



October 21, 2014

CITY COUNCIL AGENDA

6:00 p.m.

1. CALL TO ORDER

Invocation/Pledge of Allegiance

HONORS AND RECOGNITIONS

Proclamation for National Magic Week

PRESENTATIONS

Senior Services of Island County – Cheryn Weiser, Executive Director

2. APPROVAL OF AGENDA

3. CITIZEN COMMENT PERIOD

4. CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held on October 7, 2014
- b. Approval of *Accounts Payable Voucher Nos.*
 - Voucher Numbers 159973 through 160140 in the amount of \$642,582.18.Approval of *Payroll Check Numbers*
 - Direct Deposit Numbers 32499 through 32631.
 - EFT Numbers 653through 655.
 - Payroll Check Numbers 97547 through 97559.
- c. Orswell Events Contract for Marathon Planning and Production.

5. STAFF, MAYOR AND COUNCIL COMMENTS

- a. City Administrator
- b. Mayor
- c. Councilmembers



October 21, 2014

CITY COUNCIL AGENDA

6:00 p.m.

6. ORDINANCES AND RESOLUTIONS

- a. Resolution 14-34: Increase Senior Center Annual Membership Dues
- b. Resolution 14-38: Storm Drain Fund #404 Interfund Loan

7. PUBLIC HEARINGS/PUBLIC MEETINGS

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- a. Authorize the Mayor to sign the WSDOT STP-R Grant Application for the Transportation Comprehensive Plan.
- b. Authorize the Mayor to sign the WSDOT STP-R Grant Application for the Heller Road Resurfacing from W. Whidbey Ave to NW Crosby Ave.
- c. Authorize the Mayor to sign a Local Agency Agreement with WSDOT accepting TAP grant funding for the Whidbey Avenue Pedestrian Improvements.
- d. Authorize the Mayor to Sign Amendment No. 1 with Gray & Osborne Engineering for services related to the water system improvement projects.

10. EXECUTIVE SESSION

- a. Labor Negotiations

11. ADJOURNMENT

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

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

Thank you for participating in your City Government!

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

Proclamation

Whereas the Society of American Magicians was founded in 1902 and has been established in all 50 states, including Washington; and

Whereas: members of the Society of American Magicians generously offer their talent and time for charitable purposes; and

Whereas: the Society of American Magicians provides entertainment for people with disabilities and people who would otherwise have difficulty getting to a theater to watch live performances; and

Whereas: magic displays can be seen at hospitals, retirement homes, and other venues throughout the city and state; and

Whereas: the Society of American Magicians encourages the youth to develop self-esteem through the performance of magic,

Now Therefore, I, Scott Dudley, Mayor of the City of Oak Harbor, do hereby extend greetings and best wishes to all observing the week of October 25th through October 31st, 2014 as:

National Magic Week

in the City of Oak Harbor and urge our local citizens to recognize this group and support Magic Week events in Oak Harbor.

Signed this 21st day of October, 2014

Scott Dudley, Mayor

Oak Harbor City Council
Regular Meeting Minutes
October 7, 2014

CALL TO ORDER

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

ROLL CALL

Present:

Mayor Scott Dudley
Mayor Pro Tem Danny Paggao
Councilmember Joel Servatius
Councilmember Bob Severns
Councilmember Tara Hizon
Councilmember Munns

Staff Present:

City Administrator Larry Cort
City Attorney Nikki Esparza
Chief of Police Ed Green
Chief of Fire Ray Merrill
Public Works Director Cathy Rosen
Dev. Services Director Steve Powers
City Engineer Joe Stowell
Senior Planner Cac Kamak
Senior Planner Ethan Spoo
Associate Planner Ray Lindenburgh
Permit Coordinator Lisa Bebee
Operations Manager Steve Bebee
Human Resources Director Sara Piccone
Fire Department Personnel
Oak Harbor Police Officer Mike Clements
Oak Harbor Police Officers
Administrative Assistant Meg Massey
Exec. Assist. to the Mayor Kellye Mazzoli
City Clerk Anna Thompson

Councilmembers Almberg and Campbell were absent.

PLEDGE OF ALLEGIANCE/INVOCATION

Fred Burlison, Pastor of Living Faith Christian Center, gave the invocation, and Mayor Scott Dudley lead the pledge of allegiance.

OATH OF OFFICE

Mayor Dudley read the Oath of Office for the new Oak Harbor Police Officers James Argyro, Matt Krynski, Nathan Padrta, and Claire Schricker.

HONORS AND RECOGNITIONS

Police Chief Green announced the police officers, Mike Clements and Mel Lolmaugh, who were awarded the Governor's Life Saving Award. The Officers were nominated for the award by Oak Harbor Fire Chief Merrill. Chief Merrill thanked Officer Clements and Lolmaugh for saving an Oak Harbor citizen's life.

Mayor Dudley called for three-minute a recess at 6:12 p.m. to allow Members of the Council to shake hands with the Officers. Mayor Dudley resumed the meeting at 6:13 p.m.

Councilmember Beth Munns read the Proclamation for National Planning Month. Development Services Director Steve Powers received the Proclamation on behalf of the Development Services staff.

Finance Director Doug Merriman recognized Tallie Boyer for 10 years of employee service in the Finance Department. Ms. Boyer received a fleece for her service to the City.

PRESENTATION

President of the Rotary Club of Oak Harbor Aaron Syring provided a power presentation regarding a brief history of the Oak Harbor Rotary Club and their local accomplishments.

APPROVAL OF AGENDA

Motion: Councilmember Servatius moved approve the Agenda as presented. Motion Seconded by Councilmember Severns, unanimously approved.

CITIZEN COMMENT PERIOD

Mayor Scott Dudley opened the citizen comment period at 6:30 p.m.

Citizen Comments

Christine Cribb, Executive Director of the Chamber of Commerce
Margaret Livermore of Mainstreet Merchants
Jason McFadyen, President of the Chamber of Commerce
Terry Lacey, Committee Member of the Oak Harbor Veteran's Day Parade

Mayor Dudley closed the comment period at 6:37 p.m.

CONSENT AGENDA

- a. Minutes of the Regular City Council meeting held on September 16, 2014, Workshop held on September 24, 2014, and Special Meeting held on September 29, 2014.
- b. Approval of *Accounts Payable Voucher Nos.*
 - Voucher Numbers 159780 through 159972 in the amount of \$755,663.07.Approval of *Payroll Check Numbers*
 - Direct Deposit Numbers 35341 through 32498.
 - EFT Numbers 648 through 652.
 - Payroll Check Numbers 97468 through 97546.
- c. Ordinance 1699: Stormwater Code Amendment – Latecomer Agreements.
- d. Confirm the Mayor's Appointment of Cecil Pierce to the Planning Commission.
- e. Authorize the Mayor to sign the Washington Public Agency Contract with MRSC to use the MRSC Rosters as the official vendor rosters beginning January 1, 2015.

Motion: Councilmember Servatius moved to approve Consent Agenda items as presented. Motion seconded by Councilmember Severns, carried unanimously.

Mayor Dudley congratulated Cecil Pierce as the newest member to the Planning Commission.

MAYOR, STAFF AND COUNCIL COMMENTS

City Administrator

Dr. Cort announced that registration for the 2015 Whidbey Island Marathon is now open.

A Special City Council Workshop will be held on October 21, 2014 at 3:00 p.m. for the WA State Auditor's Exit Conference, followed by the Regular Council Meeting at 6:00 p.m.

Other upcoming meetings include the regularly schedule workshop will meet on Wednesday, October 22, 2014 at 3:00 p.m. and an all-day Parliamentary Workshop Training on October 30, 2014.

Mayor

Mayor Dudley provided the Council with an update regarding the Board of Island County Transit.

Councilmembers

Councilmember Munns informed the Council regarding her experience at the Education Foundations Breakfast. Ms. Munns spoke in support of the AWC Board Meeting she attended last week, which is campaigning to advance strong cities.

Councilmember Severns commented on the positive outcome at the Education Foundations Breakfast. He also informed the Council that the Economic Development Council provides a vast amount of data regarding job searches.

Councilmember Servatius thanked the staff for their hard work to advance the best interests of the Citizens and the City Council.

ORDINANCES AND RESOLUTIONS

Ordinance 1697: Consolidation of Park Impact Fees

Finance Director Doug Merriman provided the staff report.

Mayor Scott Dudley opened the meeting for public comments at 6:54 p.m., no comments, closed at 6:54 p.m.

Ordinance 1697: Consolidation of Park Impact Fees

Motion: Councilmember Servatius moved to adopt Ordinance No. 1697. Motion Seconded by Councilmember Munns, carried unanimously.

Resolution 14-29: Funding Sources for the Waste Water Treatment Plant
Finance Director Doug Merriman provided the staff report.

Mayor Scott Dudley opened the meeting for public comments at 7:03 p.m., no comments, closed at 7:03 p.m.

Councilmembers Servatius, Munns, Severns, and Mayor Pro Tem Paggao asked follow-up questions.

Resolution 14-29: Funding Sources for the Waste Water Treatment Plant

Motion: Councilmember Hizon moved to adopt Resolution 14-29. Motion Seconded by Councilmember Servatius, carried unanimously.

Resolution 14-35: Adopting the Labor Agreement between the City of Oak Harbor and Teamsters Local No. 231-Oak Harbor Marina
Human Resources Director Sara Piccone provided the staff report.

Mayor Scott Dudley opened the meeting for public comments at 7:11 p.m., no comments, closed at 7:11 p.m.

Resolution 14-35: Adopting the Labor Agreement between the City of Oak Harbor and Teamsters Local No. 231-Oak Harbor Marina

Motion: Councilmember Servatius moved to adopt Resolution 14-35. Motion Seconded by Councilmember Hizon, carried unanimously.

PUBLIC HEARINGS/PUBLIC MEETINGS

Ordinance 1698: Budget Amendment
Finance Director Doug Merriman provided the staff report.

Mayor Scott Dudley opened the public hearing at 7:22 p.m., no comments, closed at 7:22 p.m.

Mr. Merriman pointed at that on the second paragraph of Ordinance 1698, line 7 - \$200,000.00 should be \$200,020.00.

Ordinance 1698: Budget Amendment

Motion: Councilmember Hizon moved to adopt Ordinance No. 1698 as amended, showing the reflection of the increase of \$20.00 to the \$200,000 in paragraph 2. Motion seconded by Councilmember Severns, carried unanimously.

Ordinance 1701: Establish Park Impact Fees Fund No. 127
Finance Director Doug Merriman provided the staff report.

Mayor Scott Dudley opened the public hearing at 7:30 p.m., no comments, closed at 7:30 p.m.

Ordinance 1701: Establish Park Impact Fees Fund No. 127

Motion: Councilmember Servatius moved to adopt Ordinance No. 1701. Motion Seconded by Councilmember Munns, carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

Authorize the Mayor to Sign Amendment No. 2 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) Related to Archaeological Services on the Wastewater Treatment Plant Project.

City Engineer Joe Stowell provided the staff report.

Mayor Scott Dudley opened the meeting for public comments at 7:34 p.m., no comments, closed at 7:34 p.m.

Authorize the Mayor to Sign Amendment No. 2 to the Professional Services Agreement with Equinox Research Consulting International (ERCI) Related to Archaeological Services on the Wastewater Treatment Plant Project.

Motion: Councilmember Hizon moved to authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with Equinox Research & Consulting International. Motion Seconded by Councilmember Severns, motion carried unanimously.

Authorize the Mayor to sign the Washington State Department of Natural Resources Lease Amendment and Vender License to allow Commercial Use at the Marina.

Harbor Marina Chris Sublet provided the staff report.

Mayor Scott Dudley opened the meeting for public comments at 7:40 p.m., no comments, closed at 7:40 p.m.

Authorize the Mayor to sign the Washington State Department of Natural Resources Lease Amendment and Vender License to allow Commercial Use at the Marina.

Motion: Councilmember Servatius moved to authorize the Mayor to sign the Washington State Department of Natural Resources Lease Amendment and Vender License to allow commercial use at the Marina. Motion Seconded by Councilmember Munns, motion carried unanimously.

ADJOURNMENT

Councilmember Servatius moved to adjourn, seconded by Councilmember Severns, unanimously carried.

The meeting adjourned at 8:00 p.m.

Anna M. Thompson, City Clerk

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

Bill No. C/A 4.b
Date: October 21, 2014
Subject: Approval of Payroll and
Accounts Payable Vouchers

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Nikki Esparza, City Attorney, as to form

SUMMARY STATEMENT

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

RECOMMENDED ACTION

I move to approve:

Accounts Payable Vouchers and Payroll Checks, see Voucher Numbers listed in the attachments and Check Numbers listed in the October 21, 2014 Regular Agenda.

ATTACHMENTS

Voucher List(s)

Voucher List
City of Oak Harbor

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159973	10/1/2014	0003008 COLUMBIA FORD	3-F323		VEHICLE PURCHASE/P14	35,208.69
					Total :	35,208.69
159974	10/1/2014	0003008 COLUMBIA FORD	3-F322		VEHICLE PURCHASE/P13	35,208.69
					Total :	35,208.69
159975	10/1/2014	0003008 COLUMBIA FORD	3-F321		VEHICLE PURCHASE/P7	35,542.25
					Total :	35,542.25
159976	10/10/2014	0000066 AWC EMPLOYEES BENEFITS TRUST	100914		PREMIUMS	43.01
					Total :	43.01
159977	10/10/2014	0000860 STANDARD INSURANCE COMPANY	09302014		LONG TERM DISABILITY	4,358.62
					Total :	4,358.62
159978	10/14/2014	0000950 LICENSING, WASHINGTON STATE DEPT OF	100114		CONCEALED WEAPONS PERMITS	326.00
					Total :	326.00
159979	10/14/2014	0007273 CAMPGROUND AUTOMATION SYS, INC	100314		PARK MANAGEMENT SYSTEM	332.00
					Total :	332.00
159980	10/15/2014	0000001 3M	TP03898		TRANSFER TAPE	78.26
					Total :	78.26
159981	10/15/2014	0000028 ALL ISLAND LOCK & KEY	24469 24476		KEY DUPLICATE DOUBLE SIDED KEYS	2.00 7.83
					Total :	9.83
159982	10/15/2014	0001609 ALL QUALITY STITCHES	451		FLEECE/POLO SHIRTS	579.37
					Total :	579.37
159983	10/15/2014	0000036 AMERICAN PUBLIC WORKS	100714		MEMBERSHIP DUES/PICCONNE	129.00
					Total :	129.00
159984	10/15/2014	0000712 AMERIGAS	3033171136		TANK RENTAL	95.00
					Total :	95.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159985	10/15/2014	0000042 ANACORTES, CITY OF	900-9080-00 901-9080-01 901-9080-02		SEP 2014/WATER PURCHASED SEP 2014/WATER PURCHASED SEP 2014/WATER PURCHASED	118,345.00 1,328.04 12,475.00
Total :						132,148.04
159986	10/15/2014	0007077 ANDREWS, SARA	092514		PUBLIC DEFENSE	300.00
Total :						300.00
159987	10/15/2014	0000053 ARROW PEST CONTROL, INC	156556		PEST CONTROL	108.70
Total :						108.70
159988	10/15/2014	0004019 ASSOCIATED PETROLEUM PRODUCTS	0642245-IN		FUEL	11,973.48
Total :						11,973.48
159989	10/15/2014	0000159 AT&T MOBILITY	287249477751X0924201		AIRCARDS	474.75
Total :						474.75
159990	10/15/2014	0000065 AVOCET ENVIRONMENTAL TESTING	1403090-IN		TESTING SERVICES	122.00
Total :						122.00
159991	10/15/2014	0000069 BAILEY, MICHAEL	TRAVEL ADVANCE		TRAVEL ADVANCE	91.50
Total :						91.50
159992	10/15/2014	0007582 BAKER CONSTRUCTION	100614		DUMPSTER DEPOSIT REFUND	2,665.45
Total :						2,665.45
159993	10/15/2014	0004733 BARRON HEATING & AIR COND, INC	152681 153038 153375		AC REPAIR CONDENSTATE PUMP BOILER REPAIRS	97.83 547.85 754.80
Total :						1,400.48
159994	10/15/2014	0000083 BAZA, ALVIN	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
159995	10/15/2014	0000084 BEBEE, STEVE	TRAVEL ADVANCE		TRAVEL ADVANCE	76.50
Total :						76.50
159996	10/15/2014	0004631 BLAKE, KAY	1		TRAVEL REFUND	21.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159996	10/15/2014	0004631 0004631 BLAKE, KAY			(Continued)	Total : 21.00
159997	10/15/2014	0000109 BLUMENTHAL UNIFORMS	68249-81 83571		PANTS/PADRTA JUMPSUIT/SEIM	87.99 551.27 Total : 639.26
159998	10/15/2014	0001558 BOUND TREE MEDICAL, LLC	81557400		BATTERY	171.07 Total : 171.07
159999	10/15/2014	0003097 BOYER, TALLIE	100614		WELLNESS INCENTIVE	20.00 Total : 20.00
160000	10/15/2014	0006769 BRAUN CONSULTING GROUP	1776		SEP 2014/RETAINER	2,650.00 Total : 2,650.00
160001	10/15/2014	0005208 CARTER, SERLOYD	100614		WELLNESS INCENTIVE	20.00 Total : 20.00
160002	10/15/2014	0000172 CHRISTIANS TOWING STORAGE	27520		TOWING SERVICES	193.49 Total : 193.49
160003	10/15/2014	0000177 CLEMENTS, MICHAEL G.	EXP REIMB		EXP REIMB	32.44 Total : 32.44
160004	10/15/2014	0005773 COMCAST	8498300271046803		CABLE/INTERNET	407.04 Total : 407.04
160005	10/15/2014	0000193 COMMERCIAL FIRE PROTECTION	43182		SPRINKLER INSPECTIONS	690.00 Total : 690.00
160006	10/15/2014	0007639 COMPLETE SOLUTIONS	100614		DUMPSTER DEPOSIT REFUND	1,702.14 Total : 1,702.14
160007	10/15/2014	0000197 CONCRETE NORWEST	987488		SAND	80.27 Total : 80.27
160008	10/15/2014	0007593 CORPORATE TRAVELER	0Y2G2014FINVC4616 0Y2G2014FINVC4619		TRAVEL TRAVEL	1,472.71 1,472.71

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160008	10/15/2014	0007593 CORPORATE TRAVELER	(Continued) 0Y2G2014FINVC4631 0Y2G2014FINVC4633 0Y2G2014FINVC4726		TRAVEL TRAVEL TRAVEL	1,472.71 1,472.71 1,472.21
Total :						7,363.05
160009	10/15/2014	0007074 COX, GENEVIEVE	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
160010	10/15/2014	0000256 DAY WIRELESS SYSTEMS	367695 563151		RADIO SERVICES LICENSE/PROGRAMMING	543.53 821.10
Total :						1,364.63
160011	10/15/2014	0000247 DIAMOND RENTALS	1-500608-33 1-500619-33 1-509920-17 1-515826-8 1-521007 1-521636 1-521809 1-522052		PORTABLES PORTABLES PORTABLES PORTABLES PORTABLES CAN PUMPING PORTABLES SCRAPER	49.95 49.95 49.95 49.95 49.95 47.85 52.14 144.83
Total :						494.57
160012	10/15/2014	0001099 DISPLAY SALES COMPANY	INV0097875		BANDING STRAP/BANNER ROD	447.50
Total :						447.50
160013	10/15/2014	0001109 DOUBLETREE HOTEL	41804		HOTEL ACCOMMODATIONS/VONHADEI	304.16
Total :						304.16
160014	10/15/2014	0007638 DOWNTOWN MERCHANTS ASSOCIATION	101414		2% FUND REIMBURSEMENT	1,000.00
Total :						1,000.00
160015	10/15/2014	0000257 DUTCH MAID CLEANERS	1077		LAUNDRY SERVICES	6.52
Total :						6.52
160016	10/15/2014	0000273 EDGE ANALYTICAL, INC	14-19911		TESTING SERVICES	300.00
Total :						300.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160017	10/15/2014	0006747 EQUINOX RESEARCH & CONSULTING	12-442-8		PROF SVC/ARCHAEOLOGIST	10,734.85
Total :						10,734.85
160018	10/15/2014	0005086 EZINE INDUSTRIES, INC	863204		SEP 2014/COMMUNITY ALERT	9.75
Total :						9.75
160019	10/15/2014	0002900 FASTENAL	WAOAK18401		FASTENERS	33.34
Total :						33.34
160020	10/15/2014	0006991 FIKSE, JOSH	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
160021	10/15/2014	0003413 FIRE SERVICE BOOKSTORE	300006168		EMERGENCY CARE & TRANSPORATIO	1,134.86
Total :						1,134.86
160022	10/15/2014	0000355 FRONTIER	279-1060		CURRENT PHONE CHARGES	68.03
			675-5190		CURRENT PHONE CHARGES	47.01
			679-2530		CURRENT PHONE CHARGES	67.88
Total :						182.92
160023	10/15/2014	0000326 FRONTIER BUILDING SUPPLY	99072		CONCRETE	3.27
			99230		NAILS	6.94
Total :						10.21
160024	10/15/2014	0001706 GARDNER, PAT	EXP REIMB		EXP REIMB	2,040.60
			EXP REIMB		EXP REIMB	240.00
			EXP REIMB		EXP REIMB	692.92
			EXP REIMB2		EXP REIMB	304.48
			EXP REIMB2		EXP REIMB	584.43
			EXP REIMB3		EXP REIMB	240.00
Total :						4,102.43
160025	10/15/2014	0000330 GARDNER, TERI	TRAVE REIMB		TRAVE REIMB	75.03
Total :						75.03
160026	10/15/2014	0002767 GATEWAY CONTROLS, INC	2014731		DOOR REPAIRS	220.66
Total :						220.66

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160027	10/15/2014	0004048 GEOTEST SERVICES, INC	30820		PROF SVC/TRUCK SCALE	521.05
Total :						521.05
160028	10/15/2014	0004784 GLUTH, BRAD	TRAVEL REIMB		TRAVEL REIMB	6.00
Total :						6.00
160029	10/15/2014	0000349 GRAINGER	9543186507		NEEDLE VALVE	253.70
Total :						253.70
160030	10/15/2014	0002940 GRAY & OSBORNE, INC	13489.00-8 13518.00-16		PROF SVC/NORTH RESERVOIR PROF SVC/WATER SYSTEM IMPROVEM	301.88 504.90
Total :						806.78
160031	10/15/2014	0007109 GREEN, EDGAR	TRAVEL ADVANCE		TRAVEL ADVANCE	144.00
Total :						144.00
160032	10/15/2014	0002747 GUARDIAN SECURITY	534475		ALARM MONITORING	57.00
Total :						57.00
160033	10/15/2014	0004126 HABEEB, HEATHER	1		TRAVEL REFUND	21.00
Total :						21.00
160034	10/15/2014	0006590 HAFFNER, OTTO	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
160035	10/15/2014	0007236 HAMMOND, JACOB	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
160036	10/15/2014	0000323 HD FOWLER COMPANY	I3756682		METERS	5,301.82
Total :						5,301.82
160037	10/15/2014	0000694 HD SUPPLY WATERWORKS	D007237 D047931		COUPLINGS/JOINTS COUPLINGS/JOINTS	566.53 522.69
Total :						1,089.22
160038	10/15/2014	0000382 HELTSLEY, RAY	EXP REIMB		EXP REIMB	79.87
Total :						79.87

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160039	10/15/2014	0001251 HEWLETT-PACKARD COMPANY	54886489		MEMORY	293.49
Total :						293.49
160040	10/15/2014	0003095 HOME DEPOT CREDIT SERVICES	1020553 5043212 7021943		TIE DOWNS TOUGH TAPE CHECK VALVE	14.10 9.24 23.75
Total :						47.09
160041	10/15/2014	0005250 HONEYMOON BAY COFFEE ROASTERS	896017 896055		COFFEE SUPPLIES COFFEE SUPPLIES	195.02 47.11
Total :						242.13
160042	10/15/2014	0006520 HOPKINS, CAMERON	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
160043	10/15/2014	0000392 HUBBARD, SCOTT	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
160044	10/15/2014	0000394 HUMAN RESOURCE SERVICES	092414		OCT 2014/UNEMPLOYMENT SERVICES	110.00
Total :						110.00
160045	10/15/2014	0006973 ID WHOLESALER	1053220		PVC CARDS	55.14
Total :						55.14
160046	10/15/2014	0000410 ISLAND COUNTY SOLID WASTE	093014		SEP 2014/TIPPING FEES	77,105.51
Total :						77,105.51
160047	10/15/2014	0000411 ISLAND COUNTY TREASURER	093014		CRIME VICTIM COMPENSATION	212.52
Total :						212.52
160048	10/15/2014	0000415 ISLAND DISPOSAL	100114 3737104		RECYCLING RECYCLING	3,321.45 103.43
Total :						3,424.88
160049	10/15/2014	0000433 ISLAND DRUG	114507203808 114507203955 114509134627 114509135225		INMATE MEDS INMATE MEDS INMATE MEDS INMATE MEDS	2.35 12.08 4.00 29.65

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160049	10/15/2014	0000433 0000433 ISLAND DRUG			(Continued)	Total : 48.08
160050	10/15/2014	0000438 ISLAND PAINT & GLASS	28328		SCREENS	517.96
						Total : 517.96
160051	10/15/2014	0000441 ISLAND SYSTEMS	228000		WATER/MARINA	12.30
			228312		WATER/MARINA	12.30
						Total : 24.60
160052	10/15/2014	0007604 JANSEN, JOSH	100614		WELLNESS INCENTIVE	20.00
						Total : 20.00
160053	10/15/2014	0000476 KERR, JACK	10-14		OCT 2014/PUBLIC DEFENSE SCREENIN	1,400.00
						Total : 1,400.00
160054	10/15/2014	0007537 KESSELRING TACTICAL SUPPLY	1076		DUTY AMMO	586.98
			1078		DUTY AMMO	539.79
			1091		DUTY AMMO	2,495.50
						Total : 3,622.27
160055	10/15/2014	0001475 KOCH, MARGARET	100214		TRAVEL REFUND	21.00
						Total : 21.00
160056	10/15/2014	0000494 LAKESIDE INDUSTRIES	5035034MB		ASPHALT	471.75
			5102694MB		ASPHALT	797.82
			5102712MB		ASPHALT	389.36
						Total : 1,658.93
160057	10/15/2014	0007406 LAW ENFORCEMENT SEMINARS, LLC	84721412265521		REGISTRATION/BAILEY	400.00
						Total : 400.00
160058	10/15/2014	0006941 LEXIPOL, LLC	12115		POLICY MANUAL UPDATE	5,550.00
						Total : 5,550.00
160059	10/15/2014	0004502 LEXISNEXIS RISK DATA MANAGE	1404645-20140930		SEP 2014/MINIMUM COMMITMENT	54.35
						Total : 54.35
160060	10/15/2014	0000522 LUEHR, TOM	1		DRIVING SERVICES	96.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
160060	10/15/2014	0000522 LUEHR, TOM	(Continued) 1		DRIVING SERVICES	132.00		
						Total :	228.00	
160061	10/15/2014	0002449 LUNDGREN, KATHLEEN	1		TRAVEL REFUND	21.00		
						Total :	21.00	
160062	10/15/2014	0007643 MADERIOS, DAWN	101014		KEY DEPOSIT REFUND	5.00		
						Total :	5.00	
160063	10/15/2014	0000530 MAILLIARD'S LANDING NURSERY	90688		YARD WASTE	192.50		
						90719	YARD WASTE	122.50
						90757	YARD WASTE	87.50
						90809	YARD WASTE	157.50
						90903	YARD WASTE	87.50
						90935	YARD WASTE	52.50
						90988	YARD WASTE	105.00
						91034	YARD WASTE	122.50
						91067	YARD WASTE	157.50
						91179	YARD WASTE	70.00
						91224	YARD WASTE	70.00
						91267	YARD WASTE	105.00
						91293	YARD WASTE	105.00
						91343	YARD WASTE	105.00
						91457	YARD WASTE	87.50
						91512	YARD WASTE	70.00
						91548	YARD WASTE	122.50
						91584	YARD WASTE	122.50
						91609	SOIL	22.81
						91621	YARD WASTE	122.50
						91711	YARD WASTE	70.00
						91752	YARD WASTE	70.00
						Total :	2,227.81	
160064	10/15/2014	0000660 MARKET PLACE FOOD & DRUG	311307		GROCERIES	300.66		
						311358	GROCERIES	16.36
						311396	GROCERIES	333.65

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160064	10/15/2014	0000660	0000660 MARKET PLACE FOOD & DRUG		(Continued)	Total : 650.67
160065	10/15/2014	0006072	MASTER'S TOUCH, LLC	P36424 P36425	SEP 2014/POSTAGE FOR LATE NOTICE SEP 2014/POSTAGE FOR STATEMENTS	474.93 2,930.89 Total : 3,405.82
160066	10/15/2014	0006072	MASTER'S TOUCH, LLC	36424 36425	SEP 2014/MAILING SERVICES FOR LAT SEP 2014/MAILING SERVICES FOR STA	278.49 891.23 Total : 1,169.72
160067	10/15/2014	0007644	MCLAUGHLIN, WILLIAM	4855	MOORAGE REFUND	23.47 Total : 23.47
160068	10/15/2014	0002291	MCYOUNG, MARY	1	TRAVEL REFUND	21.00 Total : 21.00
160069	10/15/2014	0004818	MICHAEL BOBBINK LAND USE SRVCS	092614	SEP 2014/EXAMINER SERVICES	1,500.00 Total : 1,500.00
160070	10/15/2014	0005266	MOFFATT & NICHOL ENGINEERS	705443 705974 706458	PROF SVC/STORMWATER OUTFALL RE PROF SVC/STORMWATER OUTFALL RE PROF SVC/STORMWATER OUTFALL RE	8,150.00 14,599.10 3,569.30 Total : 26,318.40
160071	10/15/2014	0006992	MOON, ANDREW	100614	WELLNESS INCENTIVE	20.00 Total : 20.00
160072	10/15/2014	0004423	MUNICIPAL EMERGENCY SERVICES	00563543_SNV	SHIRTS	380.62 Total : 380.62
160073	10/15/2014	0007586	NAGEL, GARRETT	100614	WELLNESS INCENTIVE	20.00 Total : 20.00
160074	10/15/2014	0000608	NC MACHINERY COMPANY	MVCR0036921 MVCS0239231 MVCS0239301	SEAL/ELBOW/CLAMP SEAL/ELBOW/CLAMP HANDLE	-223.00 223.00 71.00 Total : 71.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
160075	10/15/2014	0000612 NELSON PETROLEUM	0533125-IN		FUEL	454.37	
						Total :	454.37
160076	10/15/2014	0000621 NIIRO, CEDRIC	100614		WELLNESS INCENTIVE	20.00	
						Total :	20.00
160077	10/15/2014	0007075 NORTHWEST ASSESSMENT SERVICE	1298		PRE-EMPLOYMENT/SCHRICKER	350.00	
						Total :	350.00
160078	10/15/2014	0001378 NOYES, YVETTE	TRAVEL ADVANCE		TRAVEL ADVANCE	67.00	
						Total :	67.00
160079	10/15/2014	0000672 OAK HARBOR ACE	242878		RSTP	6.52	
			245515		COUPLE/CONDUITS	2.60	
			245606		CONDUIT	4.53	
			245625		SCREWDRIVER	6.51	
			245688		NYLON LINE	20.63	
			245820		PUTTY KNIFE/AERATOR/BRUSH/SCREW	4.83	
			245825		DRILL BIT/FASTENERS	43.71	
			245863		SPRAYPAINT/STENCILS/MASKING TAPI	50.45	
			245873		FASTENERS	11.41	
			245875		CABLE TIES/RSTP	28.23	
			245890		SPRAYPAINT	56.45	
			245893		PEST SPRAY	14.64	
			245942		BULBS	19.56	
			245971		CONCRETE MIX	5.42	
			245997		REDUCER	4.88	
			246006		SEALANT	29.32	
			246050		PAINTBRUSHES/PRIMER	91.24	
			246223		COVERS	28.22	
			246249		FASTENERS	3.07	
			246288		PLUG/CABLE	30.71	
			246289		PEST SPRAY	4.88	
			246354		LEVER	5.42	
			246384		TUBE/TAPE/NIPPLE/HEX/BALL VALVE	70.67	
						Total :	543.90

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160080	10/15/2014	0000668 OAK HARBOR AUTO CENTER	001-207526A 001-207526C 001-216683 001-217565 001-217640 001-217754 001-217759 001-218764 001-218768		SUPPLIES OVERPAYMENT FITTINGS FUNNEL SILICONE HOSE SILICONE HOSE FILTERS BLADERUNNER FILTERS	56.34 -9.42 19.40 5.96 94.42 -23.20 8.48 14.27 14.60 Total : 180.85
160081	10/15/2014	0000673 OAK HARBOR MOTORS	111561 45142		VEHICLE REPAIRS LINE	130.44 304.36 Total : 434.80
160082	10/15/2014	0007548 OFFICE AUTOMATION SYSTEMS	87484		CONTRACT SERVICES	282.62 Total : 282.62
160083	10/15/2014	0003007 OFFICE DEPOT	731678073001 731678073002		DEODORIZER DEODORIZER	180.33 90.17 Total : 270.50
160084	10/15/2014	0002985 PACIFIC TIRE CO. INC	0081334		TIRES	47.74 Total : 47.74
160085	10/15/2014	0001596 PACIFIC TORQUE, LLC	094408		SENSOR	95.01 Total : 95.01
160086	10/15/2014	0007171 PEABODY, CHRISTOPHER	100614		WELLNESS INCENTIVE	20.00 Total : 20.00
160087	10/15/2014	0007610 PERKINS COIE, LLP	5213968		PROF SVC/CONSTRUCTION RELATED	9,828.23 Total : 9,828.23
160088	10/15/2014	0007446 PICCONE, SARA	TRAVEL ADVANCE		TRAVEL ADVANCE	67.00 Total : 67.00
160089	10/15/2014	0000299 PLACE, SANDRA	100614		WELLNESS INCENTIVE	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160089	10/15/2014	0000299 PLACE, SANDRA	(Continued) EXP REIMB		EXP REIMB	780.00
					Total :	800.00
160090	10/15/2014	0005069 PROFORCE LAW ENFORCEMENT	216725		DEF LOW ROLL DD BODY/GRAM RELO	2,227.89
					Total :	2,227.89
160091	10/15/2014	0000746 PUGET SAFETY EQUIPMENT	0022009-IN 0022184-IN 0022185-IN 0022194-IN		GLOVES/CLEATED SOLES GLOVES/VISORS SIGNS BINDERS	1,555.45 405.46 1,639.52 83.13
					Total :	3,683.56
160092	10/15/2014	0003060 RED LION HOTEL YAKIMA CENTER	3805		HOTEL ACCOMMODATIONS/FAKKEMA	246.42
					Total :	246.42
160093	10/15/2014	0000960 REVENUE, WASHINGTON STATE DEPT OF	100814		SALES/USE TAX	58,286.98
					Total :	58,286.98
160094	10/15/2014	0000965 REVENUE, WASHINGTON STATE DEPT OF	100314		LEASEHOLD TAX	30,775.08
					Total :	30,775.08
160095	10/15/2014	0002508 RINEY PRODUCTION SERVICES	10-1351		TAPING SERVICES	2,375.03
					Total :	2,375.03
160096	10/15/2014	0007641 ROBINSON BROTHERS CONSTRUCTION	092914		BUSINESS LICENSE OVERPAYMENT	12.50
					Total :	12.50
160097	10/15/2014	0000774 ROGERS MACHINERY COMPANY, INC	963694		INDICATOR	131.41
					Total :	131.41
160098	10/15/2014	0000781 SAFEWAY	435484 801629		GROCERIES GROCERIES	18.99 18.99
					Total :	37.98
160099	10/15/2014	0000791 SCHEER, KEVIN	100614		WELLNESS INCENTIVE	20.00
					Total :	20.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160100	10/15/2014	0000796 SCHROER, PAUL	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
160101	10/15/2014	0000809 SENIOR SERVICES OF ISLAND	OH09-2014		SEP 2014/SENIOR SERVICES	1,500.00
Total :						1,500.00
160102	10/15/2014	0003782 SHARP ELECTRONICS CORPORATION	C813872-701		SEP 2014/MAINTENANCE CONTRACT	9.22
Total :						9.22
160103	10/15/2014	0000817 SHELLEY, TIM	100614		WELLNESS INCENTIVE	20.00
Total :						20.00
160104	10/15/2014	0002741 SIGLER, DENNIS	4366		MOORAGE REFUND	109.27
Total :						109.27
160105	10/15/2014	0000830 SIRENNET.COM	0176640-IN		POWER SUPPLY	372.29
Total :						372.29
160106	10/15/2014	0000831 SIX ROBBLEES', INC	14-293973 14293974 14-294658 14-294659 14-294660		SOFTWARE UPLOAD CAMERA TIRES WORKLAMP WORKLAMP	687.06 279.55 23.59 63.36 63.36
Total :						1,116.92
160107	10/15/2014	0000814 SKAGIT FARMERS SUPPLY	413676 525245		PROPANE SPREADER	53.87 65.21
Total :						119.08
160108	10/15/2014	0000838 SMITH, TERRY L	10		MUNICIPAL COURT PRO TEM	660.72
Total :						660.72
160109	10/15/2014	0000846 SOUND PUBLISHING	672287 WCW589428 WCW591162		SEP 2014/PUBLICATIONS-ACCT#80125 NOA COMP PLAN AMENDMENT 2014 SI PH ORD NO 1698	112.33 149.52 68.53
Total :						330.38
160110	10/15/2014	0007636 SPANE BUILDINGS, INC	092414		BUSINESS LICENSE OVERPAYMENT	12.50

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160110	10/15/2014	0007636 0007636 SPANE BUILDINGS, INC	(Continued)			Total : 12.50
160111	10/15/2014	0003883 STAPLES BUSINESS ADVANTAGE	3240896313		HEATER	35.79
			3240896320		PLATE	11.19
			3240896322		NAME PLATE	25.27
			3240896323		ADA SIGN	33.93
			3241935607		FILE JACKETS	59.05
			3241935608		FOLDERS/MAILERS/PRINTER/INK	444.69
			3241935609		BUSINESS CARDS	34.91
			3242449636		TONER	256.29
			3243001529		CREDIT	-343.47
			3243001530		TOP LOAD ACRY	142.38
			3243001532		LABEL HOLDER	129.98
			3243746308		TONER/PENS	383.34
			3243746309		DAILY PLANNER/PENS	23.12
			3243746310		WEEKLY PLANNER	67.83
					Total :	1,304.30
160112	10/15/2014	0007642 STOTTS, JOELLA	101014		KEY DEPOSIT REFUND	5.00
					Total :	5.00
160113	10/15/2014	0006330 STRIDER CONSTRUCTION CO, INC	3		PROF SVC/42"OUTFALL	58,072.00
					Total :	58,072.00
160114	10/15/2014	0003749 STUMP, PATRICK L	1		DRIVING SERVICES	162.00
					Total :	162.00
160115	10/15/2014	0000872 SUPERIOR SYSTEMS, INC	S20142861		MATERIAL	295.22
					Total :	295.22
160116	10/15/2014	0000874 SURETY PEST CONTROL	1028555		PEST EXTERMINATION	30.44
			1028560		PEST EXTERMINATION	43.48
			1028568		PEST EXTERMINATION	30.44
					Total :	104.36
160117	10/15/2014	0007637 SVAJDLENKA, JEFFREY	100314		KEY DEPOSIT REFUND	5.00
					Total :	5.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160118	10/15/2014	0000986 TRANSPORTATION, WASHINGTON STATE DE RE 41 JA8351 L004			PROF SVC/18" WATER MAIN	294.94
					Total :	294.94
160119	10/15/2014	0001053 TREASURER, WASHINGTON STATE	100114		COURT/BC FEES	11,614.82
					Total :	11,614.82
160120	10/15/2014	0007032 TRITECH FORENSICS	110458		ROLLS	221.50
					Total :	221.50
160121	10/15/2014	0004903 US BANK	4485591000222970		CREDIT CARD PURCHASES	1,533.68
					Total :	1,533.68
160122	10/15/2014	0004903 US BANK	4485590100104948		CREDIT CARD PURCHASES	839.99
					Total :	839.99
160123	10/15/2014	0004903 US BANK	4485591000646855		CREDIT CARD PURCHASES	722.11
					Total :	722.11
160124	10/15/2014	0004903 US BANK	4485590002431076		CREDIT CARD PURCHASES	183.44
					Total :	183.44
160125	10/15/2014	0000934 UTILITIES UNDERGROUND LOCATION	4090168		SEP 2014/LOCATES	117.04
					Total :	117.04
160126	10/15/2014	0007173 VON HADEN, BRADLEY	TRAVEL REIMB		TRAVEL REIMB	32.00
					Total :	32.00
160127	10/15/2014	0002557 WAGNER, CLIFF	1		TRAVEL REFUND	42.00
					Total :	42.00
160128	10/15/2014	0007388 WALSTAD, TIM	100614		WELLNESS INCENTIVE	20.00
					Total :	20.00
160129	10/15/2014	0007640 WASH MULTI-FAMILY LAUNDRY SYS	092914		BUSINESS LICENSE OVERPAYMENT	12.50
					Total :	12.50
160130	10/15/2014	0001052 WASHINGTON STATE PATROL	I15002038 I15002309		BACKGROUND CHECKS BACKGROUND CHECKS	20.00 477.00

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160130	10/15/2014	0001052	0001052 WASHINGTON STATE PATROL		(Continued)	Total : 497.00
160131	10/15/2014	0006853	WEED, GRAAFSTRA & BENSON, INC, LAW OI 28		PROF SVC/GENERAL 2014	6,278.75
						Total : 6,278.75
160132	10/15/2014	0003897	WELSHANS, KINDLE		TRAVEL ADVANCE	76.50
						Total : 76.50
160133	10/15/2014	0005064	WHATCOM COUNTY AS FINANCE	21742	3RD QTR 2014/MINI CHAIN	387.75
						Total : 387.75
160134	10/15/2014	0003067	WHIDBEY ANIMALS' IMPROVEMENT	1273	SEP 2014/ANIMAL SHELTER	8,333.37
						Total : 8,333.37
160135	10/15/2014	0001000	WHIDBEY AUTO PARTS, INC.	225703	NEO SHEETS	51.46
				225716	NEO SHEETS	29.13
				226241	SCOTSEAL	106.35
						Total : 186.94
160136	10/15/2014	0000675	WHIDBEY COMMUNITY PHYSICIANS	072814-169	PHYSICAL/WELSHANS	150.00
				091214-48	PHYSICAL/BOON	150.00
						Total : 300.00
160137	10/15/2014	0001017	WHIDBEY PRINTERS	47241	BUSINESS CARDS/TYHUIS	54.35
						Total : 54.35
160138	10/15/2014	0007510	WHIDBEY TECH SOLUTIONS	60561	ANTENNA	258.16
						Total : 258.16
160139	10/15/2014	0001010	WHIDBEY TELECOM	3768058	CURRENT NET CHARGES	41.45
				3771114	ALARM MONITORING	63.05
						Total : 104.50
160140	10/15/2014	0004961	WOODWARD, GREGORY	100614	WELLNESS INCENTIVE	20.00
						Total : 20.00
168 Vouchers for bank code : bank						Bank total : 642,582.18

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
168	Vouchers in this report					Total vouchers :	642,582.18

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

Bill No. C/A 4.c
Date: October 21, 2014
Subject: Professional Services Agreement
for 2015 Whidbey Island
Marathon – Orswell Events LLC


FROM: Larry Cort, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

This agenda bill requests City Council approval of a Professional Services Agreement with Orswell Events LLC in the amount of \$17,500 to assist the City with logistical support for the 2015 Whidbey Island Marathon.

SUMMARY STATEMENT

In 2009, the City Council approved the purchase of the Whidbey Island Marathon event. The Marathon attracts runners from throughout the United States and other countries and is an established event that promotes economic development for the City of Oak Harbor.

Sufficient City resources are not available to provide all of the staff support necessary to run a successful event of this scale. Orswell Events LLC, as they did in 2013 and 2014, will assist the City in providing special event planning, promotion, production and staffing services for this large-scale event. The services provided by Orswell Events are intended to complement those services provided by the Oak Harbor Elks Lodge in its role as Race Director. Orswell Events LLC has worked with a wide range of clients including corporations, service clubs, networking and membership organizations and municipalities in the Northwest.

The \$17,500 contract amount is the same as 2014.

FISCAL IMPACT DESCRIPTION

Funds Required: \$17,500

Appropriation Source: Fund #006 – Whidbey Island Marathon

RECOMMENDED ACTION

Authorize the Mayor to sign the agreement with Orswell Events LLC for marathon logistical support as outlined in the Scope of Work for a not to exceed amount of \$17,500.00.

ATTACHMENTS

Professional Services Agreement with Orswell Events LLC.
Scope of Work and Qualifications

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 22nd day of October, 2014, by and between the CITY OF OAK HARBOR, a Washington municipal corporation, hereinafter referred to as the "CITY" and Orswell Events, LLC, 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 November 1, 2014, and shall be completed no later than April 30, 2015, 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 by submitted invoice in accordance with the payment schedule outline in Exhibit "A" (Scope of Work). Total payment amount will not exceed \$17,500.

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, sub-contractors 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 discrimina-

tion. 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 non-compliance 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
865 SE Barrington Drive
Oak Harbor, WA 98277

Orswell Events, LLC
14641 NE 31st St # C8
Bellevue, WA 98007

Scott Dudley, Mayor

Nikki Esparza, City Attorney

Attest:

Approved as to Form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney



Orswell Events, LLC Proposal for Special Event Planning and Production Support of the 2015 Whidbey Island Marathon, Half Marathon, 10K, 5K & 1K Fun Run

BACKGROUND & QUALIFICATIONS

In 2005, Jeff Orswell formed Orswell Events, LLC, offering special event planning, promotion and production services in the Pacific Northwest. With over fifteen years of experience in the special events industry in Seattle, Mr. Orswell has created and produced some of the region's largest events and has built a strong reputation for creativity, reliability and professionalism. Orswell Events prides itself on its staff of experienced special event planning and production professionals as well as a vast network of contracted specialists. Orswell Events manages course operations and logistics for some of the largest running events in the nation and is proud to provide event planning, management and production services for the following events:

- Mercer Island Half Marathon
- Bellevue 5K/10K Run/Walk
- Labor Day Half Marathon & 4 Mile Run/Walk
- Seahawks 12K Run at The Landing
- Alki Beach Run 5K Run/Walk
- Shore Run 5K/10K Run/Walk
- Hot Chocolate 5K/15K Run/Walk
- Seafair Torchlight Run
- Goblin Gallop 5K Run/Walk
- Inland Northwest Craft Beer Festival
- Run With The Fishes 5K Run/Walk
- Everett Craft Beer Festival
- Beast Mode Challenge Mud & Obstacle Run
- Rock 'n' Roll Seattle Marathon & Half Marathon
- Rock 'n' Roll Los Angeles Half Marathon
- Rock 'n' Roll USA Marathon & Half Marathon
- Rock 'n' Roll Portland Half Marathon
- Rock 'n' Roll Nashville Marathon & Half Marathon
- Rock 'n' Roll Las Vegas Marathon & Half Marathon
- Head for the Cure 5K Run/Walk
- West Seattle 5K Run/Walk
- Bremerton Summer Brewfest
- Jazz in July Outdoor Concert Series
- Holiday Tree Lighting at The Landing
- UW Bothell Husky 5K Run/Walk
- NFL Kickoff 5K Run/Walk

PROPOSAL

Orswell Events, LLC will provide the following to the Whidbey Island Marathon in support of the 2015 Whidbey Island Marathon, Half Marathon, 10K, 5K & 1K Fun Run/Walk event taking place on Sunday, April 19th:

EVENT PRODUCTION SERVICES, STAFF AND EQUIPMENT

- Coordinate with the race and city agencies on all required including:
 - Implementation of traffic control plan including:
 - Coordination with National Barricade Company on order quantity of necessary equipment including: cones, delineators, barricade fencing, traffic control signs, no-park signs, etc.
 - Placement and collection of all cones along all race courses (full marathon, ½ marathon, 10K, 5K)
 - Placement and collection after the races of all traffic control diamond signs along courses. Signs to be pre-staged backwards on Saturday, April 18th.
 - *City of Oak Harbor to turn all diamond signs 15 minutes prior to start of race. Orswell Events to collect all signage after races.*
 - *City of Oak Harbor responsible for placement of all HWY 20 diamond traffic control signage. Orswell Events to collect after race participants pass through on race day*
 - *National Barricade responsible for placement and collection of ALL "No-Park" signs along route including HWY 20 & throughout Oak Harbor*



Special Event Planning, Promotion & Production

Orswell Events/Whidbey Island Marathon Support Proposal -Page Two-

EVENT PRODUCTION SERVICES, STAFF AND EQUIPMENT CONT.

- Placement of on-course signage (including mile markers) and collection of equipment behind last participant
- Location identification and placement of on-course portable restrooms in coordination with vendor
- Management of event start and finish lines including Marathon/Half Marathon, 10K & 5K races. Including setup and management of event vendors (timing, restrooms, S/F scaffold, etc.) and finish chute
 - Orswell Events staff to be onsite at marathon start line to work with event vendors and city employees to ensure proper setup and coordination of marathon start
- An Orswell Events event production crew of 8-10 crew members, including overall event lead to ensure all necessary areas of course are set
- On-site event course operations direction and management by Orswell Events Event Director
- Orswell Events to work with event vendors to ensure proper ordering of all on course equipment including: National Barricade, Event Tent/Table/Chair Rentals, On-Course Restrooms, etc.
- Coordination with Race Director to identify all necessary equipment for on-course water stations including list of required items at each location prior to race date.
- Delivery and collection of all required on-course water station equipment and supplies
 - *Orswell Events to deliver all equipment and supplies on Saturday, April 18th and collect after last participant on race day*
 - *Orswell Events responsible for load/unload of all on-course event deliver trucks with City of Oak Harbor employees loading palletized equipment as necessary*
 - *Orswell Events to work with event on proper order of all necessary equipment trucks*
 - *City of Oak Harbor responsible for pickup & drop off of all event equipment trucks*

PRE RACE EXPO & PACKET PICKUP

- Orswell Events Staff onsite at event expo Friday, April 17th to:
 - Set up equipment within expo including all vendor tables and packet pickup tables
 - Assist vendors in load-in to their proper locations
- Orswell Events Staff onsite at expo Saturday, April 17th to:
 - Assist vendors in loading in to expo prior to expo start (ORSWELL EVENTS Staff onsite until 11am)
 - *Event responsible for staffing & management of expo during expo hours (11am – 7pm)*
- Availability to discuss expo footprint and layout at location to ensure best participant flow
- Provide best efforts to contact “running industry” exhibitors to inform of and invite to participate in race expo

EVENT MARKETING & PROMOTION SUPPORT

- Distribution of event marketing collateral (promotional posters, brochures, rack cards, etc.) to running retail stores, gyms, recreation centers and other appropriate outlets within the Seattle/King County market



Special Event Planning, Promotion & Production

Orswell Events/Whidbey Island Marathon Support Proposal -Page Three-

FINANCIAL

Orswell Events, LLC will provide the above outlined services and support of the 2015 Whidbey Island Marathon for a performance fee of \$17,500. *

**Whidbey Island Marathon will be responsible for the cost of hotel rooms needed for Orswell Events Staff. Exact hotel room needs to be determined at a later date.*

**Whidbey Island Marathon will also be responsible for all fuel needed for rental trucks during event and will reimburse Orswell Events for any additional spending to fuel trucks during event*

Orswell Events would require a non-refundable deposit of \$1,000 to be paid to Orswell Events upon signing of an agreement between the Whidbey Island Marathon organization and Orswell Events in order to secure the services of Orswell Events.

OTHER

The Whidbey Island Marathon organization will be responsible for the following in addition to the above listed performance fee:

All permit fees, usage fees, rental equipment fees, production/service/delivery/shipping fees, insurance premiums, postage fees, donations to volunteer groups, costs of food, water, banners, signs, participant shirts, participant bibs, awards and other production supplies, required hotel rooms, fuel, advertising expenses and all other expenses associated with the production of the event will remain the responsibility of the Whidbey Island Marathon organization.

The Whidbey Island Marathon organization will be responsible for reimbursing Orswell Events (upon receipt of an itemized invoice) for the cost of any additional equipment/services that Orswell Events is authorized, in advance, by the Whidbey Island Marathon organization to procure for the event.

Whidbey Island Marathon will provide all necessary/required traffic control equipment and vehicles (box or stakebed trucks) on event day. Whidbey Island Marathon will procure all required/necessary volunteers to serve as course marshals and coordinate plans for deployment and collection of those volunteers along the course. Whidbey Island Marathon shall remain the primary point of contact for the event in all dealings/coordination with the City of Oak Harbor, Island County, WSDOT and other appropriate municipalities, agencies, etc. and will continue managing the permitting process and communication with the police and transportation/public works departments unless requested that Orswell Events provides support. Whidbey Island Marathon will list Orswell Events, LLC as an additionally insured party on its insurance policy.

CLOSING

Orswell Events, LLC is a company committed to providing successful event planning, promotion and production services in the Northwest. The pricing in this proposal is valid for 30 days. We are excited about the possible opportunity to partner with you on your event. Please do not hesitate to contact us with any questions regarding this proposal or to request any additional information.

City of Oak Harbor City Council Agenda Bill

Bill No. 6.a
Date: October 21, 2014
Subject: Senior Center: Setting a New
Membership Dues Amount

FROM: Steve Powers, Development Services Director
Mike McIntyre, Senior Services Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

This agenda bill presents a proposed increase in the Senior Center annual membership dues. The City Council is asked to consider approving a resolution setting the revised dues at forty (40) dollars per year.

AUTHORITY

RCW 35A.11.020 provides local legislative bodies the authority to provide cultural and recreational services and to charge fees to support those services.

FISCAL IMPACT DESCRIPTION

Estimated increased revenues of \$8,000 per annum for Senior Services revenue account
129.10.347.090.0000

SUMMARY STATEMENT

The City Council established the present Senior Center membership dues of thirty (30) dollars per year on December 21, 2010 (effective January 1, 2011). The dues have remained unchanged since that time.

When staff was preparing the 2015-2016 Senior Center budget for the City Council's consideration, it became apparent that an increase in the user (membership) fees was needed to help compensate for recent reductions in local financial support.

The proposed increase was presented to the Oak Harbor Senior Services Advisory Board on July 29, 2014. They recommended a Senior Center membership dues increase of ten (10) dollars per year (for a total of \$40 per person per year) to help compensate for reductions in funding support.

An increase of ten dollars per year should yield between eight and nine thousand additional dollars to support Senior Center operations each year. The OH Senior Services Advisory Board and Senior

City of Oak Harbor City Council Agenda Bill

Services Administrator believe the proposed dues increase will likely be acceptable to most members and should not cause undue financial hardship to our membership. Special accommodations are made for those seniors unable to afford dues. In lieu of paying for an annual membership, Senior Center facility users may pay a daily use charge of one dollar per day.

COUNCIL WORKSHOP REPORT

This item was presented at a City Council Workshop held on September 24, 2014.

RECOMMENDED ACTION

Adopt Resolution 14-34

ATTACHMENTS

Resolution 13-24

RESOLUTION NO. 14-34

A RESOLUTION OF THE CITY OF OAK HARBOR SETTING SENIOR CENTER MEMBERSHIP DUES

WHEREAS, the Oak Harbor City Council conducted a public meeting on October 21, 2014, and determined that the Senior Center membership dues should be set at forty (40) dollars per year in order to assist in offsetting the reduction in other sources of funding used for Senior Center operations.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor that the Senior Center membership dues are set at forty (40) dollars per year effective January 1, 2015.

PASSED and approved by the City Council this ____ day of _____, 2014.

THE CITY OF OAK HARBOR

Scott Dudley
Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

City of Oak Harbor City Council Agenda Bill

Bill No. 6.b
Date: October 21, 2014
Subject: Resolution No. 14-38: Storm
Drain Fund #404 Interfund Loan

FROM: Doug Merriman, Finance Director 

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor

 Larry Cort, City Administrator

 Nikki Esparza, City Attorney, as to form

PURPOSE

A resolution to establish a temporary interfund loan from the Equipment Replacement Fund #502 (“lending fund”) to the Storm Drain Fund #404 (“borrowing fund”) to provide short-term cash flow coverage during the remaining period of the 42” storm drain outflow construction project.

FISCAL IMPACT DESCRIPTION

Funds required: \$ 1,800,000.00

SUMMARY STATEMENT

The City is nearing the completion of constructing the 42” storm drain outflow project located in Windjammer Park. The current funding package includes the receipt of an approved Public Works Trust Fund loan #PC12-951-048 in the amount of \$1,600,000.00, which is funded to the City on a reimbursement request basis, in addition to the provision of approximately \$300,000.00 in matching funds from the Storm Drain Fund #404 to be funded by rates.

The City has sufficient funds for funding the entire project. However, due to the reimbursement nature of the PWTF loan proceeds being potentially delayed from 30 to 60 days between date of the City’s reimbursement request and the subsequent funding date of the Public Works Board payment, temporary cash financing is needed to bridge the 30 to 60 day period of time. Accordingly, an interfund loan is proposed to provide temporary cash flow coverage between the date of invoice payment and the date of reimbursement by the Public Works Board.

The terms of the interfund loan are as follows:

- 1) Form of loan structure: Line of credit
- 2) Date of interfund loan: October 22, 2014.
- 3) Amount of Interfund Loan: Not to exceed \$1,800,000.00
- 4) Maturity of interfund loan: April 30, 2015 (6 months).
- 5) Interest rate: 1% annual rate.
- 6) Disbursement of interfund loan proceeds: Draws will be incurred as required.

City of Oak Harbor City Council Agenda Bill

- 7) Schedule of repayment: Principle draws against the interfund loan will be paid upon receipt of loan proceeds from PWTF Loan #PC12-951-048, plus any accrued interest. Any outstanding principal balance that may exist at the date of maturity of the interfund loan will be paid-in-full.

RECOMMENDED ACTION

1. Adopt Resolution No. 14-38

ATTACHMENTS

1. Draft Resolution No.14-38

RESOLUTION NO.14-38

A RESOLUTION PROVIDING FOR AN INTERFUND LOAN IN THE AMOUNT NOT TO EXCEED ONE MILLION EIGHT HUNDRED DOLLARS (\$1,800,000.00) FROM THE EQUIPMENT REPLACEMENT FUND #502 (“LENDING FUND”) TO THE STORM DRAIN FUND #404 (“BORROWING FUND”).

WHEREAS, the City desires to obtain temporary cash flow financing for Storm Drain Fund #404 42-inch outflow project located in Windjammer Park; and

WHEREAS, the City has obtained long-term project financing through the approval and receipt of a Public Works Trust Fund loan # PC12-951-048. The loan proceeds are disbursed on a reimbursement basis through the utilization of draw requests provided by the City to the Public Works Trust Fund Board; and

WHEREAS, in order to ensure that the Storm Drain Fund #404 maintains an adequate cash flow level to meet project obligations between the reimbursement request date and the subsequent date of receipt of proceeds from the requested PWTF loan, the City desires to obtain temporary cash flow financing, as required, during the term of the construction project; and

WHEREAS, the Storm Drain Fund #404 desires to obtain interim, short-term financing by the use of an interfund loan from the Equipment Replacement Fund #502 to the Marina Fund #410 in an amount not to exceed \$1,800,000.00. Interfund loan proceeds will be disbursed at the time PWTF loan reimbursement requests are submitted by the City. Interest will begin to accrue at the time of disbursement of the interfund loan proceeds. Subsequent principle draws and corresponding repayments may occur during the life of the interfund loan, as needed; and

WHEREAS, the repayment of principle of the interfund loan will occur as PWTF loan proceeds are received by the City, including any accrued interest, with any remaining outstanding principle of the interfund loan to be fully paid at the date of maturity of the interfund loan note, with an option to refinance the combined principal balance plus accrued interest at the option of City Council; and

WHEREAS, the Storm Drain Fund #404 has sufficient revenues to be able over the period of the interfund loan to make the specified principle and interest payments as required.

THE CITY COUNCIL OF THE CITY OF OAK HARBOR does hereby resolve as follows:

SECTION ONE: A temporary interfund loan shall be established from the Equipment Replacement Fund #502 to the Storm Drain Fund #404 for an amount not to exceed \$1,800,000.00.

SECTION TWO: The interfund loan will mature on April 30, 2015. At that date, any outstanding principal balance plus accrued interest thereon shall become due and payable in full, with the option of refinancing the combined principal and accrued interest at the option of City Council. Prepayment of any outstanding loan balance, plus accrued interest, is permitted at any time prior to the established maturity date. Subsequent draws on the interfund loan are allowed as required for cash flow needs during the term of the interfund loan agreement

SECTION THREE: The rate of interest on the interfund loan shall be established at the rate of 1.0% per annum. The rate of interest shall be assessed against the outstanding balance drawn against the interfund loan at maturity on April 30, 2014, or at an earlier date if the interfund loan is paid in advance of the interfund loan maturity date.

SECTION FOUR: Upon receipt of the proceeds from the Public Works Trust Fund loan, the Storm Drain Fund #404 will utilize such proceeds to immediately pay off any outstanding interfund loan balance, plus any related accrued interest.

SECTION FIVE: The Finance Director shall make necessary transfers as per this resolution. A note covering this transaction shall be issued to the Equipment Replacement Fund #502 from the Storm Drain Fund #404 as evidence of this obligation.

PASSED by the City Council and approved by its Mayor this 21st day of October, 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to Form:

Anna Thompson, Esq., City Clerk

Nikki Esparza, City Attorney

Introduction:
Adopted:
Published: 10/25/14

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

Bill No. 9.a
Date: October 21, 2014
Subject: Update to the Transportation Element of
the Comprehensive Plan – Surface
Transportation Program – Regional Grant
Application

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to seek City Council's authorization to complete an application for federal surface transportation grant funds for updating the Transportation Element of the Comprehensive Plan.

FISCAL IMPACT DESCRIPTION

Funds Required: \$32,625
Appropriation Source: Arterial Streets Fund

SUMMARY STATEMENT

The Transportation Element of the Comprehensive Plan is required under [RCW 36.70A.070](#). An update to the Transportation Element is required on or before June 30, 2016 under [RCW 36.70A.130](#).

The Federal Government provides an annual allocation of Surface Transportation Program-Regional (STP-R) grant funds to states which, in turn, distribute the funds to local agencies for qualifying transportation projects. Utilizing STP-R funds requires a minimum local match of 13.5% of the granted amount. The Regional Transportation Planning and Metropolitan Planning Organizations in Washington organize a competitive project selection process for awarding STP-R funds to local agencies within their jurisdictions. The Island Sub-Regional Transportation Planning Organization issued a call for projects on August 29, 2014 for projects in Island County to be prioritized for the years 2015 through 2018. Local agencies in Island County eligible to receive STP funds include; Island County, Oak Harbor, Coupeville, Langley, Island Transit, ports of Coupeville and South Whidbey and any other regional governmental agency with responsibility for oversight of transportation that the State deems to be eligible. Applications were due to the Island County Transportation Planner on October 3, 2014.

Oak Harbor submitted a draft STP-R grant application for updating the Transportation Element of the Comprehensive Plan on October 3, 2014 and needs to have an executed application submitted by October 22, 2014 to remain in contention for the grant. The total estimated cost for the update is \$240,625. The grant application requests \$208,000 in assistance with a local funding match of \$32,625.

CITY COUNCIL WORKSHOP

This item has not been presented at a Council workshop.

RECOMMENDED ACTION

Authorize the Mayor to sign the Surface Transportation Program-Regional grant application for funding the update to the Transportation Element of the Comprehensive Plan.

ATTACHMENTS

Draft STP-R application

ISLAND COUNTY SUBREGION 2015 STP-R PROSPECTUS

Application Due Date: October 3, 2014 at 4:30 PM

**Submit an electronic copy and 10 paper copies to:
Doug Cox, RTPO Transportation Planner, Island County Public Works, P.O. Box 5000,
Coupeville, WA 98239 / d.cox@co.island.wa.us**

Agency/ Sponsoring Agency:	City of Oak Harbor, Public Works	Biennium:	
Address:	865 SE Barrington Drive Oak Harbor, WA 98277	Contact Person:	Joe Stowell, City Engineer
Phone No:	(360)279-4520	Email Address:	jstowell@oakharbor.org

Identification:

Project/ Road Name: Update to the Transportation Element of the Comprehensive Plan

Fed. Funct. Class: n/a Beginning Milepost: n/a Ending Milepost: n/a
See [WSDOT Functional Class Map](#) to determine road classification. Qualifying roads are 2,6,7,8,14,16,17

Six Year T.I.P. Priority No. 11 STP Category: Surface Transportation Planning
(See [eligible activities](#))

Description of Project & Conditions to be Corrected by Project:

(Attach additional sheets if necessary)

Estimated Total Cost: \$240,625 STP Funds Requested: \$208,000

Matching Percentage: 13.6 %

Local Project Approval

STP Project Prospectus prepared under the supervision of:

Scott Dudley
Mayor, City of Oak Harbor

Date

Island County Region Project Approval:

STP Project Approved with a priority rating of: _____

Chair, Island RTPO Policy Board _____ Date _____

**ISLAND COUNTY SUBREGION
2015 STP-R RATING SHEET**

Note to Applicant: On a separate sheet, describe how your project will meet or address the various concerns listed below, as well as any other relevant information about the project. Project prioritization will depend primarily on the information provided.

Project Applicant: City of Oak Harbor

Project Name: Update to the Transportation Element of the Comprehensive Plan

STP-R Funds Requested: \$ 208,000.00

- | | | |
|----------|---|--------------------|
| 1 | BETTER USE OF EXISTING FACILITIES | 25 pts Max. |
| | <ul style="list-style-type: none">• Maximizes people-moving and freight-carrying efficiency• Improves level of service and/or capacity• Provides system continuity• Establishes or preserves right of way corridors• Enhances economic development through the movement of people and goods | |
| 2 | COORDINATION OF TRANSPORTATION MODES | 20 pts Max. |
| | <ul style="list-style-type: none">• Incorporates multiple modes into a single project | |
| 3 | ENVIRONMENTAL CONSIDERATIONS | 10 pts Max. |
| | <ul style="list-style-type: none">• Improves air quality or noise reductions• Provides ample mitigations to impacts to environment• Provides scenic or historical enhancements• Enhances healthy communities | |

4 LOCAL COMPREHENSIVE PLAN, REGIONAL TRANSPORTATION PLAN, AND WHIDBEY SCENIC ISLE WAY CORRIDOR MANAGEMENT PLAN CONSISTENCY. 10 pts Max

5 SAFETY ENHANCEMENTS 20 pts Max

- Incorporates safety features to protect the traveling public

6 MULTIPLE PARTICIPATION 15 pts Max.

- Maximizes allocations with other funds
- Participation of other agencies/private partnerships
- Greater than required match

Additional Information

Please provide the following additional information regarding your STP project

1. Status:

- a) Fulfills the recommendation of the Oak Harbor Comprehensive Plan. 20_12___ - 20_32___
- b) Is the project listed in the current six year TIP? Yes X No*
* will be included in the forthcoming TIP.
- c) Project timeline: Winter 2014 start date Winter 2015 completion date
- d) Phased Project?: Yes No X

2. Project Cost Estimates:

- a) PE costs: N/A Percent of P.E. completion: N/A %
- b) Right of way costs: N/A
- c) Construction costs: (Includes construction engineering) N/A
- d) Planning costs: \$240,625
- e) Total project cost: \$240,625
- f) Date cost estimates prepared: 9/26/2014
- g) Source of information for developing cost estimates: Other recent projects similar in scope
- h) Source of matching funds: City of Oak Harbor Arterials Fund Funds approved? Yes
- i) Biological Assessment (BA): N/A

3. Site Evaluation:

- a) Soil type: (Soil Conservation Map) N/A
- b) Wetlands on site or vicinity? N/A
- c) Known archaeological sites in project vicinity? N/A
- d) Steep and/or unstable slopes on project site? N/A
- e) List known protected or endangered species living on or near project site. N/A
- f) Will a drainage plan be required? N/A
- g) Is project located in a flood hazard area? N/A
- h) Is the project subject to Section 4(F) or Section 106? N/A

4. Right of Way Acquisition:

- a) Describe right of way or easements that have been obtained. N/A
- b) Describe necessary right of way or easements that have not been finalized. N/A

5. Indicate known significant public support or opposition: None.

6. Explain how project complies with the Americans with Disabilities Act. All projects proposed within the Transportation Plan update will have to comply with all federal standards for accessibility.

<p>For RTPO Technical Committee Use Only</p> <p>Project on-site inspection conducted on _____ by _____</p> <p>WSDOT project review team analysis completed on _____</p>

Appendix A: Island County Subregion 2015 STP-R Rating Sheet

Project Applicant: City of Oak Harbor

Project Name: Update to the Transportation Element of the Comprehensive Plan

STP-R Funds Requested: \$208,000.00

1 BETTER USE OF EXISTING FACILITIES

25 pts Max.

- Maximizes people-moving and freight-carrying efficiency
- Improves level of service and/or capacity
- Provides system continuity
- Establishes or preserves right of way corridors
- Enhances economic development through the movement of people and goods

The update to the Transportation Element of the Comprehensive Plan will provide clear direction for transportation programs and facilities in and around Oak Harbor. This is the document that justifies and facilitates the City's planned transportation improvements over the next six years. The Inventory and Assessment elements of the planning process will study all existing transportation resources and identify areas of increasing future demand and predicted failure. The resulting Goals and Policies elements will include specific objectives through which the projected demands and failures will be addressed by improvement projects that allow the transportation system to thrive.

All of the capital projects proposed in the existing Plan were aimed to increase the ease of movement for people and freight throughout the City. In the update, particular focus will be given to projects that reduce local reliance on SR-20 as the sole north/south route through the City. Rather, emphasis will be placed on projects that provide more optional routes around the City and increase the use of east-west connectors in areas where growth is anticipated; for example, the east/west extension of Gun Club Road or NE 16th Avenue. Although some east/west extensions will require the acquisition of small stretches of rights-of-way through the County, the benefits of reducing congestion on SR-20 extend well beyond City limits.

The anticipated improvements that will be included in the Plan update will enhance the economy by achieving two objectives: 1) reducing congestion in the main commercial corridor by creating alternative routes for those who are trying to bypass the commercial areas, and 2) enhancing access to waterfront amenities such as trails and parks (e.g., through the extension of Bayshore

Drive). Easing access within the City's commercial areas and leading to the popular waterfront should enhance the experience of recreation and shopping in Oak Harbor.

The existing Comprehensive Plan largely focused on the preservation of existing infrastructure with only upgrades and extensions to enhance efficiency of travel. Repair and extension is generally preferred over the construction of entirely new road systems; although a few projects that will likely have large sections of new construction. The concept of 'maintain and improve' appeared throughout the existing Plan and will not be lost in the update.

The City has also been collaborating with the County to preserve the width of necessary corridors for future growth and create greater continuity for road classifications as they cross jurisdictional boundaries onto the County road system. This will continue as an important element of the new Plan.

2 COORDINATION OF TRANSPORTATION MODES

20 pts Max.

- Incorporates multiple modes into a single project

The Transportation Element update will include goals and policies that incorporate Island Transit, as did the last Comprehensive Plan. The aim is to plan for and fund transit improvements (i.e., specific individual projects) that incorporate pedestrian and bicycle modes of travel to allow for seamless multi-modal trips. This can include bike racks at bus stops and on buses, road striping and crosswalks strategically located near bus stops, park-and-rides, and bus shelters and benches. For example, the extension of Bayshore Drive will include new Class II bicycle facilities (i.e., dedicated bicycle lanes).

The update to the Transportation Element will include both a Bicycle Master Plan and a Pedestrian Master Plan, complete with design specifications and incentive/educational programs. One ongoing project that is currently underway is the revision of the sidewalk requirements in the City's municipal code. The Pedestrian Master Plan within the Transportation Update will be a critical tool in informing that process. It will provide publicly-vetted direction for both the requirement and locations of contiguous sidewalk networks throughout the City.

3 ENVIRONMENTAL CONSIDERATIONS

10 pts Max.

- Improves air quality or noise reductions
- Provides ample mitigations to impacts to environment
- Provides scenic or historical enhancements
- Enhances healthy communities

The existing Comprehensive Plan includes an emphasis on trail construction and extension, pedestrian facilities, and providing for the needs of transit and bicycle traffic. The Update will also identify reliable sources of funding (grants, taxes, fees, and loans) and prioritize these projects. The Update will build upon the goal of increasing multi-modal travel and systematically assess where these modes are in greatest need or would best enhance LOS by replacing individual vehicle trips with human-powered and/or shared/public modes of travel. The benefits of human-powered and/or shared/public travel are both environmental and health-promoting, and the growing national focus on alternative modes will be promoted during the planning process. Additionally, the Plan will have a holistic approach in coordinating the Transportation Element with the Land Use Element, so that multi-modal options are incorporated into design standards for development in the City.

The preservation of natural vegetation in transportation rights-of-way is a goal in the existing Comprehensive Plan and will continue to be important to this community. This also includes the consideration of (and mitigation for, if necessary) environmentally-sensitive areas during the planning of all transportation projects.

4 LOCAL COMPREHENSIVE PLAN, REGIONAL TRANSPORTATION PLAN, AND WHIDBEY SCENIC ISLE WAY CORRIDOR MANAGEMENT PLAN CONSISTENCY. 10 pts Max

The Plan update is a mandatory element of the required comprehensive plan for all counties and cities who plan according to Washington 's Growth Management Act. As a participating jurisdiction within Island County, the City of Oak Harbor must complete a major comprehensive plan review and update every eight years. The next deadline for the updated plan is June 30, 2016.

The Update will be consistent with the existing Comprehensive Plan and will advance its goals while developing new strategies for the needs that emerge through the planning process. Through collaboration among City departments and with Island County Public Works, the Update will be consistent with The Regional Transportation Plan and Scenic Isle Way Corridor Plan. The Scenic Isle Way Plan specifically recommends collaboration between the different jurisdictions to achieve shared goals for the Scenic Byway. Efforts will be made to target the identified goals and projects in those plans for incorporation into the Transportation Element update. This will help to provide seamless transitions between City and County, and between local City

arterials and SR-20.

5 SAFETY ENHANCEMENTS

20 pts Max

- Incorporates safety features to protect the traveling public

The provision of various transportation options is central to the Transportation Element, and so is the enhancement of safety for all users of the system in and around Oak Harbor. This is reflected in many if not all of the capital projects listed in the existing Plan and in the 6-year TIP.

All of the projects that will enhance the flow of traffic, reduce mode conflicts, increase LOS at intersections, and provide features like additional pull-outs will increase safety. Additionally, the road maintenance projects that address where there are existing structural failures or hazards will directly address safety concerns. This Plan Update will identify and prioritize the most-needed projects, largely based upon their safety benefits.

6 MULTIPLE PARTICIPATION

15 pts Max.

- Maximizes allocations with other funds
- Participation of other agencies/ private partnerships
- Greater than required match

The City can contribute 13.5% of the match needed for the Plan update; this will come from the City of Oak Harbor Arterials Fund. No other contributing financial partners are anticipated at this time, nor are other funds available to assist in completion of the Plan.

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

Bill No. 9.b
Date: October 21, 2014
Subject: NW Heller Street – Application for
Surface Transportation Grant Funds

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to seek City Council's authorization to complete an application for federal surface transportation grant funds for an overlay of NW Heller Street.

FISCAL IMPACT DESCRIPTION

Funds Required: \$62,000
Appropriation Source: Arterial Streets Fund

SUMMARY STATEMENT

The Federal Government provides an annual allocation of Surface Transportation Program-Regional (STP-R) grant funds to states which, in turn, distribute the funds to local agencies for qualifying transportation projects. Utilizing STP-R funds requires a minimum local match of 13.5% of the granted amount. The Regional Transportation Planning and Metropolitan Planning Organizations in Washington organize a competitive project selection process for awarding STP-R funds to local agencies within their jurisdictions. The Island Sub-Regional Transportation Planning Organization issued a call for projects on August 29, 2014 for projects in Island County to be prioritized for the years 2015 through 2018. Local agencies in Island County eligible to receive STP funds include; Island County, Oak Harbor, Coupeville, Langley, Island Transit, ports of Coupeville and South Whidbey and any other regional governmental agency with responsibility for oversight of transportation that the State deems to be eligible. A draft application was submitted to the Island County Transportation Planner on October 3, 2014. An executed application must be submitted by October 22, 2014 to remain in contention for the grant. A recent review of STP-R grant applications indicates that this project may not be funded for the 2015 funding cycle. However, submittal of the grant application increases our chances of receiving grant funding in the future.

The proposed overlay extends from the W. Whidbey Avenue intersection north to the intersection with NW Crosby Ave. This segment of Heller Street is currently in fair condition but is exhibiting deterioration due to age, wear and utility cuts. An overlay installed prior to failure of the existing pavement will preserve the roadway at a lower cost than reconstruction after failure. The estimated cost of design and construction of the overlay is \$345,000. The application for STP-R grant funding is in the amount of \$298,000.

Title II of the Americans with Disabilities Act (ADA) requires that state and local governments ensure that whenever streets, roadways, or highways are *altered* to provide curb ramps where street level pedestrian walkways cross curbs. Alterations of streets, roads, or highways include activities such as reconstruction, rehabilitation, *resurfacing*, widening, and projects of similar scale and effect. Maintenance activities on streets, roads, or highways, such as filling potholes, are not alterations.

This requirement is interpreted to mean that existing curb ramps that do not comply with current ADA standards must be replaced with ramps that do comply whenever a street is altered. It is unlikely that existing curb ramps on NW Heller Street comply with the current standards. The existing curb ramps on NW Heller must be replaced in conjunction with the overlay project. The real kicker is that retrofitting new ADA compliant curb ramps is not eligible for STP-R funding. The curb ramp retrofit must be paid from another source. There are 14 existing curb ramps on NW Heller Street that need to be replaced with the overlay project. The estimated cost of replacement is \$15,000.

The combined costs of the local matching funds for the overlay and the cost of curb ramp reconstruction are estimated to be \$62,000.

CITY COUNCIL WORKSHOP

This item has not been presented at a City Council workshop.

CITY COUNCIL PREVIOUS ACTIONS

September 3, 2013 - Authorized the Mayor to sign a grant funding applications for overlay of NW Heller Street to the Transportation Improvement Board Arterial Preservation Program.

RECOMMENDED ACTION

Authorize the Mayor to sign the Surface Transportation Program-Regional grant application for asphalt overlay of NW Heller Street.

ATTACHMENTS

Draft STP-R grant application for overlay of NW Heller Street.
Vicinity Map

ISLAND COUNTY SUBREGION 2015 STP-R PROSPECTUS

Application Due Date: October 3, 2014 at 4:30 PM

**Submit an electronic copy and 10 paper copies to:
Doug Cox, RTPO Transportation Planner, Island County Public Works, P.O. Box 5000,
Coupeville, WA 98239 / d.cox@co.island.wa.us**

Agency/ Sponsoring Agency:

City of Oak Harbor

Address:

865 SE Barrington Drive

Oak Harbor, WA 98277

Phone No:

360 279-4500

Biennium:

2015 - 2016

Contact Person:

Arnie Peterschmidt

Email Address:

apeterschmidt@oakharbor.org

Identification:

Project/ Road Name: NW Heller Street Overlay

Fed. Funct. Class: 4 Beginning Milepost: W. Whidbey Ave intersection Ending
Milepost: NW Crosby Ave intersection

See [WSDOT Functional Class Map](#) to determine road classification. *Qualifying roads are 2,6,7,8,14,16,17*

Six Year T.I.P. Priority No. 10 STP Category: Resurfacing

(See [eligible activities](#))

Description of Project & Conditions to be Corrected by Project:

NW Heller Street is classified as a minor arterial and is the north half of the primary north-south thoroughfare west of SR-20 in Oak Harbor. This street is a vital link between the most populous Oak Harbor neighborhoods and Whidbey Island Naval Air Station, the largest employer in Island County. Heller Street is also a parallel, alternate route to SR-20. The existing pavement remains in good, serviceable condition however substantial longitudinal cracking exists over the entire segment proposed for overlay. To date the cracking is age related and is not the result of subgrade failure. There has also been significant development and re-development on the properties abutting NW Heller Street resulting in street cuts for utility installation and joints between newer and older pavement.

Estimated Total Cost: \$345,000 STP Funds Requested: \$298,000

Matching Percentage: 13.6 %

Local Project Approval

STP Project Prospectus prepared under the supervision of:

Scott Dudley
Mayor, City of Oak Harbor

Date

Island County Region Project Approval:

STP Project Approved with a priority rating of: _____

Chair, Island RTPO Policy Board _____ Date _____

**ISLAND COUNTY SUBREGION
2015 STP-R RATING SHEET**

Note to Applicant: On a separate sheet, describe how your project will meet or address the various concerns listed below, as well as any other relevant information about the project. Project prioritization will depend primarily on the information provided.

Project Applicant: City of Oak Harbor
Project Name: NW Heller Street Overlay
STP-R Funds Requested: \$298,000

- | | | |
|----------|---|--------------------|
| 1 | BETTER USE OF EXISTING FACILITIES | 25 pts Max. |
| | <ul style="list-style-type: none">• Maximizes people-moving and freight-carrying efficiency• Improves level of service and/or capacity• Provides system continuity• Establishes or preserves right of way corridors• Enhances economic development through the movement of people and goods | |
| 2 | COORDINATION OF TRANSPORTATION MODES | 20 pts Max. |
| | <ul style="list-style-type: none">• Incorporates multiple modes into a single project | |

3 ENVIRONMENTAL CONSIDERATIONS 10 pts Max.

- Improves air quality or noise reductions
- Provides ample mitigations to impacts to environment
- Provides scenic or historical enhancements
- Enhances healthy communities

4 LOCAL COMPREHENSIVE PLAN, REGIONAL TRANSPORTATION PLAN, AND WHIDBEY SCENIC ISLE WAY CORRIDOR MANAGEMENT PLAN CONSISTENCY. 10 pts Max

5 SAFETY ENHANCEMENTS 20 pts Max

- Incorporates safety features to protect the traveling public

6 MULTIPLE PARTICIPATION 15 pts Max.

- Maximizes allocations with other funds
- Participation of other agencies/private partnerships
- Greater than required match

Additional Information

Please provide the following additional information regarding your STP project

1. Status:

- a) Fulfills the recommendation of Oak Harbor Comprehensive Plan. 2012
- b) Is the project listed in the current six year TIP? Yes X No
- c) Project timeline: 1/2015 start date 10/2015 completion date
- d) Phased Project?: Yes X No

2. Project Cost Estimates:

- a) PE costs: \$30,000 Percent of P.E. completion: 0 %
- b) Right of way costs: \$0
- c) Construction costs: (Includes construction engineering) \$311,000
- d) Planning costs: \$4,000
- e) Total project cost: \$345,000
- f) Date cost estimates prepared: 9/2014
- g) Source of information for developing cost estimates: Local projects of similar scope and scale
- h) Source of matching funds: Arterial Street Funds Funds approved? Pending
- i) Biological Assessment (BA): na

3. Site Evaluation:

- a) Soil type: (Soil Conservation Map) Everett-Alderwood Complex 0 to 5% slope
- b) Wetlands on site or vicinity? no
- c) Known archaeological sites in project vicinity? no
- d) Steep and/or unstable slopes on project site? no
- e) List known protected or endangered species living on or near project site. none known
- f) Will a drainage plan be required? no
- g) Is project located in a flood hazard area? no
- h) Is the project subject to Section 4(F) or Section 106? no

4. Right of Way Acquisition:

- a) Describe right of way or easements that have been obtained.
All work will occur within the existing right of way.
- b) Describe necessary right of way or easements that have not been finalized.
None.

5. Indicate known significant public support or opposition: None known.

6. Explain how project complies with the American's with Disabilities Act.

The existing sidewalks along the project will be retrofitted with new curb ramps in accordance with current requirements of the American's with Disabilities Act. The new curb ramps will be installed in a separate project.

For RTPO Technical Committee Use Only

Project on-site inspection conducted on _____ by _____

WSDOT project review team analysis completed on _____

CITY OF OAK HARBOR RATING RESPONSES

NW HELLER STREET OVERLAY PROJECT

BETTER USE OF EXISTING FACILITIES

- Maximizes people-moving and freight-carrying efficiency
- Improves level of service and/ or capacity
- Provides system continuity
- Establishes or preserves right of way corridors
- Enhances economic development through the movement of people and goods

NW Heller Street is a primary link in the Oak Harbor and Island County transportation network. NW Heller Street connects the most populous neighborhood in Oak Harbor with NAS Whidbey Island, the largest employer in Island County. It also is an important link between the unincorporated areas west of Oak Harbor and Oak, Harbor, NAS Whidbey Island and SR-20. NW Heller Street is also an alternative parallel route to SR-20 through Oak Harbor. Maintaining NW Heller Street is vital to efficient movement people in the west neighborhoods of Oak Harbor and unincorporated areas west of Oak Harbor as they travel between home, work and the commercial core of the City. The overlay will preserve the transportation corridor and maintain system continuity. Oak Harbor is bounded on the north and east by NAS Whidbey Island and the Seaplane Base. Because of this growth in Oak Harbor is limited to areas west and south of the City and Heller Street will become increasingly important to development and movement of people and goods in and around Oak Harbor.

2 COORDINATION OF TRANSPORTATION MODES

- Incorporates multiple modes into a single project

An overlay will improve conditions for motorized transportation including transit bus service on NW Heller Street. The overlay project will also necessitate retrofitting the curb ramps on NW Heller Street to meet current ADA standards which will improve the level of service to all pedestrians.

3 ENVIRONMENTAL CONSIDERATIONS

- Improves air quality or noise reductions
- Provides ample mitigations to impacts to environment
- Provides scenic or historical enhancements
- Enhances healthy communities

Overlaying NW Heller Street will not have direct environmental impacts. Not overlaying Heller Street will, over time, result in environmental degradation. Heller is an important transportation corridor. If the condition of the street deteriorates the level of service and efficiency of the street network is reduced leading to increased traffic congestion, longer trips and the resultant increase in air pollution. Inadequate maintenance will eventually result in the need to reconstruct the street thereby increasing the resources of all kinds that must be devoted to the facility.

4 LOCAL COMPREHENSIVE PLAN, REGIONAL TRANSPORTATION PLAN, AND WHIDBEY SCENIC ISLE WAY CORRIDOR MANAGEMENT PLAN CONSISTENCY.

An overlay of NW Heller Street is consistent with the Transportation Element of the Oak Harbor Comprehensive Plan, the Transportation Element of the Island County Comprehensive Plan and the Skagit-Island Counties Metropolitan and Regional Transportation Plan and is not inconsistent with the Whidbey Isle Way Corridor Management Plan.

5 SAFETY ENHANCEMENTS

- Incorporates safety features to protect the traveling public.

The NW Heller Street overlay will necessitate replacement of the existing curb ramps in order to comply with the Americans with Disabilities Act (ADA). New curb ramps that meet the current ADA standards will provide safer pedestrian travel along NW Heller Street particularly for disabled pedestrians. The STP-R funds requested with this application cannot be used for ADA improvements, The ADA improvements will be constructed as a separate project if this application is successful.

6 MULTIPLE PARTICIPATION

- Maximizes allocations with other funds
 - Participation of other agencies/private partnerships
- Greater than required match

The City can contribute 13.5% of the match needed for the overlay; this will come from the City of Oak Harbor Arterials Fund. No other contributing financial partners are anticipated at this time.



Google earth

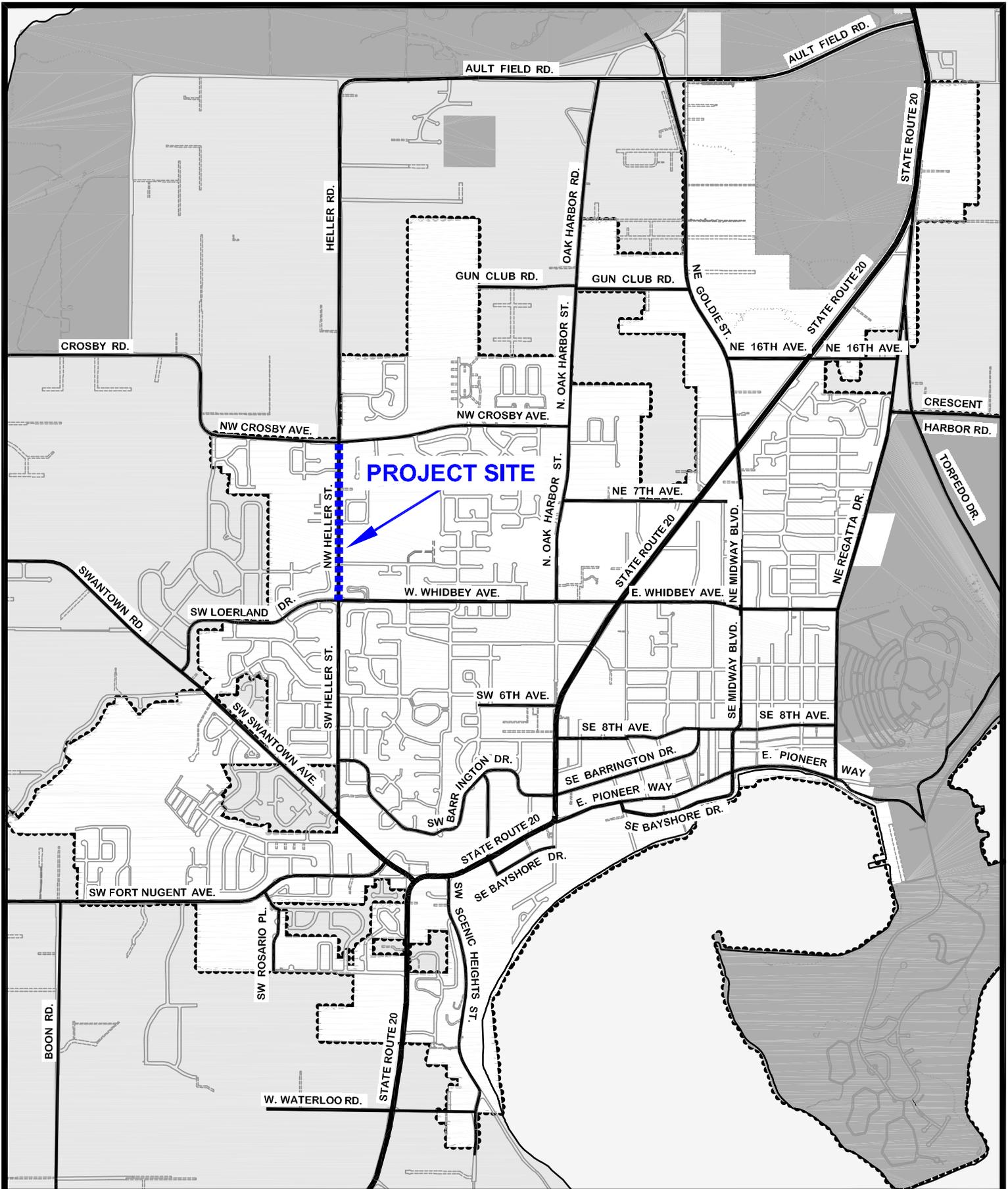
feet
meters

200

70

Google earth

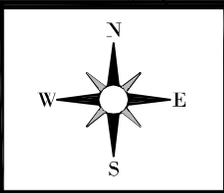
NW HELLER STREET
TYPICAL PAVEMENT CONDITION



LEGEND

- Navy Land
- City Limits

0 1000 2000 3000
SCALE IN FEET



**NW HELLER ST.
VICINITY MAP**

69

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

Bill No. 9.c
Date: October 21, 2014
Subject: Local Agency Agreement for the
Whidbey Avenue Pedestrian
Crossing Project

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to request adoption of Resolution 14-31 accepting the terms of the Washington State Department of Transportation Local Agency Agreement pertaining to federal funding of the Whidbey Avenue Pedestrian Crossing Project.

FISCAL IMPACT DESCRIPTION

Funds Required: \$0.00
Appropriation Source: _____

SUMMARY STATEMENT

Resolution 14-31 was originally presented to City Council on August 6, 2014. A motion was passed at that council meeting requesting an opinion letter from a professional traffic engineer to determine if a crossing along Whidbey Avenue between SR 20 and Oak Harbor Street is feasible.

Staff selected Transpo Group from the list of qualified traffic engineers on the Municipal Research Service Center (MRSC) Roster. Over the past few weeks, Transpo Group visited the site, studied the area and provided the attached evaluation.

Their evaluation indicates that a crossing near NE Barron Drive is possible and has provided two options for a potential crossing. Both concepts include relocating the driveway immediately east of NE Barron Drive to a point further north on NE Barron Drive. The concepts also reduce NE Barron Drive to a right-in right-out access. Should Resolution 14-31 be adopted, staff would complete the Local Agency Agreement with Washington Department of Transportation (WSDOT), select a consultant and pursue Concept 1 further.

Background

The segment of East Whidbey Avenue between SR-20 and Oak Harbor Street is the busiest east-west arterial street in Oak Harbor carrying an average of 10,200 vehicles per day. The street segment is five lanes wide and is situated between a large multi-family neighborhood on the north side and a shopping center and transit stop on the south. This has resulted in chronic mid-

block jay-walking by pedestrians traveling between their homes and the commercial areas and transit stop on the opposite side of the street.

The Whidbey Avenue Pedestrian Crossing project is intended to provide a safe and convenient place for pedestrians to cross East Whidbey Avenue. The conceptual plan includes a pedestrian refuge island in the center of the street, a pedestrian-activated warning system and adjacent curb ramps. All of the facilities will be built in conformance with the American's with Disabilities Act.

The current federal transportation funding program includes the Transportation Alternative Program (TAP) wherein federal funds are allocated for transportation related projects that are not focused on motorized vehicles. TAP funds are allocated to each state which, in turn, allocates the funds regionally. The Skagit – Island Regional Transportation Planning Organization issued a call for TAP eligible projects last fall and Oak Harbor submitted a funding application in the amount of \$224,500 for the Whidbey Avenue Pedestrian Crossing. The project was evaluated in a competitive process with projects proposed by other local and regional agencies and was selected for TAP funding.

The Washington State Department of Transportation administers federal transportation funds provided to local agencies through the Highways and Local Programs Division. A Local Agency Agreement (LAA) and Local Agency Federal Aid Project Prospectus must be completed and submitted to the Highways and Local Programs Division prior to receiving any federal funds. The LAA presented with this agenda bill is for funds to be used for design and permitting of the project and is in the amount of \$23,000. By adopting Resolution 14-31 Oak Harbor agrees to the terms and conditions of the LAA and the scope of the project described in the Prospectus. This includes application of federal environmental, contracting and accounting standards to the project. Federal funds are provided on a reimbursement basis. It will be necessary to repeat this process for federal funds necessary to construct the project.

CITY COUNCIL WORKSHOP

This item was presented at the July 23, 2014 workshop.

CITY COUNCIL PREVIOUS ACTIONS

August 6, 2014 – City Council passed a motion to seek an opinion letter from a licensed traffic engineer confirming that this is or is not a recommend location for crossing prior to expending any engineering funds for a traffic study or design.

August 6, 2014 – City Council passed a motion to postpone taking action on adopting on Resolution 14-31 until after receiving the opinion letter

RECOMMENDED ACTION

Adoption of Resolution 14–31

ATTACHMENTS

E Whidbey Avenue – Pedestrian Crossing Evaluation
Local Agency Agreement
Local Agency Federal Aid Project Prospectus

CITY OF OAK HARBOR
RESOLUTION NO. 14-31

**A RESOLUTION OF THE OAK HARBOR CITY COUNCIL ACCEPTING
AND AGREEING TO COMPLY WITH THE REGULATIONS, POLICIES
AND PROCEDURES INCLUDED IN THE LOCAL AGENCY
AGREEMENT FOR FEDERAL FUNDING OF THE DESIGN PHASE OF
THE WHIDBEY AVENUE PEDESTRIAN CROSSING PROJECT**

WHEREAS, chronic pedestrian jay-walking occurs on East Whidbey Avenue between Oak Harbor Street and SR-20 which causes a traffic safety hazard to the pedestrians and drivers using the street.

WHEREAS, the land uses, residential and commercial, on opposite sides of East Whidbey Avenue between Oak Harbor Street and SR-20 creates a significant pedestrian travel demand for crossing East Whidbey Avenue.

WHEREAS, the Whidbey Avenue Pedestrian Crossing project was developed to provide a safe, efficient pedestrian route across E. Whidbey Avenue.

WHEREAS, a Transportation Alternative Program federal grant funding application for the Whidbey Avenue Pedestrian Crossing Project was submitted to the Skagit-Island Regional Transportation Planning Organization.

WHEREAS, the Whidbey Avenue Pedestrian Crossing project was evaluated and selected by the Skagit-Island Regional Transportation Planning Organization for funding by the federal Transportation Alternative Program.

WHEREAS, the Washington State Department of Transportation administers federal Transportation Alternative Program funds allocated to the State of Washington.

WHEREAS, a Local Agency Agreement with the Washington State Department of Transportation completed on the prescribed form is required before federal funds can be used to reimburse Oak Harbor for the costs of designing the project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor as follows: The City of Oak Harbor hereby agrees to comply with the terms and conditions set forth in the Local Agency Agreement for the Whidbey Avenue Pedestrian Crossing Project.

PASSED by the City Council and approved by its Mayor this 21st day of October, 2014.

CITY OF OAK HARBOR

SCOTT DUDLEY, MAYOR

Attest:

Approved as to form:

Anna Thompson, City Clerk

Nikki Esparza, City Attorney



MEMORANDUM

Date: October 10, 2014 **TG:** 14234.00

To: Arnie Peterschmidt – City of Oak Harbor

From: Ryan Peterson, PE, PTOE and Michael Houston, PE

Subject: E Whidbey Avenue – Pedestrian Crossing Evaluation

This memorandum summarizes the pedestrian crossing evaluation conducted on E Whidbey Avenue between SR 20 and N Oak Harbor Street in the City of Oak Harbor, Washington. The scope of the analysis described in this memorandum includes a study of recent pedestrian counts, traffic volumes, and travel speeds to determine the need for and safety and feasibility of constructing a mid-block pedestrian crossing across Whidbey Avenue.

Project Description

This project has been identified in several planning documents prior to the initiation of this evaluation. The City of Oak Harbor Comprehensive Plan and the Skagit-Island Regional Transportation Planning Organization (RTPO) have included a project to install a pedestrian refuge island between the opposing pair of travel lanes, a pedestrian-activated warning light system appropriate for the roadway, and ADA-compliant curb ramps.

Study Area

E Whidbey Avenue has sidewalks on both sides and marked crosswalks at the signalized intersections with N Oak Harbor Street and SR 20. The roadway is a five-lane Minor Arterial (1 - City of Oak Harbor Comp Plan) with two lanes in each direction and a center two-way left-turn lane (TWLTL). The posted speed limit is 30 miles per hour (mph). Several transit routes operate in the study area and there is a bus stop located near the intersection of E Whidbey Avenue / NE Barron Drive.

Land uses within the vicinity of the study area include a mix of residential and commercial zones. North of E Whidbey Avenue has multifamily residential and single-family homes, while the south side of the street has a large shopping center. As part of the land uses in the vicinity, there is an assisted living home and a grocery store near the E Whidbey Avenue / NE Barron Drive intersection.

In the greater vicinity of the study area, there are several schools that serve students and families in the surrounding neighborhoods. An elementary, middle, and high school are all located within three-quarters of a mile from the location of the crossing evaluation. From field visits and conversations with City staff, it was found that there are several vulnerable user groups that rely on crossing E Whidbey Avenue for various activities throughout the day.

Traffic Volumes

Pedestrian Volumes

Pedestrian volumes were collected on Wednesday, September 24, 2014 during the evening data collection period between 4:30 and 6:00 p.m. Weather during the data collection was mostly cloudy with moderate temperatures. Several days of rain had proceeded the collection period. It should be noted that not all pedestrians utilizing Whidbey Avenue were counted. Only pedestrian crossings of Whidbey Avenue were collected, as this information was used to help estimate demand for a mid-block crossing. This does not account for the total amount of pedestrian activity observed in the study area. Pedestrian volumes along the north and south sides of E Whidbey Avenue remained constant during the data collection period. Additional crossing activity at the signalized crossings at SR 20 and E Oak Harbor was also noted. Pedestrian counts are summarized in Table 1.

Table 1. Existing (2014) Pedestrian Crossing Volumes on E Whidbey Avenue

Time Period	S Oak Harbor Street		S Oak Harbor Street to NE Barron Drive ¹		NE Barron Drive ¹		NE Barron Drive to SR 20 ¹		SR 20		Totals	
	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	Mid-Block ¹	All
4:30 – 4:45 p.m.	1	1	0	1	2	0	1	0	3	0	(4)	9
4:45 – 5:00 p.m.	2	1	5	3	1	1	0	0	0	1	(10)	14
5:00 – 5:15 p.m.	1	0	2	0	0	0	0	1	1	0	(3)	5
5:15 – 5:30 p.m.	0	1	1	2	0	0	0	0	1	1	(3)	6
5:30 – 5:45 p.m.	2	4	1	0	0	0	1	1	3	2	(3)	14
5:45 – 6:00 p.m.	1	1	1	0	0	0	1	0	0	0	(2)	4
Total	7	8	(10)	(6)	(3)	(1)	(3)	(2)	8	4	(25)	52

¹ – Mid-block crossings on E Whidbey Avenue between S Oak Harbor Street and SR 20

As shown in the table, the majority of pedestrians crossing Whidbey Avenue outside of marked crosswalks at the signalized intersections involved pedestrians crossing between S Oak Harbor Street and NE Barron Drive. There were 16 (10 northbound, 6 southbound) pedestrians recorded at this location, and a majority were heading to/from the residential area on the north side of the roadway to/from either the grocery store or the transit stop on the south side of the roadway. Most of the other mid-block crossings were concentrated around NE Barron Drive, while the signalized crossings at S Harbor Street and SR 20 had slightly more than half of the total pedestrians recorded during the data collection period.

Vehicle Volumes and Speeds

Vehicle volumes are collected along Whidbey Avenue on a yearly basis by the City of Oak Harbor. Vehicle volume and speed data collected in May of 2013 was obtained from the City. Average Daily Traffic (ADT) volumes were reported at 10,024. Average vehicle speeds were reported at

just less than 30 mph, with 85th percentile speeds reported between 30 mph and 35 mph. Vehicle volumes and speeds are summarized in Attachment A.

Crossing Evaluation

An analysis of mid-block crossings was conducted as part of the evaluation of the non-motorized facilities. The analysis was performed based on the national research and best practices including NCHRP Report 562: *Improving Pedestrian Safety at Unsignalized Intersections*. The report evaluated multiple crossing treatments in regards to pedestrian safety and includes a standard analysis methodology to determine the appropriate treatment for a pedestrian crossing. The analysis methodology defines minimum pedestrian volumes recommended for crossing treatments, checks pedestrian signal warrants, and evaluates pedestrian delay. The analysis results in a recommended crossing treatment and can vary from simple signing and pavement markings to full traffic signals.

Pedestrian Volumes

NCHRP 562 recommends a minimum of 20 pedestrians per hour for a peak-hour evaluation for the installation of a marked crosswalk. As seen in Table 1 above, the maximum number of pedestrians recorded crossing Whidbey Avenue outside of marked crosswalks during a single hour was 20. It is possible that other time periods during the day may have higher recorded instances of jaywalking, including the afternoon peak period when schools in the area are out of session. In addition, it is expected that the construction of a midblock crossing would attract additional pedestrians who currently choose not to walk and cross Whidbey Avenue due to the lack of facilities or a safe crossing.

Pedestrian Volume Signal Warrant

Pedestrian volumes were evaluated for the E Whidbey Avenue / NE Barron Drive intersection based on the signal warrants described in the *Manual on Uniform Traffic Control Devices* (MUTCD, 2009). The pedestrian volume warrant includes traffic volumes on the major street (E Whidbey Avenue) and the total of all pedestrian crossings. In order to meet the minimum threshold for pedestrian signal warrants, there must be 107 pedestrians per hour (pph) for a four-hour data collection period or 133 pph for a single peak hour. Based on a review of the pedestrian volumes collected during the PM peak hour, the maximum number of pedestrians recorded crossing E Whidbey Avenue was 52, well below the minimum pedestrian volumes required to meet the signal warrant.

Pedestrian Delay

With the minimum pedestrian volume met and the pedestrian signal warrant not met, other options for crossing treatments should be evaluated. NCHRP Report 562 categorizes these options into four categories: Crosswalk, Enhanced, Active, and Red.

The crosswalk category of treatments would include standard signs and pavement markings per the MUTCD. No other treatments would be recommended under this category.

Enhanced treatments include strategies to increase the visibility of the crossing location and pedestrians waiting to cross. Warning signs, markings, or beacons in this category are present and active at the crossing at all times.

Active treatments include devices that are activated only when pedestrians are present or crossing the street. Devices in this category would include activated lights such as Rectangular Rapid Flashing Beacons, in-pavement lights, etc. A good local example of active treatments is at the crosswalk near E Whidbey Avenue / Fairhaven Drive, approximately ½-mile to the west of the study area. This crossing includes edge-lit LED pedestrian signs and in-pavement lights that are activated by the pedestrian.

The Red category of treatments includes those devices that provide a Red indication to motorists when a pedestrian is present and in the crosswalk. Currently, the only treatment in this category approved for use in the MUTCD is a Pedestrian Hybrid Beacon, or HAWK signal.

The NCHRP Report 562 analysis methodology relies on total pedestrian delay to determine what category of treatment should be recommended. The methodology for evaluating pedestrian delay is provided in Chapter 19 of the *Highway Capacity Manual* (HCM, 2010). HCM provides a methodology for evaluating average pedestrian delay utilizing a level-of-service (LOS) letter grade based on traffic volumes, crossing distance, and the likely yielding behavior of drivers. Note that this piece of the evaluation does not consider the number of pedestrians crossing or desiring to cross at this location. However, it provides an average delay a pedestrian wanting to cross Whidbey Avenue would be anticipated to wait. Attachment B describes the LOS methodology and corresponding letter grades.

Based on the HCM methodology, pedestrians crossing Whidbey Avenue, outside of marked crosswalks experience an average delay of 463 seconds and a total delay of 2.57 hours. It should be noted that the delay calculations assumed that pedestrians cross Whidbey Avenue in one stage – meaning that since there is no median refuge island, pedestrians need a longer gap in traffic to cross the entire roadway. In reality, it was observed that some pedestrians utilize the TWLT lane as a refuge – looking for an acceptable gap in one direction of traffic at a time, allowing them to cross to the TWLT lane and wait for an acceptable gap in the opposing direction. Changing the assumptions in the delay calculation to include a two-stage crossing significantly reduces the estimated delay from 2.57 hours of total delay to 0.1 hours of delay. However, based on our observations, not all pedestrians cross in two stages and we estimate the actual delay to be higher than that calculated assuming a two-stage crossing. In addition, assuming a two-stage crossing utilizing the TWLT lane may improve pedestrian delay but it does not improve the safety of crossing Whidbey Avenue. The reduction in calculated delay, along with our observations of pedestrians utilizing the TWLT lane as a refuge suggests that there is a need for a median refuge island under existing conditions.

Assuming a two-stage crossing with a total pedestrian delay of 0.1 hours, the potential crossing of Whidbey Avenue would fall under the Crosswalk category in NCHRP Report 562. Improvements under this scenario would include the installation of a median refuge island (to facilitate the two-stage crossing) and standard crosswalk signing and marking.

Assuming a one-stage crossing with a total pedestrian delay of 2.57 hours, the potential crossing would fall under the Active category in NCHRP Report 562. Improvements under this scenario would include the installation of a pedestrian activated system similar to the existing crossing near E Whidbey Avenue / Fairhaven Drive.

Obstacles and Opportunities

In considering the installation of a pedestrian crossing across Whidbey Avenue, several factors were evaluated. These include the following:

Maximizing pedestrian use through appropriate choice of location

The location of a proposed crossing is essential to insure it meets the routing needs of the pedestrian. If not properly located, pedestrians will continue to choose to cross in locations that are more convenient to their routing choice and avoid out-of-direction travel. The majority of pedestrians crossing Whidbey Avenue outside of marked crosswalks at the signalized intersections involved pedestrians crossing from/to the residential area on the north side of the roadway to/from either the grocery store or the transit stop on the south side of the roadway. Most of the crossings were concentrated near the intersection of Whidbey Avenue with NE Barron Drive. If a crossing is installed, it should be installed as close as possible to this intersection.

Proximity of proposed crossing to other marked crossings

The signalized intersections of Whidbey Avenue with N Oak Harbor Street and SR 20 are approximately 1,100 feet apart. NE Barron Drive is located approximately 400 feet east of the crosswalk at N Oak Harbor Street and approximately 700 feet from the crosswalk at SR 20. In general, WSDOT's Pedestrian Facilities Guidebook recommends that mid-block pedestrian crossings not be installed within 600 feet of an existing crossing except in cases where there is a well-defined need. The Guidebook also recommends that mid-block crossings not be installed within 300 feet of a signalized intersection. Due to the origin-destination relationship of the land uses on opposite sides of Whidbey Avenue, and based on field observations and pedestrian counts, there seems to be a demonstrated need for a crossing. The existing pedestrian behavior is partly due to the out-of-direction travel required to use the existing crosswalks at the signalized intersections of SR 20 and N Oak Harbor Street. The proposed placement of the crossing at the NE Barron Drive intersection would meet the requirements set forth in the Pedestrian Facilities Guidebook.

Proximity and impact to nearby driveways and roadways

There are several driveways and roadway approaches along Whidbey Avenue, particularly near the NE Barron Drive intersection. A major driveway access to the commercial development on the south side of Whidbey Avenue is located approximately 100 feet from the NE Barron intersection. This is an unrestricted access with left turn ingress from Whidbey Avenue that could be affected by the construction of a pedestrian crossing at the NE Barron Drive intersection. In field observations during the PM peak hour, queues from left-turning vehicles did not exceed two vehicles. If a pedestrian crossing is installed at the NE Barron Drive intersection, at least 75 feet of left-turn storage should be provided for this access to allow for the queue of left-turning vehicles.

Another driveway is located approximately 20 feet west of the NE Barron Drive intersection. This access serves a small multi-family residential building. The close proximity of this access to the NE Barron Drive intersection is not desirable, particularly considering a potential pedestrian crossing at the NE Barron Drive intersection. The additional driveway adds additional conflict points that are not present at a typical intersection, and the addition of a pedestrian crossing would further complicate this area. If a pedestrian crossing is installed at the NE Barron Drive intersection, the feasibility of relocating this access should be investigated and pursued. A

potential solution to this issue would include relocating the access to NE Barron Drive, just north of its intersection with Whidbey Avenue.

If a pedestrian crossing is installed at the NE Barron Drive intersection, the number of conflict points should be lowered to reduce the likelihood of vehicle-pedestrian related crashes. One way of accomplishing this would be to restrict the NE Barron Drive approach to right-in/right-out operation. This would be accomplished by extending the pedestrian refuge median island across the NE Barron Drive approach to eliminate the ability to make left turns into or out of the roadway. This will cause inconvenience to drivers accessing the residential areas north of Whidbey Avenue. There are alternate routes available including NE Ernst St via SR 20 and other driveways, but they would require a more circuitous route than what NE Barron Drive currently provides.

Other Considerations

If a pedestrian crossing is installed, other considerations should be evaluated during design. This would include lighting of the crossing. Whidbey Avenue currently has continuous street lighting along the south side of the roadway. However, lighting should be provided specifically for the pedestrian crossing that meets City standards as well as the ANSI/IESNA RP-8-00 Roadway Lighting standard.

Consideration should also be given to strategies to further delineate the pedestrian crossing and guide pedestrians to its location. One strategy would be to partner with Island Transit to relocate the existing bus stop adjacent to the proposed crossing.

Also, many pedestrians were observed walking from the parking lot of the commercial area to the south, through the landscaping along the south side of Whidbey Avenue to access the roadway. It may be possible to guide pedestrians to the crossing by enhancing the landscaping along the south side of the roadway to include denser shrubs or even a small fence.

Proper signing should be implemented at the proposed crossing including the use of R5-1 “YIELD HERE TO PEDS” sign and YIELD lines approximately 50 feet from the crosswalk. The purpose of this signing and marking is to minimize the “multiple threats” scenario of one vehicle in one lane yielding to a pedestrian while a vehicle in the other lane does not.

Conclusions and Recommendations

Based on field observations and a study of pedestrian and vehicle volumes, vehicle speeds, land use, and geometric conditions, it is concluded that a demonstrated need exists for a pedestrian crossing across Whidbey Avenue. This conclusion is based on the following:

1. High pedestrian activity along the corridor, including 20 pedestrians crossing outside of marked crosswalks during PM peak hour.
2. High origin-destination relationship of land uses on opposing sides of Whidbey Avenue, combined with the high out-of-direction travel required to use existing crosswalks. Most of the observed pedestrian crossings outside of marked crosswalks occurred near the NE Barron intersection.
3. High pedestrian delay and lack of adequate gaps to make a safe crossing. This results in pedestrians utilizing the TWLT lane for two-stage crossing.

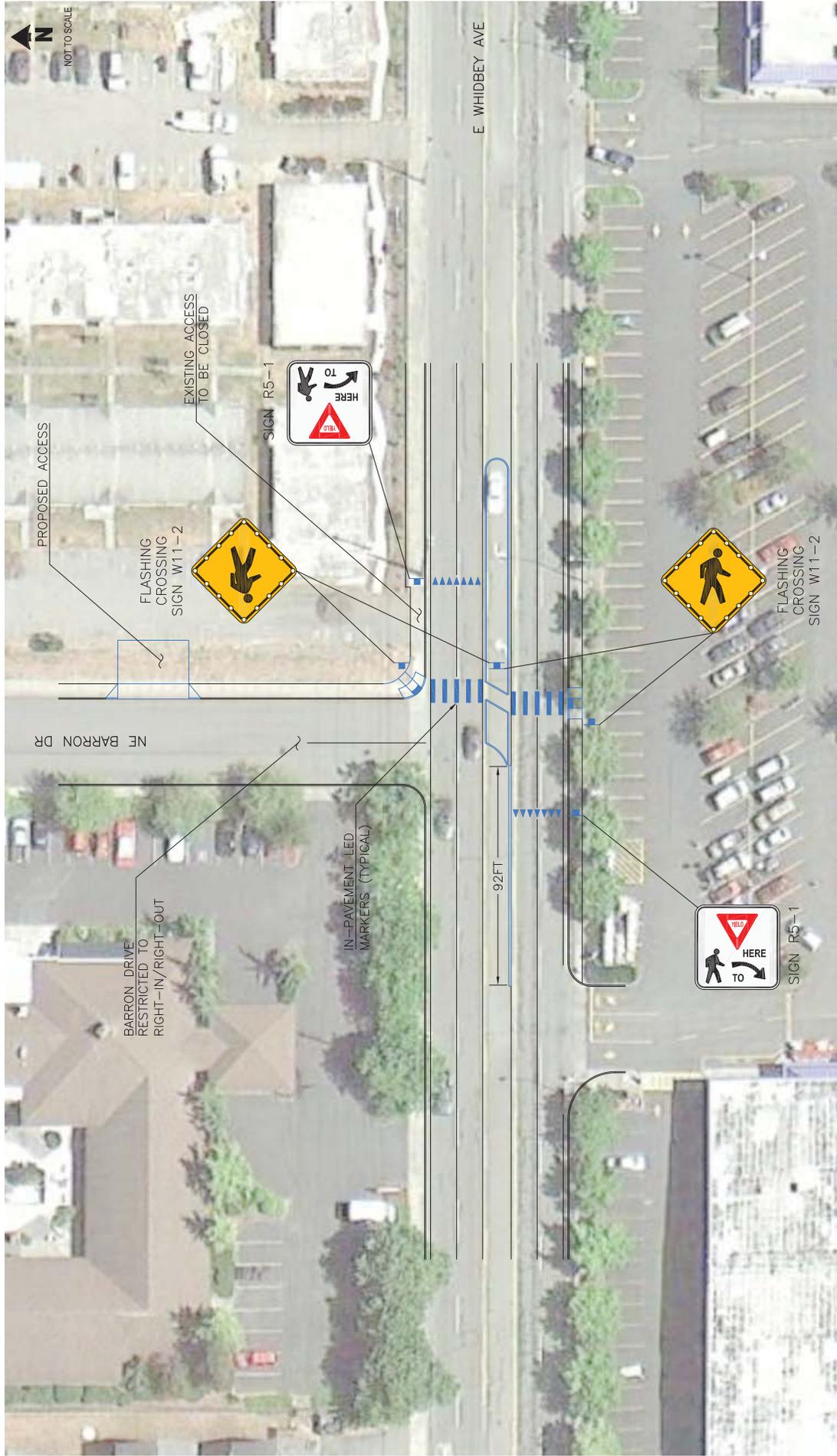
Two options for the installation of a pedestrian crossing across Whidbey Avenue are shown in Figures 1 and 2. Option 1 details the following improvements:

- Installation of a pedestrian crossing on the east side of the Whidbey Ave/NE Barron Drive intersection
- Installation of pedestrian refuge median island
- Relocation of multi-family residential access from just east of NE Barron intersection to north of NE Barron intersection
- Restriction of NE Barron intersection to right-in/right-out operation
- Installation of active pedestrian system (shown as edge-lit signing and in-pavement lights)
- Installation of R5-1 “YIELD HERE TO PEDS” sign and YIELD line to minimize “multiple threat” scenario

Figure 2 details the following improvements for Option 2:

- Installation of a pedestrian crossing on the east side of the Whidbey Ave/NE Barron Drive intersection
- Installation of pedestrian refuge median island
- Relocation of multi-family residential access from just east of NE Barron intersection to north of NE Barron intersection
- Installation of active pedestrian system (shown as edge-lit signing and in-pavement lights)
- Installation of R5-1 “YIELD HERE TO PEDS” sign and YIELD line to minimize “multiple threat” scenario

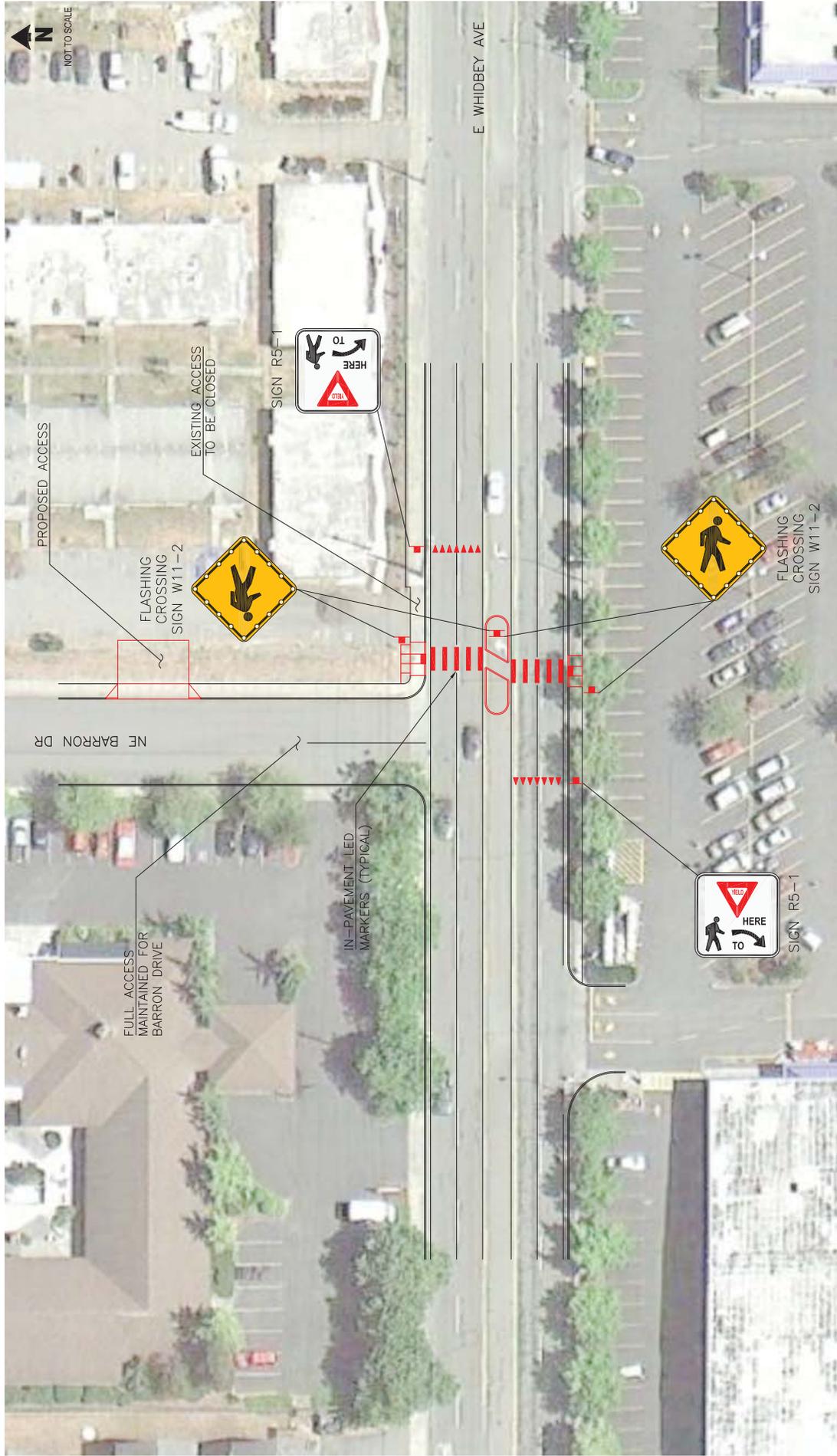
It is strongly recommended that Option 1 be pursued as the preferred pedestrian crossing concept. If restrictions to the operations of the NE Barron Drive intersection are not possible, Concept 2 may be pursued. However, it should be noted that Option 2 does not reduce the number of potential conflict points between vehicles and pedestrians.



Whidbey Ave Pedestrian Crossing Conceptual Channelization - Concept 1

Whidbey Ave Pedestrian Crossing

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Whidbey Ave Pedestrian Crossing Conceptual Channelization - Concept 2

Whidbey Ave Pedestrian Crossing

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Attachment A: Vehicle Counts and Speed Data

Location: E Whidbey Avenue
Date Range: April/May 2013

Mid-Week Averages	EB	WB	Total
Daily	5,287	4,899	10,186
7:00 - 8:00 AM	386	267	653
8:00 - 9:00 AM	392	245	637
2:00 - 3:00 PM	497	371	868
3:00 - 4:00 PM	483	486	969
4:00 - 5:00 PM	466	511	976
5:00 - 6:00 PM	372	402	774

Direction: EASTBOUND

Time	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Mid-Week Average	
	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	-	-	34%	66%	29%	71%	30%	70%	29%	71%	0	0	0	0	0	0

Direction: WESTBOUND

Time	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Mid-Week Average	
	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent	-	-	27%	73%	28%	72%	28%	72%	27%	73%	0	0	0	0	0	0

Speed/Volume Graph

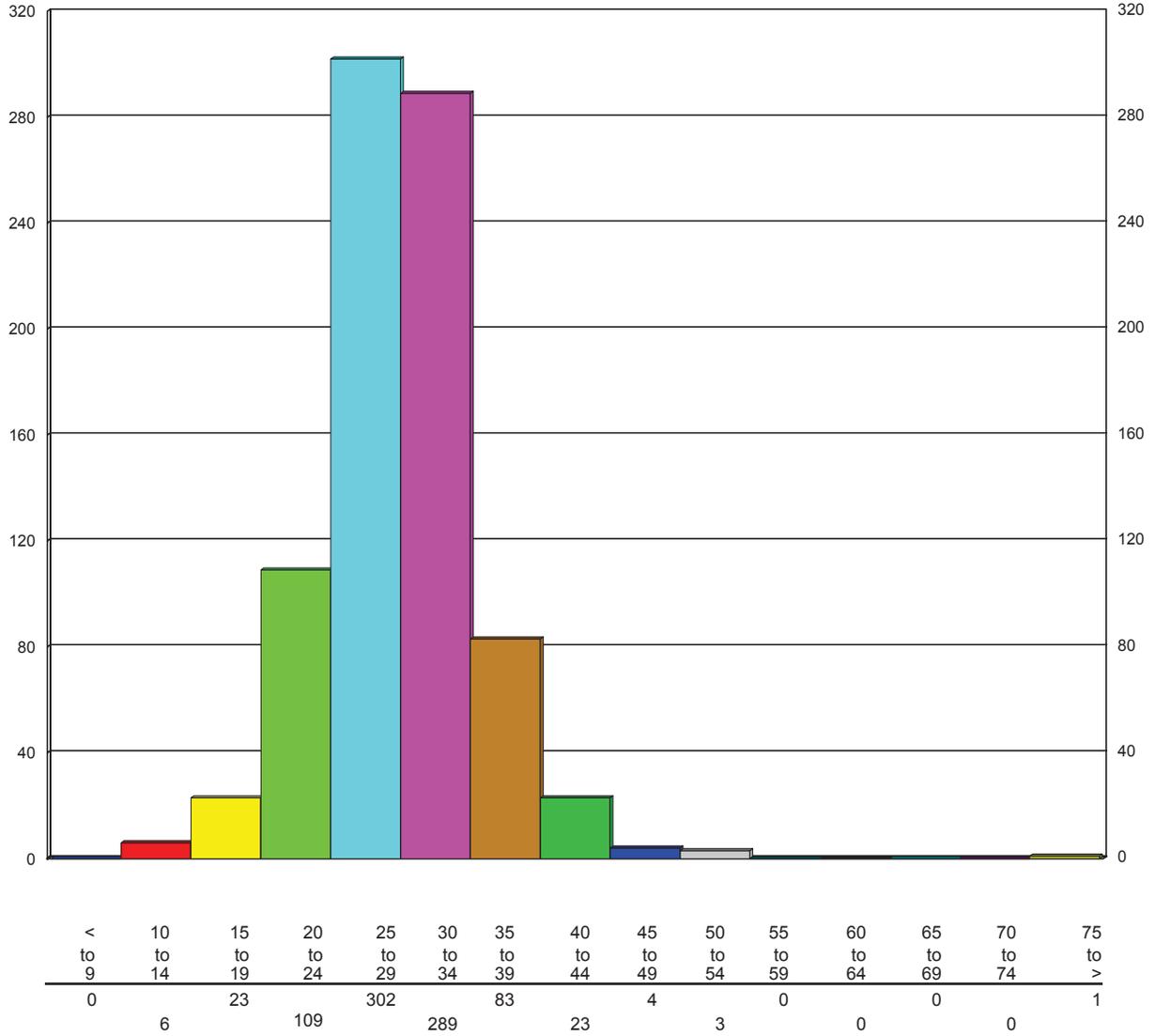
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 City: OAK HARBOR
 County: IS

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 Oper: 36
 Posted: 30
 AADT Factor: 1

End: May/03/2013 01:30:00 PM
 Hours: 72.00
 Period: 60
 Raw Count: 4038
 AADT Count: 1,346

Tue, Apr/30/2013

843



Speed/Volume Graph

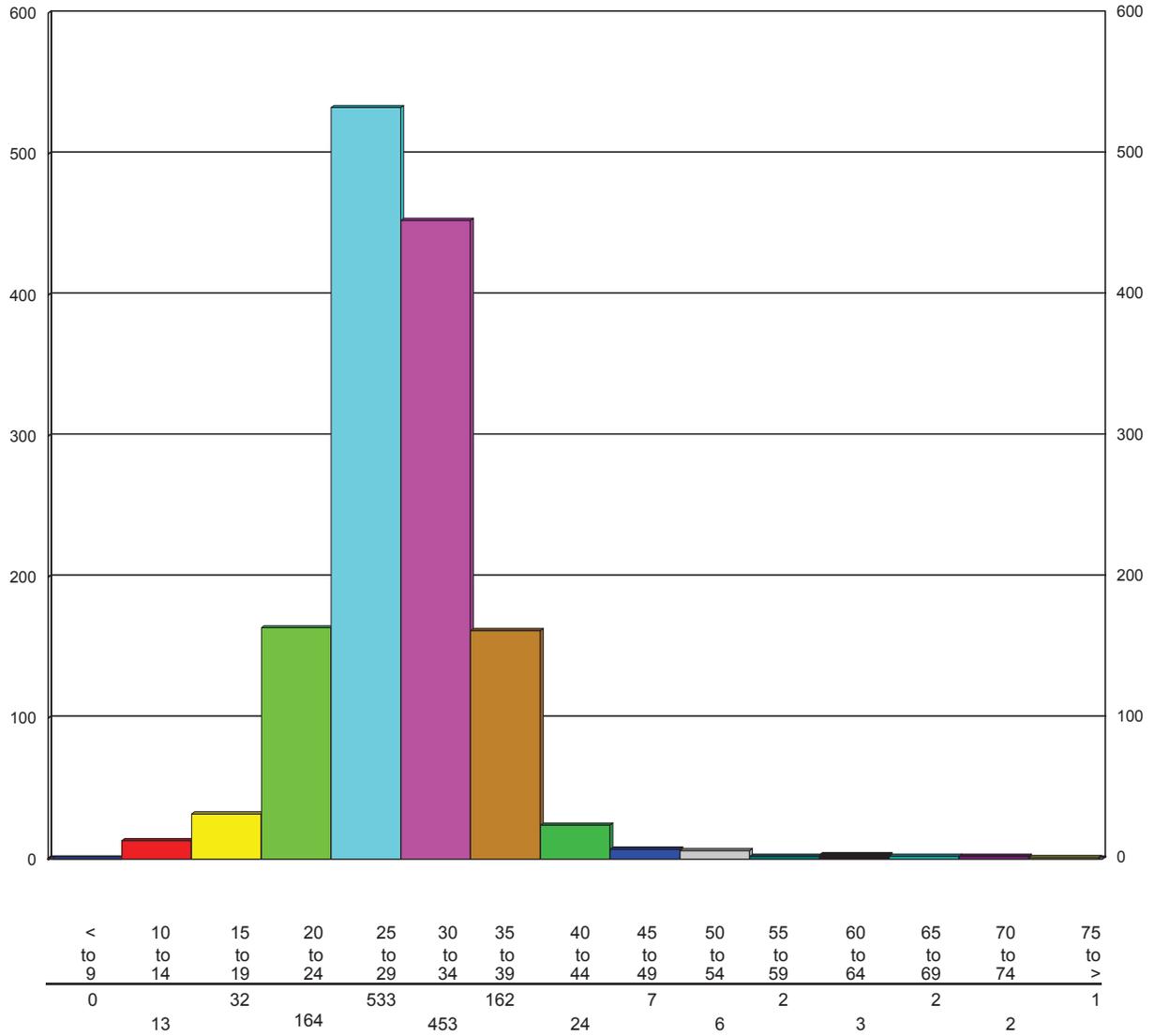
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 Oper: 36
 Posted: 30
 AADT Factor: 1

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 Period: 60
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Wed, May/01/2013

1404



Speed/Volume Graph

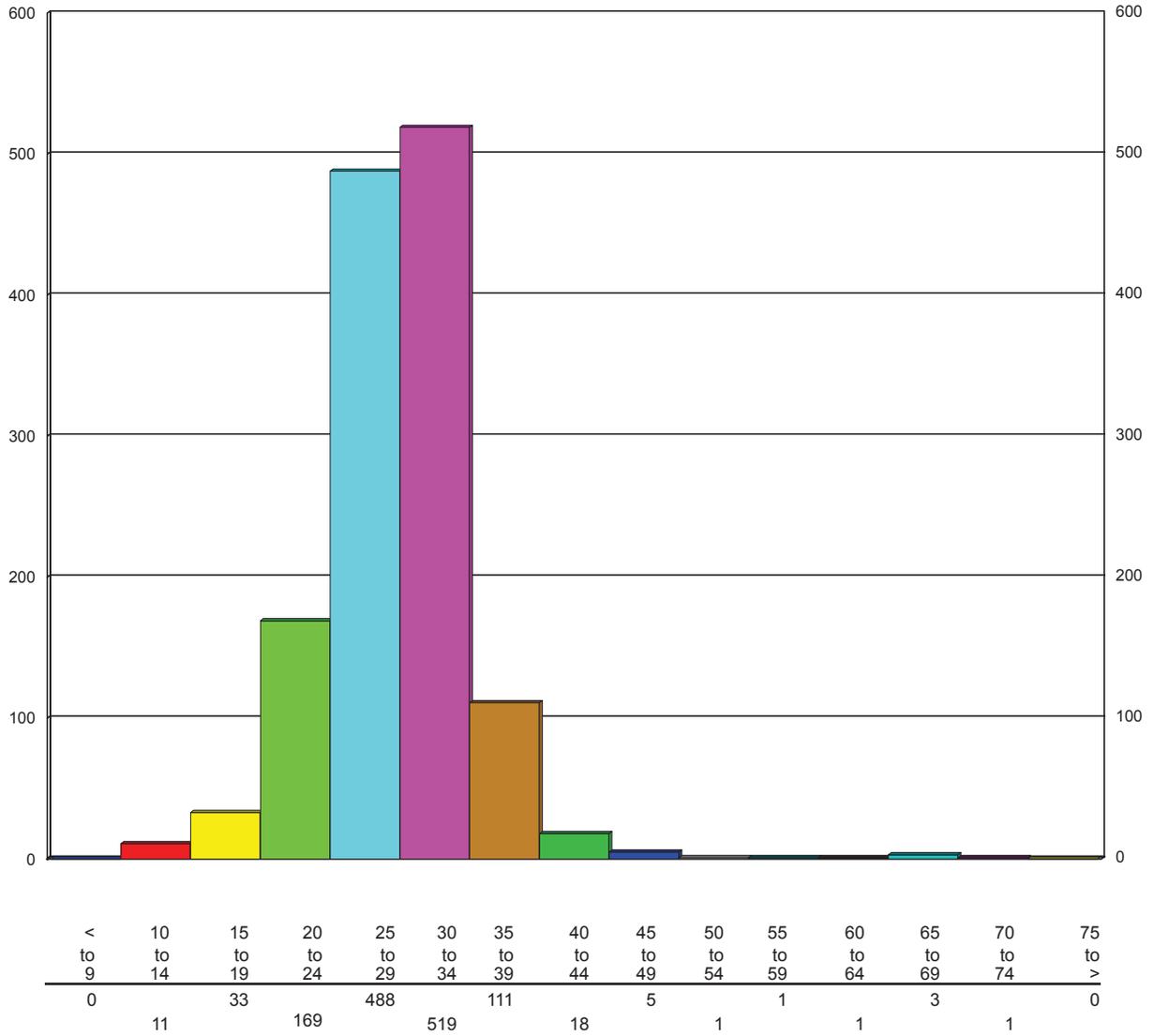
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 County: IS

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 Oper: 36
 Posted: 30
 AADT Factor: 1

End: May/03/2013 01:30:00 PM
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 Period: 60
 Raw Count: 4038
 AADT Count: 1,346

Thu, May/02/2013

1361

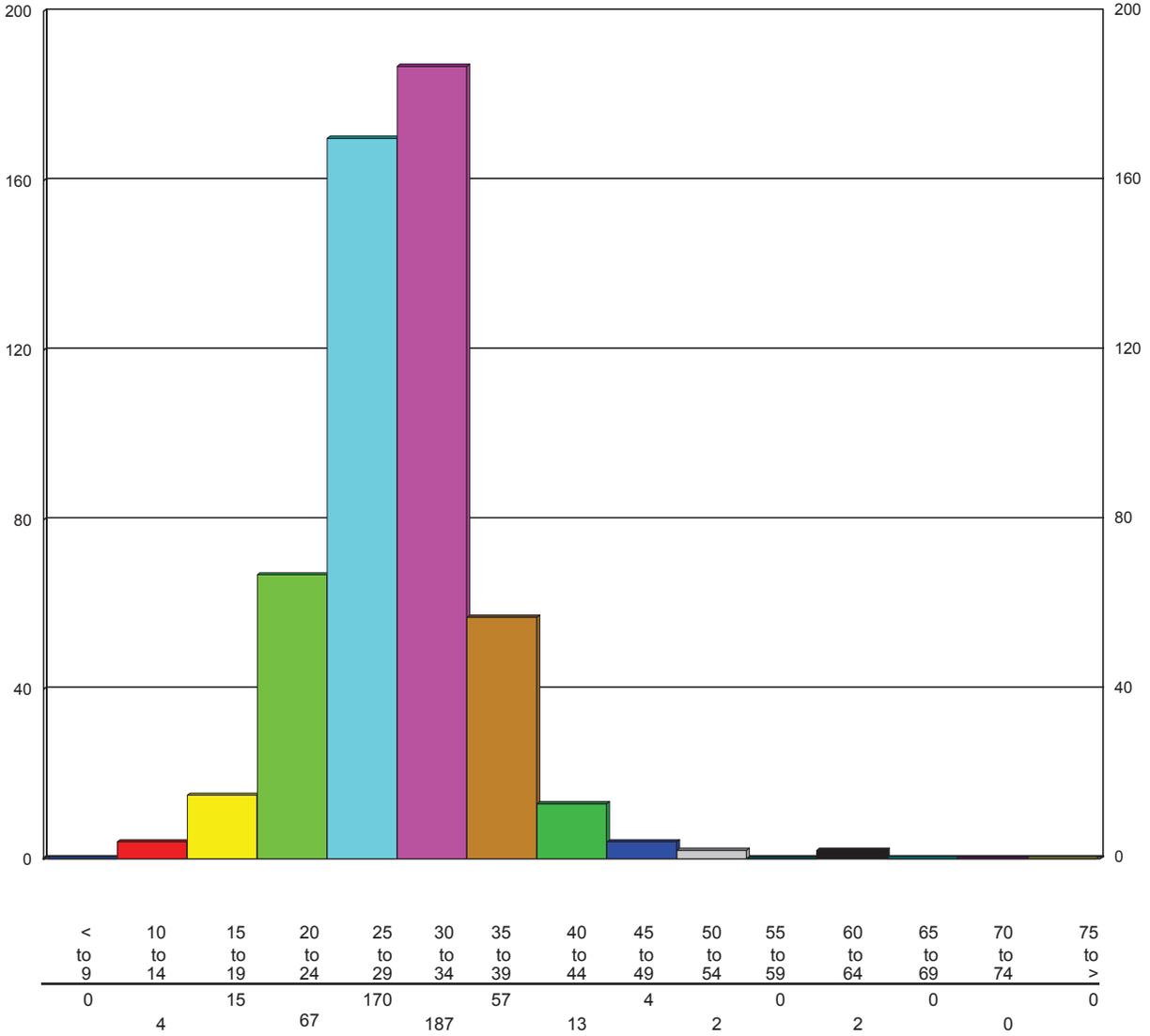


Speed/Volume Graph

HI-Star ID: 3264 Street: E WHIDBEY AVE / 170 State: WA City: OAK HARBOR County: IS	Begin: Apr/30/2013 01:30:00 PM Lane: OB WEST Oper: 36 Posted: 30 AADT Factor: 1	End: May/03/2013 01:30:00 PM Hours: 72.00 Period: 60 Raw Count: 4038 AADT Count: 1,346
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Fri, May/03/2013

521

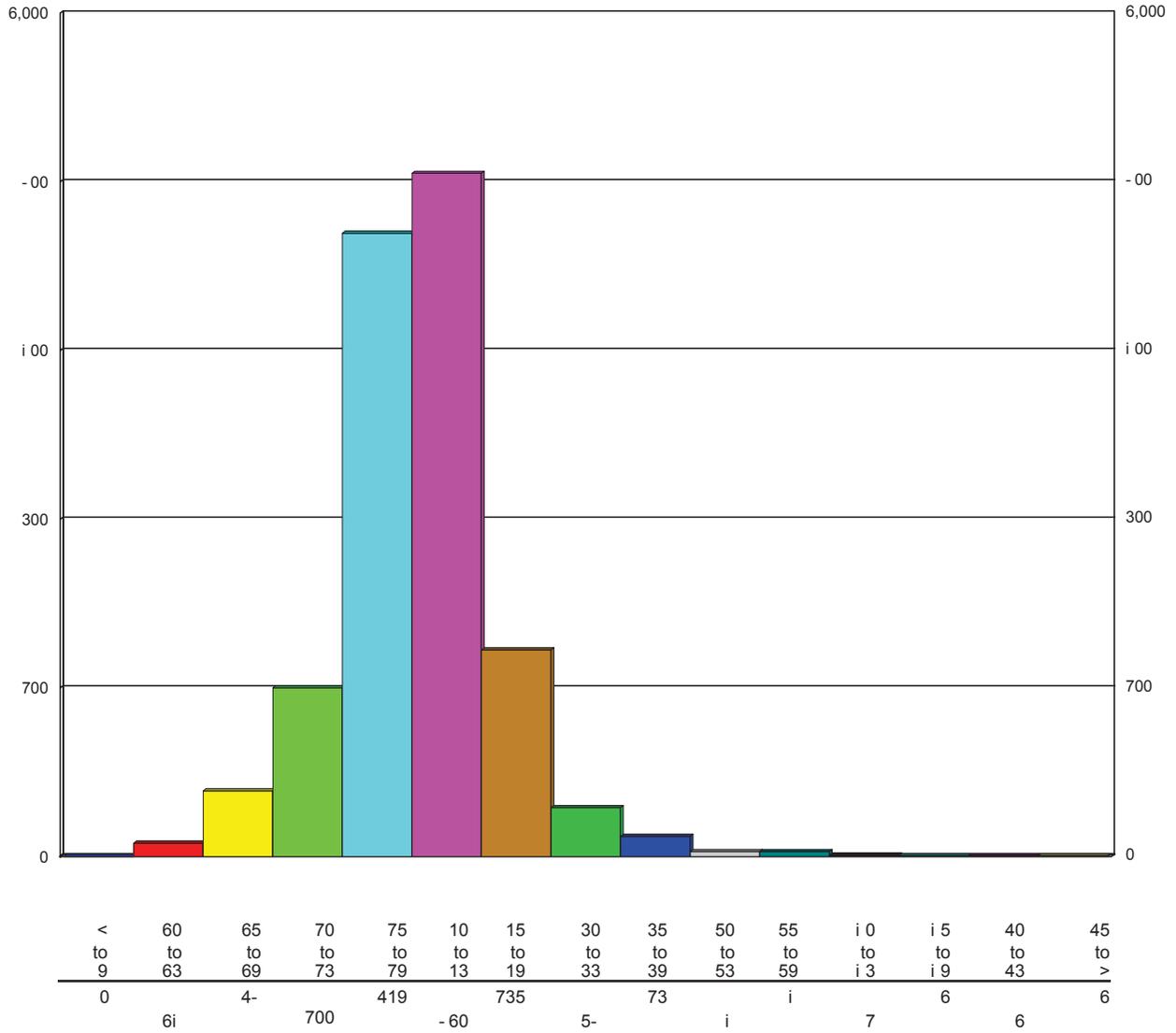


Speed/Volume Graph

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Tus, Apr 10 07:06:10

76-4

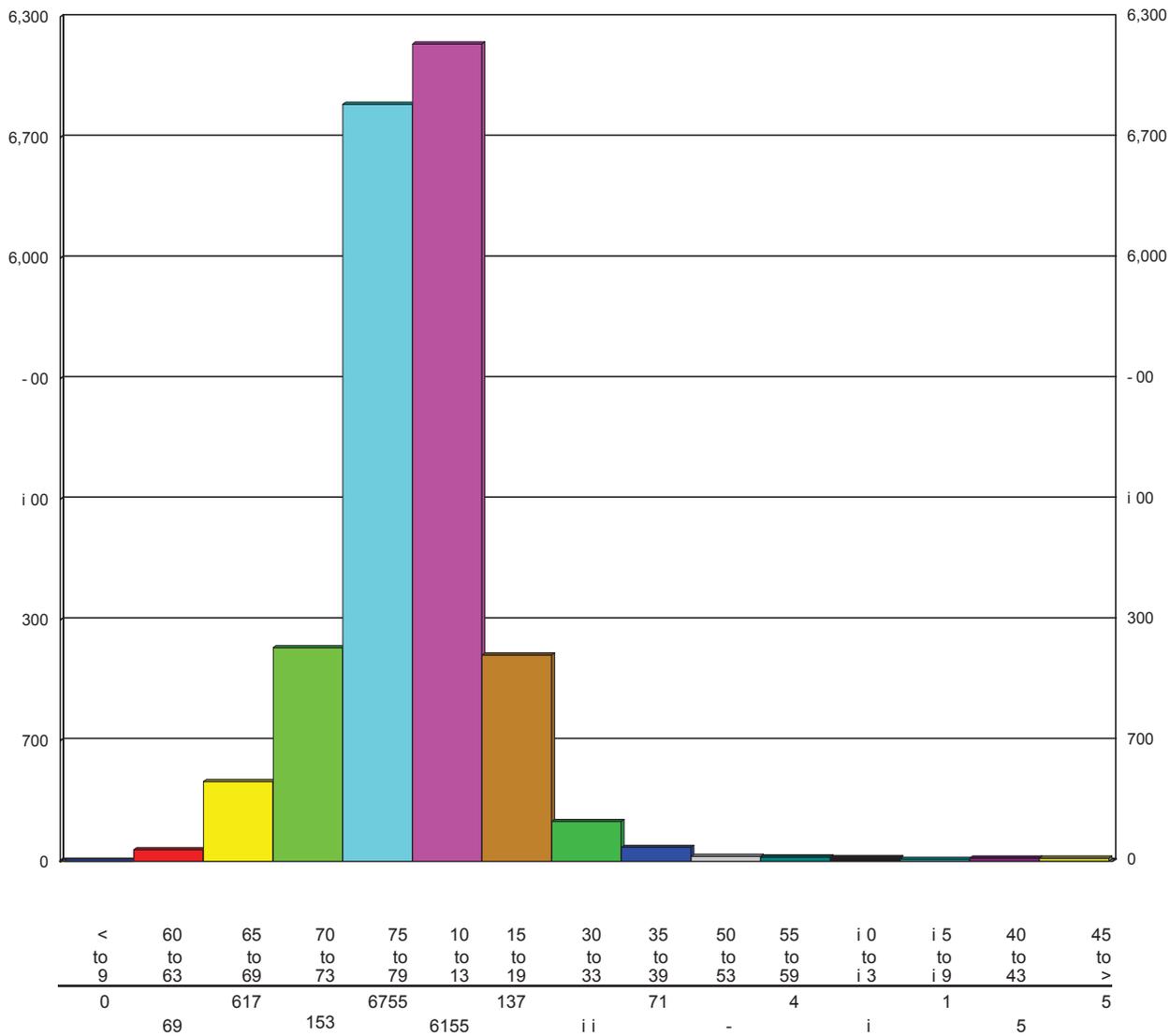


Speed/Volume Graph

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Wse,/ ay06V061

15-0



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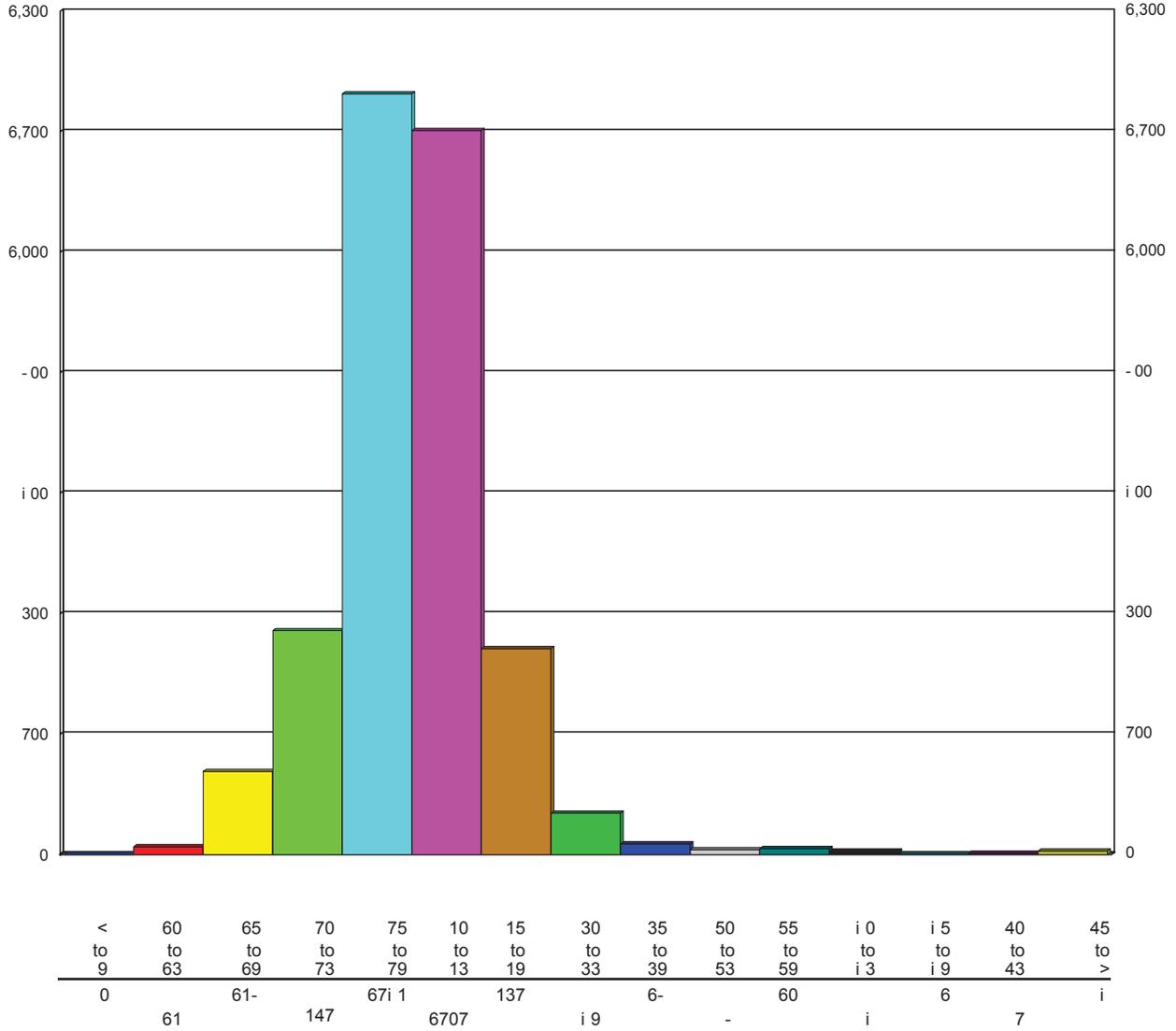
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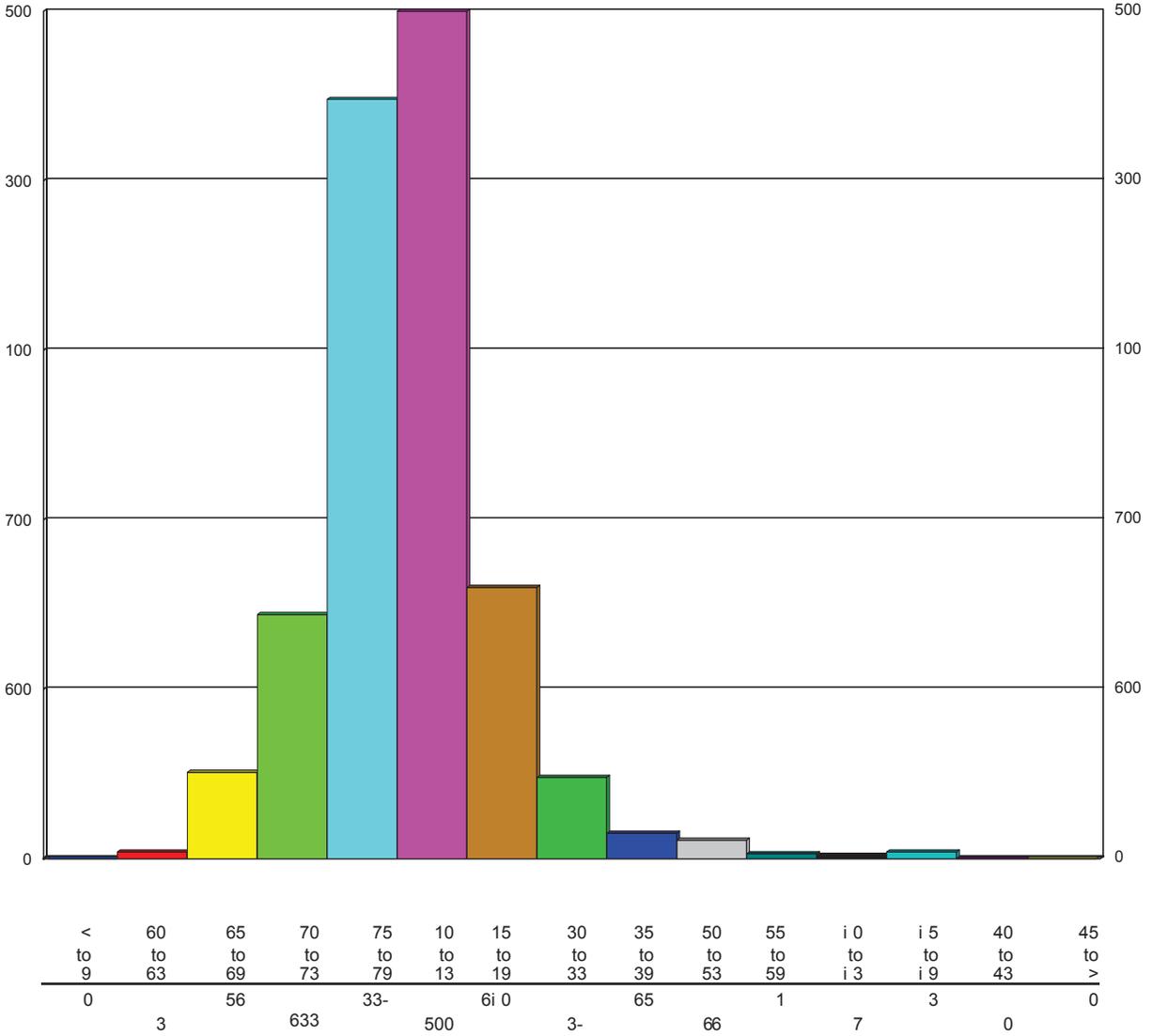


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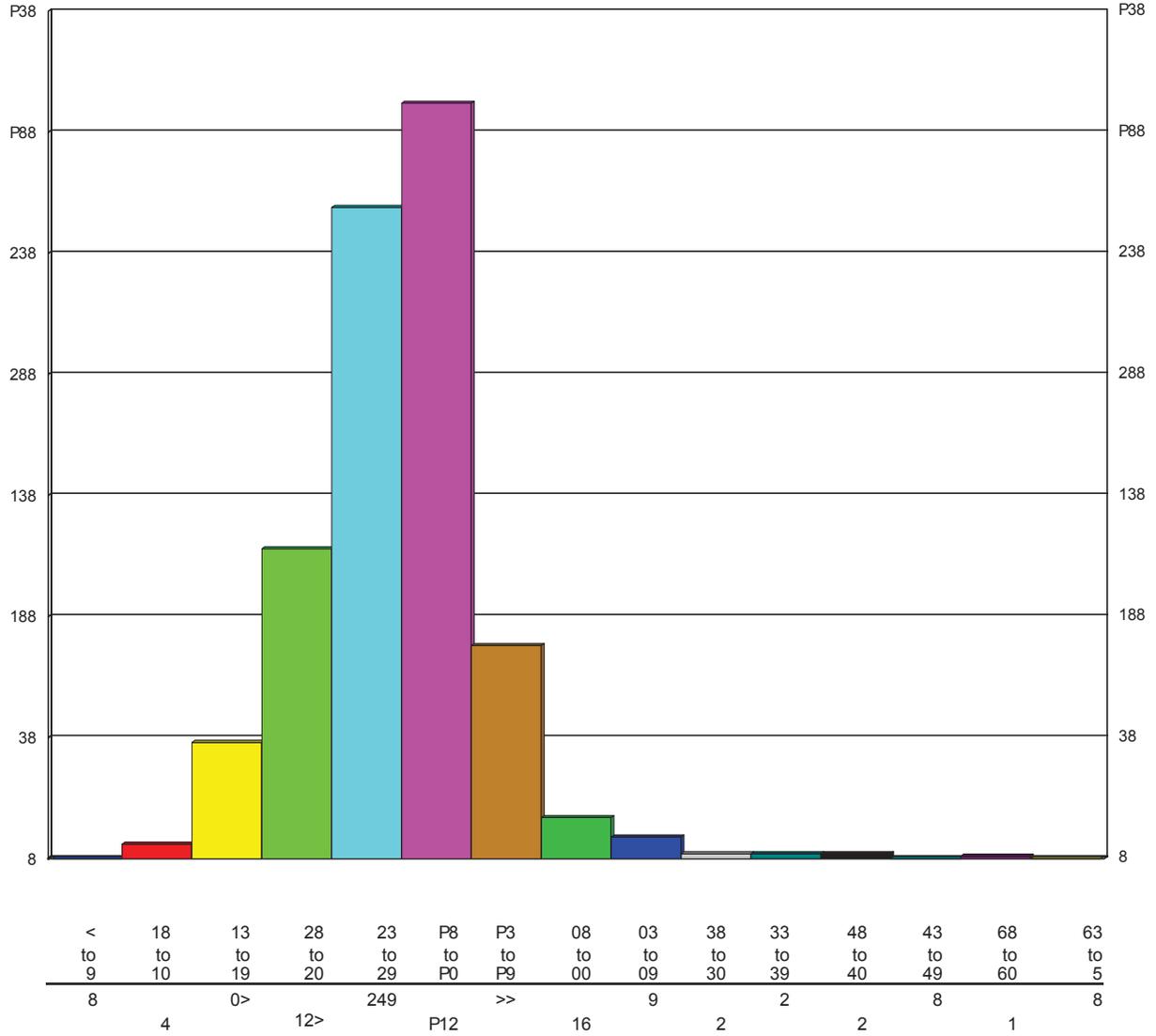
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 Cty: KAH BARI KR
 County: IS

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 Land: Ki EAST
 KWr: P4
 soetd: P8
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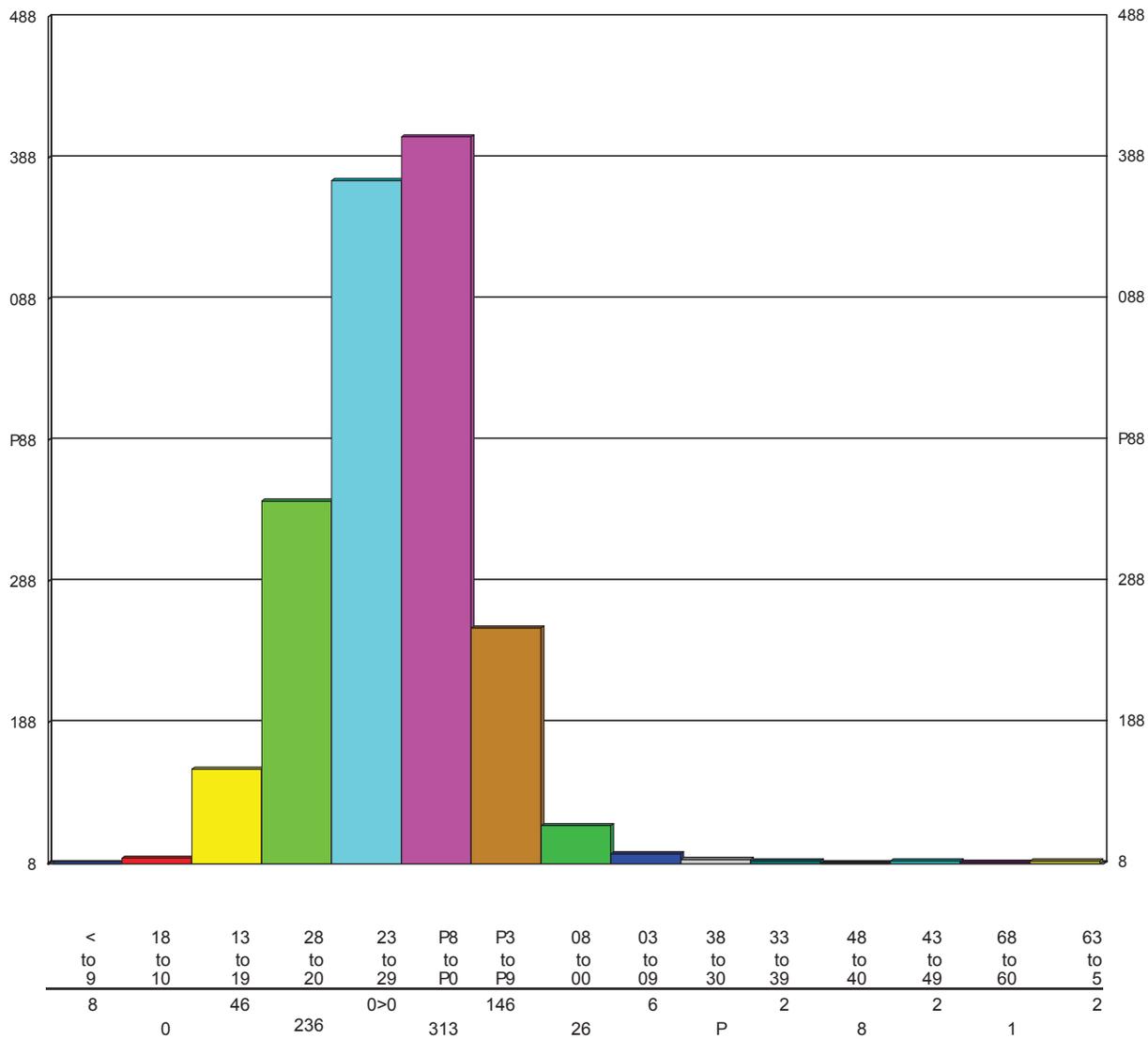


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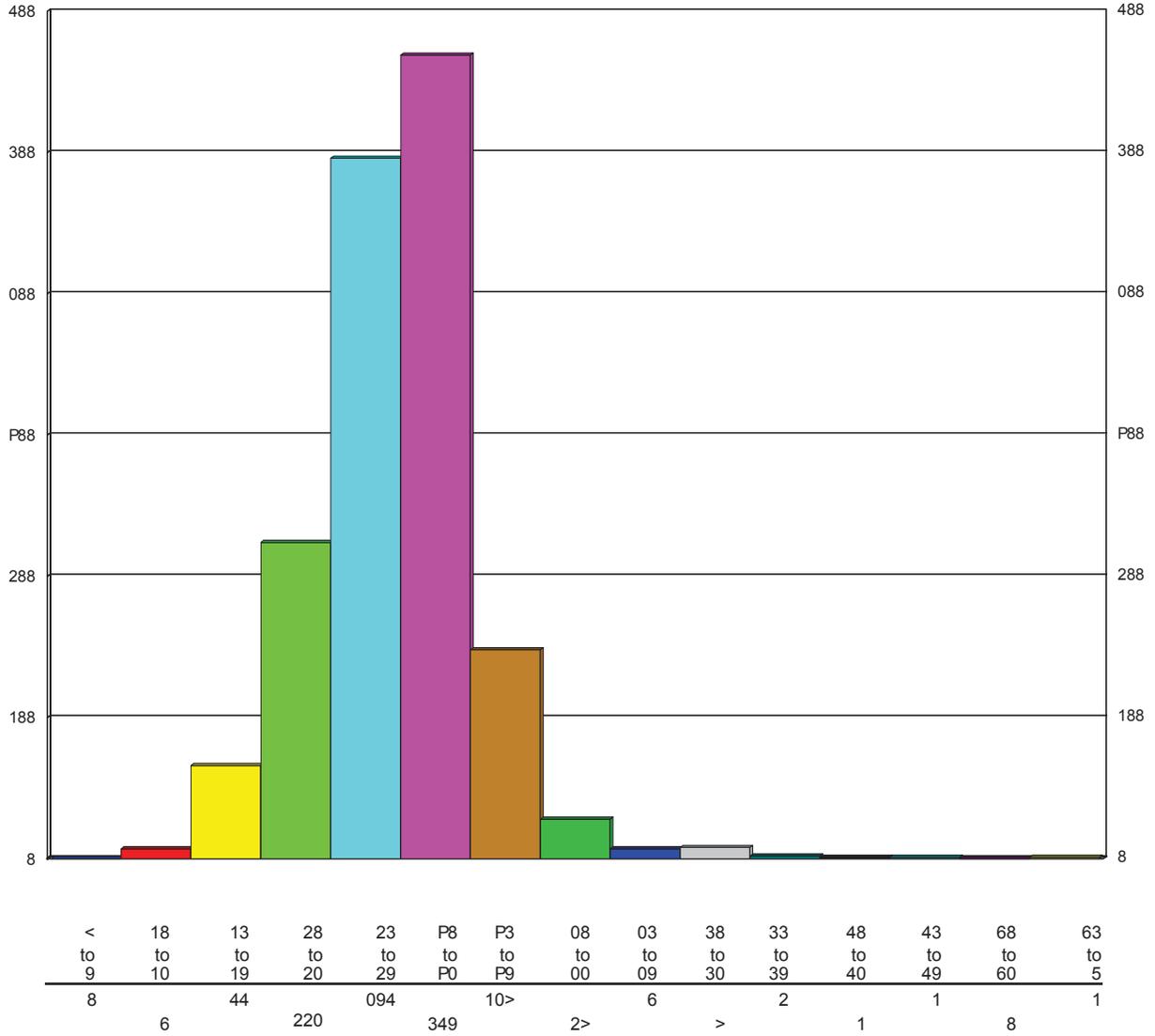
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 AADT Factor: 1

EnQ May/8P/281P 81:P8:88 sM
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Thu, May/8/281P

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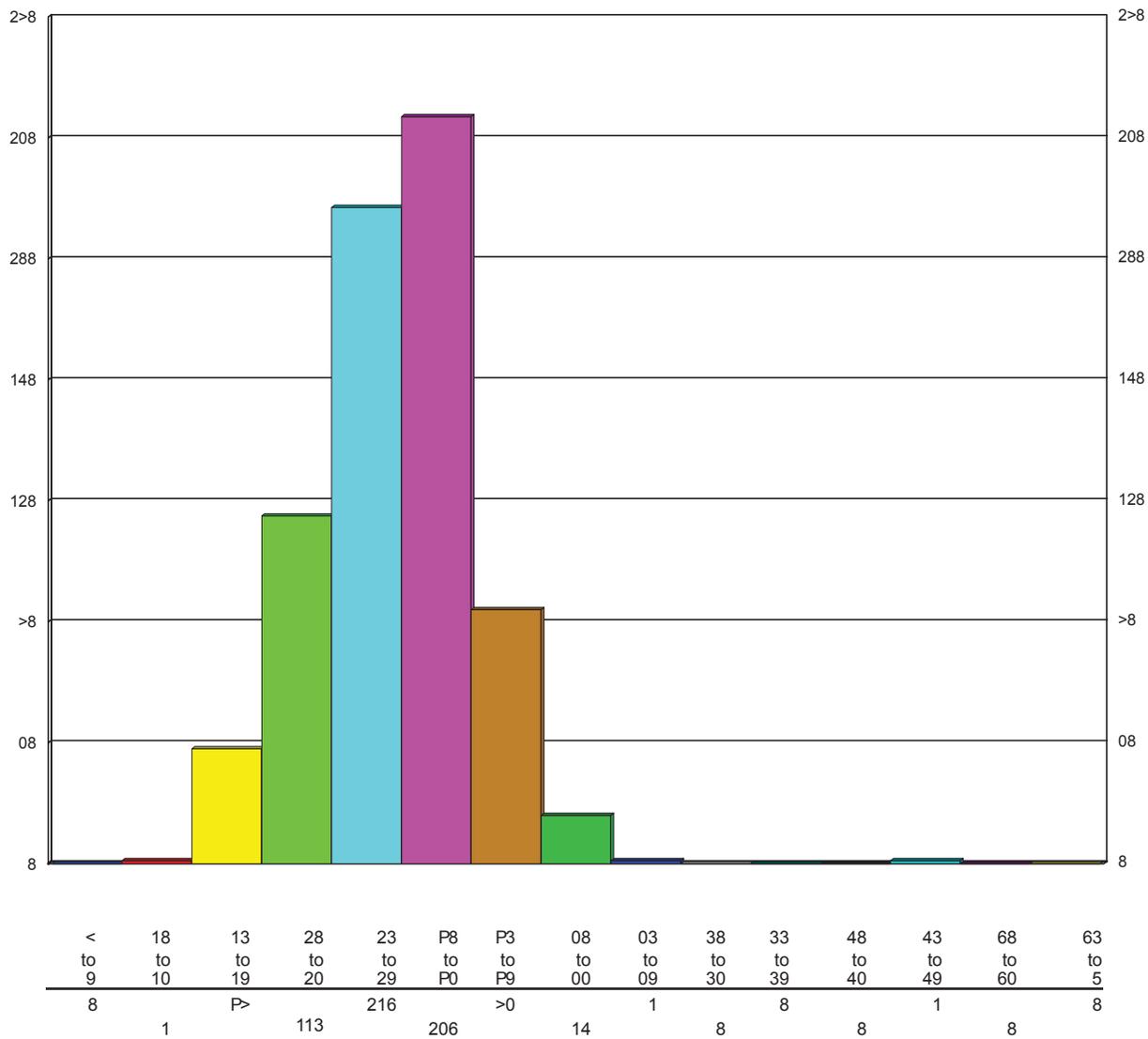


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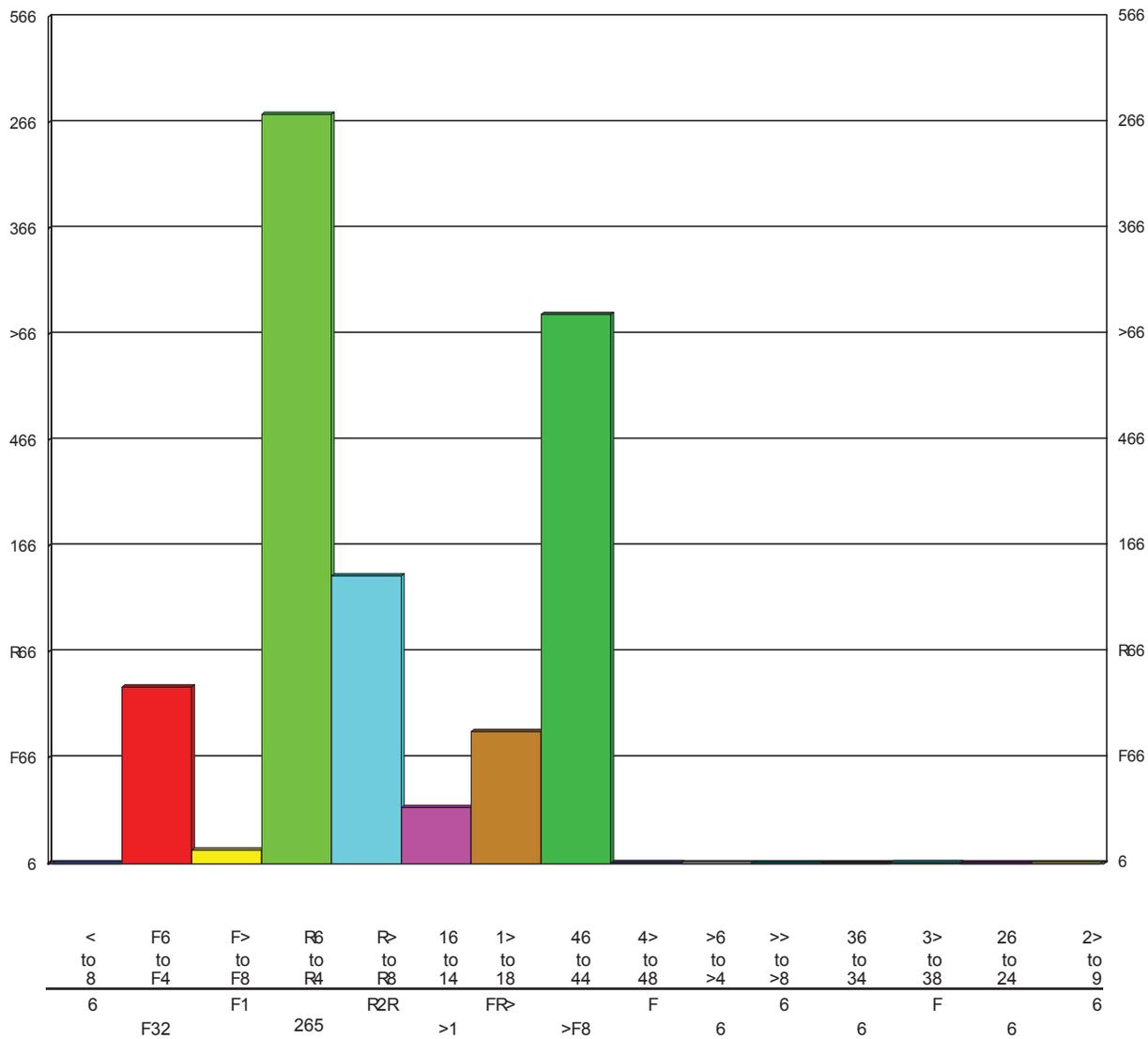


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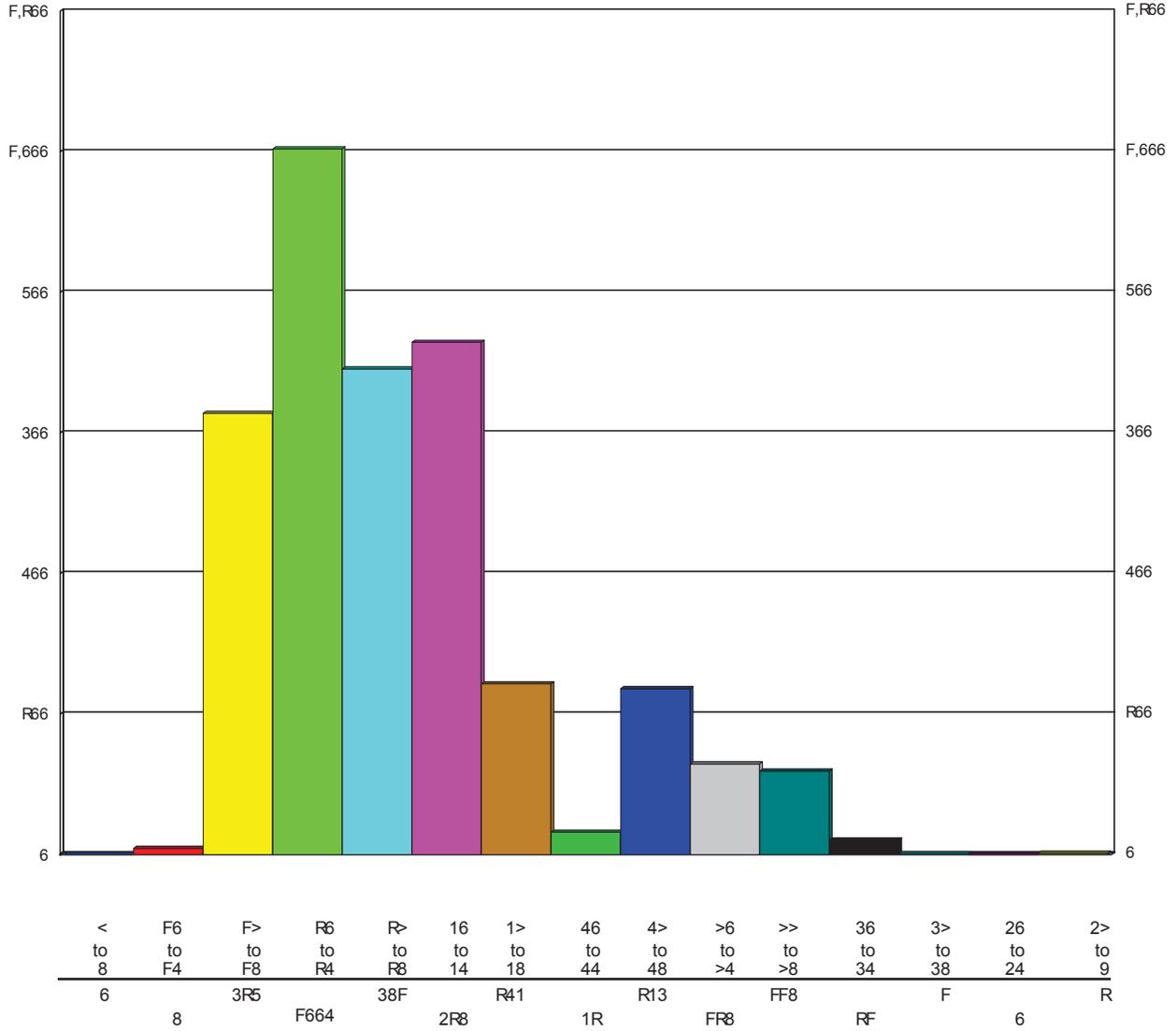


Speed/Volume Graph

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7 d Q M c 0 / 6 F / R 6 F 1

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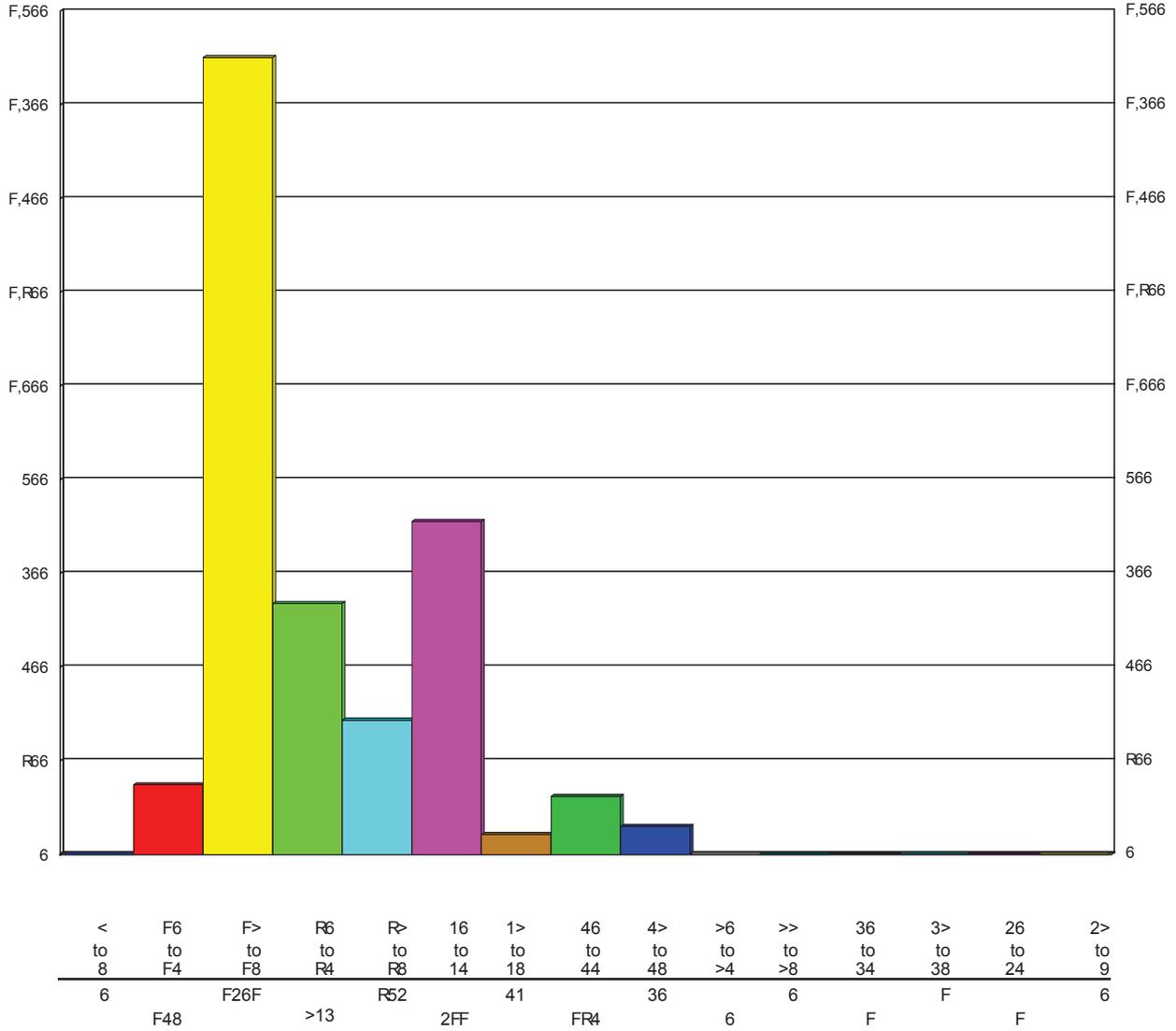


Speed/Volume Graph

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Speed/Volume Graph

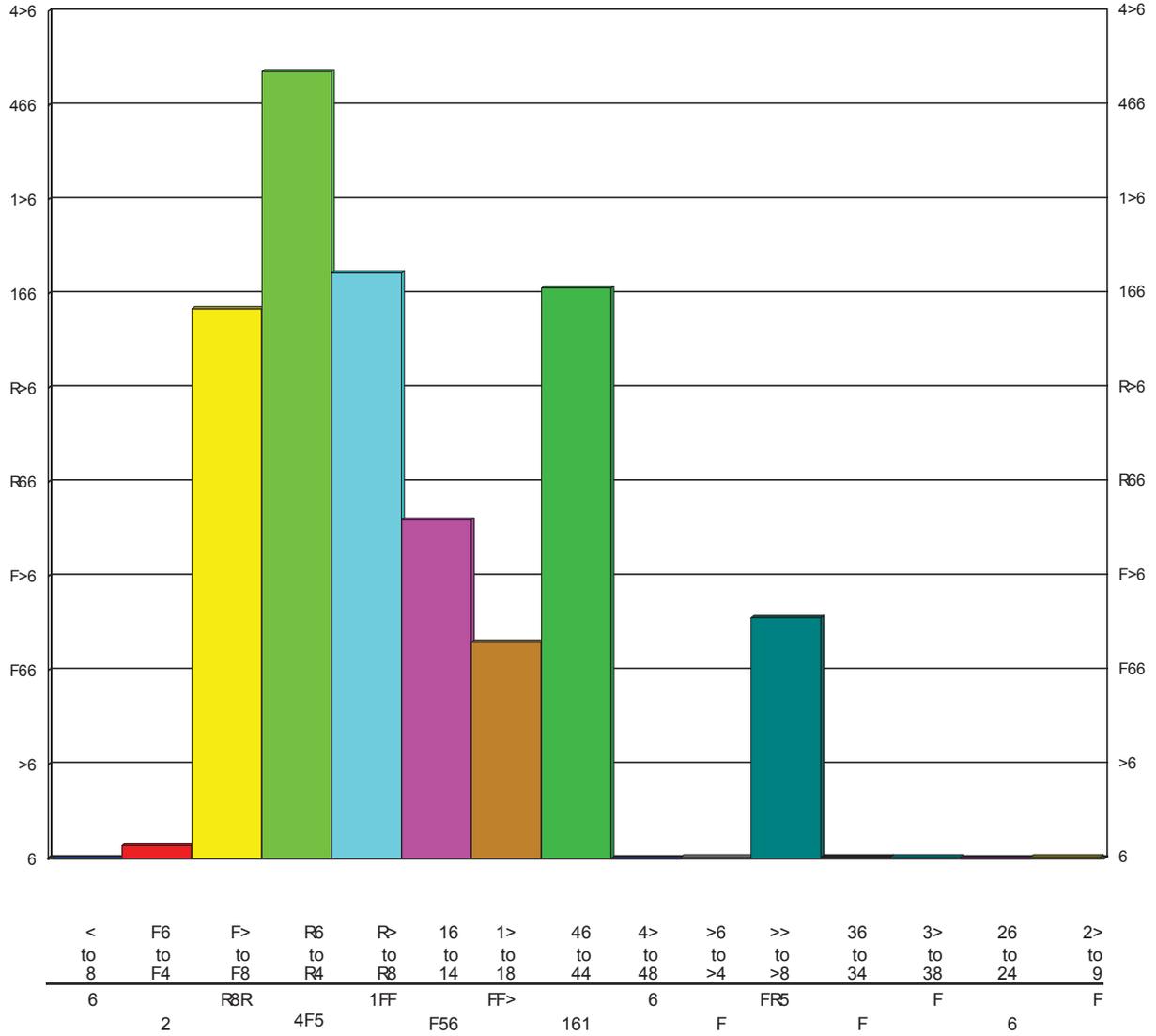
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 sdlpQ: 36
 wcP Count: F68R6
 AADT Count: 1,346

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F2>5



Attachment B: Pedestrian LOS Worksheets

Summary Data

Intersection: E Whidbey Avenue / NE Barron Drive
Scenario: Existing Conditions

Date: 10/3/2014
Analyst: MTH

Step 1: Identify Crossing Type

Crossing Type 4-lane undivided

Two-stage Crossing Calcs Apply? No

Note: Two-stage crossing calculation applied at all divided roadways

Step 2: Determine Critical Headway

		Stage 1	Stage 2
L	Crossing distance (ft)	60	
S_p	Average pedestrian speed (ft/s)	4	
t_s	Pedestrian start-up time and end clearance time (s)	3	
t_c	Critical headway for pedestrian crossing	18.0	

Note: Platooning effects ignored. $t_{c,G}$ assumed to equal t_c

Step 3: Estimate Probability of a Delayed Crossing

	Conflicting Vehicles/hr for each stage	976	
C	Number of lanes crossed	4	
v	Vehicular flow rate (veh/s)	0.27	
P_b	Probability of a blocked lane	0.70	
P_d	Probability of a delayed crossing	0.99240298597	

Step 4: Calculate Average Delay to Wait for an Adequate Gap

d_g	Average pedestrian gap delay (s)	463.8	
d_{gd}	Average gap delay for pedestrians who incur non-zero delay	467.4	

Step 5: Estimate Delay Reduction due to Yielding Vehicles

M_y	Motorist Yield Rate	0%	
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Note: See table to right for default HCM 2010 yield rate data based on national research

h	Average headway for each through lane	14.8	
n	Average number of crossing events before an adequate gap is available	31	
$P(Y_1)$	Probability that motorists yield to pedestrian on crossing event i	0.00	
$P(Y_2)$		0.00	0.00
:			
:			
$P(Y_n)$		0.00E+00	N/A

Note: Full iterations shown on "crossing event calculation" tab

d_p	Average pedestrian delay for each stage (s)	463.8	
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Step 6: Calculate Average Pedestrian Delay and Determine LOS

d_p	Average pedestrian delay (s)	463.8	
	Ped LOS		F

Summary Data

Intersection: E Whidbey Avenue / NE Barron Drive
Scenario: Existing Conditions

Date: 10/3/2014
Analyst: MTH

Step 1: Identify Crossing Type

Crossing Type 4-lane divided

Two-stage Crossing Calcs Apply? Yes

Note: Two-stage crossing calculation applied at all divided roadways

Step 2: Determine Critical Headway

		Stage 1	Stage 2
L	Crossing distance (ft)	24	24
S_p	Average pedestrian speed (ft/s)	4	4
t_s	Pedestrian start-up time and end clearance time (s)	3	3
t_c	Critical headway for pedestrian crossing	9.0	9.0

Note: Platooning effects ignored. $t_{c,G}$ assumed to equal t_c

Step 3: Estimate Probability of a Delayed Crossing

		Stage 1	Stage 2
	Conflicting Vehicles/hr for each stage	497	511
C	Number of lanes crossed	2	2
v	Vehicular flow rate (veh/s)	0.14	0.14
P_b	Probability of a blocked lane	0.46	0.47
P_d	Probability of a delayed crossing	0.71097728635	0.72

Step 4: Calculate Average Delay to Wait for an Adequate Gap

		Stage 1	Stage 2
d_g	Average pedestrian gap delay (s)	8.8	9.2
d_{gd}	Average gap delay for pedestrians who incur non-zero delay	12.4	12.8

Step 5: Estimate Delay Reduction due to Yielding Vehicles

		Stage 1	Stage 2
M_y	Motorist Yield Rate	0%	0%

Note: See table to right for default HCM 2010 yield rate data based on national research

h	Average headway for each through lane	14.5	14.1
n	Average number of crossing events before an adequate gap is available	0	0
$P(Y_1)$	Probability that motorists yield to pedestrian on crossing event i		
$P(Y_2)$			0.00
:			
:			
$P(Y_n)$		N/A	N/A

Note: Full iterations shown on "crossing event calculation" tab

d_p	Average pedestrian delay for each stage (s)	8.8	9.2
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Step 6: Calculate Average Pedestrian Delay and Determine LOS

d_p	Average pedestrian delay (s)	18.1	
	Ped LOS		C

Local Agency Agreement

Agency City of Oak Harbor
Address 865 S.E. Barrington Drive, Oak Harbor, WA
98277
CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)
Project No. _____
Agreement No. _____
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Whidbey Avenue Pedestrian Crossing **Length** 0.04 mi
Termini E. Whidbey Ave.

Description of Work

Mid-block pedestrian crossing, center refuge island, pedestrian-activated warning system, ADA retrofit, sidewalk

Proposed Advertisement Date:

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>100</u> % a. Agency			
b. Other	22,000.00		22,000.00
c. Other			
Federal Aid Participation Ratio for PE d. State	1,000.00		1,000.00
e. Total PE Cost Estimate (a+b+c+d)	23,000.00		23,000.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
_____ % k. Contract			
l. Other			
m. Other			
n. Other			
Federal Aid Participation Ratio for CN o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	23,000.00		23,000.00

Agency Official
 By _____
 Title Mayor, City of Oak Harbor

Washington State Department of Transportation
 By _____
 Director of Local Programs
 Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement
 The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Additional Provisions

Prefix	Route	()	Date	7/17/2014
Federal Aid Project Number			DUNS Number	054009196
Local Agency Project Number	ENG 14-02	(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001476

Agency City of Oak Harbor	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Whidbey Avenue Pedestrian Crossing		Start Latitude N48-17-54.56	Start Longitude W122-39-19.98		
End Latitude N		End Longitude W			
Project Termini From - To E. Whidbey Avenue		Nearest City Name Oak Harbor	Project Zip Code (+ 4) 98277-3280		
From	To	Length of Project approx. 100 ft	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number 0895	County Number 15	County Name Island	WSDOT Region Northwest Region
Congressional District Congressional District 2		Legislative Districts Legislative District 10		Urban Area Number 19	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$23,000		\$23,000	Nov. 2014
R/W				
Const.	\$201,500		\$201,500	Aug. 2015
Total	\$224,500		\$224,500	

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width 75 feet	Number of Lanes 5
Whidbey Avenue is the primary east-west street in Oak Harbor. The functional classification of Whidbey Avenue is Minor Arterial. The existing street section includes sidewalk on both sides, two lanes in either direction and a center two-way left turn lane. The condition of Whidbey Avenue at the project site is fair. The existing asphalt concrete pavement has some cracking but remains in sufficiently good condition to be rehabilitated with an overlay.	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) The proposed work is installation of a mid-block pedestrian crossing, center refuge island, pedestrian-activated warning system, ADA retrofit and sidewalk.

Local Agency Contact Person Arnold Peterschmidt	Title Project Engineer	Phone 360 279-4525
Mailing Address 865 SE Barrington Drive	City Oak Harbor	State WA
		Zip Code 98277-3280

Project Prospectus Approval	By _____	Approving Authority
	Title <u>Mayor, City of Oak Harbor</u>	Date <u>Aug 6, 2014</u>

Agency City of Oak Harbor	Project Title Whidbey Avenue Pedestrian Crossing	Date 7/17/2014
------------------------------	---	-------------------

Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge	75 feet	5

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	na	na
Design Speed	na	na
Existing ADT	na	na
Design Year ADT	na	na
Design Year	na	na
Design Hourly Volume (DHV)	na	na

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By General Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

This project is Categorical Excluded as described in parts 3, 22, and 23 of Section 24.22 a. of the WSDOT Local Agency Guidelines.

Agency City of Oak Harbor	Project Title Whidbey Avenue Pedestrian Crossing	Date 7/17/2014
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project
 Relocation of or adjustments to utilities and existing major structures are not expected.

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks
 Whidbey Island Naval Airstation is 2 miles north of the project site.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Oak Harbor

Date August 6, 2014

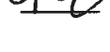
By _____
 Mayor/Chairperson

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

Bill No. 9.d
Date: October 21, 2014
Subject: Water System Improvements -
Professional Services Agreement
with Gray & Osborne
Amendment No. 1

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

Scott Dudley, Mayor
 Larry Cort, City Administrator
 Doug Merriman, Finance Director
 Nikki Esparza, City Attorney, as to form

PURPOSE

The purpose of this agenda bill is to seek City Council's approval of a Professional Services Agreement with Gray & Osborne, Inc. for engineering Services related to the North Transmission Main.

FISCAL IMPACT DESCRIPTION

Funds Required: \$64,800
Appropriation Source: Water Fund

SUMMARY STATEMENT

The City is actively pursuing improvements to the water distribution system intended to alleviate deficiencies within the city system, improve overall system reliability and, if we reach agreement with the Navy, provide new connection points to service to the Navy Seaplane Base. On June 18, 2013 a Professional Services Agreement was established with the engineering consulting firm of Gray & Osborne for design of these water system improvements. The scope of services is divided into four schedules; A – Cross City Transmission Main, B- 384 Pressure Zone Extension, C- North Trunk Main, D-North Booster Station.

Over the past year, design of the water system improvements has progressed substantially and city staff has been meeting regularly with Navy counter-parts regarding the proposed new connection points to the navy water system. This has resulted in two significant developments in the project(s). Further engineering analysis has determined that fire flow deficiencies in the northeast neighborhood can be alleviated without extending the Northeast Transmission Main from Oak Harbor Street all the way to Regatta Drive or building the North Booster Station. The second development is the realization of the extent of the process and uncertainties involved in establishing a modified contract or new contract for water service with the Navy. As a result the City is proceeding with design and construction of the improvements necessary to serve city water customers and holding the improvements which are not. The western portion of the transmission main and a new water main in the northeast neighborhood are necessary to provide increased pressure during fire suppression flows. Further design and construction of the eastern

portion of the transmission main and the North Booster Station, both of which are necessary to serve the Navy, are being held pending establishment of a new water service contract with the Navy.

Many of the water mains in the northeast neighborhood east of SR-20 are made of steel or asbestos cement and are nearing or exceeding the useful life of the pipe material. Replacement of old steel and asbestos cement water mains is a high priority project listed in the recently approved 2014 City of Oak Harbor Water System Plan. The Cross City Transmission Main Project includes installing a new water main in NE O'Leary Street north of NE 5th Avenue. Over the past year existing steel mains on NE O'Leary Street, NE 4th Avenue, NE 11th Avenue, and NE 10th Avenue have had repeated leaks and are in danger of failing altogether. The leaking mains listed above are adjacent to or in close proximity to NE O'Leary Street where we are already planning installation of a new main in 2015. Adding the replacement of the leaking mains to the Cross City Transmission Main Project is the most efficient way to replace the failing pipes. Amendment 1 to the Professional Services Agreement with Gray & Osborne is for engineering and design services necessary to add the replacement of the leaking mains to the Cross City Transmission Main Project.

CITY COUNCIL WORKSHOP

This item has not been discussed at a City Council Workshop.

CITY COUNCIL PREVIOUS ACTIONS

June 18, 2013 – City Council authorized the Mayor to sign the Professional Services Agreement with Gray & Osborne, Inc. for Engineering Services related to Water System Improvements in the amount of \$964,100.

RECOMMENDED ACTION

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc. for Engineering Services related to replacing leaking steel water mains in the amount of \$64,800 increasing the total contract amount from \$964,100 to \$1,028,900

ATTACHMENTS

- Grant & Osborne PSA Amendment No. 1
- Professional Services Agreement - June 18, 2013

Consultant Agreement Amendment Number <u> 1 </u>	Organization and Address	
Original Agreement Title: Water System Improvements, Schedules A, B, C, and D	City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 Phone: 360-279-4525	
Project Number: ENG 09-03	Execution Date July 2, 2013	Completion Date (Prior) December 31, 2014
Project Title: Steel/AC Pipe Replacement 2015	New Maximum Amount Payable: <u> \$1,028,900 </u>	
Description of Work: Engineering design services for water main replacement on portions of NE 11 th Ave, NE Muller St, NE 10 th Ave and NE 4 th Ave. See attached Exhibit A to Amendment 1		

The City of Oak Harbor
desires to supplement the agreement entered into with Gray & Osborne, Inc.
and executed on July 2, 2013 and identified as Water System Improvements, Schedules A, B, C and D

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:
Addition of engineering and design services necessary for replacement of asbestos and steel water mains as described in Exhibit A to Amendment 1

TIME OF COMPLETION – SCOPE OF SERVICES: December 31, 2015

Payment shall be made in accordance with the terms and conditions described in the original contract.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

**AMENDMENT NO. 1
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

EXHIBIT A

THIS AMENDMENT, entered into this ____ day of _____ 2014, by and between the City of Oak Harbor, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) July 2, 2013, for additional services related to the Water System Improvements Schedules A, B, C, and D Design (PROJECT).

SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to amend the Water System Improvements Contract to add the replacement of approximately 1,000 linear feet of 6-inch asbestos-cement (AC) pipe on NE 4th Avenue, 850 linear feet on NE 10th Avenue, 800 linear feet on 11th Avenue, and 1,000 linear feet on NE O’Leary Street to the current project. Gray & Osborne is to provide additional survey and engineering services to replace the existing AC mains with 8-inch ductile iron (DI) pipe. This additional work will be incorporated into Contract Documents for Task 1 of the original contract. More specifically, the work will include the following.

DESIGN

Task 1 – Surveying

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project; obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

Subtask 1.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor’s Office) along the project corridors as required for establishing the existing rights-of-way and easements along the project alignment. This work will include:
- Identify current rights-of-way along the proposed alignment.
 - Obtain title reports of affected properties to establish existing property legal descriptions and easements.

- Overlay the rights-of-way and current property easements on a plan view of the project corridor.

Subtask 1.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City-adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this Scope of Work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.
- C. Work to support obtaining easements for project alignment.

Task 2 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services, Inc. will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 3 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the additional water main improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 3.1 – Plans

- A. Prepare preliminary construction plans in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

Subtask 3.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the 2014 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications are to include the City-approved proposal, contract, and bonding documents.

Subtask 3.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 3.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 4 – Ninety Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the additional water main improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 4.1 – Plans

- A. Prepare construction plans in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

Subtask 4.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the 2014 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications are to include the City-approved proposal, contract, and bonding documents.

Subtask 4.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 4.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 5 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in a City-approved format to include plan and profile sheets and special details.

Subtask 5.1 – Final Plans

- A. Prepare final bid/construction plans in the City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

Subtask 5.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 5.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 6 – Quality Assurance/Quality Control

- A. Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels:
 - Sixty Percent Design (defined more fully in Task 3).
 - Ninety Percent Design (defined more fully in Task 4).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs and net fee, is set forth in Exhibit B. This amount will not be exceeded without prior written authorization of the City.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Oak Harbor - Water System Improvements Amendment 1

Tasks	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Surveying	4			4	10	
2 Utility Data Acquisition			4	8		48
3 Sixty Percent Design	18	34	44	44		
4 Ninety Percent Design	18	34	44	44		
5 Final Design	18	34	44	44		
6 Quality Assurance/Quality Control	4	8	8			
Hour Estimate:	62	110	144	144	10	48
Estimated Hourly Rates:*	\$42.70	\$36.00	\$36.85	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$2,647	\$3,960	\$5,306	\$3,492	\$361	\$3,756

Subtotal Direct Labor:	\$ 19,523
Indirect Costs (180% on Direct Labor):	\$ 35,141
Fixed Fee (42% on Direct Labor):	\$ 8,200
Subtotal Labor & Fees:	\$ 62,863
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 287
Subconsultant:	
Applied Professional Services, Inc. (Utility Locates)	\$ 1,500
Subconsultant Overhead (10%)	\$ 150
TOTAL ESTIMATED COST:	\$ 64,800

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF OAK HARBOR

By: _____
(Signature)

By: _____
(Signature)

Name: Thomas M. Zerkel, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: _____

Date: _____

"Equal Opportunity/Affirmative Action Employer"



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

PROJECT TITLE: Water System Improvements: Schedules A, B, C and D

PROJECT COMPLETION DATE: December 31, 2014

MAXIMUM AMOUNT PAYABLE: \$964,100

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CONSULTANT CONTRACT HEADING

I. INSTRUCTIONS

This contract must be completed in full, including all applicable exhibits. If an exhibit is not applicable, it should be marked "VOID".

Any changes or additions to this contract must be made in writing and set forth below. (The parties may attach appendices and exhibits to this contract but they **must** be listed in Section IV below.) Any exceptions or changes to the General Requirements must be listed in Section XI of the contract.

II. CONSULTANT INFORMATION

Name: Gray & Osborne, Inc.

Address: 701 Dexter Avenue North, Suite 200, Seattle, WA, 98109

Telephone/Fax No.: (206) 284-0860/(206) 283-3206

Federal ID No.: 91-089-718

Do you require a 1099 for the IRS? No

III. PROJECT INFORMATION

Protect Title: Water System Improvements: Schedules A, B & C

Project Description: The scope included under this portion of the contract is divided into three schedules of work. The first schedule of work, Schedule A: Cross City Transmission Line and Development of the East 384 Zone, includes the installation of approximately 8,000 LF of 18-inch and 2,500 LF of 12-inch water main, a boring across State Route 20, a PRV, connections to the existing system, zone isolation facilities to develop the east 384 Zone and associated resstoration items. The second schedule of work, Schedule B: Southern Extension of 384 Zone, includes the installtion approxiamatly 3,000 LF of 12-inch water main, a PRV, connection to the new 384 Zone and associated restoration items to facilitate the extension of the 384 Zone to the south to support the Navy. The last schedule of work, Schedule C: North End Water Main, includes the installation of approximately 2,500 LF of 12-inch water main, connections to the existing system and associated restoration items to to replace the existing 10-inch AC water main that starts at Ault Station runs east and then south on Old Goldie Road to West Ault Field Road.

Project Title: 384 Zone Booster Station: Schedule D

The scope in this portion of the contract is in one schedule and will include design of a new 384 Zone Booster station. The booster station will be located at the North Reservoir site and will provide flow to the 384 Zones, both on the east and west sides of the City. The scope includes design and the production of construction plans, specifications, and a cost estimate. The scope

also includes limited construction support including in-office support, submittal review, startup assistance, and record drawings.

Project Completion Date: December 31, 2014

Maximum Amount Payable: \$964,100

Progress Payments: Monthly

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

None

IX. CERTIFICATION OF THE CONSULTANT AND THE CITY

Attached hereto as Exhibit "A-1" is the Certification of the Consultant and Certification of City Official. Exhibit "A-2" is the Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

X. COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XI. GENERAL REQUIREMENTS

The General Requirements for Consulting Contract, on file in the City Clerk's Office at Oak Harbor City Hall, a copy of which is attached hereto, shall apply to this AGREEMENT except as modified in this Section XI (General Requirements). The CONSULTANT has assured that the attached copy of the General Requirements conforms to the set filed in the City Clerk's Office.

General provisions are modified to provide that "CONSULTANT shall provide period reports as required and not necessarily on a monthly basis."

XII. EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By _____
Consultant: Gray & Osborne, Inc.

By _____
Agency:
Principal

I, Thomas M. Zerkel, Consultant, certify under penalty of perjury under the laws of the State of Washington that this copy of the General Requirements for Consultant Contract conform to the set filed in the Clerk's Office.

Dated: _____

By Thomas M. Zerkel

GENERAL REQUIREMENTS

1. MISCELLANEOUS PROVISIONS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT's participation. The minimum number of hours or days notice required shall be agreed to between the CITY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report as needed by the CITY (but in no case shall it be more than once a month), in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports and other data, furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

2. TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in Section III of this AGREEMENT under "Project Completion Date".

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of God, governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the CITY is required to extend the established completion date.

3. SUBCONTRACTING

The CITY permits subcontracts for only those items of work designated for subcontracts in Exhibit "G-1" or "G-2" to this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless prior written approval has been issued by the CITY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section VIII. All subcontracts exceeding Ten Thousand Dollars (\$10,000.00) in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

4. EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

5. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sexual orientation, sex, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability; unless based upon a bona fide occupational qualification; with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other forms of compensation, selection for training, or rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the CITY and further that

the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the applicable federal law relative to nondiscrimination, Title 49, Code of Federal Regulations, which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the Americans with Disabilities Act of 1992, as amended.

- B. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the CITY and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such state or federal law. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- C. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 - (2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

- D. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.

- E. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

6. TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days' written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "F".

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice to Terminate exceeds the total amount that would be due, computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reasons that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this AGREEMENT.

In the event of death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the CITY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under

the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

7. CHANGES OF WORK

The CONSULTANT shall make changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under General Requirements, Section 13.

8. DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the City Administrator or his/her designee, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided, however, that if an action is brought challenging the Public Works Superintendent or City Engineer's decision, that decision shall be subject to de novo judicial review.

9. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Island County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in Island County.

10. LEGAL RELATIONS AND INSURANCE

- A. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of Washington.
- B. The CONSULTANT's relation to the CITY shall be at all times as an independent contractor and not as an employee.
- C. Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the

CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

- D. The CITY will pay no payments under Section VIII "Payments" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

11. INDEMNIFICATION REQUIREMENTS

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

Notwithstanding the provisions of the preceding paragraph, it is understood and mutually agreed by the CONSULTANT and the CITY that neither party will attempt to enforce strict liability for any act, error or omission against either party and that the work covered under this AGREEMENT will be completed by the CONSULTANT with the standard of care of the profession in the State of Washington.

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

12. INSURANCE.

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

- A. **No Limitation.** CONSULTANT's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

B. **Minimum Scope of Insurance.** CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the CONSULTANT's profession.

C. **Minimum Amounts of Insurance.** CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per accident.
2. Commercial General Liability insurance shall be written with limits no less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
3. Professional Liability insurance shall be written with limits not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) policy aggregate limit.

D. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

- E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- F. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the CONSULTANT before commencement of the work.

13. **EXTRA WORK**

- A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly. If the change causes an increase in the maximum amount payable, it shall not become a part of this AGREEMENT unless and until a written amendment to the AGREEMENT is executed by both the CITY and the CONSULTANT.
- C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

14. **ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

15. **EQUAL OPPORTUNITY**

- A. Compliance with 41 CFR 60-1.4 -- Equal Opportunity Clause. The CITY incorporates 41 CFR 60-1.4 -- Equal Opportunity Clause by reference.

B. Compliance with 41 CFR 60-250.5 -- Equal Opportunity Clause (Special Disabled Veterans).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security

agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state: Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.
5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
6. As used in this clause:
 - i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.
 - ii. Executive and top management means any employee:
 - (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
 - (b) who customarily and regularly directs the work of two (2) or more other employees therein; and

- (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
 - (d) who customarily and regularly exercises discretionary powers; and
 - (e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent (20%) interest in the enterprise in which he or she is employed.
 - iii. Positions that will be filled from within the CONSULTANT's organization means employment openings for which no consideration will be given to persons outside the CONSULTANT's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- 7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 8. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the CONSULTANT may have the notice read to a

visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.
11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars (\$25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

C. Compliance with 41 CFR 60-741.5 -- Equal Opportunity Clause (Workers with Disabilities).

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;

- vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 3. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 5. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars (\$10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**EXHIBIT A-1
CERTIFICATION OF CONSULTANT**

Project No.

I hereby certify that I am Thomas M. Zerkel a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 701 Dexter Avenue North, Suite 200, Seattle, WA, 98109 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I further certify that the firm I here represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

CERTIFICATION OF CITY OFFICIAL

I hereby certify that I am the responsible City official for the City of Oak Harbor, Washington, for this AGREEMENT and that the above consulting firm or its representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person; or
- (b) pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

EXHIBIT A-2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS-
PRIMARY COVERED TRANSACTIONS

1. The CONSULTANT, through the prospective primary participant, certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or city;
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the CONSULTANT, through the prospective primary participant, is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Gray & Osborne, Inc.

Date

President or Authorized Official or
Consultant Signature

**EXHIBIT B
SCOPE OF WORK (ADD ON)**

Project No. _____

See attached documents furnished by the Consultant

EXHIBIT B

SCOPE OF WORK

CITY OF OAK HARBOR WATER SYSTEM IMPROVEMENTS

SCHEDULE A: CROSS CITY WATER TRANSMISSION LINE AND DEVELOPMENT OF THE EAST 384 ZONE

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the construction of a cross City water transmission line and installation of water system improvements to support the development of a new 384 Zone on the eastern edge of the City and connection to a Navy waterline. Specifically the project would include the installation of approximately 8,000 LF of 18-inch and 2,500 LF of 12-inch water main, a boring across State Route 20, a PRV, connections to the existing system, zone isolation facilities and associated restoration items. Also the services are to include modeling the Cities existing water system to verify the size of the proposed water main improvements and to establish the limits of the proposed 384 Zone. In addition, the City has requested that G&O provide services to support a cost partition analysis to determine the cost benefit and project budgetary responsibility for both the City and the Navy who is participating in the cost of the project construction.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
 - 1. Procure sufficient staff resources to dedicate to the project.
 - 2. Prepare and execute subconsultant contracts.
 - 3. Manage subconsultant work.
 - 4. Manage and control project budget and schedule.
 - 5. Manage and provide monthly progress reports and invoices.

Task 2 – Kickoff Meeting

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
1. Review City provided record drawings of existing system.
 2. Review and confirm project understanding and design criteria to be employed.
 3. Review and confirm task assignments and budget hours for assigned tasks.
 4. Review and confirm project schedule and milestones/deliverables.
 5. Identify regulatory and/or funding agency requirements.
 6. Identify utility purveyors and concerns.
 7. Identify project stakeholders and discuss their needs and impacts on the project.
 8. Environmental requirements.
 9. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Surveying

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the project corridors as required for establishing the existing rights-of-way. This work will include:
 - 1. Identify current rights-of-way along the proposed alignment.
 - 2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 5 – Geotechnical Investigation and Report

Objective: Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to five test borings (maximum 10-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 6 – Prepare Hydraulic Analysis Memorandum

Objective: Provide a technical memorandum in Word format summarizing the project understanding, design criteria, and hydraulic analysis in a spreadsheet format of the proposed project.

- A. Perform a hydraulic analysis of the proposed system improvements to verify pipe sizes and establish the limits of the proposed east 384 Zone. Analysis will be run using flow estimates and capacity requirements provided by the City.
- B. Write a technical memorandum summarizing the project understanding, design criteria, and general design guidelines and standards which will be applied to the project design. The Technical Memorandum will indicate location and size of proposed waterlines, limits of 384 Zone, recommended isolation improvements and locations of PRVs.
- C. Develop preliminary cost estimates for the proposed water system improvements determined by the hydraulic analysis.
- D. Circulate the technical memorandum to key members of the design team and the City and solicit comments and/or clarifications. Incorporate all relevant review comments. This Contract assumes two review periods by The City.
- E. Distribute the final technical memorandum to the design team and submit one copy to the City.

Task 7 – Environmental Process

Objective: Acquire the various environmental approvals and environmental clearances necessary to facilitate construction of the project.

- A. A wetland delineation will be prepared to comply with the City's critical areas ordinance. The Watershed Company will delineate the wetland area within the Gun Club Road right-of-way and will prepare a critical areas report and mitigation plan that will describe the impacts to buffers and discuss how the proposed construction complies with City critical area and US Army Corps of Engineers (COE) regulations.
- B. Prepare and submit for a critical areas land use permit from the City. The City has an exemption for public utilities intrusion into critical area buffers as long as the intrusion is the minimum necessary. We will prepare the critical areas land use permit and submit plans and paperwork as required by the City.

Task 8 – Permitting

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

Subtask 8.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit application for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

Subtask 8.2 – Stormwater General Construction Permit

- A. Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology.

Subtask 8.3 – SEPA Checklist

- A. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Subtask 8.4 – WSDOT Permit

- A. Prepare and submit contract documents to the Washington State Department of Transportation document as required to obtain a right-of-way permit to bore under State Route 20.

Subtask 8.5 – JARPA Submittal

- A. Prepare a Joint Aquatic Resource Permit Application (JARPA) for City submittal to Washington Department of Ecology (Ecology) and US Army Corps of Engineers (COE) as needed for wetland crossing and/or impacts. This scope assumes a City Critical Areas Ordinance compliance, 401 Water Quality Certification, and Clean Water Act Section 404 Nationwide permit will be required. The JARPA submittal will be formatted to meet COE requirements and will include the wetland delineation and mitigation plan completed under Task 7 above. The City will pay for any environmental review and permit application fees.

Task 9 – Cost Partition Analysis

Objective: Provide a technical memorandum in Word format establishing and summarizing the project cost participation to the Navy and the City for the proposed work.

- A. Establish project design and construction costs and summarize these costs in a technical memorandum.
- B. Develop a strategy for division of project costs between the Navy and the City

Task 10 – Thirty Percent Design

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 10.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

Subtask 10.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 10.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 10.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 11 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

Subtask 11.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 11.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 11.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 11.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 12 – Ninety Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 12.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 12.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal*

Construction. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 12.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 12.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 13 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 13.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

Subtask 13.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 13.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 14 – Quality Assurance/Quality Control

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
 - 1. Kickoff (5% ±, defined more fully in Task 2).
 - 2. Thirty Percent Design (defined more fully in Task 10).
 - 3. Sixty Percent Design (defined more fully in Task 11).
 - 4. Ninety Percent Design (defined more fully in Task 12).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 15 – Bid Support

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.
- C. Participate in prebid meeting.

Task 16 – Record Drawings

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor's markups, City notes and markups, and G&O's field observations and final inspections.
- B. Provide record drawings as hard copies (three full-size and three half-size plan sets) and in an electronic copy in PDF format.

SCHEDULE B: SOUTHERN EXTENSION OF 384 ZONE

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the extension of the 384 Zone to the south to support the Navy. Specifically the project would include the installation of approximately 3,000 LF of 12-inch water main, a PRV, connection to the existing system, and associated restoration items.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
 - 1. Procure sufficient staff resources to dedicate to the project.
 - 2. Prepare and execute subconsultant contracts.
 - 3. Manage subconsultant work.
 - 4. Manage and control project budget and schedule.
 - 5. Manage and provide monthly progress reports and invoices.

Task 2 – Kickoff Meeting

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
 - 1. Review City provided record drawings of existing system.
 - 2. Review and confirm project understanding and design criteria to be employed.
 - 3. Review and confirm task assignments and budget hours for assigned tasks.
 - 4. Review and confirm project schedule and milestones/deliverables.
 - 5. Identify regulatory and/or funding agency requirements.
 - 6. Identify utility purveyors and concerns.
 - 7. Identify project stakeholders and discuss their needs and impacts on the project.

8. Environmental requirements.
9. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Surveying

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor’s Office) along the project corridors as required for establishing the existing rights-of-way. This work will include:
 1. Identify current rights-of-way along the proposed alignment.
 2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 5 – Geotechnical Investigation and Report

Objective: Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to two test borings (maximum 6-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.

- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 6 – Permitting

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

Subtask 6.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

Subtask 6.2 – SEPA Checklist

- B. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Task 7 – Thirty Percent Design

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 7.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

Subtask 7.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 7.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 7.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 8 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

Subtask 8.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 8.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the 2012 *Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 8.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 8.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 9 – Ninety Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 9.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 9.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 9.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 9.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 10 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 10.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

Subtask 10.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 10.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 11 – Quality Assurance/Quality Control

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
 1. Kickoff (5% ±, defined more fully in Task 2).
 2. Thirty Percent Design (defined more fully in Task 7).
 3. Sixty Percent Design (defined more fully in Task 8).
 4. Ninety Percent Design (defined more fully in Task 9).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 12 – Bid Support

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

Task 13 – Record Drawings

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor’s markups, City notes and markups, and G&O’s field observations and final inspections.
- B. Provide record drawings as hard copies (three full-size and three half-size plan sets) and in an electronic copy in PDF format.

SCHEDULE C: NORTH END WATER MAIN

PROJECT UNDERSTANDING

The City of Oak Harbor wishes to contract with Gray & Osborne, Inc. (G&O) to provide engineering design service to facilitate the installation of 12-inch DI water main to replace the existing 10-inch AC water main to be abandoned as a result of the installation of the cross City water main noted in Schedule A. Specifically the project would include the installation of approximately 2,500 LF of 12-inch water main, connection to the existing system, and associated restoration items.

More specifically, the work will include the following.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Project Manager and senior staff members.

- A. Provide overall project management and oversight services, to include:
 - 1. Procure sufficient staff resources to dedicate to the project.
 - 2. Prepare and execute subconsultant contracts.
 - 3. Manage subconsultant work.
 - 4. Manage and control project budget and schedule.
 - 5. Manage and provide monthly progress reports and invoices.

Task 2 – Kickoff Meeting

Objective: Conduct a kickoff meeting with City staff to identify critical path schedule and task items, format and schedule for deliverables, major project assignments, stakeholder contacts, and any special regulatory and funding agency requirements.

- A. Conduct an initial meeting to initiate the engineering design process for the project, discussing the following items at a minimum. The discussion will include, but not be limited to, the following topics:
1. Review City provided record drawings of existing system.
 2. Review and confirm project understanding and design criteria to be employed.
 3. Review and confirm task assignments and budget hours for assigned tasks.
 4. Review and confirm project schedule and milestones/deliverables.
 5. Identify regulatory and/or funding agency requirements.
 6. Identify utility purveyors and concerns.
 7. Identify project stakeholders and discuss their needs and impacts on the project.
 8. Environmental requirements.
 9. Document the discussion of the meeting and distribute to all attendees.

Task 3 – Surveying

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

Subtask 3.1 – Right-of-Way and Easement Research

- A. Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor's Office) along the

project corridors as required for establishing the existing rights-of-way. This work will include:

1. Identify current rights-of-way along the proposed alignment.
2. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

Subtask 3.2 – Topographic Survey

- A. Establish vertical and horizontal control on the City adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Subtask 3.3 – Exhibits for Navy Easement

- A. Gray & Osborne will provide exhibits as required to support the City obtaining easements from the Navy to facilitate construction of the project.

Task 4 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- C. Applied Professional Services will be contracted to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 5 – Geotechnical Investigation and Report

Objective: Conduct field explorations to determine design recommendations to support the proposed water system improvements and asphalt reconstruction as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to two test borings (maximum 6-feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for project surface restoration.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil and groundwater), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated soils, fill, and groundwater are specifically excluded from this task.

Task 6 – Environmental Process

Objective: Acquire the various environmental approvals and environmental clearances necessary to facilitate construction of the project.

- A. A wetland delineation will be prepared to comply with the City's critical areas ordinance. The Watershed Company will delineate the wetland area adjacent to the Ault Field Booster Station site and will prepare a critical areas report and mitigation plan that will describe the impacts to buffers and discuss how the proposed construction complies with City critical area and US Army Corps of Engineers (COE) regulations.
- B. Prepare and submit for a critical areas land use permit from the City. The City has an exemption for public utilities intrusion into critical area buffers as long as the intrusion is the minimum necessary. We will prepare the critical areas land use permit and submit plans and paperwork as required by the City.

Task 7 – Permitting

Objective: Provide support required to obtain permits necessary to facilitate construction of the project.

Subtask 7.1 – Grading, Drainage, and Right-of-Way Permits

- A. Prepare and submit application for grading, drainage, and right-of-way permits from the City.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.

Subtask 7.2 – Stormwater General Construction Permit

- A. Prepare and submit for a Stormwater General Construction Permit from the Washington State Department of Ecology.

Subtask 7.3 – SEPA Checklist

- A. Prepare and submit draft SEPA and revise the document as necessary before preparing final documents for City processing.

Subtask 7.4 – JARPA Submittal

- A. Prepare a Joint Aquatic Resource Permit Application (JARPA) for City submittal to Washington Department of Ecology (Ecology) and US Army Corps of Engineers (COE) as needed for wetland crossing and/or impacts. This scope assumes a City Critical Areas Ordinance compliance, 401 Water Quality Certification, and Clean Water Act Section 404 Nationwide permit will be required. The JARPA submittal will be formatted to meet COE requirements and will include the wetland delineation and mitigation

plan completed under Task 6 above. The City will pay for any environmental review and permit application fees.

Task 8 – Thirty Percent Design

Objective: Prepare 30 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed water system improvements for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 8.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.

Subtask 8.2 – Waterline Alignment

- A. Prepare layouts and full-size drawings of waterline design representing a 30 percent design effort to include alignment, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey.

Subtask 8.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 8.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 9 – Sixty Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 60 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 30 percent design effort.

Subtask 9.1 – Plans

- A. Prepare preliminary construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 9.2 – Specifications (Draft)

- A. Prepare draft project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 9.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 9.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 10 – Ninety Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the water system improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 10.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan sheets, special notes, special details, etc.

Subtask 10.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 10.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 10.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 11 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 11.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan sheets, special notes, special details, etc.

Subtask 11.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 11.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 12 – Quality Assurance/Quality Control

Objective: Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Meetings are to take place at the following levels:
 1. Kickoff (5% ±, defined more fully in Task 2).
 2. Thirty Percent Design (defined more fully in Task 8).
 3. Sixty Percent Design (defined more fully in Task 9).
 4. Ninety Percent Design (defined more fully in Task 10).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 13 – Bid Support

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase.
- B. Support City staff to prepare any Bid Addenda as may be required.

Task 14 – Record Drawings

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor's markups, City notes and markups, and G&O's field observations and final inspections.
- B. Provide record drawings as hard copies (3 full-size and 3 half-size plan sets) and in an electronic copy in PDF format.

SCHEDULE D – 384 BOOSTER STATION

PROJECT UNDERSTANDING

The City of Oak Harbor desires to contract Gray & Osborne, Inc. (G&O) to provide professional engineering services for predesign and design for the new 384 Zone Booster Station.

It is our understanding the City intends to create a 384 Zone consisting of two separate areas of the City including an area to the south of the proposed 384 Zone Booster Station and an area on the eastern edge of the City that would also serve adjacent Navy areas.

It is our understanding that the new facility will need to supply all normal daily flows but will also include the ability to provide fire flow to the 384 Zone including 2,500 gpm fire flow for the West 384 Zone and a minimum 3,500 gpm fire flow for the East 384 Zone. The new facility will also include backup power.

Gray & Osborne anticipates using existing site survey information and geotechnical information that was gathered for previous projects; namely, the Gun Club Road Waterline and the North Reservoir. This scope of work also presumes that the stormwater plan and SEPA checklist for the Gun Club Road and North Reservoir projects will not need to be changed for the booster station and, consequently, work for stormwater planning and SEPA are not included in this Scope of Work.

Task 1 – Project Management and Oversight

Objective: To provide overall project management, oversight, and quality control of the project work by a Principle-In-Charge and senior staff members.

- A. Provide overall project management and oversight as follows:
- Ensure sufficient staff resources to dedicate to the project.
 - Manage project budget and schedule.
 - Prepare and provide monthly progress reports and invoices.

Task 2 – Kick-Off Meeting

Objective: To conduct a kick-off meeting for the project to identify critical path schedule and task items, to confirm the format for and schedule of deliverables, to discuss major project assignments and project specific regulatory requirements.

- A. Conduct an initial kick-off meeting to initiate the design process, discussing the following items at a minimum:
- Review preliminary booster station design information.
 - Review any City site documentation.
 - Review and discuss City permitting processes and regulations.
 - Review and confirm major task assignments.
 - Review and confirm project schedule and milestones.
 - Identify any outside stakeholders.
 - Identify design parameters and facility expectations including quantifying the required fire flow.
- B. Prepare and distribute meeting minutes to all attendees.

Task 3 – Prepare Predesign Report

Objective: To prepare a Predesign Report for City staff review sufficient to meet WAC 246-290 requirements for an engineering report.

- A. Acquire available information (i.e., interview with City staff, previous studies and analyses) regarding the design and operation of the existing facility.
- B. Model the proposed 384 Zones with the City's hydraulic model to develop an accurate estimate of hydraulic conditions at the anticipated flows, both normal daily and fire flow, to the two 384 Zones, both individually and in aggregate.

- C. Provide an alternative analysis of pump types, configurations, and sizes based on the hydraulic analysis.
- D. Provide an alternative analysis of building construction type including life-cycle cost analysis. Provide a recommended alternative.
- E. Provide a discussion of booster station operation with respect to the existing reservoir and the system.
- F. Provide a discussion of recommended booster station features and accessories.
- G. Summarize stormwater regulations and impacts to the project based on the Stormwater Plan previously developed for the Gun Club Road and North Reservoir Projects.
- H. Provide a discussion of reservoir controls including a SCADA input/output list for both the new and existing reservoirs.
- I. Prepare a preliminary site layout and booster station elevation figures.
- J. Prepare predesign level cost estimate.
- K. Provide draft Predesign Report for staff review.
- L. Meet with City staff to review draft report and receive comment.
- M. Finalize the Predesign Report incorporating City comments. Submit to DOH for review and approval.

Task 4 – Prepare Plans and Specifications

Objective: To prepare plans and specifications suitable for public bidding and to prepare a design-level cost estimate.

- A. Prepare 30 percent plans for City review with site plan, building plan, and building elevations, along with a specification outline and cost estimate.
- B. Prepare 60 percent plans for City review with site civil, mechanical, and preliminary electrical drawings. The 60 percent submittal will include a draft set of specifications in CSI format and a cost estimate.
- C. Prepare 90 percent plans and specifications for City review, permit application, and DOH approval. The 90 percent submittal will include a cost estimate.

- D. Prepare final construction documents suitable for public bidding including any subsequent contract bidding addenda.

Task 5 – Provide Permitting Assistance

Objective: To provide permitting assistance for obtaining the City of Oak Harbor Building, Clearing and Grading, and Mechanical Permits.

- A. Submit 90 percent plans, specifications, and structural calculations for securing the necessary City permits.

Task 6 – Provide Bidding and Award Assistance

Objective: To support City staff in the advertising, bidding, and awarding of the construction contract.

- A. Coordinate the advertisement of the Call for Bids in the fashion requested by the City.
- B. Attend one prebid site meeting.
- C. Answer contractor inquiries.
- D. Attend bid opening.
- E. Review bids and provide a Recommendation to Award letter for submission to City Council.

Task 7 – Quality Assurance/Quality Control

- A. Oversee quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will include senior staff not necessarily associated with the project, select design team members, and City staff (as required and/or desired). Meetings will take place at the following design completion levels:
- Draft Predesign
 - 30 percent design effort
 - 60 percent design effort
 - 90 percent design effort
- B. Ensure incorporation of all relevant comments and suggestions into the construction documents resulting from QA/QC reviews.

Task 8 – In-Office Support Services

Objective: Provide in-office support to address and respond to contractors and City of Oak Harbor staff questions and concerns during construction.

- A. Provide as needed in-office support to respond to Contractor's and City of Oak Harbor's questions during construction.
- B. Prepare drawings/exhibits as required to clarify design/construction issues.
- C. Assist in the evaluation of change order during construction.

Task 9 – Submittal Review

Objective: Review product submittal information for compliance with contract requirements.

- A. Provide in-office review of information submitted by the Contractor as required by the contract documents to ensure compliance with the permits and intent of contract documents.
- B. Track submittals and provide written response/approval to Contractor-submitted information.

Task 10 – Startup Assistance

Objective: Provide startup assistance to verify the facility is operating per design and to acquaint City staff with facility operations.

- A. Prepare written booster station startup protocol including electric motor startup checklists.
- B. Attend integrator testing of booster station control panel and telemetry at integrator's shop.
- C. Attend preliminary and final startup meetings at the booster station site including onsite pump analysis for head, flow, and amperage measurements.
- D. Provide a written memorandum documenting the performance of each booster pump unit.

Task 11 – Record Drawings

Objective: Document the final project as constructed with any modifications from the original design.

- A. Prepare record drawings based upon the contractor’s markups, City of Oak Harbor notes and markups, and G&O’s field observations and final inspections.
- B. Provide record drawings as hard copies (3 full-size and 3 half-size plan sets) and in an electronic copy in PDF format.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

- 1. Three paper copies of the final hydraulic analysis memorandum..... Schedule A
- 2. Three paper copies of the Booster Station Predesign Report Schedule D
- 3. Three paper copies of the final geotechnical report. ..Schedules A, B and C
- 4. Three paper copies of the environmental documentation. Schedules A and C
- 5. Three paper copies of any permits acquired during the development of the project.Schedules A, B and C
- 6. SEPA checklist.Schedules A, B and C
- 7. Three copies of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels. This Contract anticipates a maximum of 30 sheets will be required to facilitate the bidding and construction of Schedules A, B and C.....Schedules A, B, C and D

8. Three copies of project specifications and cost estimate at 60 percent and 90 percent design effort levels.....Schedules A, B, C and D
9. One electronic set of final construction drawings (PDF).Schedules A, B, C and D
10. One electronic set of final project specifications (PDF).Schedules A, B, C and D
11. Three half-scale 11" x 17" original and 3 full-scale paper copy sets of final construction drawings.Schedules A, B, C and D
12. One original paper copy of final project specifications.Schedules A, B, C and D
13. Three half-size 11" x 17" original and 3 full-scale paper copy sets of record drawings.Schedules A, B, C and D
14. One electronic set of record drawings (PDF).Schedules A, B, C and D
15. Project CAD files as requested by the City.Schedules A, B, C and D

SCHEDULE

The City of Oak Harbor desires the project to be out to bid by the spring of 2014. We anticipate the following schedule for Schedules A, B and C:

30 Percent Design Effort	August 30, 2013
60 Percent Design Effort	October 31, 2013
90 Percent Design Effort	January 31, 2014
Final Design Effort	February 28, 2014

We anticipate the following schedule for Schedule D:

Contract Execution	June 2013
Draft Predesign Report	August 2013
30 Percent Design	October 2013
60 Percent Design	January 2014
90 Percent Design	March 2014
Bid and Award	April 2014

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittals.
2. This scope of work assumes that the City will provide G&O with relevant capacity requirements and record drawings of existing water system infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. The City has noted that they have already been in contact with the Department of Archaeology and Historic Preservation and no further effort is required by G&O with regard to cultural resource or archaeological assessments. This contract therefore does not include any services for cultural resources or archaeological assessment.
4. This scope of work assumes that the City will advertise and circulate the SEPA checklist document, pay any costs of publication, and make timely threshold determinations.
5. This scope of work assumes that the City will agree to appear as "Applicant" on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
6. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.
7. This scope of work assumes that the City will provide all coordination with the Navy as may be required during project design. In addition, this scope of work assumes that the City will coordinate, develop and submit for any easements required from the Navy as needed to facilitate project construction. G&O will provide easement descriptions.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Oak Harbor - Water System Improvements - Schedule A: Cross City Water Transmission Line and Development of East 384 Zone

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	Environmental Tech./Specialist Hours	AutoCAD/GIS Mgr. Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	8	80	24							
2 Kickoff Meeting		8	8			8				
3 Surveying		4	4	4	8		4	24	40	120
4 Utility Data Acquisition		4	4	8	16		4	16		
5 Geotechnical Investigation and Report		4	8	4	4					
6 Prepare Hydraulic Analysis Memorandum	4	8	16	24	40			16		
7 Environmental Process	2	4	16	4	4	60		24		
8 Permitting	2	8	16	24	40	24	4	16		
9 Cost Partition Analysis	4	8	8	16	24			8		
10 Thirty Percent Design	4	40	80	180	220	8	80	180		
11 Sixty Percent Design	8	80	120	240	280	8	80	280		
12 Ninety Percent Design	8	80	120	240	280	8	80	280		
13 Final Design	4	40	80	160	180	4	40	180		
14 Quality Assurance/Quality Control	48	16	24	24	24	16				
15 Bid Support		2	4	8	16		4	4		
16 Record Drawings		2	4	4	4		8	16		
Hour Estimate:	92	388	536	940	1140	136	304	1044	40	120
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$39.45	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$4,554	\$16,568	\$19,296	\$34,639	\$31,806	\$5,365	\$9,470	\$25,317	\$1,444	\$9,390

Subtotal Direct Labor:	\$ 157,849
Indirect Costs (180% on Direct Labor):	\$ 284,128
Fixed Fee (42% on Direct Labor):	\$ 66,296
Subtotal Labor & Fees:	\$ 508,273
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 525
Printing	\$ 707
Subconsultant:	
APS	\$ 6,400
Pan GEO	\$ 12,500
The Watershed Company	\$ 11,550
Subconsultant Overhead (10%)	\$ 3,045
TOTAL ESTIMATED COST:	\$ 543,000

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Oak Harbor - Water System Improvements - Schedule B: Southern Extension of 384 Zone

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	AutoCAD/GIS Mgr./Graphic Artist Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	2	16	8						
2 Kickoff Meeting		4	4						
3 Surveying		2	4	4	4	4		16	40
4 Utility Data Acquisition		4	4	4	8	8			
5 Geotechnical Investigation and Report		4	4	4	4				
6 Permitting		4	8	8	8				
7 Thirty Percent Design	4	8	24	32	40	24	40		
8 Sixty Percent Design	4	16	32	40	80	40	80		
9 Ninety Percent Design	4	16	32	40	80	40	80		
10 Final Design	4	8	16	24	24	24	40		
11 Quality Assurance/Quality Control	16	12	12	12	12				
12 Bid Support		4	4	4	4				
13 Record Drawings		4	4	4	4	12			
Hour Estimate:	34	102	156	176	268	152	240	16	40
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$35 to \$56	\$33 to \$41	\$24 to \$33	\$29 to \$36	\$14 to \$27	\$34 to \$38	\$68 to \$85
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$1,683	\$4,355	\$5,616	\$6,486	\$7,477	\$4,735	\$5,820	\$578	\$3,130

Subtotal Direct Labor:	\$ 39,880
Indirect Costs (180% on Direct Labor):	\$ 71,784
Fixed Fee (42% on Direct Labor):	\$ 16,750
Subtotal Labor & Fees:	\$ 128,414
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 200
Printing	\$ 376
Subconsultant:	
APS	\$ 3,200
Pan GEO	\$ 2,900
Subconsultant Overhead (10%)	\$ 610
TOTAL ESTIMATED COST:	\$ 135,700

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Oak Harbor - Water System Improvements - Schedule C: Northend Water Main

Tasks	Principal Hours	Project Manager Hours	Eng. V and VI Hours	Eng. IV Hours	Eng. I and II Hours	Environmental Tech./Specialist Hours	AutoCAD/GIS Mgr. Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours
1 Project Management and Oversight	2	16	8							
2 Kickoff Meeting		4	4		4	4				
3 Surveying		2	4	4	4		4	12	16	40
4 Utility Data Acquisition		4	4	4	8		2	8		
5 Geotechnical Investigation and Report		4	4	4	4					
6 Environmental Process	2	2	8	2	2	30		12		
7 Permitting	2	4	8	16	16	12	2	8		
8 Thirty Percent Design	4	8	16	24	32	4	16	24		
9 Sixty Percent Design	4	16	24	40	40	4	24	60		
10 Ninety Percent Design	4	16	24	40	40	4	24	60		
11 Final Design	4	8	12	16	24	2	16	24		
12 Quality Assurance/Quality Control	16	8	8	8	8	8				
13 Bid Support		4	4	4	4					
14 Record Drawings		4	4	4	4		12			
Hour Estimate:	38	100	132	166	186	68	100	208	16	40
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$35 to \$56	\$33 to \$41	\$24 to \$33	\$25 to \$40	\$29 to \$36	\$14 to \$27	\$34 to \$38	\$68 to \$85
Estimated Hourly Rates:	\$49.50	\$42.70	\$36.00	\$36.85	\$27.90	\$39.45	\$31.15	\$24.25	\$36.10	\$78.25
Direct Labor Cost:	\$1,881	\$4,270	\$4,752	\$6,117	\$5,189	\$2,683	\$3,115	\$5,044	\$578	\$3,130

Subtotal Direct Labor: \$ 36,759
 Indirect Costs (180% on Direct Labor): \$ 66,166
 Fixed Fee (42% on Direct Labor): \$ 15,439
 Subtotal Labor & Fees: \$ 118,364

Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 200
 Printing \$ 326
 Subconsultant:
 APS \$ 3,200
 Pan GEO \$ 2,900
 The Watershed Company \$ 9,000
 Subconsultant Overhead (10%) \$ 1,510

TOTAL ESTIMATED COST: \$ 135,500

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Oak Harbor - Water System Improvements Schedule D: 384 Booster Station

Tasks	Principal Hours	Project Manager Hours	Eng. III Hours	Structural Eng. Hours	Mechanical Eng. Hours	Electrical Eng. Hours	AutoCAD/GIS Tech./Eng. Intern Hours
Task 1 - Project Management		12					
Task 2 - Kickoff Meeting		6	6			6	
Task 3 - Prepare Pre-design Report		32	80	8	8	16	32
Task 4 - Prepare Plans and Specifications							
30% Plan Submittal		8	44	8	8	32	64
60% Plan Submittal		8	60	8	4	40	64
90% Plan Submittal		24	60	32	16	40	100
Final Construction Documents		8	32	16	12	48	40
Task 5 - Provide Permitting Assistance		16	8	8	4		
Task 6 - Provide Bidding and Award Assistance		6	6	2	2	2	
Task 7 - QA/QC	12	12	12	8	4	12	
Task 8 - In-Office Support Services		6	32	8	20	12	8
Task 9 - Submittal Review		6	40	12	24	24	
Task 10 - Startup Assistance		16	16			16	
Task 11 - Record Drawings			6	2	2	4	24
Hour Estimate:	12	160	402	112	104	252	332
Direct Labor Cost Billing Rate Range:	\$35 to \$59	\$35 to \$59	\$29 to \$35	\$31 to \$40	\$31 to \$40	\$32 to \$43	\$14 to \$27
Estimated Hourly Rates:	\$49.50	\$42.70	\$32.00	\$35.50	\$35.80	\$41.00	\$24.25
Direct Labor Cost:	\$594	\$6,832	\$12,864	\$3,976	\$3,723	\$10,332	\$8,051

Subtotal Direct Labor: \$ 46,372
 Indirect Costs (180% on Direct Labor): \$ 83,470
 Fixed Fee (42% on Direct Labor): \$ 19,476
 Subtotal Labor & Fees: \$ 149,318
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ \$0.56/mile) \$ 582

TOTAL ESTIMATED COST: \$ 149,900

* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

EXHIBIT C
PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. If a federal highway project, the CONSULTANT shall conform with all applicable portions of 48 CFR 31.

1. Hourly Rates

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibits "D-1" and "D-2" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead and fees.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

2. Direct Non-salary Costs

Direct non-salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed as the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for non-salary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund**

The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may be replenished in a subsequent supplement agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section 11, "Extra Work".

4. **Maximum Amount Payable**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Management Reserve Fund, but does not include payment for extra work as stipulated in Section 11, "Extra Work" of the General Requirements. No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in (1) and (2) above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits "D-1" and "D-2", including names and classifications of all employees, and invoices for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for the CONSULTANT's employees, the CITY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. **Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the CITY, State, and the United States, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three (3) year period, the records shall be retained until all litigation, claims, or audit filings involving the records have been resolved. The three (3) year retention period begins when the CONSULTANT receives final payment.

7. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT.

Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT of any claims relating to the validity of a finding by the CITY of overpayment.

EXHIBIT D-1
CONSULTANT FEE DETERMINATION - SUMMARY SHEET

Project: Water System Improvements: Schedules A, B, C, and D

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
<u>Principal</u>	<u>176</u>		<u>\$49.50</u>		<u>\$ 8,712.00</u>
<u>Project Manager</u>	<u>750</u>		<u>\$42.70</u>		<u>\$ 32,025.00</u>
<u>Eng. V & VI</u>	<u>824</u>		<u>\$36.00</u>		<u>\$ 29,664.00</u>
<u>Eng. IV</u>	<u>1,282</u>		<u>\$36.85</u>		<u>\$ 47,241.70</u>
<u>Eng. I & II</u>	<u>1,594</u>		<u>\$27.90</u>		<u>\$ 44,472.60</u>
<u>Env. Tech.</u>	<u>204</u>		<u>\$39.45</u>		<u>\$ 8,047.80</u>
<u>ACAD Manager</u>	<u>556</u>		<u>\$31.15</u>		<u>\$ 17,319.40</u>
<u>ACAD Tech.</u>	<u>1,824</u>		<u>\$24.25</u>		<u>\$ 44,232.00</u>
<u>PLS</u>	<u>72</u>		<u>\$36.10</u>		<u>\$ 2,559.20</u>
<u>Survey Crew</u>	<u>200</u>		<u>\$78.25</u>		<u>\$ 15,650.00</u>
<u>Eng. III</u>	<u>402</u>		<u>\$32.00</u>		<u>\$ 12,864.00</u>
<u>Structural Eng.</u>	<u>112</u>		<u>\$35.50</u>		<u>\$ 3,976.00</u>
<u>Mechanical Eng.</u>	<u>104</u>		<u>\$35.80</u>		<u>\$ 3,723.20</u>
<u>Electrical Eng.</u>	<u>252</u>		<u>\$41.00</u>		<u>\$ 10,332.00</u>
Total DSC =					<u>\$ 280,858.90</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 1.8% x \$280,858.90 \$ 505,546.02

Fixed Fee (FF):

FF Rate x DSC of 42% x \$280,858.90 \$ 117,960.74

Reimbursables:

Itemized \$ 2,916.00

Subconsultant Costs (See Exhibit "G"):

\$ 56,815.00

Grand Total

\$ 964,096.66

Prepared by Steve Clarke

Date May 15, 2013

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

Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @180%	Profit @42%	Rate Per Hour
<u>Principal</u>	<u>\$49.50</u>	<u>\$89.10</u>	<u>\$20.79</u>	<u>\$159.39</u>
<u>Project Manager</u>	<u>\$42.70</u>	<u>\$76.86</u>	<u>\$17.93</u>	<u>\$137.49</u>
<u>Eng. V & VI</u>	<u>\$36.00</u>	<u>\$64.80</u>	<u>\$15.12</u>	<u>\$115.92</u>
<u>Eng. IV</u>	<u>\$36.85</u>	<u>\$66.33</u>	<u>\$15.48</u>	<u>\$118.66</u>
<u>Eng. I & II</u>	<u>\$27.90</u>	<u>\$50.22</u>	<u>\$11.72</u>	<u>\$ 89.84</u>
<u>Env. Tech.</u>	<u>\$39.45</u>	<u>\$71.01</u>	<u>\$16.57</u>	<u>\$127.03</u>
<u>ACAD Manager</u>	<u>\$31.15</u>	<u>\$56.07</u>	<u>\$13.08</u>	<u>\$100.30</u>
<u>ACAD Tech.</u>	<u>\$24.25</u>	<u>\$43.65</u>	<u>\$10.14</u>	<u>\$ 78.09</u>
<u>PLS</u>	<u>\$36.10</u>	<u>\$64.98</u>	<u>\$15.16</u>	<u>\$116.24</u>
<u>Survey Crew</u>	<u>\$78.25</u>	<u>\$140.85</u>	<u>\$32.87</u>	<u>\$251.97</u>
<u>Eng. III</u>	<u>\$32.00</u>	<u>\$57.60</u>	<u>\$13.44</u>	<u>\$103.04</u>
<u>Structural Eng.</u>	<u>\$35.50</u>	<u>\$63.90</u>	<u>\$14.91</u>	<u>\$114.31</u>
<u>Mechanical Eng.</u>	<u>\$35.80</u>	<u>\$64.44</u>	<u>\$15.04</u>	<u>\$115.28</u>
<u>Electrical Eng.</u>	<u>\$41.00</u>	<u>\$73.80</u>	<u>\$17.72</u>	<u>\$132.02</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

EXHIBIT F
PAYMENT UPON TERMINATION OF AGREEMENT BY CITY
OTHER THAN FOR FAULT OF THE CONSULTANT
(Refer to General Requirements, Section 3)

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct non-salary costs incurred at the time of termination of this AGREEMENT.

**EXHIBIT G-1
SUBCONSULTANT FEE DETERMINATION -- SUMMARY SHEET**

THE WATERSHED COMPANY

Project: Water System Improvements: Schedules A, B, C, and D

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
<u>Field Biologist</u>	<u>90</u>		<u>\$26.00</u>		<u>\$ 2,340.00</u>
<u>Landscape Designer</u>	<u>8</u>		<u>\$24.00</u>		<u>\$ 192.00</u>
<u>Ecologist</u>	<u>32</u>		<u>\$29.00</u>		<u>\$ 928.00</u>
<u>Project Administrator</u>	<u>4</u>		<u>\$29.00</u>		<u>\$ 116.00</u>
<u>Landscape Architect</u>	<u>60</u>		<u>\$29.00</u>		<u>\$ 1,740.00</u>
<u>Sr. Landscape Architect</u>	<u>8</u>		<u>\$39.00</u>		<u>\$ 312.00</u>
<u>Sr. Ecologist</u>	<u>30</u>		<u>\$41.00</u>		<u>\$ 1,230.00</u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
<u> </u>	<u> </u>		<u> </u>		<u>\$ </u>
			Total DSC =		<u>\$ 6,858.00</u>

Overhead (OH Cost -- including Salary Additives):
 OH Rate x DSC of 166.56% x \$6,858.00 \$ 11,422.68

Fixed Fee (FF):
 FF Rate x DSC of 30% x \$6,858.00 \$ 2,057.40

Reimbursables:
 Itemized \$ 211.92

Grand Total \$ 20,550.00

Prepared by Hugh Mortensen

Date May 15, 2013

**EXHIBIT G-2
BREAKDOWN OF SUBCONSULTANT'S OVERHEAD COST**

(Sample only -- Actual line item and cost categories and percentages for your firm should be submitted.)

Fringe Benefits

FICA
Unemployment
Medical Aid and Industrial Insurance
Company Insurance and Medical
Vacation, Holiday, and Sick Leave
Commission, Bonuses/Pension Plan.....

Total Fringe Benefits

General Overhead

State B&O Taxes
Insurance.....
Administration and Time Not Assigned
Printing, Stationary, and Supplies
Professional Services
Travel Not Assignable
Telephone and Telegraph Not Assignable.....
Fees, Dues, Professional Meetings
Utilities and Maintenance
Professional Development
Rent.....
Equipment Support
Office Miscellaneous, Postage

Total Generated Overhead

TOTAL

See Attached WSDOT Audited Overhead