

The illustration features a man in a tall, patterned top hat and a dark suit with a white shirt and bow tie on the left side. On the right side, there is a log cabin with a brown roof and a chimney emitting a wisp of smoke. The background shows a green field, a blue river or stream, and distant mountains under a light blue sky. The entire scene is framed by a dark brown, wavy border.

City of Oak Harbor

City Council Meeting
Agenda for

February 1, 2011

6:00 p.m.

**Oak Harbor City Council
REGULAR MEETING
6:00 p.m.
Tuesday, February 1, 2011**

Welcome to the Oak Harbor City Council Meeting

As a courtesy to Council and the audience, **PLEASE TURN YOUR CELL PHONES OFF** before the meeting begins. During the meeting's Public Comments section, Council will listen to your input regarding subjects of concern or interest that are not on the agenda. For scheduled public hearings, please sign your name to the sign up sheet, located in the Council Chambers if you wish to speak. The Council will take all information under advisement, but generally will not take any action during the meeting. To ensure your comments are recorded properly, state your name and address clearly into the microphone. Please limit your comments to three minutes in order that other citizens have sufficient time to speak. **Thank you for participating in your City Government!**

CALL TO ORDER

INVOCATION

Bishop Mark Soptich
Church of Jesus Christ of Latter Day Saints

ROLL CALL

MINUTES

1/13/11 Workshop, 1/18/11 Regular Meeting

NON-ACTION COUNCIL ITEMS:

1. Proclamation – National African American History Month.
2. Proclamation – Human Trafficking Awareness Day.
3. Public Comments.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS:

4. Consent Agenda:

Page 75

- a. Excused Absences – Mayor and Councilmembers from 2/15/11 regular meeting and meeting date change to 2/14/2011.

Page 77

- b. Excused Absence – Beth Munns from the 2/14/11 meeting.
- c. Approval of Accounts Payable Vouchers (Pay Bills).

Page 78

5. Construction Management Agreement – KBA, Inc., for Pioneer Way Reconstruction Project.

Page 132

6. Contract Award – Strider, Inc., Pioneer Way Reconstruction Project.

Page 191

7. Contribution to Whidbey – Camamo Island Tourism Board - return contribution rate from \$20,000 annually to 2% (motion by Councilmember Campbell on 1/4/11 for discussion on 2/1/11).
8. City Administrator's Comments.
9. Council Members' Comments.
 - Standing Committee Reports
10. Mayor's Comments.

ADJOURN

*"Well done is better than well said."
~ Benjamin Franklin*

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

**City Council Special Meeting
Workshop - Waste Water Treatment Plant Facilities Plan
Tuesday, January 13, 2011, 6:00 p.m.
City Hall – Council Chambers**

CALL TO ORDER

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

ROLL CALL

Mayor Jim Slowik

Seven Members of the Council,

Rick Alberg

Jim Campbell

Scott Dudley

Beth Munns

Jim Palmer

Bob Severns

Paul Schmidt, City Administrator

Steve Powers, Development Services Director

Cathy Rosen, Public Works Director

Eric Johnston, City Engineer

Renée Recker, Executive Assistant to the Mayor

Danny Paggao, Mayor Pro Tem, was absent from this meeting.

City Engineer Eric Johnston introduced Brian Matson, Carollo Engineers, who led this workshop and PowerPoint presentation (attached as Exhibit A). Mr. Matson also distributed the Proposed Preliminary Alternatives sheet (attached as Exhibit B), and Mr. Johnston had distributed Appendix 2 – Stakeholder Interview Recap at the beginning of this meeting (attached as Exhibit C). It was noted that the Stakeholder Interview Recap information was garnered from eight interviewees who were randomly selected from the City's utility customers.

The PowerPoint covered:

- Project Goal/Schedule (2017 is the target date for completion)
- Summary of Input to Date
- Basis of Planning Highlights
- Preliminary Alternative Development Status
- Summary/Next Steps

As the project schedule proceeds, key decision points for City Council will be to:

- Confirm the short-listed alternatives (up to 4)
- Confirm the proposed alternative (1)
- Approve the Facilities Plan

Mr. Matson talked at length about the differences between the Membrane Bioreactor treatment process (MBR) and the Activated Sludge treatment process, the costs for each, and the benefits and differences. MBR represents the highest quality and requires the smallest site but is more expensive. AS has a lesser quality of effluent and larger size but is more energy-efficient.

Potential sites exist on the Seaplane Base and Mr. Matson talked about the summary of feedback from the Navy and the three options for siting a facility on Navy property:

- Long-term lease (preferred by the Navy)
- Acquisition through surplus (an extensive 3 to 4 year process and other federal, non-governmental entities may pursue the property)
- Congressional action

Mr. Matson also reviewed the Stakeholder Workshop feedback with invitations to a dozen agencies. Those who attended included the Navy (NASWI), Department of Ecology, Department of Health, and staff representing Senator Haugen. The total population is based on the 2009 City Comprehensive Plan and assumes a straight line growth rate from 2020 through 2060 for facilities plan population projections.

The PowerPoint included potential treatment plant sites as proposed by public attendance at the December 6, 2010 public forum, land use considerations, environmental considerations, an initial alternatives matrix, and proposed sites which blend public input and technical requirements.

Council Discussion

Discussion followed regarding shellfish harvesting and siting near shellfish areas (with consideration to urban development, marinas, and WWTP outfalls; Oak Harbor may not remain a viable shellfish harvesting area), pursuing outfalls in Oak Harbor since outfalls in Crescent Harbor might be less viable, and the viability of an upland discharge. The Department of Health and Department of Natural Resources are moving toward more aggressive consideration. Locating in an area that is not likely to be commercially viable with right-of-way extending out and an outfall location in that alignment would help eliminate the effect of a future mitigation fee. Discussion continued about the lack of consideration of an upland holding pond to recharge the aquifer yet with sites that offer an ancillary benefit, this could be feasible and would be indicated as a benefit for that site. Sites will trigger the need for a new outfall or diffuser.

Discussion returned to land acquisition or land leasing from the Navy, the surplus list, and if other interested parties can be identified (yes). The Navy seems to prefer the long-term lease option with a 50 year lease target. However, the Navy could ask the City to leave in a short period of time, if necessary, and would insist on that provision. The Navy would look for an exchange in value, an in-kind contribution. The prohibited areas as defined by the Department of Health were discussed in relation to Crescent Harbor. Running the depth of Crescent Harbor would be long and costly and would potentially impact the Sound. If tidelands were privately owned, the three conditions (urban development, marinas, and WWTP outfalls) still have to be considered along with shellfish harvesting. Discussion followed about the timeline impact and risk if a Navy site is considered, and that Congressional action would require a shorter time period (2 to 3 years rather than 4 to 5 years). If a Navy site is preferred, does the City move ahead with design or wait for property ownership to be resolved; do you design a house on property you don't own. It was noted that the Navy is a willing partner but there are no guarantees. The Navy can give the City a short-term notice to vacate. The City also, through present lease arrangement, has an obligation to treat Navy housing water; an obligation to continue treating at the lagoon and the existing RBC plant.

Discussion followed about future treatment levels through improved systems requiring higher levels than 95 percent and if they would have a lesser impact on shellfish. City Engineer Johnston noted that the industry is moving toward this, but we need to be more focused on nitrogen removal rather than this percentage. The MBR process will net a higher quality of effluent, though. Mr. Matson added that the next horizon is nitrogen, then EDCs, and additional process beyond MBR. Right now though, MBR is the best way to meet EDCs in the near term with current requirements. MBR industry literature suggests that this effluent would most likely be considered as not impacting shellfish. The City would want to know the total costs, location, transportation of effluent, and mitigation. With a mitigation penalty, that could show as a risk threshold and dollar amount. Oak Harbor has multiple areas available for siting and a mitigation payment in a prohibited area may not be a viable choice. Mr. Johnston noted that, if the outfall is in Oak Harbor Bay and the Crescent Harbor outfall is removed, this becomes a significant advantage and could provide an advantageous argument to the State. There are opportunities for benefits beyond mitigation and costs.

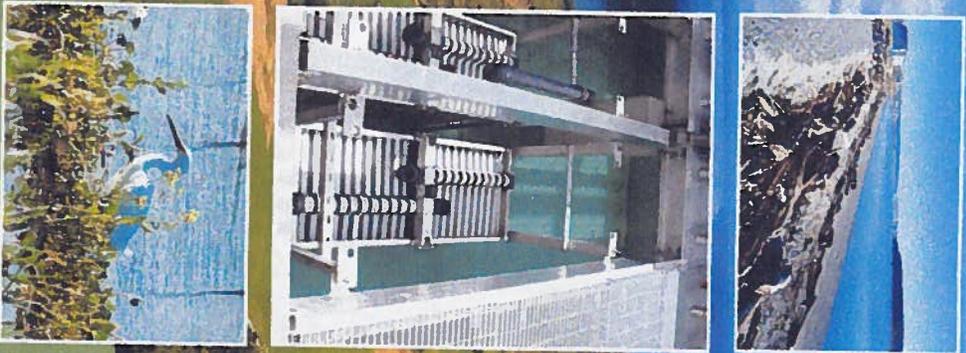
Discussion followed about Site H which was removed from the table, but could be used for biosolids, if there was a basis for the public yellow dot choices (a brainstorming activity by the community), if Site A represents the existing plant (yes), and the unpopularity of siting in the park or by the ballparks. Site F represents the old City shops. Discussion continued regarding a guideline for moving to a new location, settling on alternatives and then considering trade-offs, and that Site F also encompasses property which is privately-owned and would have to be acquired. Discussion followed about a wetland potentially being part of the needed additional acreage and that less acreage would be needed for MBR. Site H is by Sleeper Road and Site D is by Crescent Harbor. Site D is most likely appropriate for a satellite facility. Council asked that an updated map showing current street names be used for future presentations. Discussion returned with concern about the Navy sites, the time to require a Navy site, and land ownership instead of leased land. Air scrubbers were discussed as a benefit and would be included as an assumption with both MBR and AS. Discussion followed about the importance of a plant's appearance and location, back-up generators, and foresight toward funding. MBR costs 10 percent more than AS upfront, is smaller but has higher operating costs, yet adds significant advantages. There would be no payback with solar since the northwest is cloudy, but there are other ways to evaluate energy efficiency consistent with LEED principals. With a concern toward pollutants in the next wave of technology and in spite of costs, MBR is considered the best technology. There is not much of a market here for selling gray water, but both MBR and AS net Class A reclaimed water with the least restrictions. Public perception is a significant element. Many communities have found MBR and the high quality of water an added value. Discussion continued about the small number of utility customers interviewed (8) and if that is enough to see a cross-section of the community. Both Mr. Matson and Mr. Johnston responded that it is a data point as was the open house. A community-wide survey may net the same response in larger numbers; a repetitive theme. 10 to 25 interviewees would be as effective as 200 interviewees. The City's website has a link to the facility planning website:
<http://www.oakharborcleanwater.org/>

Mr. Johnston clarified that the city limit boundary map is correct and that staff's input has been heard along with the public and technical staff process. Council asked if all appropriate sites have been considered. Council can add sites but at some point the large list of potential sites needs to be reduced to four proposed sites.

With no other discussion coming forward, Mayor Slowik adjourned the meeting at 7:45 p.m.

Connie T. Wheeler
City Clerk

Exhibit A



Oak Harbor Facilities Plan

City Council Workshop

January 13, 2011

 **carollo**
Engineers... Working Wonders With Water®

BHC
CONSULTANTS

Agenda

- Project Goal/Schedule
- Summary of Input to Date
- Basis of Planning Highlights
- Preliminary Alternative Development Status
- Summary/Next Steps

Existing RBC Facility



Blaine, WA MBR Facility



Project Goal and Objectives

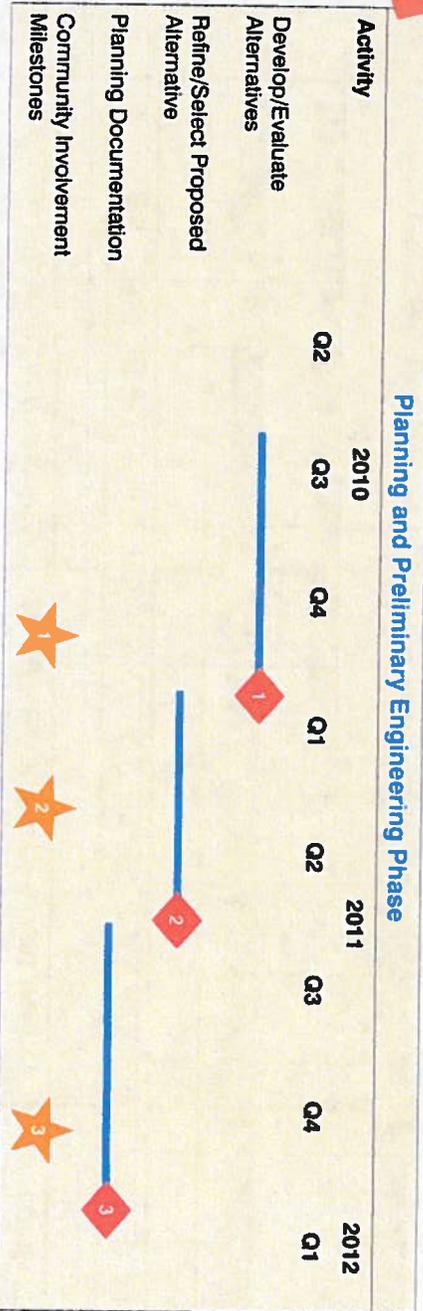
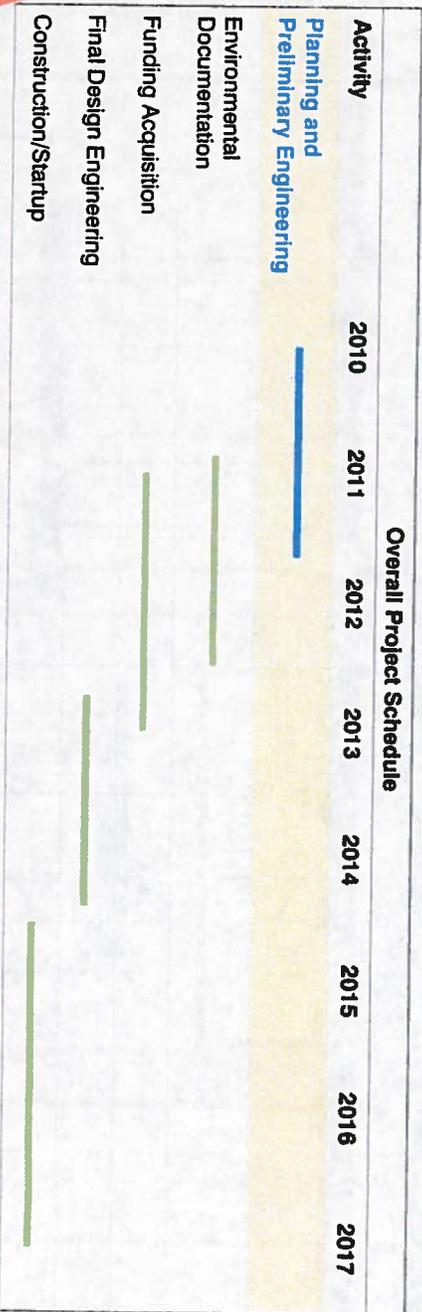
Recognizing that Oak Harbor is connected to the pristine waters of Puget Sound, specifically Oak Harbor and Crescent Harbor Bay, the City's goal is to obtain the highest level of water quality practical while recognizing the limitations of the rate payers of the City to fund the improvements.

- Meet treatment goals identified in the Puget Sound Action Plan developed by the Puget Sound Partnership
- Use a sustainable process to select a sustainable treatment alternative
- Implement the alternative according to the City's schedule (Startup/Commissioning in 2017)

Project Schedule Update



Overall Project Schedule



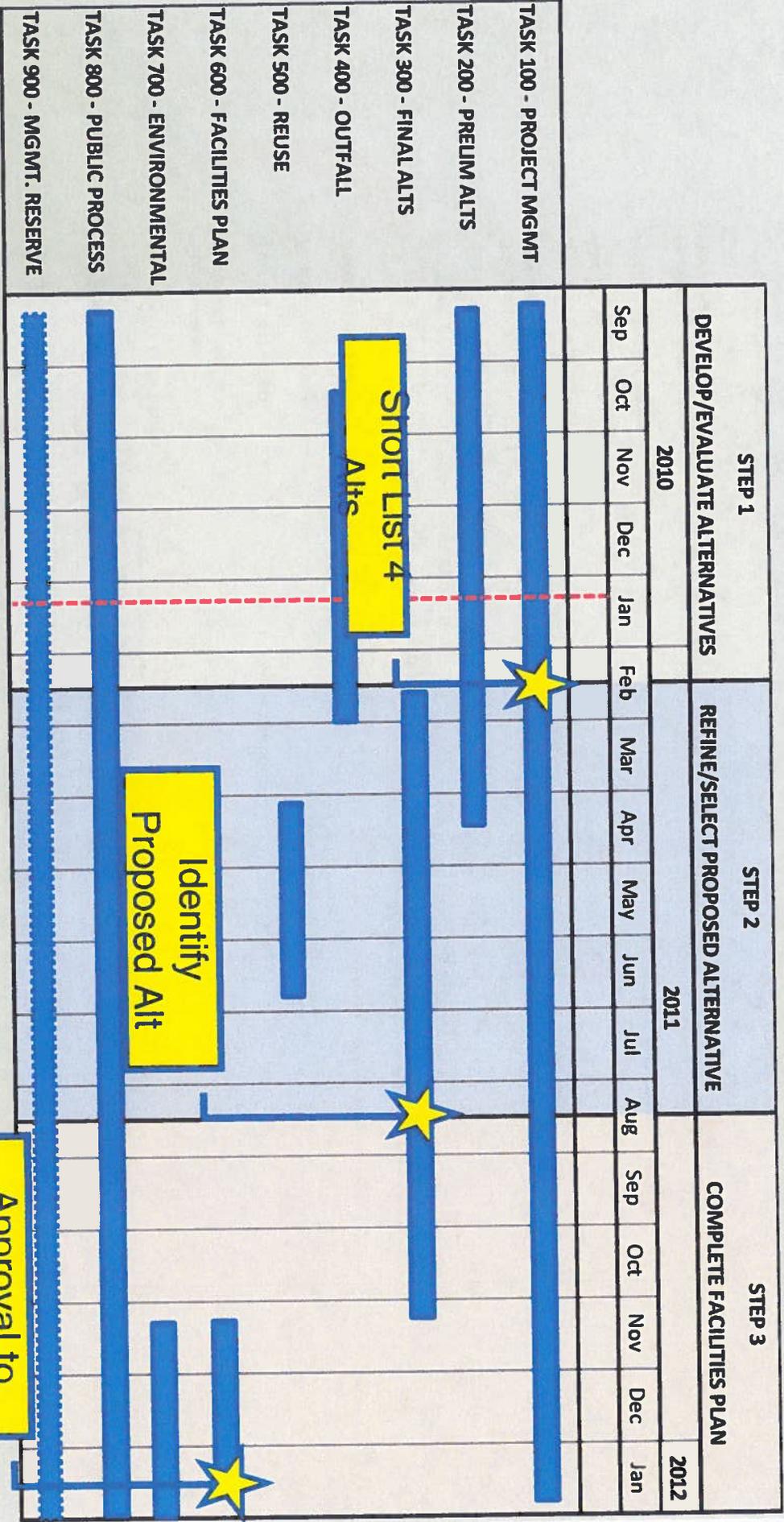
Key Decision Points (City Council)

- 1 Confirm short-listed alternatives (up to 4)
- 2 Confirm proposed alternative (1)
- 3 Approve Facilities Plan

Community Involvement Milestones

- Public Forum No. 1
 - Learn about project objectives, cost and schedule
 - Provide input to help shape evaluation of preliminary alternatives
- Public Forum No. 2
 - Hear more about alternatives identified for further consideration
 - Provide input to help shape evaluation of final alternatives
- Public Forum No. 3
 - Provide input on proposed alternative layouts and renderings
 - Get additional information on the next steps for the project

Planning and Preliminary Engineering Milestones



Summary of Input to Date



Summary of U.S. Navy Feedback Kickoff Meeting, S1 Workshop

- Candidate sites exist on Seaplane Base
 - Areas South of Train Wreck, North of Lagoon, and near Capehart Housing were proposed
 - “Train Wreck” site not favored by NAS Whidbey staff
- Stepwise process starts with local offices and continues through US Sec. of Navy
- Cultural resources are a potential issue, particularly near the shoreline
- Close coordination with local/regional planning and real estate staff is required

Summary of U.S. Navy Feedback Kickoff Meeting, S1 Workshop (cont.)

- Options to site a facility on U.S. Navy property
 - Long-term Lease (*preferred by Navy*)
 - Requires approval from Sec. of Navy
 - 2 to 3 year process
 - Terms similar to current lagoon site agreement
 - Acquisition through surplus
 - Extensive process includes NEPA process by Navy
 - 3 to 4 year process
 - Other federal, non-governmental entities may pursue property
- Congressional Action

Summary of Stakeholder Feedback S2 Workshop

- Invitations went out to over a dozen agencies / individuals
- Stakeholder Workshop attendance:
 - U.S. Navy (NAS Whidbey)
 - Department of Ecology
 - NPDES/planning; reclaimed water; biosolids
 - Department of Health
 - Outfall/shellfish harvesting; reclaimed water
 - WA Senator Haugen's staff

Summary of Stakeholder Feedback S2 Workshop (cont)

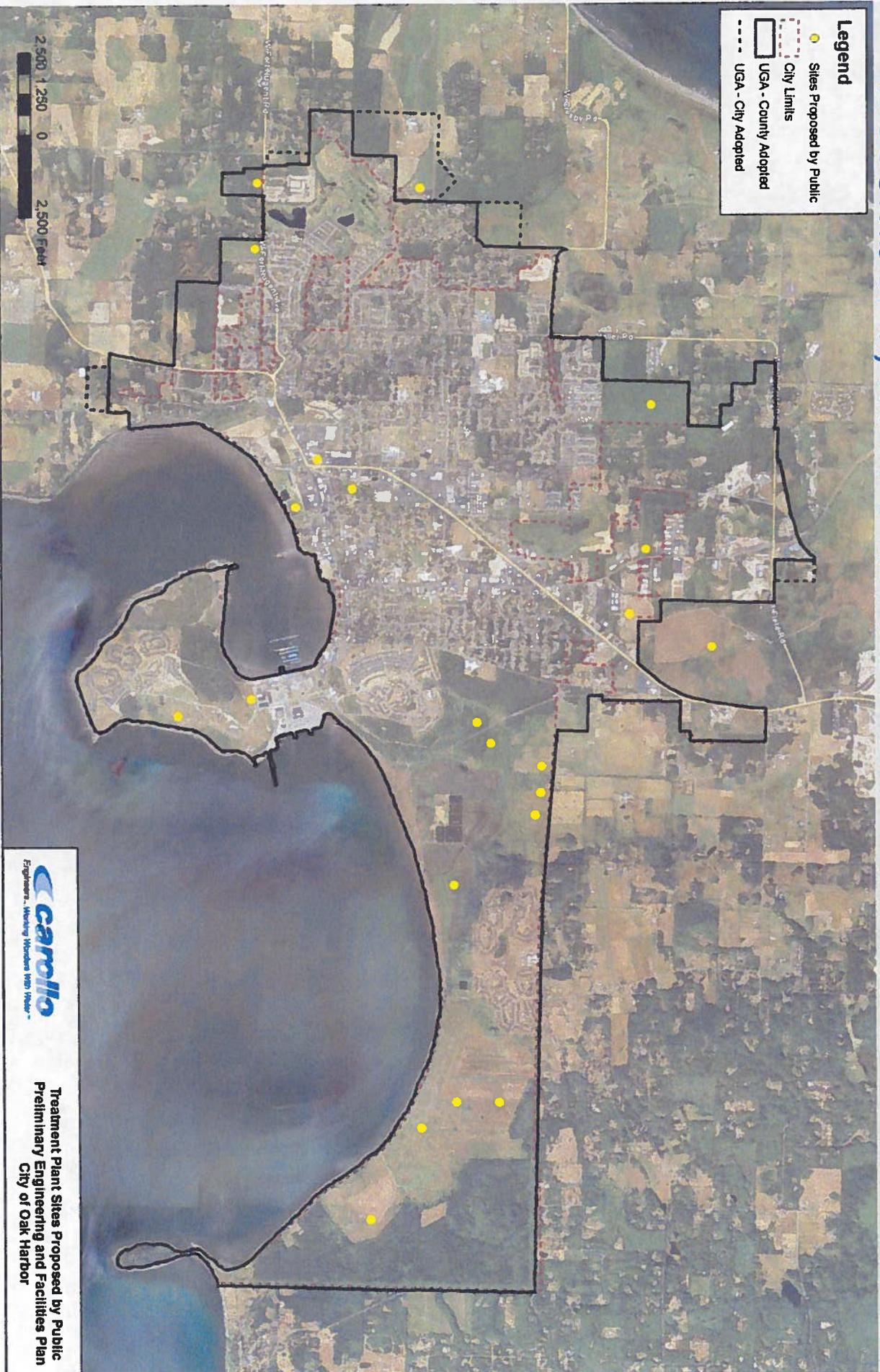
- Dept. of Ecology Feedback
 - New reclaimed water standards due mid-2011
 - Be aware of water rights issues
 - Favor regional biosolids solution
 - Existing lagoon not viable long-term option
- Dept. of Health Feedback
 - Potential impact on shellfish will be evaluated
 - Penn Cove is particular concern
- Sen. Haugen Feedback
 - Public education/awareness key to planning effort

99

Summary of Public Feedback Interviews, Website, 12/6/10 Public Forum

- Interviews
 - 8 interviews conducted over past 2 months
- Project Website Feedback
 - Comments welcomed online
- Public Forum
 - Summary document completed following meeting
- Feedback has been consistent:
 - Existing service is good
 - Need to control costs and implement long-term fix
 - Avoid open space/public impact
 - Evaluation process/criteria are appropriate

Potential Treatment Plant Sites Proposed by Public December 6, 2010 Public Forum



Basis of Planning Highlights

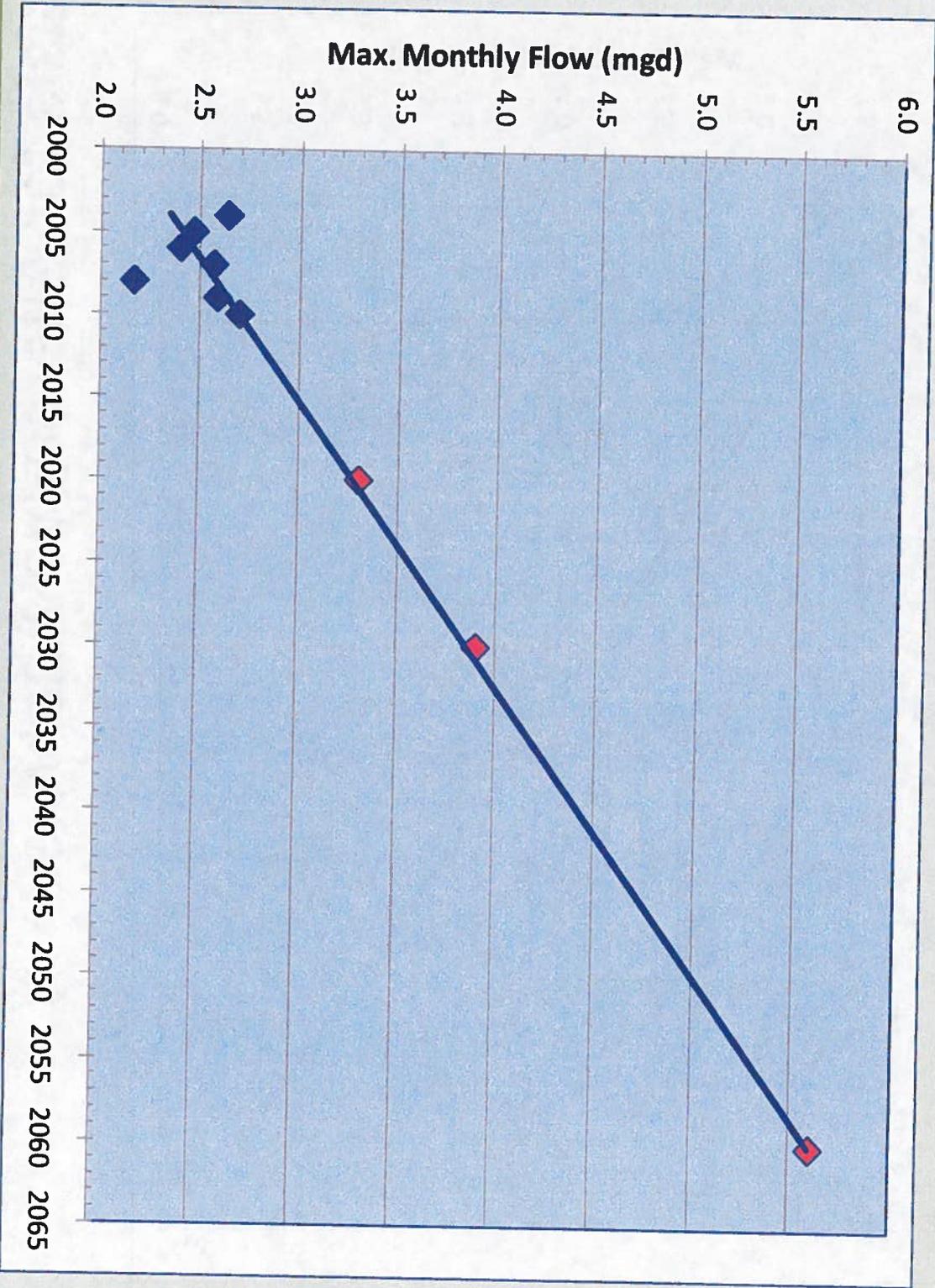


Total Population Projection

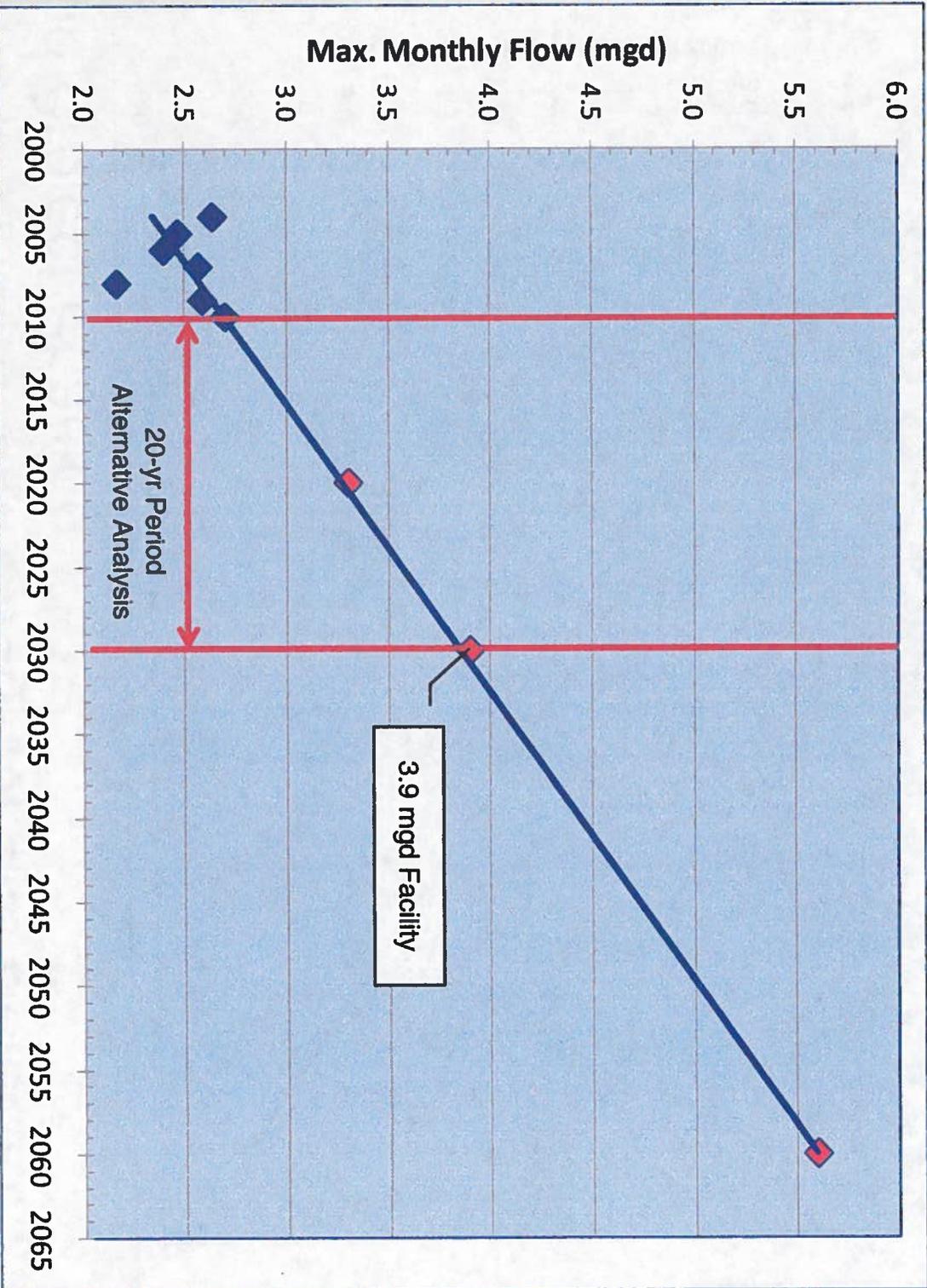
	City Comprehensive Plan, 2009	Comprehensive Sewer Plan, 2008	Facility Plan, 2010
2000	19,795	19,800	19,795
2005		22,200	22,022
2010	24,249		24,249
2011		24,200	24,795
2020	29,704		29,704
2025		28,700	32,432
2030			35,159

Assumed a straight line growth rate from 2020 through 2060 for facilities plan population projections

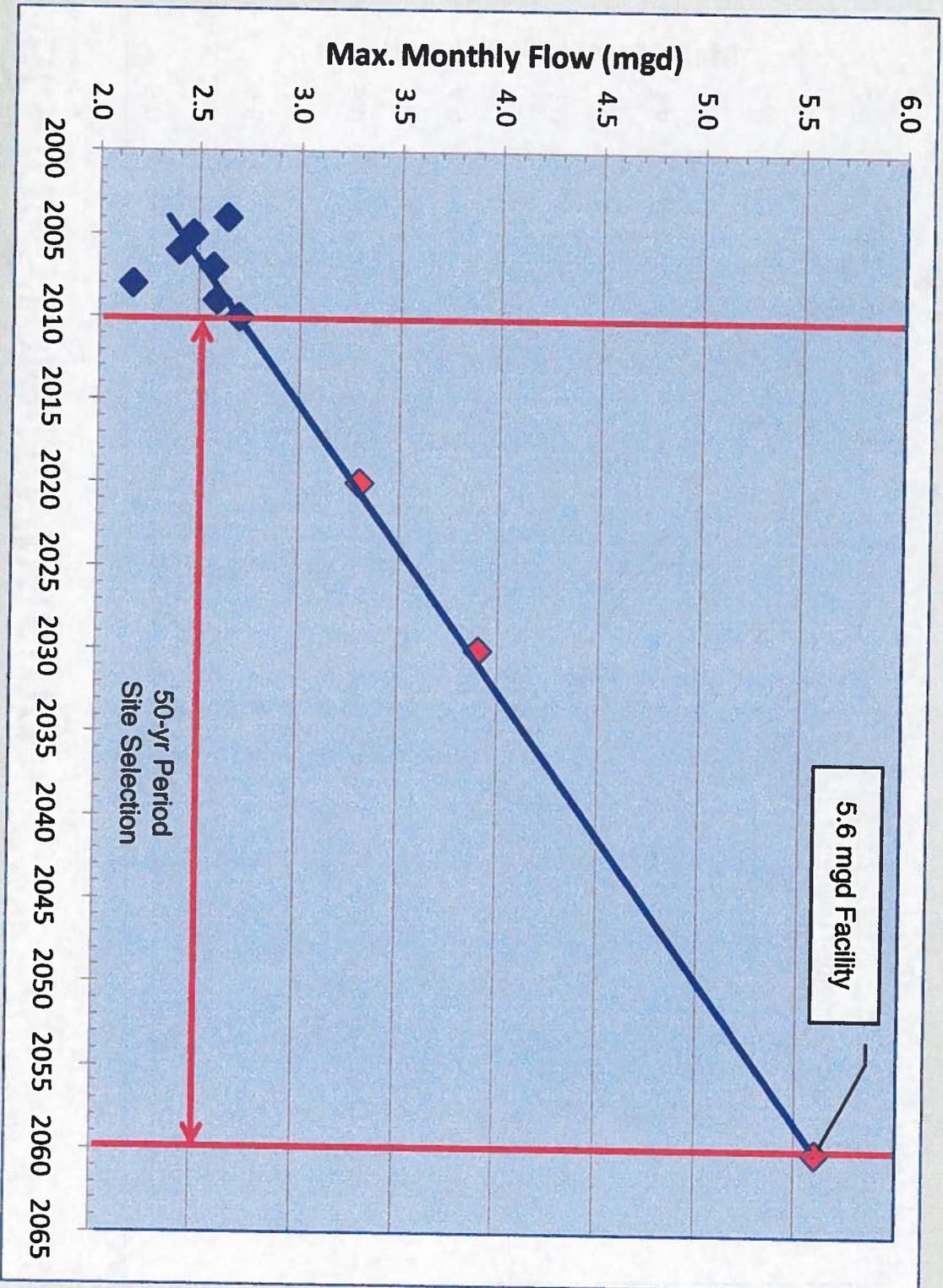
Basis for Alternative Analysis, Site Selection, and Project Phasing



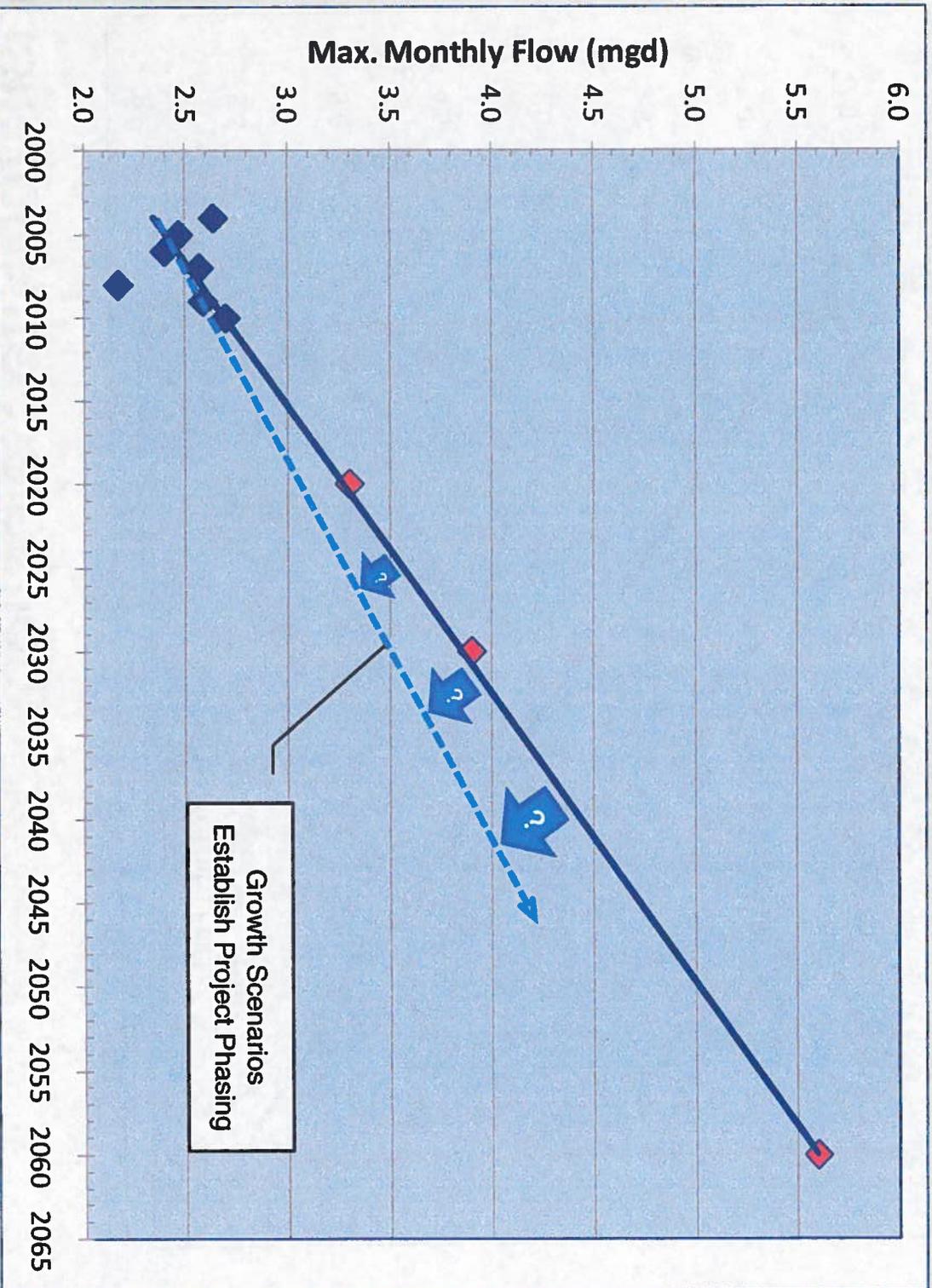
Basis for Alternative Analysis



Basis for Site Selection



Basis for Project Phasing



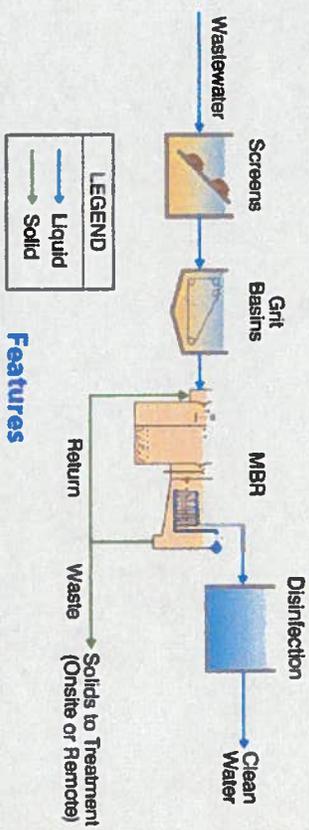
Effluent Quality Goals

	RBC Plant NPDES Permit Limit	Lagoon Plant NPDES Permit Limit	New Facility, Target/Goal
Total Suspended Solids	30 mg/L 85% removal	75 mg/L 85% removal	10 mg/L 95% removal
CBOD5	25 mg/L 85% removal	25 mg/L 85% removal	10 mg/L 95% removal
Turbidity	Not applicable	Not applicable	1 NTU
Chlorine Residual	0.114 mg/L	0.5 mg/L	No discharge
Fecal Coliform	200/100 mL (monthly)	200/100 mL (monthly)	<100/100 mL (monthly)
Nitrogen	Not applicable	Not applicable	8 mg/L
Pathogen Barrier	No	No	Yes

Membrane Bioreactor (MBR) Treatment Process

Process Option 1 MBR

Membrane Bioreactor Schematic



Features

- The MBR process:
- Produces very clean water
 - Requires the smallest site
 - Has been installed in areas that are highly visible to the public



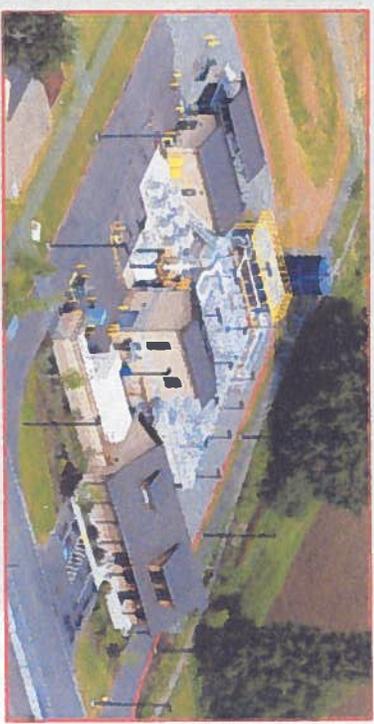
Ultraviolet (UV) light can be used to disinfect water cleaned by the MBR process.



Membranes filter nearly all solids from the wastewater.



Most equipment in the Blaine, WA MBR treatment facility is enclosed in an attractive building.



The administration building at Carration, WA hides the MBR process equipment from public view.



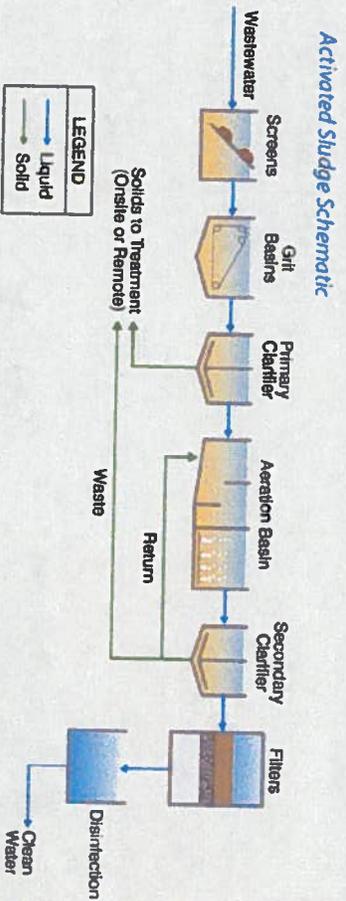
The City's existing rotating biological contactor (RBC) facility near Windjammer Park occupies approximately 1.2 acres.

An MBR facility sized for future flows would occupy **approximately 3 acres**.

30

Activated Sludge (AS) Treatment Process

Process Option 2 AS



Features

The Activated Sludge Process:

- Takes more space (about twice the size of an MBR)
- Is more energy efficient than an MBR
- Requires multiple processes to produce water that is similar to an MBR



Solids settle-out by gravity in AS tanks, so the water is not as clean as MBR effluent.

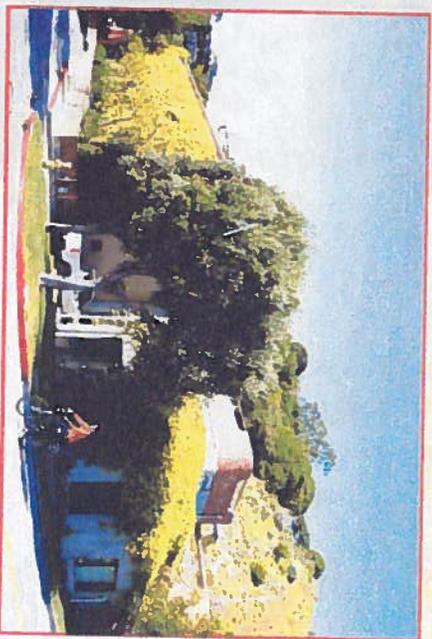


The larger tanks in an AS process can be covered to control odors.

The City's existing rotating biological contactor (RBC) facility near Windjammer Park occupies approximately 1.2 acres.



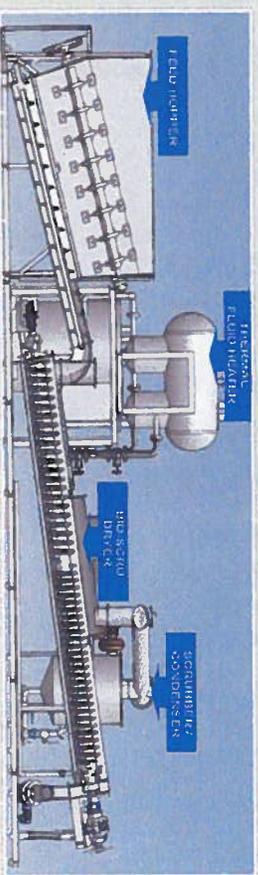
An AS facility sized for future flows would occupy approximately 6 acres.



Although AS takes up more space, buildings around plant edges can be designed to hide the tanks.

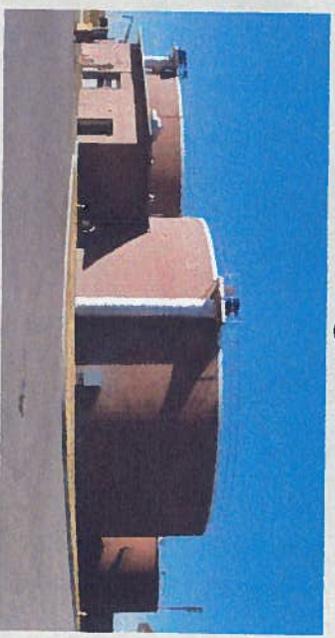
MBR Solids Treatment Options

- Option 1A: Treat solids on-site with a dryer
 - Local use of Class A product
 - Small footprint (<.25 Acre)
 - High operating cost
 - Natural gas consumption
- Option 1B: Treat solids off-site at a composting facility
 - Local use of Class A product
 - Large footprint (± 2 Acres)
 - Moderate operating cost
 - Bulking materials
 - Materials handling



AS Solids Treatment Options

- Option 2A: Treat solids on-site with a dryer
- Option 2B: Treat solids on-site with anaerobic digesters
 - Trucked disposal of Class B product
 - Moderate footprint (± 1.5 Acres)
 - Energy recovery (Methane)
- Option 2C: Treat solids on or off-site at a composting facility
 - Local use of Class A product
 - Follows anaerobic digestion



Summary of Potential Treatment Options

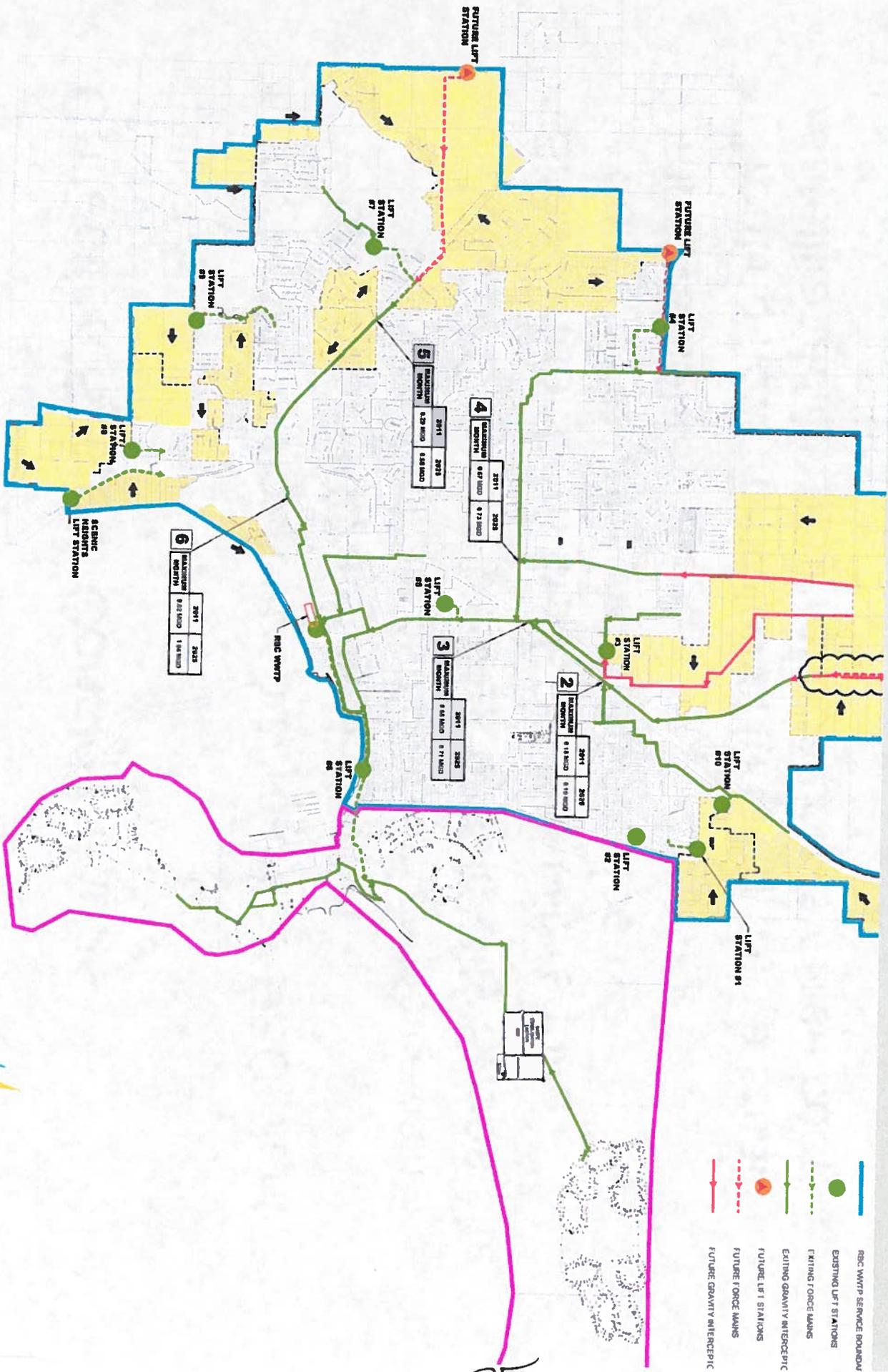
	Liquid Stream Process	
Solids Process	MBR	AS
Drying (Class A)	1A	2A
Composting (Class A) ⁽¹⁾	1B	
Digestion (Class B)		2B
Digestion + Composting (Class A) ⁽²⁾		2C

NOTES:

- (1) Solids processed at off-site composting facility
- (2) Solids processed at on or off-site composting facility

34

Collection System Layout



Collection System Considerations

- 100% of City flow currently reaches RBC plant
 - Sites near RBC are most efficient
 - Reduce/eliminate pump station and forcemain
- ± 50% of City flow passes by Old City Shops site
- Sites further from the RBC site will require extensive (expensive) conveyance improvements
- Treating flow from Navy Housing with a small, satellite facility may reduce conveyance costs

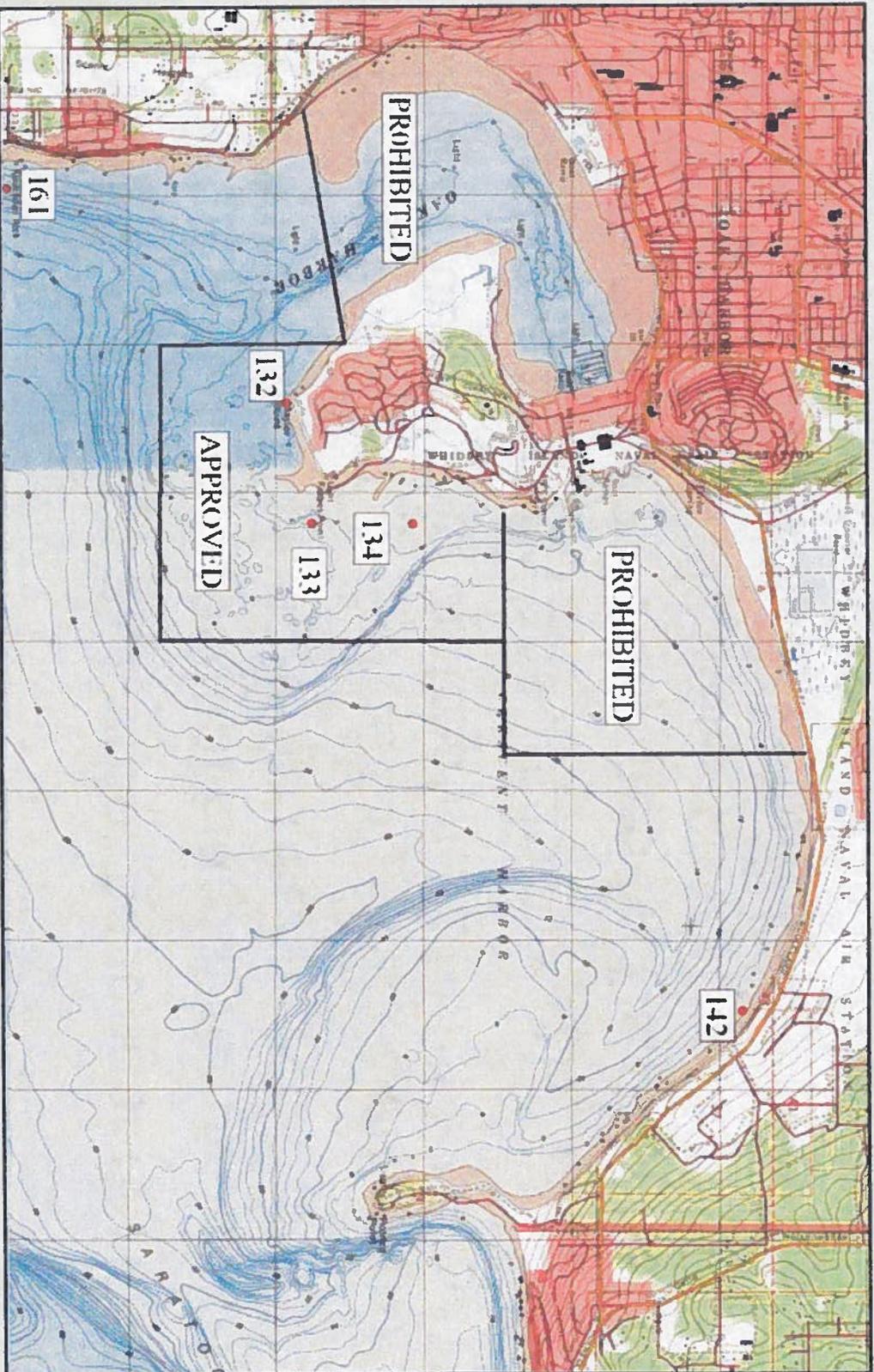
27

Outfall/Discharge Considerations

- Existing outfall to Oak Harbor no longer useable
- Existing outfall to Crescent Harbor requires improvements for long-term use
- Oak Harbor, Crescent Harbor, West Beach are options (depending on treatment plant location)
- All locations provide adequate mixing
- Shellfish harvesting evaluated by Dept. of Health and Dept. of Natural Resources
 - Several agencies have moved outfall to avoid mitigation payments for lost resources

LM

Shellfish Harvest Classifications Impact Future Diffuser Placement



Opportunities for Beneficial Reuse

- In addition to these outfall locations, team will evaluate beneficial reuse opportunities, including:
 - Landscape/open space irrigation
 - Groundwater recharge
 - Habitat creation/improvement

Preliminary Alternative Development Status



Objectives for Evaluating Alternatives

Technical

- Reliable Performance
- Ease of Construction
- Overall System Efficiency

Financial

- Low Capital \$
- Low O&M Cost
- Low Life-Cycle Cost

Social

- Protect Public Health & Safety
- Preserve/Enhance Local Public Amenities
- Minimize Local Neighborhood Impact

Environmental

- Produce Best Water Quality
- Protect Environmentally Sensitive Areas
- Minimize Carbon Footprint

December 14 Workshop Goal: Matrix of up to Eight (8) Preliminary Alternatives

- Alternative components
 - WWTP Process Option
 - Candidate Site
 - Outfall/discharge Option



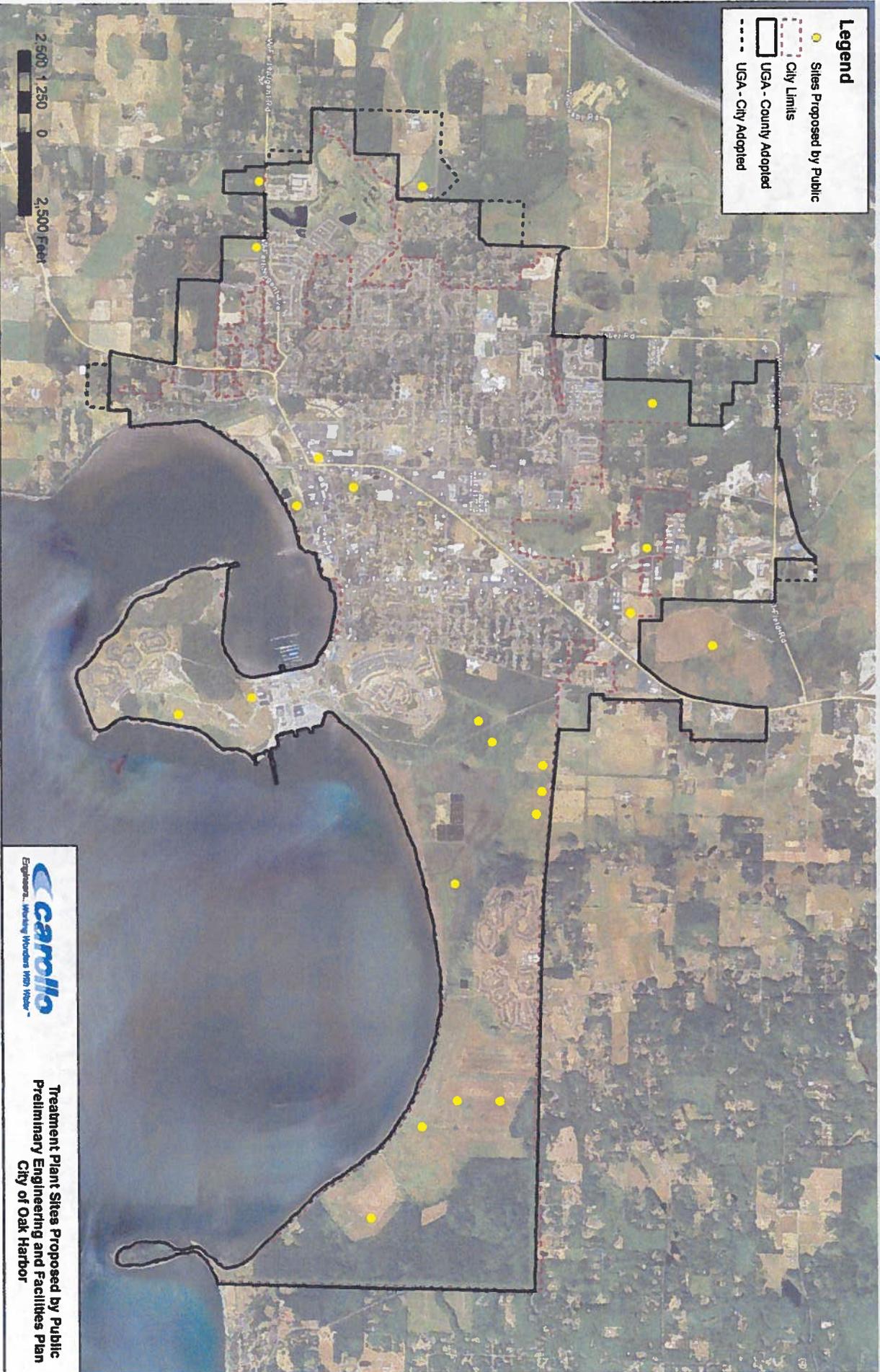
WWTP Process		Candidate Sites					
		1	2	3	4	5	6
X	<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>				
Y	<input checked="" type="radio"/>			<input checked="" type="radio"/>			
Z				<input checked="" type="radio"/>		<input checked="" type="radio"/>	

Treatment Options for Preliminary Alternatives Analysis

	Liquid Stream Process	
Solids Process	MBR	AS
Drying (Class A)	1A	2A
Composting (Class A) ⁽¹⁾	1B	
Digestion (Class B)		2B
Digestion + Composting (Class A) ⁽²⁾		2C

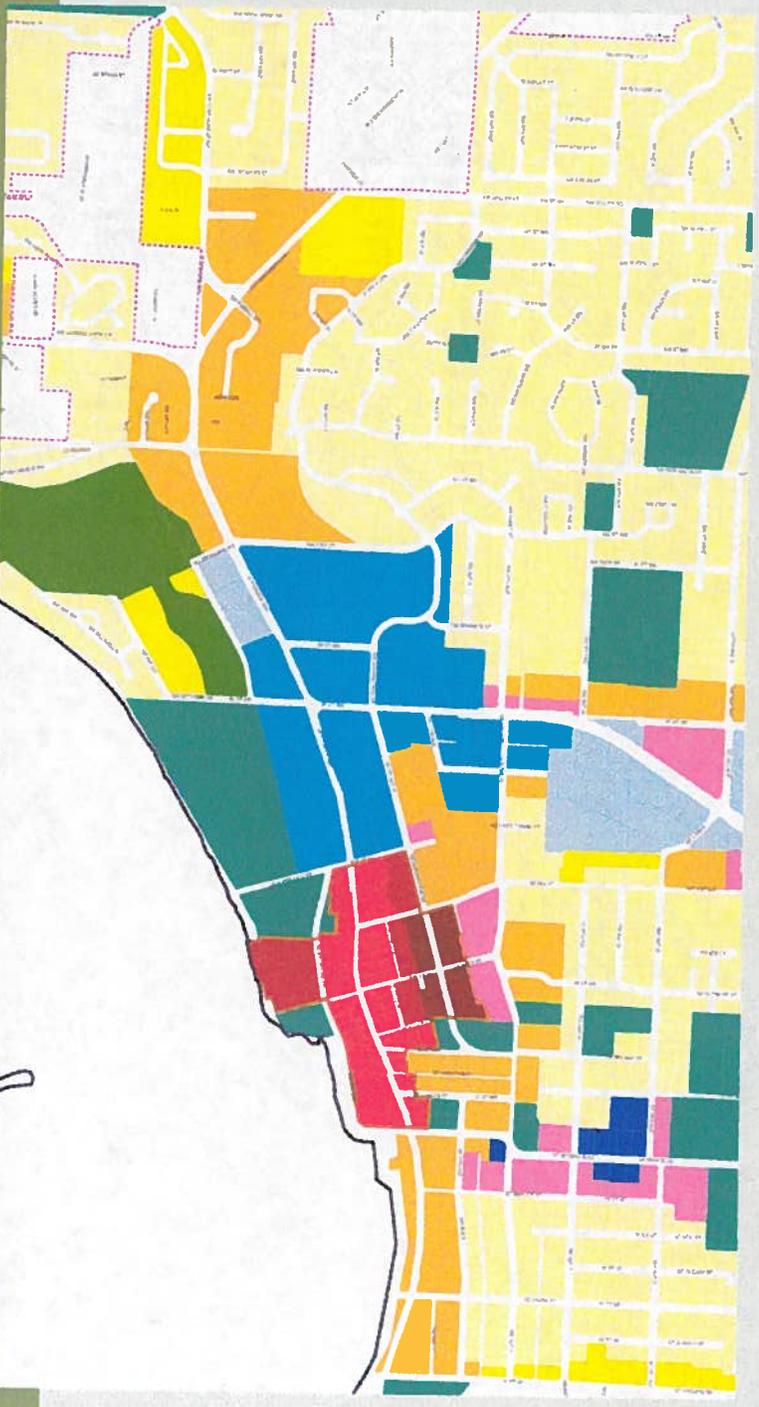
NOTES:
 (1) Solids processed at off-site composting facility
 (2) Solids processed at on or off-site composting facility

Potential Treatment Plant Sites Proposed by Public December 6, 2010 Public Forum



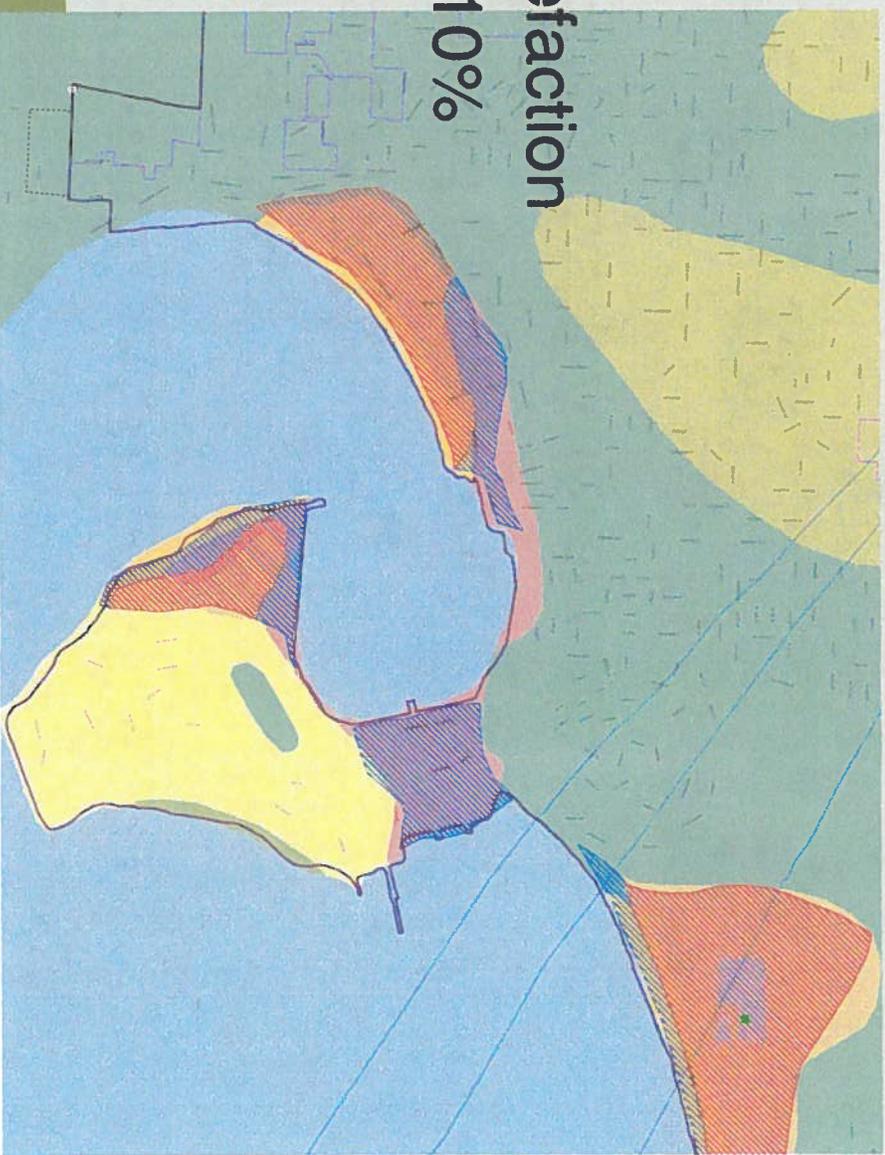
Land Use Considerations (OHMC 19.20)

- Prohibited in CBD Zoning
- Principally Permitted in PF Zoning
- Conditionally Permitted in Most Zonings
- Some Areas not Specifically Addressed



Technical Considerations

- Avoid the following:
 - Earthquake Faults
 - On-site Toxic Releases/Hazards
 - Landfill Sites
 - Slopes > 10%
- Design for:
 - Poor soils/Liquefaction
 - 5% < Slopes < 10%



Initial December 14, 2010 Alternatives Matrix

**City of Oak Harbor
Facilities Plan and Preliminary Engineering
Alternatives Development Workshop
December 14, 2010 Results**

Process Option	Viable WWTP Site									
	A	B	C	D	E	F	G	H	I	J
1 - MBR with Regional Biosolids	•	•	•		•	•	•		•	•
2 - MBR with Sludge Drying	⊙	⊙	•		⊙	⊙	⊙		⊙	⊙
3 - MBR with Anaerobic Digestion		•	•		•	•	•		•	•
4 - AS with Anaerobic Digestion		⊙	⊙		⊙	⊙	⊙		⊙	⊙
5 - Satellite MBR		⊙		⊙	⊙		•			•
6 - Regional Biosolids		⊙	⊙		⊙		⊙		⊙	⊙

Engineering Workshop
sults
WWTP Site

Process Option	H	I	J	K	L	M
	City Property at Sleeper Road	West Swan Island Road	Navy Property East of Existing Lagoon	Commercial Property (Copeland Site)	Current City Shops Site	Commercial Property (Old GM Dealership)
1 - MBR with Regional Biosolids		•	•	•	•	•
2 - MBR with Sludge Drying		⊙	⊙	⊙	⊙	⊙
3 - MBR with Anaerobic Digestion		•	•		•	
4 - AS with Anaerobic Digestion		⊙	⊙		⊙	
5 - Satellite MBR		•				
6 - Regional Biosolids	⊙	⊙	•		⊙	

70

Suggested Refinements to Matrix

City of Oak Harbor
 Facilities Plan and Preliminary Engineering
 Alternatives Development Workshop
 January 5, 2011 Suggested Modifications

Process Option	Viable WWTP Site						
	A	B	C	D	E	F	G
1 - MBR with Regional Biosolids (1)	•	•	•	•	•	•	•
2 - MBR with Sludge Drying	⊙	⊙	⊙		⊙	⊙	⊙
3 - MBR with Anaerobic Digestion		•	•	•	•	•	•
4 - AS with Anaerobic Digestion		⊙	⊙		⊙	⊙	⊙
5 - Satellite MBR (2)				⊙	⊙		•
6 - Regional Biosolids (3)		⊙	⊙		⊙		⊙

City Engineering Workshop Modifications

Process Option	Viable WWTP Site						
	H	I	J	K	L	M	
1 - MBR with Regional Biosolids (1)		•	•	•	•	•	
2 - MBR with Sludge Drying		⊙	⊙	⊙	⊙	⊙	
3 - MBR with Anaerobic Digestion		•	•	•	•	•	
4 - AS with Anaerobic Digestion		⊙	⊙		⊙	⊙	
5 - Satellite MBR (2)		•					
6 - Regional Biosolids (3)	⊙	⊙	•		⊙		

Proposed Preliminary Alternatives

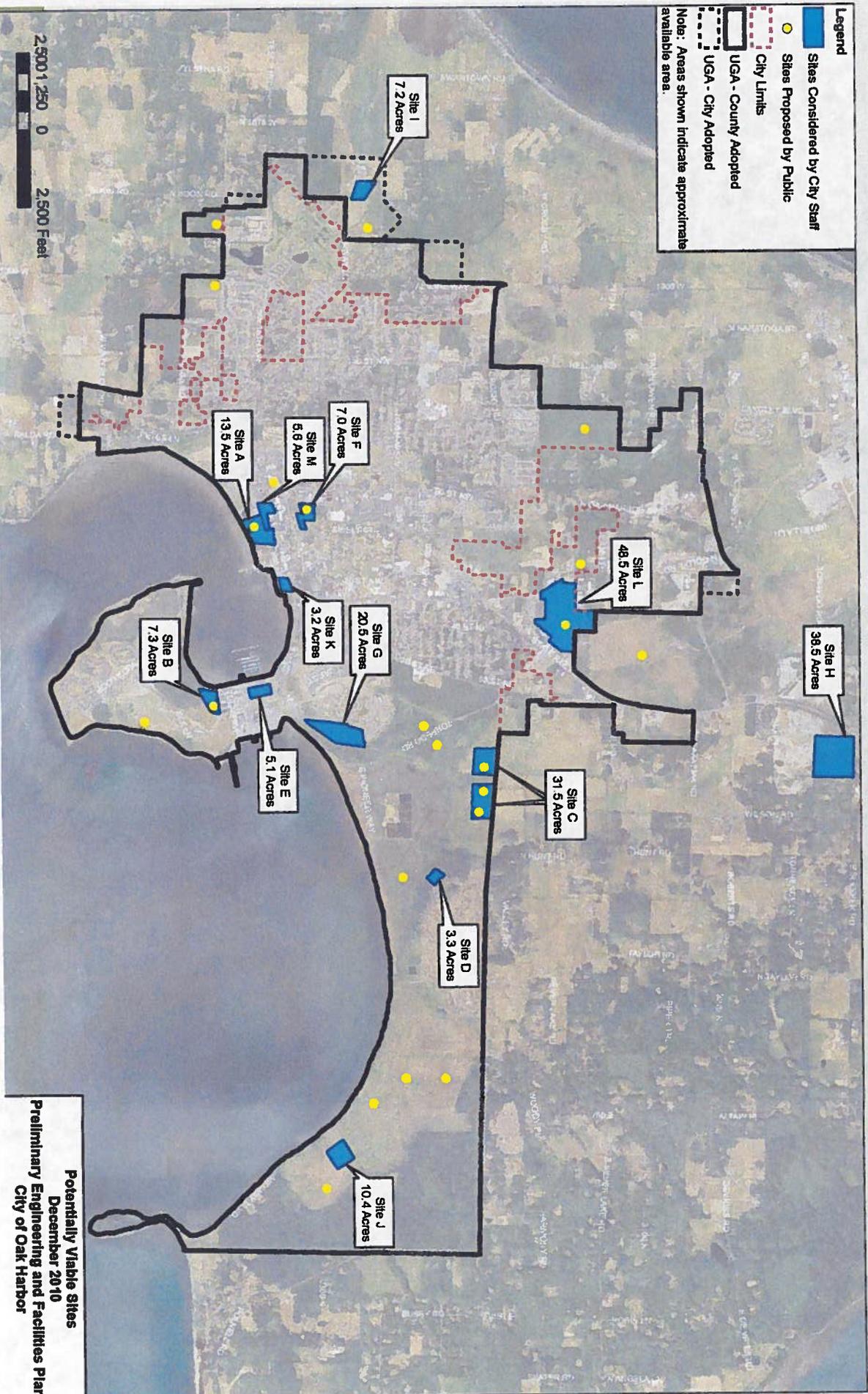
City of Oak Harbor Facilities Plan and Preliminary Engineering Draft Preliminary Alternatives

Component	Alternative Number										
	1	2	3	4	5	6	7	8	9	10	11
Site	A	B	C	E	F	G	I	J	K	L	M
Process	MBR	MBR / AS	MBR / AS	MBR / AS	MBR / AS	MBR / AS	MBR / AS	MBR / AS	MBR	MBR / AS	MBR
Outfall	Oak Harbor	Oak Harbor	Crescent Harbor	Oak Harbor	Oak Harbor	Crescent Harbor	Puget Sound	Crescent Harbor	Oak Harbor	Oak Harbor	Oak Harbor
Available Area (acres)	13+	7+	31+	5.1	7.0	20+	7+	10+	3.2	48.5	5.6
Land Use Compatibility	Public Facility (PF), principally permitted	Navy property; not addressed	Navy property; not addressed	Navy property; not addressed	Multi-family Residential (R-4), Commercial (C-3); not addressed	Navy property; not addressed	Special Planning Area in UGA adopted by City (2005); not addressed	Navy property; not addressed	Central Business District (CBD); prohibited	Public Facility (PF), principally permitted	Community Commercial (C-3); not addressed
Technical Considerations	Design for high liquefaction susceptibility					Lies on earthquake fault Slopes > 10%					Design for high liquefaction susceptibility
Environmental Considerations	Shoreline permit required Site includes areas within 100-yr floodplain	Shoreline permit required							Shoreline permit required		Site includes areas within 100-yr floodplain

Potential Outfall Diffuser Locations



Proposed Sites Blend Public Input with Technical Requirements



Summary and Next Steps



**Proposed Preliminary Alternatives
Preliminary Engineering and Facilities Plan
City of Oak Harbor**

Exhibit B

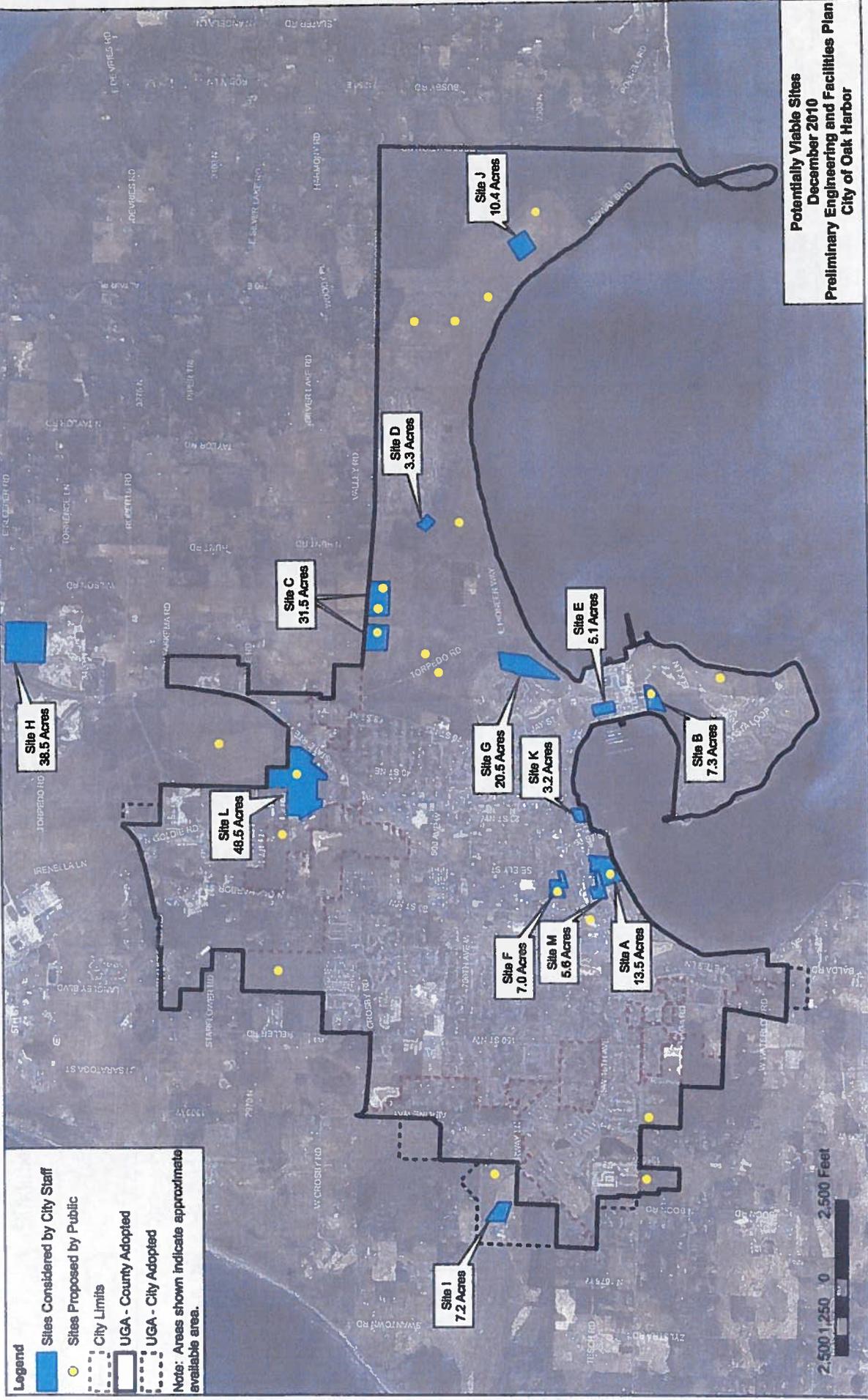
Component	Alternative Number										
	1	2	3	4	5	6	7	8	9	10	11
Site	A	B	C	E	F	G	I	J	K	L	M
Process	MBR	MBR / AS	MBR / AS	MBR / AS	MBR / AS	MBR / AS	MBR / AS	MBR / AS	MBR	MBR / AS	MBR
Outfall (1)	Oak Harbor	Oak Harbor	Crescent Harbor	Oak Harbor	Oak Harbor	Crescent Harbor	Puget Sound	Crescent Harbor	Oak Harbor	Oak Harbor	Oak Harbor
Available Area (acres)	13+	7+	31+	5.1	7.0	20+	7+	10+	3.2	48.5	5.6
Land Use Compatibility (2)	Public Facility (PF), principally permitted	Navy property; not addressed	Navy property; not addressed	Navy property; not addressed	Multi-family Residential (R-4), Community Commercial (C-3); not addressed	Navy property; not addressed	Special Planning Area in UGA adopted by City (2005); not addressed	Navy property; not addressed	Central Business District (CBD); prohibited	Public Facility (PF), principally permitted	Community Commercial (C-3); not addressed
Technical Considerations	Design for high liquefaction susceptibility					Lies on earthquake fault Slopes > 10%			Design for high liquefaction susceptibility		Design for high liquefaction susceptibility
Environmental Considerations (3)	Shoreline permit required Site includes areas within 100-yr floodplain	Shoreline permit required							Shoreline permit required		Site includes areas within 100-yr floodplain

NOTES

1. Siting an outfall in Oak Harbor reduces risk associated with potential impact to shellfish harvesting.
2. Wastewater treatment facilities are permitted outright within areas zoned PF, and are subject to a Conditional Use Permit in other zoning classifications except CBD, where they are prohibited (OHMC Chapter 19.20). Regardless of site zoning, an amplified public involvement process will likely be required, per OHMC Chapter 19.38 – Essential Public Facilities.
3. Construction within 100-year floodplain requires a no feasible alternative analysis.

54

Potentially Viable Sites
 December 2010
 Preliminary Engineering and Facilities Plan
 City of Oak Harbor



Appendix 2
Stakeholder Interview Recap

Triangle Associates, as part of the consultant project team, conducted phone interviews with area residents in the fall of 2010. The purpose of the interviews was to gauge awareness of Oak Harbor's wastewater treatment system and anticipate questions and concerns in advance of the first Public Forum.

In the course of the interviews, certain themes emerged:

- For the most part, interviewees had little knowledge of planning efforts underway to revamp Oak Harbor's wastewater treatment.
- Interviewees were pleased with the quality of sewer service they have been receiving
- Interviewees held common values about living in Oak Harbor – proximity to the water, good place to raise a family, benefits of smaller community (low traffic, low crime rates, easy to navigate, quiet).
- People kept informed by reading Whidbey News Times, watching Channel 10, and word of mouth.
- Primary considerations for building a new facility are that it protects the environment, be cost-effective, and can be easily expanded to serve future needs.
- The area adjacent to Windjammer Park was frequently cited as a poor location for a new wastewater treatment facility.
- A number of interviewees volunteered that they had noticed and appreciated City-sponsored infrastructure improvements.

Below is a recap of those interviews:

Question	Person 1	Person 2	Person 3
What do you most value about living in Oak Harbor?	Close to water. Convenience of city	Small town	Low crime. Been here forever. We used to have pristine water but not now. Pollution has really impacted fishing and watersheds.
How would you describe the current economic conditions of Oak Harbor?	Challenging. Not a lot of economic opportunity for young people	These are tough times	Seems okay, but old downtown (SE Pioneer Way) is not doing very well except bars and saloon.
When you consider the next 5 -10 years, what sort of city do you envision Oak Harbor to be?	It will continue to be commercial center for island. More strip mall sprawl. Would like to see revitalized downtown.	No answer.	I don't think it will change too much. I don't expect much population growth. The people who come here are looking for serenity.

15

<p>What impression do you have of current sewer service?</p>	<p>No problem with current service but I understand we're at capacity.</p>	<p>The service is adequate.</p>	<p>I have concerns about continued deterioration of the beaches because of pollution. We need another exit off the island/</p>
<p>How closely have you followed the discussion of Oak Harbor's wastewater treatment?</p>	<p>Fairly closely. I have seen City Council meetings on the Oak Harbor public access channel. Certainly not an expert.</p>	<p>Not closely</p>	<p>I am worried that old sewer lines are cracked or broken and so there is seepage going directly in bay. There are odor issues with the treatment plant and with pollution in the bay. Effluent quality is not good and it is causing pollution problems. You used to be able to play in the bay. Not anymore. My dog died because of a sewer leak in the bay that nobody was warned about. Somewhat closely.</p>
<p>What are your primary sources for information?</p>	<p>City Council meetings</p>	<p>Whidbey News Times</p>	<p>Channel 10. Newspapers do a little coverage but not much.</p>
<p>Does the issue have a direct, indirect, or no impact on you?</p>	<p>Indirect</p>	<p>direct</p>	<p>Direct.</p>
<p>Does the term "wastewater treatment" have positive, negative, or neutral connotation?</p>	<p>neutral</p>	<p>neutral</p>	<p>negative</p>
<p>What are the most important considerations in developing a plan?</p>	<p>Environmental considerations - protection of the Puget Sound.</p>	<p>Do it as inexpensively as possible</p>	<p>Controlling pollution. Deal with storm water. Outfall should be drained into Chambers Bay because there is better water circulation there.</p>
<p>Site considerations?</p>	<p>Not in the middle of a city park! Odor control.</p>	<p>Do not know.</p>	<p>Do not put it in Winjammer Park.</p>
<p>Anything else?</p>	<p>I spend time walking on the seaplane base. There are issues with an open marsh and salt-water incursions and leakage into the bay.</p>	<p>No.</p>	<p>People are jaded because they think just a few people in the city are making decisions without there being any real consensus or public input. Some people have a pretty negative feeling about the direction the city is going.</p>
<p>Comments on current rates?</p>	<p>Rates are reasonable. I would be willing to pay more for a good system.</p>	<p>They seem fair.</p>	<p>Rates are fine.</p>

How best to pay for the system?	No idea. Probably a bond or tax increase but people are tax averse. Kept informed. I want the process to be transparent and info openly shared.	Do not know.	The Navy should share in the planning and the costs. I would like to be kept informed.
How best to inform citizens?	A good website that can be updated with new information and can be used to track comments and respond to people's questions. It should be well publicized. Also public meetings.		Website. Email me information.
How have you typically registered your comments? Other?	Write or email my representative N/A	N/A	N/A There are miles and miles of old and probably crumbling sewer line – what is being done about that?

Question	Person #4	Person #5	Person #6
What do you most value about living in Oak Harbor?	Beautiful area. Family-oriented. Quiet. Size makes it accessible. Navy influence means a lot of nice young people in town.	Oak Harbor is my life. Lived here for 40 years. Great place to raise a family.	Climate. Low crime. Not a big city environment. Accessible.
How would you describe the current economic conditions of Oak Harbor?	Businesses, at least along Pioneer Way are struggling. But I think it will get better. The City has creative ideas about beautifying the area and changing traffic patterns. Oak Harbor is like a house, it needs to be maintained and renovated. It's been neglected but I see a lot of effort being made by the City to fix things up.	It seems okay, especially in the outer part of town.	Hard to say. I do see a lot of maintenance being done by the city and I'm pretty happy with how they're doing.
When you consider the next 5 -10 years, what sort of city do you envision Oak Harbor to be?	I hope we don't see just a growth in big box stores. I would like to see more pedestrian traffic downtown.	I think the city will expand somewhat but within it's current boundaries. The city's future is tied with the Navy.	I worry that there is really only one way to get off the island and I think that limits growth. The city is investing too much into downtown. I don't think the tax revenues from downtown merchants justifies it. I'm tired of the squabbling. I think the Naval Air Station should be within Oak Harbor.
What impression do you have of current sewer service?	It seems fine.	I've heard it isn't really adequate.	I'm fine with it.

How closely have you followed the discussion of Oak Harbor's wastewater treatment?	Not at all closely.	Not closely.	Not closely.
What are your primary sources for information?	I watch the city council meetings on Channel 10 and I talk to customers who come into my store.	Local newspapers.	Newspaper.
Does the issue have a direct, indirect, or no impact on you?	Direct.	No impact (Lives in county).	Direct
Does the term "wastewater treatment" have positive, negative, or neutral connotation?	Neutral.	n/a	For a lot of folks it's a negative because of odor issues in the past.
What are the most important considerations in developing a plan?	That it be efficient and have a long life span. Do it right. Don't cut financial corners.	Keep the costs down.	It needs to be built so it can be expanded without a lot of cost.
Site considerations?	Isolate it. Don't put it in Windjammer Park.	The location within a park is wrong. I would expand the lagoon plant. It's close to water and would help keep costs down.	Best option is to pipe it to Ault Field so the effluent can go into the San Juan De Fuca. Plus it's isolated there...no one will build near a airfield.
Anything else?		I think you should turn the park location into a transfer station and pump the waste to the Navy site.	
Comments on current rates?	Rates have to be what they have to be.	No problem.	They're fine
How best to pay for the system?	I wouldn't know.	Seems like the Navy should help with costs.	I think the hook-up fees are supposed to pay for system development charges. I'm hoping there won't be a big spike in sewer rates.
How involved do you want to be in planning?	I'd like to be kept informed. (Provided email address)	I'm interested---particularly around how much it will cost and how they'll pay for it.	Not involved.
How best to inform citizens?	Website. Email me information.	Newspaper	Newspaper. Suggest that the City write the article though because the paper usually screws it up.
How have you typically registered your comments?	N/A	By directly dealing with the department involved and sometimes the mayor.	Talking with the people directly involved.
Other?	There are miles and miles of old and probably crumbling sewer line - what's being done about that?	Provided email address for updates.	Did not want to provide email updates.

Question	Person #7	Person #8
What do you most value about living in Oak Harbor?	The water, view, small community feeling. Good place for raising a family.	Close, open community. Waterfront. Being by the sea.
How would you describe the current economic conditions of Oak Harbor?	This last year and a half have been bad. Lots of homes going into trustee sales (about 30 per month). OH may not be as hard hit as other areas but it's certainly hurting.	Pretty good. The presence of the Navy provides good stability. We're doing much better than a lot of other places in the country.
When you consider the next 5 -10 years, what sort of city do you envision Oak Harbor to be?	I do think things will get better. The city has great plans for the future. We have a lot of aging infrastructure but it looks like an effort is being made to address it.	N/A
What impression do you have of current sewer service?	It's expensive. And reliable. I've never had a service interruption.	The service seems fine and reliable.
How closely have you followed the discussion of Oak Harbor's wastewater treatment?	Not closely.	Pretty closely.
What are your primary sources for information?	I'm active in the Chamber and that's where I get most of my information about what's going on in the community.	I read the newspaper and talk to city council members.
Does the issue have a direct, indirect, or no impact on you?	Direct impact.	Direct impact. I live outside the city but have properties within the city.
Does the term "wastewater treatment" have positive, negative, or neutral connotation?	Neutral	N/A
What are the most important considerations in developing a plan?	Site location and cost effectiveness	Long-term reliability and expandability. Cost efficiency.
Site considerations?	The city absolutely should not have a sewer plant in the middle of town. That plant is a stone's throw away from a kiddie pool. It makes no sense whatsoever.	The City should partner with the Navy to expand the Ault Field facility. Turn OH's two current facilities into pumping stations. The plant should be on the west side of the island because of the better flushing capacity of the Sound there. From what I've heard, the Ault facility is expandable and uses current technology.
Anything else?		I have concerns about how the City handled communications with NAS over the Seaplane lagoon plant—particularly in regards

		to opening up the wetland for tidal flows. The City maintains that now the Seaplane lagoon can't be expanded and is in danger of flooding, but I'd like to know how they reached that conclusion.	
Comments on current rates? How best to pay for the system?	Expensive Don't know.	They seem fair. I like a pay as you go system. Much better than getting a big hit.	
How involved do you want to be in planning? How best to inform citizens?	I will be interested in attending a public meeting. Work with the service organizations in town. Also there are a number of good locations for posting information: banks, the post office door, the new Whidbey Coffee Shop; Thrive Gym.	Newspapers. Word of mouth.	
How have you typically registered your comments? Other?	n/a	Call up a council member.	
		I would like the City to thoroughly examine the potential to cooperate with the Navy. And if that's not possible, explain what the issues are and why isn't an arrangement contractible? Also, I'd like the City to talk with the contractors and operations people who actually work on the plants. They shouldn't just listen to engineers. They need to hear from folks who have practical knowledge of the issues.	

**City Council Meeting
Tuesday, January 18, 2011, 6:00 p.m.
City Hall – Council Chambers**

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

INVOCATION Ron Lawler, Family Bible Church

ROLL CALL

Mayor Jim Slowik	Paul Schmidt, City Administrator
Six Members of the Council,	Margery Hite, City Attorney
Rick Almberg	Doug Merriman, Finance Director
Jim Campbell	Steve Powers, Development Services Director
Scott Dudley	Cathy Rosen, Public Works Director
Beth Munns	Steve Bebee, Public Works Operations Manager
Jim Palmer	Lisa Bebee, Permit Coordinator
Bob Severns	Gene Sieffert, Chief Mechanic
	Sandra Place, Equipment and Purchasing Coordinator
Absent:	Rick Wallace, Chief of Police
Danny Paggao, Mayor Pro Tem	Mark Soptich, Fire Chief
	Mike McIntyre, Senior Services Director
	Renée Recker, Executive Assistant to the Mayor

MINUTES

MOTION: Councilmember Palmer moved to approve the 1/4/11 regular meeting minutes. The motion was seconded by Councilmember Severns and carried unanimously.

NON-ACTION COUNCIL ITEMS

Proclamation – Big Brothers Big Sisters of Island County Mentoring Appreciation Day

Councilmember Munns read the proclamation recognizing January 25, 2011 as Big Brothers Big Sisters of Island County Mentoring Appreciation Day. Ms. Munns presented it to Big Sister, Carrie Riepma and Big Brother, Jonathan Morales. They introduced Little Sister Cheyanne and Little Brother Jacob. Ms. Riepma spoke about the 70 North Whidbey Island matches and the website for Big Brothers Big Sisters: www.bbbsislandcounty.org Volunteers are always welcome.

Public Comments

David Harrington, 1524 N.E. Narrows, Oak Harbor. Mr. Harrington talked about his wife's three years as a Big Sister and the value this program brings to both Big Brothers/Sisters and Little Brothers/Sisters. Mr. Harrington spoke with concern about the condition of Oak Harbor's streets noting that he had come before Council several times to speak about the streets: I have talked with many, and have been told there aren't funds. I found the funds. REET 1 funds are available. A tax in the General Fund

on utilities generates a portion of funds which can be designated for anything that you want. What I am telling you is factual. I don't understand why you don't want to replace and repair the City's streets. You are spending \$5 million out of REET funding for the Pioneer Way Project. All that is required is a motion and second to set funds aside. Something needs to be done and I will bring more people the next time I'm here. Make a plan to do this.

COUNCIL CONSIDERATION AND ACTION ON THE FOLLOWING MATTERS

Consent Agenda

- A. Excused Absence – Councilmember Danny Paggao
- B. Re-Appointment – Marina Advisory Committee, C.C. (Rip) Harbour
- C. Reader Board Purchase
- D. Interlocal Purchasing Agreement – City of Anacortes
- E. Approval of Accounts Payable Vouchers

MOTION: Councilmember Munns moved to approve Consent Agenda Items A through E with Item E paying Accounts Payable check numbers 144333-144334, 144336, 144338 and 144474 – 144548 in the amount of \$182,974.90; Accounts Payable check numbers 144335, 144337 and 144339 – 144473 in the amount of \$444,084.14; and Payroll Check numbers 94407 – 94422 in the amount of \$397,323.78. The motion was seconded by Councilmember Campbell and carried unanimously.

Bid Award – Automated Refuse Trucks

Public Works Director Cathy Rosen presented this agenda bill to award the bid for three automated refuse trucks to Western Peterbilt in the amount of \$829,061.61 and to surplus one 2004 Peterbilt Automated Refuse Truck. This will replace two existing automated refuse trucks through the Equipment Rental Replacement Program, as budgeted, and the third automated refuse truck has been budgeted within the Solid Waste Fund. This vehicle will be an addition to the fleet and will be necessary for the 2012 annexation. Staff is proposing to not take the trade-in offer due to its low price. Staff has determined that the value of the parts on the old trucks would amount to more than the amount of the trade-in offer. Instead, staff would like to try to sell a truck outright for more than the parts are worth. As a last resort, staff proposes to part-out and dispose of one truck. The other truck would be kept as back up for the residential route, just as has been done with the commercial route. In addition, options were provided to the City. After reviewing the options, staff has determined some items are necessary and some are not. The options totals are tabulated below:

<u>Option</u>	<u>Price</u>	<u>Extended Price x 3</u>
Hopper Floor Thickness 3/8" Hardox	\$ 722.00	\$ 2,166.00
Remote Grease Line to Tailgate Cylinders	\$ 325.00	\$ 975.00
Delete 24 Month Warranty and Keep Standard One Year	\$ (3,774.00)	\$ (11,322.00)
Grand Total with 8.9% tax	\$ (2,969.70)	\$ (8,909.11)

63

It was recommended that the bid award in the amount of \$837,970.72, minus the extended price options in the amount of \$8,909.11 for a grand total of \$829,061.61, be awarded to Western Peterbilt, who is the lowest responsible bidder.

Mayor Slowik called for public comments but there were none.

Council Discussion

Discussion followed about participation in the equipment rental fund, truck usage and expected life cycle (used daily with a seven-year life cycle), significant repairs that would need to be made on the existing trucks (\$35,000 each instead of the \$15,000 as shown in the agenda bill attachments), personnel for the trucks, and the number of residences served (700 per day per truck). Ms. Rosen noted that it will take eight or nine months for delivery of the new trucks, after which the surplus truck would be advertised on AWC's surplus website or parted out. Chief Mechanic Gene Sieffert talked about the differences between high and low compression diesel engines. Over-the-road trucks are basically high compression engines; low compression engines are used for automobiles and light trucks. The new trucks will have Cummins diesels.

MOTION: Councilmember Munns moved to authorize the surplus and disposal of one 2004 Peterbilt automated refuse truck. The motion was seconded by Councilmember Palmer and carried unanimously.

MOTION: Councilmember Munns moved to award the bid for the purchase of three automated refuse trucks to Western Peterbilt in the amount of \$829,061.61. The motion was seconded by Councilmember Palmer.

Councilmember Dudley asked about the four remaining trucks: was one purchased in 2005 and would it need to be replaced in 2012? If the third purchase does not happen in 2012, is there an additional purchase? By 2014, this equipment will be set for the next three to four years.

VOTE ON THE

MOTION: The second motion carried unanimously.

2% Lodging Tax Advisory Committee Recommendations – 2011 Grant Awards

Finance Director Doug Merriman presented this agenda bill which proposed approval of funding recommendations from the Lodging Tax Advisory Committee for the City's 2011 Lodging Tax Grant Program. The City of Oak Harbor sponsors an annual grant program funded by revenues from 2% lodging tax proceeds, more commonly known as the Lodging Tax Grant Program. Organizations are encouraged to apply for funding if they feel that their activity promotes tourism in a manner that attracts visitors to Oak Harbor from other localities.

Four applications were reviewed by the Lodging Tax Advisory Committee. These are the four requests:

Oak Harbor Arts Commission – Driftwood Day	\$ 4,090
26 th Annual North Whidbey Car Show	\$ 6,000
Whidbey Island Marathon	\$10,000
Greater Oak Harbor Chamber of Commerce	
Branding and marketing and tourism needs	<u>\$42,000</u>
TOTAL REQUESTS:	<u>\$62,090</u>

The Lodging Tax Advisory Committee reviewed the requests and made the following recommendations to Council for funding 2011 2% lodging tax grant programs:

Oak Harbor Arts Commission – Driftwood Day	\$ 2,500
26 th Annual North Whidbey Car Show	\$ 4,450
Whidbey Island Marathon	\$ 4,350
Greater Oak Harbor Chamber of Commerce	
Branding and marketing and tourism needs	<u>\$ 4,700</u>
TOTAL RECOMMENDATIONS:	<u>\$16,000</u>

Mayor Slowik called for public comments but there were none. There was no Council discussion.

MOTION: Councilmember Munns moved to pass Resolution 11- 01 awarding the 2011 Lodging Tax Grants and authorize payment of funds. The motion was seconded by Councilmember Dudley and carried unanimously.

Public Hearing and Final Consideration – Bond Ordinance for Oak Harbor Marina Redevelopment Phase 2 / Dredging

Councilmember Dudley asked to be recused from this discussion. Finance Director Doug Merriman presented this agenda bill and ordinance relating to the City's Marina providing for the issuance of approximately \$2,745,000 par value of Marina Revenue Bonds 2011 of the City to provide part of the funds with which to pay the cost of making redevelopment improvements and dredging work for the Marina; fund a debt service reserve for the authorized bonds and pay the cost of issuance and sale of such bonds; fixing the date, form maturities, interest rates, terms and covenants of such bonds; establishing a bond redemption account and a construction account; and approving the sale and providing for the delivery of the bonds to Martin Nelson & Company of Seattle, Washington. Mr. Merriman also introduced Jim Nelson of Martin Nelson who attended this meeting to provide additional information on the bond issue. Since interest rates were not beneficial today, Mr. Nelson and Mr. Merriman advised waiting a week. Mr. Nelson's handout discussing revenue bond financing is attached to these minutes as Exhibit A.

Mayor Slowik opened the public hearing at 7:45 p.m. but there were no comments. The public hearing will be extended to the January 27, 2011 special meeting.

Council Discussion

Discussion followed about the estimated interest rate (3.8 to 4%) and today's higher rate with the hope that next week the rate will be below 6%. The Baa2 rating was discussed which is lower than expected. Mr. Merriman talked about how the bonds are fixed and could be called in ten years and potentially refinanced then – moving up the yield curve. Council asked that Mr. Merriman prepare a model for yield to present during the 1/27/11 special meeting. The Marina project is ongoing and larger invoices are expected. If this ordinance is approved at the 1/27/11 meeting, dispersal would occur in the early part of February.

MOTION: Councilmember Munns moved to extend the public hearing to the January 27, 2011 City Council special meeting. The motion was seconded by Councilmember AlMBERG and carried unanimously.

City Administrator's Comments

Mr. Schmidt asked Public Works Director Cathy Rosen to talk about the new manhole prototype which was on display at this meeting. This City logo prototype will be used for the Pioneer Way Project as well as WSDOT's SR-20 summer project. This prototype does not cost more than the City's old manhole covers. Mr. Schmidt talked about upcoming meetings and special meetings, the Pioneer Way art proposals (sixteen were received and initially reviewed the Arts Commission; three or four will become preferred proposals), and the 1/20/11 bid opening for the Pioneer Way project. The art proposals will be added to the City's website and Ms. Crouch assembled art proposal binders one of which is on display at the Utilities counter. Mr. Schmidt also talked about Council's February attendance at the Cities Legislative Action Conference in Olympia. The 2/15/11 City Council meeting will become a special meeting on Monday, February 14, 2011.

Council Members' Comments

Council Members gave their respective standing committee reports, Councilmember Campbell talked about the Island County Tourism Board and that he will be taking the marketing representative to lunch with Tony Popp at NASWI and a tour of the PBY Association. Councilmember Palmer talked about Island Transit's proposal to borrow \$20 million for a new building, and Councilmember Munns talked about the AWC Conference and labor relations forum which will be held on Thursday afternoon during that conference. Ms. Munns also gave Council the final list of AWC's legislative priorities.

Councilmember Dudley thanked the City for recognizing Big Brothers Big Sisters and talked about the good work done by this organization. Councilmember AlMBERG noted the ongoing dredging activity at the Marina and how the work is accomplished at night using a GPS system, and Councilmember Palmer mentioned that Councilmember Paggao will not be attending the 1/27/11 special meeting and Mr. Palmer was not going to be able to attend. Since this meeting will need a quorum, Councilmember Palmer will try to rearrange his schedule.

Mayor's Comments

Mayor Slowik noted that the flag is at half staff because of the Tucson shooting, and will continue to fly at half staff for U.S. Army Private First Class Robert J. Near who was killed in Afghanistan, and WSDOT employee Billy Rhynalds who was struck and killed by a wind-toppled tree along a flooded roadway.

ADJOURN

With no other business coming before Council, Mayor Slowik adjourned the meeting at 7:15 p.m.

Connie T. Wheeler
City Clerk

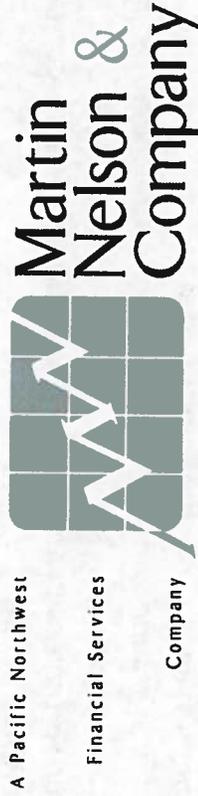
PRESENTATION TO THE

Exhibit A



UPDATE ON MARINA REVENUE BOND FINANCING

Presented by: Jim Nelson, Vice President and Senior Municipal Underwriter
January 18, 2011, 6:00 PM



Public Finance Department
1500 Westlake Avenue North, Suite 200
Seattle, Washington 98109
(206) 682-2763 or (888) 342-6864
Email: JimNelson@MartinNelsonCo.com

60

SUMMARY

1. Congratulations to the City of Oak Harbor in receiving the underlying rate grade of "Baa2" from Moody's Investors Service.

2. The Bond sale is being postponed because of the following:

1. *Recent negative news on municipal bonds;*
2. *The 3-day weekend along with the reaction on negative news caused interest rates to spike up today;*
3. *Prospective buyers/investors need additional time to consider a "Baa2" rated Marina Revenue Bond.*
4. *The Bond sale will be postponed until the Special Meeting on January 27th.*

3. The City will be issuing the Marina Revenue Bonds to finance various capital improvements to the marina, including dredging. The Bonds will be financed over 20-years.

4. The Marina Revenue Bonds will have payment dates on April 1 and October 1. The first interest payment is October 1, 2011, and the first principal payment is October 1, 2011. The last principal payment is December 1, 2030.

5. The Bonds become callable/prepayable on October 1, 2020 (10th year) or anytime thereafter, with NO prepayment penalties.

69



**BOND RATING CATEGORIES
FOR INVESTMENT GRADE BONDS**

	<u>Standard & Poor's</u>	<u>Moody's</u>	<u>Fitch's</u>
<u>Highest Quality</u>	AAA	Aaa	AAA
High Quality	AA+	Aa1	AA+
	AA	Aa2	AA
	AA-	City's Water & Sewer rating → Aa3	AA-
Upper Medium Grade	A+	A1	A+
	A	A2	A
	A-	A3	A-
Medium Grade	BBB+	Baa1	BBB+
	BBB	Marina System → Baa2	BBB
	BBB-	Baa3	BBB-

KEY FACTORS FOR THE "Baa2"

1. Strong Financial Practices
2. Strong Projected Debt Service Coverage and Reserves
3. Stable Economy
4. Experienced management in operating the City in an efficient manner

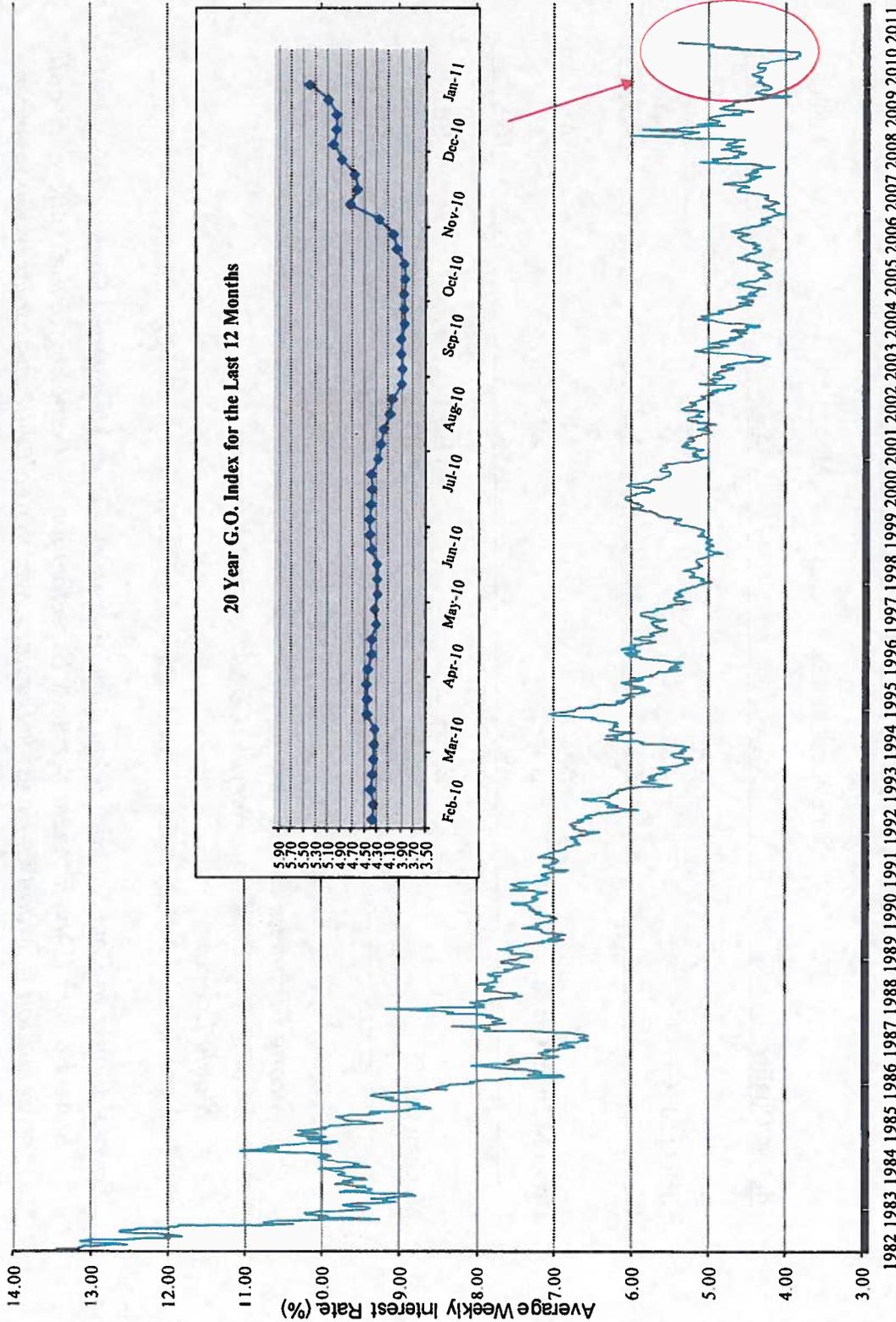
Special thanks to Paul Schmidt (City Administrator), Doug Merriman (Finance Director), and Steve Powers (Development Services Director) for participating in the conference call presentation to Moody's Investor Services, which dealt with the topics of management, finances, local economy and long-term planning.



BOND BUYER INDEX

01/01/82 thru 01/13/11

20-YEAR GENERAL OBLIGATION BOND INDEX*



*The 20 G.O. Index is made up of bond issues with a rating of "AA-" maturing in 20 years.



City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR



PROCLAMATION IN RECOGNITION OF

NATIONAL AFRICAN AMERICAN HISTORY MONTH FEBRUARY 2011

WHEREAS, African American History Month honors and affirms the importance of African American History throughout our American experience; and

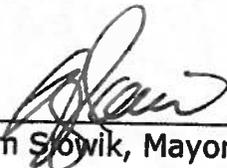
WHEREAS, the history of people of African heritage goes back thousands of years and includes some of the most advanced and innovative societies in the history of human existence; and

WHEREAS, African American History Month is a time for us to reflect on the rich history and teachings of African Americans whose contributions are vast and wide; and

WHEREAS, it is fitting we set aside a special time to acknowledge this important segment of citizens of our community and their history.

NOW, THEREFORE, WE, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby recognize **February 2011** as **National African American History Month** and urge all citizens to join in celebrating the diversity and character of our community and highlight the importance of sharing our culture, customs and traditions with those around us.

Signed this 1st day of February, 2011



Jim Slowik, Mayor

City of Oak Harbor

OFFICE OF THE MAYOR
JIM SLOWIK
MAYOR



PROCLAMATION IN RECOGNITION OF

SOROPTIMIST INTERNATIONAL OF OAK HARBOR HUMAN TRAFFICKING AWARENESS DAY FEBRUARY 24, 2011

WHEREAS, Human trafficking is a global travesty that takes many forms, whether forced labor or sexual trafficking, child soldiering or involuntary domestic servitude; and

WHEREAS, around the world and within the United States, victims of modern slavery are deprived of the most basic right of freedom; and

WHEREAS, law enforcement, federal and state agencies, nonprofit social service providers, private industry and nongovernmental organizations are working hard to end human trafficking; and

WHEREAS, we applaud and support Soroptimist International of Oak Harbor in their efforts to build public awareness of human trafficking.

NOW, THEREFORE, WE, Jim Slowik, Mayor, and Councilmembers of the City of Oak Harbor do hereby proclaim **February 24, 2011** as **Soroptimist International of Oak Harbor Human Trafficking Awareness Day** in Oak Harbor and call upon our community to recognize the vital role we can play in ending modern slavery.

Signed this 1st day of February, 2011



Jim Slowik, Mayor

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

Bill No. 3

Date: FEBRUARY 1, 2011

Subject: PUBLIC COMMENTS

FROM: Jim Slowik, Mayor

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney

SUMMARY STATEMENT

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

City of Oak Harbor
City Council Agenda Bill

Bill No.
Date:
Subject:

cln 4A
February 1, 2011
Excused Absences for Mayor
and Council Members from
February 15 Regular Meeting
and Council Meeting Date Change

FROM: Paul Schmidt
City Administrator

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

JS Jim Slowik, Mayor
DM Doug Merriman, Finance Director
MH Margery Hite, City Attorney as to form

PURPOSE

The purpose of this agenda bill is to request approval of excused absences for Mayor and Council Members attending the Association of Washington Cities (AWC) City Legislative Action Conference (CLAC), February 16 – 17, 2011 and due to lack of a quorum for the regular February 15, 2011 City Council meeting, set a new special meeting date for February 14, 2011, 6:00 p.m.

AUTHORITY

Pursuant to RCW 42.30 090, the City Council may direct the City Clerk to adjourn the February 15, 2011 regular City Council meeting on that date and time for lack of a quorum. Since a new meeting date is proposed for a date prior to the regular council meeting, the City Clerk may be directed to set a new special meeting date of February 14, 2011, at 6:00 p.m., in City Council Chambers. The City Clerk should then provide the appropriate notices as required by RCW 42.30.080.

SUMMARY STATEMENT

Mayor Jim Slowik, and Council Members Rick AlMBERG, Jim Campbell, Scott Dudley, and Bob Severns will be attending the AWC City Legislative Action Conference from February 16 – 17, 2011 with travel commencing the afternoon of February 15. Therefore, there will not be a quorum for the February 15, 2011 meeting. The new meeting on February 14, 2011 at 6:00 p.m. will then constitute a special meeting of the Oak Harbor City Council and the regularly scheduled meeting of February 15th will be cancelled.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

1. Approve Mayor Jim Slowik and Council Members Rick Almborg, Jim Campbell, Scott Dudley, and Bob Severns excused absences from the February 15, 2011 City Council meeting to allow for their travel and attendance at the AWC Conference February 16 – 17, 2011.
2. Direct the City Clerk to adjourn the regular meeting on February 15, 2011 for lack of a quorum.
3. Direct the City Clerk to set a new special City Council meeting date for February 14, 2011, 6:00pm, and provide appropriate notices as required by RCW 42.30.080.

ATTACHMENTS

None

MAYOR'S COMMENTS

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

Bill No.

d/A 4B

Date:

February 1, 2011

Subject:

Excused Absence Request
Councilmember Beth Munns

FROM: Jim Slowik
Mayor

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

 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney as to form

PURPOSE

The purpose of this agenda bill is to present and approve Councilmember Beth Munns' excused absence request from the February 14, 2011 City Council meeting.

AUTHORITY

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

SUMMARY STATEMENT

Councilmember Munns has submitted an excused absence request since she will not be able to attend the February 14, 2011 City Council meeting.

STANDING COMMITTEE REPORT

N/A

RECOMMENDED ACTION

Approve Councilmember Beth Munns' excused absence from the February 14, 2011 City Council meeting.

ATTACHMENTS

None

MAYOR'S COMMENTS

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

Bill No. 5
Date: February 1, 2011
Subject: SE Pioneer Way Reconstruction
Construction Management Agreement

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

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

 Jim Slowik, Mayor
 Paul Schmidt, City Administrator
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, approved as to form

PURPOSE:

This agenda bill requests approval of an agreement with KBA Construction Management for construction management services on the SE Pioneer Way Reconstruction project in the amount of \$634,100.

AUTHORITY

The authority to enter into agreements for improvements or use of real property is granted to the City of Oak Harbor under RCW 35A.11.020.

SUMMARY STATEMENT

Reconstruction of SE Pioneer Way will result in the replacement of 2,400 linear feet of roadway from SE Pioneer Way between City Beach Street and Midway Boulevard. The reconstruction will replace pavement, sidewalks and appurtenances from building face to building face. The work includes the underground conversion of overhead power and telecommunications facilities, the installation of approximately 500 linear feet of 12-inch sanitary sewer and pipe bursting of approximately 1,200 feet of 12-inch sanitary sewer.

City staff is recommending that a construction management company be used on this project because of the scope of the work to be completed and the limited amount of time to get it accomplished. A construction management company can support the City through their experience on similar projects. In particular, the selected construction management company, KBA, has proposed to prepare a written construction management plan for the SE Pioneer Way Reconstruction project. The plan will outline the rolls and responsibilities of all parties, indicate a chain of communications and outline a proposed schedule of work to be completed.

Further, KBA will assist the City by providing an inspector and administrative assistant specifically for this project. The inspection staff will provide day to day assurance that all materials and workmanship are installed in compliance with the plans, project manual and WSDOT standards. The administrative assistant will provide record keeping on all change orders, requests for information, payments and payroll monitoring. The paperwork will be organized in both hard copy and electronic formats.

KBA will also provide a Construction Manager for the project that will assist with technical aspects of construction ranging from approval of materials to resolving problems with accessibility. The Construction Manager will also review contractor scheduling, prepare pay estimates, and support inspection staff when needed.

The construction management team will be comprised of member of both KBA and the City. The structure will be as follows:

Larry Cort – Project Specialist – will provide overall project management and direct communications and information. Mr. Cort will review pay requests and track the financial progress of the project. Mr. Cort Will be the primary contact for public information on the project and will direct efforts of extended outreach.

Joe Stowell – Project Engineer – will provide field support for the construction management team. Day to day decisions regarding construction will be processed by Joe to keep the project on schedule.

David Mohler – Construction Manager, KBA – will provide engineering support in the form of submittal review, processing of requests for information and change orders and review of the contractors schedule. Mr. Mohler will also host a weekly construction meeting with the contractor.

Daniel Leftwich – Inspector, KBA – will provide daily inspection of construction. Mr. Leftwich will provide daily field reports indicating the progression and acceptance of work.

Jennifer Smiley – Administrative Assistant, KBA – will provide document management for the entire construction project. This will include processing pay requests by the contractor, document control, maintain meeting agendas and notes, and help distribute monthly progress reports.

EnviroIssues – KBA will be subcontracting with EnviroIssues to provide extended communication outreach in support of the City's communication efforts. The extended outreach is intended to go beyond what would be normally be undertaken by the city as part of a public works project. This concept of extended outreach is shown in the attached project communication and management structure figure. The extended outreach portion of the communication strategy is intended to provide the greater Oak Harbor community with information about to the SE Pioneer Way Reconstruction project. Efforts directly supported with

the assistance of the EnviroIssues staff includes updates to the project blog, newsletters, pamphlets and design of construction signage that will help the community navigate through the construction area. EnviroIssues will be attending weekly project meetings to obtain current, relevant information on construction to relay on to the public.

Amount of contract: The contract has a maximum not to exceed limit of \$634,100. The hourly not to exceed limit on the EnviroIssues scope is \$80,000. Included in the total hourly not to exceed fee structure is a management reserve of \$50,000. As stipulated in the contract the management reserve is for work not included in the defined scope of work and is intended as a convenience to the City. From the project funding plan, \$511,000 was slated for Construction Management and with \$150,000 as the target for extended outreach. The management reserve is included in the contingency fund line item.

Funding: The funding for the project was established by Resolution 10-16, passed and approved by the City Council at their June 15, 2010 meeting. The following tables detail the funding sources for this project and the comparison of the actual versus estimated project costs.

Source	Amount
Wastewater	\$ 1,000,000.00
Stormwater	\$ 650,000.00
REET 1	\$ 2,500,000.00
REET 2	\$ 3,000,000.00
Island County Economic Development Grant	\$ 1,000,000.00
Water	\$ 200,000.00
Total	\$ 8,350,000.00

	90% Opinion of Cost	Final Engineer's Estimate	Contract Prices
Right of Way (approximate)	\$ 150,000		\$ 150,000
Community Outreach Preconstruction (enviroissues)	\$ 94,000		\$ 94,000
Design Fee (Per teet)	\$ 760,592		\$ 760,592
<i>subtotal</i>	\$1,004,592		\$1,004,592
Roadway and City Utilities Reconstruction	\$4,143,900	\$ 4,009,146	\$ 2,980,899
parking alternate	\$ 135,622	\$ 138,772	\$ 117,357
Overhead Utility Undergrounding	\$1,063,298	\$ 1,443,408	\$ 1,443,408 ¹
inspection/testing	\$ 75,000		\$ 23,012
surveyor	\$ 128,000		\$ 105,610 ²
Construction Management	\$ 511,000		\$ 504,100 ³
other	\$ 185,000		\$ 185,000 ⁴
Public Art (1% of project)	\$ 80,000		\$ 80,000
Contingency @ 9%	\$ 575,000		\$ 450,000 ⁵
<i>subtotal</i>	\$6,896,820		\$5,889,386
Extended Outreach			
Enviroissues	\$ 150,000		\$ 80,000 ⁶
other (COC or other, approximate)	\$ 170,000		\$ 170,000 ⁷
direct costs (approximate)	\$ 74,500		\$ 50,000 ⁸
<i>subtotal</i>	\$394,500		\$300,000
total project cost	\$8,295,912		\$7,193,978

NOTES:
1) includes conduit trenching performed by contractor PLUS costs paid to PSE under separate SCH 74 agreement
2) includes both contracts for pre-construction and construction survey work
3) Includes only NTE limit on KBA Contract-- Contract value is \$634,100 = 504,100(KBA)+ 50,000(MR)+ 80,000(EI), see notes 4 and 5
4) includes city costs for the project, ie office space, equipment, permit fees, city direct cost
5) includes 10% of construction cost as contingency, 10% management reserve on KBA contract and approximately \$50k for engineering design services during construction
6) work scope and fee is included with KBA contract
7) work and value is to be determined
8) value is reduced to reflect reduction in outreach effort

Selection process: In accordance with Oak Harbor Municipal Code 2.350, requests for Qualifications (RFQs) were sent to four construction management companies listed on the Municipal Research Services Center of Washington (MRSC) roster. Applicants were asked to submit their qualifications by December 14, 2010 and encouraged to highlight their experience on similar projects. KBA, Inc, has been selected by City staff as the most qualified applicant for this project based on their history and experience on similar projects and their specific approach to this project.

Justification: Current City staffing levels do not support the level of attention needed for the reconstruction of SE Pioneer Way. Due to the limited duration of the project, City staff recommends hiring a temporary construction management company to support city staff in the management of the project.

STANDING COMMITTEE REPORT

This project was presented to the Public Works Standing Committee at the January 6, 2011, meeting.

RECOMMENDED ACTION:

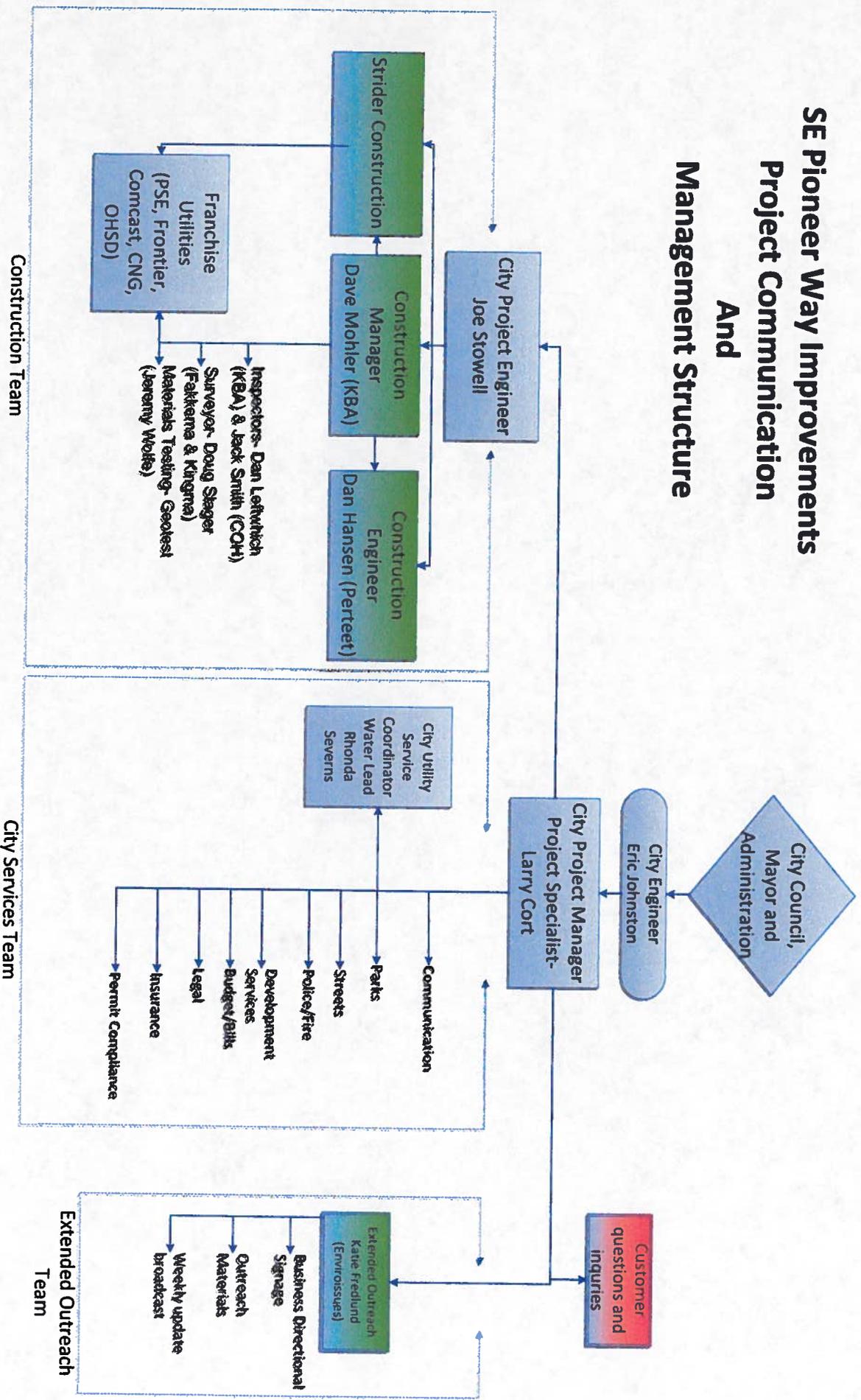
Authorize the Mayor to sign the Contract with KBA Construction Management for services with a not to exceed limit of \$634,100.

ATTACHMENTS:

Organizational Chart for Project
Contract

MAYOR'S COMMENTS:

SE Pioneer Way Improvements Project Communication And Management Structure



02



**CITY OF OAK HARBOR
CONSULTANT AGREEMENT
WITH KBA, Inc.**

PROJECT TITLE: SE Pioneer Way Reconstruction

PROJECT COMPLETION DATE: December 31, 2011

MAXIMUM AMOUNT PAYABLE: \$634,100

TABLE OF CONTENTS

CONSULTANT CONTRACT

I.	INSTRUCTIONS	1
II.	CONSULTANT INFORMATION	1
III.	PROJECT INFORMATION	1
IV.	ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT	1
V.	INTRODUCTION.....	2
VI.	GENERAL DESCRIPTION OF WORK	2
VII.	SCOPE OF WORK	2
VIII.	PAYMENT.....	2
IX.	CERTIFICATION OF THE CONSULTANT AND THE CITY	3
X.	COMPLETE AGREEMENT	3
XI.	GENERAL REQUIREMENTS	3
XII.	EXECUTION AND ACCEPTANCE	3

GENERAL REQUIREMENTS

1.	MISCELLANEOUS PROVISIONS.....	1
2.	TIME FOR BEGINNING AND COMPLETION.....	1
3.	SUBCONTRACTING	1
4.	EMPLOYMENT.....	2
5.	NONDISCRIMINATION.....	2
6.	TERMINATION OF AGREEMENT	4
7.	CHANGES OF WORK	5
8.	DISPUTES	5
9.	VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION.....	5
10.	LEGAL RELATIONS AND INSURANCE	5
11.	INDEMNIFICATION REQUIREMENTS	6
12.	INSURANCE	6
13.	EXTRA WORK.....	8
14.	ENDORSEMENT OF PLANS.....	8
15.	EQUAL OPPORTUNITY	9

EXHIBITS

EXHIBIT A-11
CERTIFICATION OF CONSULTANT1
CERTIFICATION OF CITY OFFICIAL1

EXHIBIT A-23
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,3
AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS3

EXHIBIT B.....4
SCOPE OF WORK (ADD ON)4

EXHIBIT C.....5
PAYMENT (NEGOTIATED HOURLY RATE PLUS COSTS).....5

EXHIBIT D-18
CONSULTANT FEE DETERMINATION - SUMMARY SHEET8

EXHIBIT D-29
CONSULTANT FEE DETERMINATION - SUMMARY SHEET9
(SPECIFIC RATES OF PAY).....9

EXHIBIT F10
PAYMENT UPON TERMINATION OF AGREEMENT BY CITY.....10
OTHER THAN FOR FAULT OF THE CONSULTANT10

EXHIBIT G-111
SUBCONSULTANT FEE DETERMINATION -- SUMMARY SHEET11

EXHIBIT G-212
BREAKDOWN OF SUBCONSULTANT'S OVERHEAD COST12

**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: KBA, Inc.

Address: 11000 Main Street, Bellevue, WA 98004

Telephone/Fax No.: 425-455-9720 / 425-455-9732

Federal ID No.: 91-1581416

Do you require a 1099 for the IRS? No

III. PROJECT INFORMATION

Project Title: SE Pioneer Way Reconstruction

Project Description: Reconstruction of approximately 2,400 linear feet of roadway within seven downtown business district blocks, replacing pavement, sidewalks, and appurtenances from building face to building face. Please see Scope for expanded project description.

Project Completion Date: 12/31/11

Maximum Amount Payable: \$634,100

Progress Payments: Monthly

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

Exhibit D-3 - KBA Budget Spreadsheet; Exhibit D-4 - Breakdown of Overhead Cost
Exhibit G-3 - EnviroIssues Scope of Services

86

AGREEMENT

V. INTRODUCTION

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

WITNESSETH THAT:

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

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

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

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

VI. GENERAL DESCRIPTION OF WORK

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

VII. SCOPE OF WORK

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

VIII. PAYMENT

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT on the basis of a negotiated hourly rate plus costs as provided in Exhibit "C" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit "B" attached hereto and by this reference made part of this AGREEMENT; except for out of pocket costs as identified in Exhibit "C".

IX. CERTIFICATION OF THE CONSULTANT AND THE CITY

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

X. COMPLETE AGREEMENT

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

XI. GENERAL REQUIREMENTS

The General Requirements for Consulting Contract, on file in the City Clerk's Office at Oak Harbor City Hall, a copy of which is attached hereto, shall apply to this AGREEMENT except as modified in this Section XI (General Requirements). The CONSULTANT has assured that the attached copy of the General Requirements conforms to the set filed in the City Clerk's Office. Item 2 of Section 12.D is revised to read: "The CONSULTANT shall provide the CITY with a copy of the insurer's cancellation notice via facsimile, within two business days of receipt."

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  1-12-2011
Consultant: KBA, Inc.

By _____
Agency: _____
Principal

I, Kristen A. Betty, 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: 1-12-2011


By Kristen A. Betty

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.~~ WJ 1-26-2011

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 Construction Management profession in the State of Washington.

~~Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then~~ WJ 1-26-2011
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).

I. 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 (c.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. ENG-08-07

I hereby certify that I am Kristen A. Betty a duly authorized representative of the firm of KBA, Inc. whose address is 11000 Main St, Bellevue, WA 98004 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.

1-12-2011
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.

1.12.2011
Date

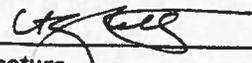

Signature

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): KBA, Inc.

1-12-2011
Date



President or Authorized Official or
Consultant Signature

200106

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

Project No. ENG-08-07

See attached documents furnished by the Consultant

EXHIBIT B
SCOPE OF SERVICES
Construction Management Services
for
SE Pioneer Way Reconstruction

KBA (Consultant) will provide Construction Management (CM) services to the City of Oak Harbor (Client), for the Project known as **SE Pioneer Way Reconstruction**. These services will include consultation, contract administration, field observation, documentation, and public outreach, as required during the construction of the Project, as detailed below.

Project Description: Reconstruction of approximately 2,400 linear feet of roadway within seven downtown business district blocks, replacing pavement, sidewalks, and appurtenances from building face to building face. The work includes the underground conversion of overhead power and telecommunications facilities, the installation of approximately 500 linear feet of 12-inch sanitary sewer, and pipe bursting of approximately 1,200 feet of 12-inch sanitary sewer. Additional work includes, but is not limited to, warm mix asphalt paving, concrete curb gutter and sidewalks, traffic control, fire hydrants installation, water service line installation, storm drainage water quality facilities, illumination and signal modifications, temporary erosion and sediment control, property restoration, and landscaping. This project is a GreenRoads Pilot Project that will require extra documentation.

I. CONSTRUCTION MANAGEMENT SERVICES

A. Project Management

1. Provide overall project management, coordination with the Client, monthly progress reports, and invoicing. This effort will include the following elements.
 - a. Day-to-day project management: liaison with Client on a regular basis to discuss Project issues and status. Decide on best modes and frequency of communication with the Client and Designer, and use them.
 - b. Manage CM Team, comprised of Consultant's staff and subconsultants. Organize and layout work for Project staff. Prepare project instructions on contract administration procedures to be used during construction.
 - c. Review monthly expenditures and CM team scope activities. Prepare and submit to Client, invoices and progress report describing CM services.

Deliverables

- Monthly invoices and progress reports delivered by the 15th of each month

B. Preconstruction Services

1. Review Contract Documents to familiarize team with project requirements.
2. Prepare a Construction Management Plan (CM Plan) for the project. The CM Plan will be developed based on the Consultant's boilerplate document, and modified to adapt to and include Client practices and funding agency requirements, including forms to be used on the project. Submit to Client for review and comment, and finalize based on those comments. The CM Plan will cover at least the following:
 - a. Communication and coordination between the CM Team, Designer, Client and other stakeholders
 - b. Project procedures and forms
 - c. Document control system

108

3. Organize and lead preconstruction conference
 - a. Prepare and distribute notices.
 - b. Prepare agenda
 - c. Conduct the meeting
 - d. Prepare and distribute meeting notes to attendees and affected agencies
4. Provide one set of preconstruction photographs.

Deliverables

- Construction Management Plan, draft will be delivered by February 1, 2011, and the final by February 15, 2011
- Preconstruction Conference Notice, Agenda will be delivered by the week of February 7, 2011, and Notes by the week of February 14, 2011
- Preconstruction photos, digital files on CD/DVD will be delivered by March 1, 2011

C. Construction Services – Contract Administration

1. Liaison with the Client, construction contractor, designer, appropriate agencies, property owners, and utilities.
2. Provide the Client with brief monthly construction progress reports, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope.
3. Schedule Review.
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and require revised schedules when needed. Advise Client of schedule changes.
 - c. Prepare as-built schedule, using information from daily construction reports and other information.
4. Progress meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including Client pre-briefing, and preparing weekly meeting agenda and meeting notes, and distributing copies to attendees. Track outstanding issues on a weekly basis.
5. Update CM Plan as needed to reflect changes in policy and/or procedure that occur during the Project, and orient CM Team to the changes.
6. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
7. Record of Materials. Provide Record of Materials indicating anticipated material approvals, material compliance documentation, and materials testing requirements. Maintain records of material compliance documentation received, and advise of any known deficiencies.
8. Manage RFI (request for information) process. Track and review/evaluate, or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
9. Change management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
10. Monthly Pay Requests. Prepare monthly requests for payment and/or review payment requests submitted by the construction contractor. Review with Client and construction contractor, and recommend approval, as appropriate.
11. Evaluate construction contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
12. Assist the Client in the investigation of malfunctions or failures during construction.

109

13. **Public Information.** Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletters, as needed for public outreach. See Scope of Services for Subconsultant EnviroIssues in Exhibit G-3 of this Agreement.
14. **Record drawings.** Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies, and other items, as encountered by the CM team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
15. **Document Control.** Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. One hard copy of files will be kept in the project field office.
 - b. Electronic documentation will be stored in a Project Website, using SharePoint software, managed and hosted by the Consultant. The Client will be provided with up to 2 licenses for using the SharePoint website during the Project. KBA will provide one training session each for client and construction contractor users of the SharePoint system.
16. **Project Closeout.** Prepare Certificates of Substantial (including punch list), Physical, and Final Completion. Prepare final pay estimate.
17. **Final Records.** Compile and convey final project records, transferring to the Client for archiving at final acceptance of the Project. Records will consist of hard copy originals, and electronic records on CD/DVD.

Deliverables

- Monthly Construction Progress Reports to be delivered by the 15th of each following month
- Schedule review comments - delivery to be ongoing as needed
- As-built schedule at project completion to be delivered at project completion
- Final Meeting agendas and notes to be delivered within 7 days of each meeting
- Submittal log – updates to be sent weekly. Final Submittal log sent at completion of the project.
- Record of Materials to be submitted as part of Submittal log
- RFI log delivery to be ongoing as submitted
- Change Order(s) delivered as needed
- Progress pay requests delivered monthly as coordinated with the Contractor
- Certificates of Completion and punch list(s) – Substantial Completion associated with punch list, then final Certificate of Occupancy will be issued upon Completion
- Final records – electronic and hard copies to be delivered 30 days after final Certificate of Occupancy

D. Construction Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the Client of any non-conforming work observed during site visits.
3. Prepare daily construction reports, recording the construction contractors' operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
4. Interpret Contract Documents, in coordination with Designer **AND CITY ENGINEER.**

110

1-26-2011

5. Decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized as detailed in the CM Plan.
11. Punch list. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Coordinate the testing lab retained by the Client to perform materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

- Daily Construction Reports with project photos – submitted on a weekly basis with direct Client access via the Sharepoint site
- Punch List, Certificate of Substantial Completion - Substantial Completion associated with punch list, then final Certificate of Occupancy will be issued upon Completion
- Test reports to be delivered 30 days after the Certificate of Completion

E. Assumptions

1. Budget

- a. Staffing levels are anticipated in accordance with the attached budget estimate. A certain amount of overtime has been figured into the budget to use, if needed, during peak construction activities. Supplemental assistance may be needed depending upon construction contractor's activities (number of crews and shifts).
- b. The level of effort in accomplishing the scope items is limited to the pre-approved budget. Consultant will not exceed the approved budget without prior approval by the Client. A Management Reserve has been established for this project and will only be used after receiving authorization from the Client. Consultant services are budgeted from February 4, 2011 through December 23, 2011, including time allotted for project setup and closeout. Should further services be required, or should the construction contract run longer than September 2, 2011, the Client and Consultant will negotiate a supplement to this Agreement.
- c. The Client will provide a construction office, and will reimburse Consultant for all incidental office costs, including lease and/or rental of equipment, utilities, and insurance. Costs are based on a 10-month lease, with a subsequent option for a month to month rental. If the office is actually occupied for a shorter period than stated in the lease/rental agreement, Client will nevertheless reimburse Consultant for all fixed costs based on a specified agreement period.
- d. The budget allocations shown on Exhibit D are itemized to aid in project tracking purposes only. The budget may be transferred between tasks or people, or between

111

labor and expenses, provided the total contracted amount is not exceeded without prior authorization.

- e. The budget assumes that KBA's standard forms, logs, and processes will be used on the project SharePoint site. Any customization to meet specialized client requirements will be Extra Work.

2. Items and Services Client will provide

- a. Meeting arrangements and facilities for pre-bid and preconstruction meetings.
- b. Field office, including:
- i. workstations (desk, chair, and storage) for 3 person staff
 - ii. conference table and chairs
 - iii. landline telephone for each full-time assigned staff [or IP phone system]
 - ~~iv. combination printer/copier/scanner machine with these capabilities: 44x17 size, color,~~
 - v. hi-speed data connection (minimum 2-GB upload speed)
 - vi. miscellaneous office supplies
 - vii. utilities and sanitary facilities
- c. Retain Engineer of Record for shop drawing review, RFI's, design changes, and final record drawings.
- d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
- e. Construction survey. Provide survey and staking that is not already assigned to the construction contractor. Specifically: project control, one time; and construction staking.

Log 1-26-2011

3. Scope

- a. The SharePoint tool being used on this project is proprietary to KBA, Inc., and may not be used by any other party, or on any other project, without the written permission and involvement of KBA.
- ~~b. If Consultant's Scope of Services includes Constructability Review of design documents, such review will be for constructability, for general conformance with the design concept and for contradictions and inconsistencies between the various parts of the design documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, or gauges, fabrication processes, and will not include quantity takeoffs.~~
- c. Consultant will provide observation services for the days/hours that their Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
- d. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractors' performance, and it is understood that Consultant shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
- e. Definitions and Roles. The use of the term "inspect" in relation to KBA services is synonymous with "construction observation"; and reference to the "Inspector" role is synonymous with "Field Representative", and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being

Log 1-26-2011

112

performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector, who provides a certified inspection report in accordance with an established standard.

- f. Because of the prior use of the project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials, in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
- g. ~~Review of Shop Drawings and other construction contractor submittals is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions and inconsistencies, nor is it intended to relieve the construction contractor of their full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, or gauges, fabrication processes, construction means or methods, or coordination of the work with other trades, all of which are the sole responsibility of the construction contractor. Review of a specific item will not indicate that the Consultant has reviewed the entire assembly of which the item is a component.~~
- h. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- i. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractors' schedules, is for the purpose of estimating number of days to complete a project, and for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- j. Consultant is not responsible for any costs, claims, or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- k. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- i. Because data stored on electronic media can deteriorate undetected or can be modified without KBA's knowledge, Client agrees that KBA will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files.

UJ 1.26.2011

II. OPTIONAL SERVICES

113

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget. Potential Optional Services include:

- A. Restaking and/or changes to the one-time control and construction staking, as design changes or stakes or monuments are interfered with by construction contractor.
- B. Provide administrative and support services during construction which are not included in the above scope of services, which may include:
 - 1. Investigations, meetings, and negotiations with the construction contractor involving claims and legal complaints, or a significant amount of defective or rejected work. A "significant amount" would be an item that might represent more than 2.5 percent of the total contract bid amount.
 - 2. Additional work resulting from delinquency or insolvency of the construction contractor; or as a result of damage to the construction Project caused by fire, flood, earthquake or other acts of God, all exclusive of additional work resulting from litigation.
 - 3. Additional work resulting from strikes, walkouts, or other acts of trade or labor unions or work required to resolve disputes or goals involving minorities. Additional work resulting from significant delays or acceleration of the work by the construction contractor.
 - 4. Assistance to legal, financial, or other consultants engaged by the Client beyond the services previously described.
 - 5. Additional services resulting from changes in scope or design of the Project due to circumstances beyond the Consultant's control. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing.
- C. Prepare additional copies of approved drawings, specifications, and other contract documents, either for bidding purposes, or as requested by the Client.
- D. Provide record drawings.
- E. Drafting of Procedures, or Operations and Maintenance Manual(s).

114

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.

81117

**EXHIBIT D-1
CONSULTANT FEE DETERMINATION - SUMMARY SHEET**

Project: SE Pioneer Way Reconstruction

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
<u>K. Adams</u>	<u>196</u>		<u>\$69.50</u>		<u>\$ 13,622</u>
<u>Dave Mohler</u>	<u>1,548</u>		<u>\$45.50</u>		<u>\$ 70,434</u>
<u>Dan Leftwich</u>	<u>1,489</u>		<u>\$36.00</u>		<u>\$ 53,597</u>
<u>Jennifer Smiley</u>	<u>1,666</u>		<u>\$26.00</u>		<u>\$ 43,311</u>
<u>Kelly Clark</u>	<u>40</u>		<u>\$31.75</u>		<u>\$ 1,270</u>
<u>Deborah Ottum</u>	<u>10</u>		<u>\$37.50</u>		<u>\$ 375</u>
<u>Sean Mabin</u>	<u>8</u>		<u>\$33.65</u>		<u>\$ 269</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>
<u> </u>	<u> </u>		<u> </u>		<u>\$</u>
			Total DSC =		<u>\$ 182,878</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 127.84 % x \$ 182,878 = \$ 233,791

Fixed Fee (FF):

FF Rate x DSC of 35.00 % x \$ 182,878 = \$ 64,006

Reimbursables:

Itemized \$ 23,425

Subconsultant Costs (See Exhibit "G"):

\$ 80,000

Grand Total

\$ 584,100

Prepared by K.W. Adams

Date 1-7-2011

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

Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @127.84%	Profit @35.00%	Rate Per Hour
<u>Project Manager (M2)</u>	<u>\$69.50</u>	<u>\$88.85</u>	<u>\$93.83</u>	<u>\$182.68</u>
<u>Resident Engineer (E5)</u>	<u>\$45.50</u>	<u>\$58.17</u>	<u>\$61.43</u>	<u>\$119.59</u>
<u>Inspector (P4)</u>	<u>\$36.00</u>	<u>\$46.02</u>	<u>\$48.60</u>	<u>\$94.62</u>
<u>Project Admin. (P3)</u>	<u>\$26.00</u>	<u>\$33.24</u>	<u>\$35.10</u>	<u>\$68.34</u>
<u>Project Specialist (P4)</u>	<u>\$31.75</u>	<u>\$40.59</u>	<u>\$42.86</u>	<u>\$83.45</u>
<u>Contracts Admin. (A5)</u>	<u>\$37.50</u>	<u>\$47.94</u>	<u>\$50.63</u>	<u>\$98.57</u>
<u>Projects Specialist (A4)</u>	<u>\$33.65</u>	<u>\$43.02</u>	<u>\$45.43</u>	<u>\$88.45</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>	<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> </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>	<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>

Exhibit D-4

Breakdown of Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	3,458,188.00	100.00%
Overhead Expenses:		
FICA	417,121.00	12.06%
Unemployment	46,960.00	1.36%
Health/Accident Insurance	398,699.00	11.53%
Medical Aid & Industrial Insurance	14,061.00	0.41%
Holiday/Vacation/Sick Leave	542,740.00	
Commission/Bonus/Pension	377,993.00	10.93%
Total Fringe Benefits	1,797,574.00	51.98%
General Overhead:		
State B&O Taxes	175,127.00	5.06%
Insurance	91,091.00	2.63%
Administration & Time Not Assignable	1,680,991.00	48.61%
Printing, Stationery & Supplies	26,808.00	0.78%
Professional Services	20,776.00	0.60%
Travel Not Assignable	63,495.00	1.84%
Telephone & Telegraph Not Assignable	40,291.00	1.17%
Fees, Dues & Professional Meetings	23,706.00	0.69%
Utilities & Maintenance	13,445.00	0.39%
Professional Development	79,241.00	2.29%
Rent	137,678.00	3.98%
Equipment Support	105,468.00	3.05%
Office, Miscellaneous & Postage	165,220.00	4.78%
Total General Overhead	2,623,337.00	75.86%
Total Overhead (General + Fringe)	4,420,911.00	127.84%
Overhead Rate (Total Overhead / Direct Labor)	127.84%	

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

City of Oak Harbor
 SE Pioneer Way Improvements Project
 EnviroIssues - Construction Outreach
BUDGET SUMMARY

	2011	Hours	DSC Rate	TOTALS
Staff				
Associate III	\$112.38	90	\$39.00	\$3,510.00
Associate I	\$74.92	551	\$26.00	\$14,326.00
Associate I	\$60.51	264	\$21.00	\$5,544.00
Graphic Designer	\$97.97	53	\$34.00	\$1,802.00
Information Systems Associate I	\$66.27	14	\$23.00	\$322.00
		972		\$25,504.00
Overhead (156.15%)				\$39,824.50
Fixed Fee (32%) on DSC only				\$8,161.28
Total Direct Cost				\$6,510.05
Total Budget				\$79,999.83

124

Exhibit G-2

EnvirolIssues

March 26, 2010

To Whom It May Concern:

Subject: 2008 Overhead Rate

We have recently received approval for a Fiscal Year 2008 negotiated overhead rate of 156.15%. Please see the attached email to me regarding this matter.

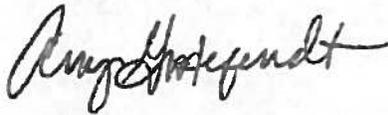
From: Griffith, Rick [mailto:griffitri@wsdot.wa.gov]
Sent: Fri 3/26/2010 6:46 AM
To: Amy Grotefendt
Cc: Jonson, Erik; Roach, Martha; McKeon, Kyle
Subject: RE: EnvirolIssues 2008 Overhead Rate

This e-mail is sufficient documentation as I am the one who approves rates. I will note that we negotiated 156.15% to be used on negotiations which would use FY2008 overhead rate. You can start using this rate now.

Thanx, Rick

Questions may be directed to Rick Griffith at griffitri@wsdot.wa.gov or at 360-705-6839.

Sincerely,
EnvirolIssues



Amy Grotefendt
Principal

125

Exhibit G-2

**EnviroIssues
Overhead Schedule
December 31, 2008**

Description	Trial Balance	Adjustments Amount	Ref.	Accepted Amount	%
Direct Labor Base	<u>\$3,707,023</u>	<u>-\$387</u>	H	<u>\$3,706,636</u>	
Fringe Benefits & Taxes					
FICA & Medicare Tax	\$396,542			\$396,542	10.70%
FUTA Tax	5,187			5,187	0.14%
SUI Tax	23,103			23,103	0.62%
L & I Tax	13,246			13,246	0.36%
Insurance - Medical	289,820			289,820	7.82%
Insurance - Emp. Life & Dis.	1,468			1,468	0.04%
Insurance - Life (Principals)	1,428	-1,428	A	0	0.00%
Employee Morale	20,576	-18,401	C	2,175	0.06%
Employee Bus Passes	40,974			40,974	1.11%
Paid Time Off (vacation)	419,570			419,570	11.32%
Holiday Pay	217,728			217,728	5.87%
401(k) Match	138,510			138,510	3.74%
401(k) Admin Expenses	100			100	0.00%
401(k) Employer Profit Sharing	761,000			761,000	20.53%
Bonuses	864,799			864,799	23.33%
Total Fringe Benefits & Taxes	<u>\$3,194,051</u>	<u>-\$19,829</u>		<u>\$3,174,222</u>	<u>85.64%</u>
General Overhead					
Wages Overhead	\$847,712	-\$3,277	H	\$844,435	22.78%
Wages Bid & Proposal	242,734			242,734	6.55%
Temp. Clerical Support	0			0	0.00%
Professional Development	19,127			19,127	0.52%
Relocation Expense	9,644			9,644	0.26%
Rent	691,852			691,852	18.67%
Off Site Storage	1,599			1,599	0.04%
Utilities - Non-Phone	2,241			2,241	0.06%
Maint/Repairs -Non-Computer	26,642	-7,000	I	19,642	0.53%
Depreciation Expense	11,603			11,603	0.31%
Section 179 Depreciation	173,031	-161,280	J	11,751	0.32%
Amortization Expense	0			0	0.00%
Auto Lease	39,998	-8,345	B	31,653	0.85%
Auto License	620			620	0.02%
Auto Maint. & Repairs	13,680			13,680	0.37%
Insurance - Auto	14,405			14,405	0.39%
Gas - Auto	20,103			20,103	0.54%
Meetings	15,296			15,296	0.41%
Airfare	7,422			7,422	0.20%
Car Rental	25,664			25,664	0.69%

126

Exhibit G-2

**EnviroIssues
Overhead Schedule
December 31, 2008**

Description	Trial Balance	Adjustments Amount	Ref.	Accepted Amount	%
Lodging	15,169	-3,464	C	11,705	0.32%
Meals - Travel	1,460			1,460	0.04%
Mileage	7,893			7,893	0.21%
Parking	30,443			30,443	0.82%
Taxi / Ferry / Train / Tolls	1,819			1,819	0.05%
Advertising (incl. Employment Ads)	824			824	0.02%
Meals - Business	10,125	-10,125	D	0	0.00%
Registrations	18,261			18,261	0.49%
Trade Dues	9,276	-525	E	8,751	0.24%
GSA Industrial Funding Fee	2,224			2,224	0.06%
Delivery	1,676			1,676	0.05%
Postage	5,166			5,166	0.14%
Telephone	36,952			36,952	1.00%
Computer Maintenance	67,210			67,210	1.81%
OnLine Services	19,021			19,021	0.51%
Accounting Fees	12,711	-2,272	F	10,439	0.28%
Bank Charges (Process Fees)	1,305			1,305	0.04%
Business License Expense	6,235			6,235	0.17%
Copying	4,390			4,390	0.12%
Equipment Lease	74,250	-5,665	B	68,585	1.85%
Insurance - Business	28,023			28,023	0.76%
Interest Expense	3,052	-3,052	B	0	0.00%
Legal Expense	2,604			2,604	0.07%
Office Supplies	52,809			52,809	1.42%
Other Professional Services	43,476			43,476	1.17%
Subscriptions	817			817	0.02%
Taxes - City: Seattle/Tacoma	40,897			40,897	1.10%
Taxes - Personal Property	2,548			2,548	0.07%
Taxes - State B&O	147,095			147,095	3.97%
Taxes - Use & Local	0			0	0.00%
Miscellaneous	5,508	-981	G	4,527	0.12%
Total General Overhead	<u>\$2,816,612</u>	<u>-\$205,986</u>		<u>\$2,610,626</u>	<u>70.43%</u>
Total Overhead & Benefits	<u>\$6,010,663</u>	<u>-\$225,815</u>		<u>\$5,784,848</u>	<u>156.07%</u>
Overhead Rate (Less FCC)	162.14%			<u>156.07%</u>	
Facilities Cost of Capital	0.000%	\$3,066		<u>\$3,066</u>	0.08%
				<u>\$5,787,914</u>	
Overhead Rate (Includes FCC)				<u>156.15%</u>	

127

Exhibit G-2

**EnviroIssues
Overhead Schedule
December 31, 2008**

Description	Trial Balance	Adjustments Amount	Ref.	Accepted Amount	%
--------------------	--------------------------	-------------------------------	-------------	----------------------------	----------

References:

- A Key person life insurance unallowable per 48 CFR 31.205-19(a)(2)(vi).
- B Interest costs unallowable per 48 CFR 31.205-20.
- C Travel costs in excess of Federal Travel Regulations unallowable per 48 CFR 31.205-46(a)(2)(i)
- D Entertainment unallowable per 48 CFR 31.205-14.
- E Lobbying costs unallowable per 48 CFR 31.205-22.
- F Excess federal income tax preparation fees unallowable per 48 CFR 31.205-41(b)(1), 48 CFR 31.201-6(d), and WSDOT Overhead Policy.
- G Miscellaneous adjustments by firm.

128

**Exhibit G-3
Envirolssues Scope of Services
Outreach for the SE Pioneer Way Improvements Project**

PROJECT BACKGROUND

The City of Oak Harbor Public Works Department (CLIENT) has been working to ready SE Pioneer Way for conversion from a two-way street to a one-way street as part of a broader downtown streetscape improvement and revitalization effort. Design of the corridor has been underway since early 2009; along the way, input has been gathered that has influenced design of the project, as well as construction planning. The project is now headed to construction in early 2011.

Envirolssues (SUBCONSULTANT) has previously been involved in this Project under a contract with the City, specifically to assist with the input gathering and community outreach effort. The following describes SUBCONSULTANT's scope of services as a subconsultant to KBA during the construction phase of the Project. This scope includes targeted outreach activities to assist with construction outreach, with the goal that businesses and the community understand the reason for the project, have input into the final outcome, and are able to survive and thrive during roadway construction. Under this contract, SUBCONSULTANT will receive direction from the CLIENT. SUBCONSULTANT will give KBA one copy of each deliverable.

APPROACH TO CONSTRUCTION OUTREACH

The approach to community relations for this project is to set realistic public expectations, maintain foot traffic on SE Pioneer Way and minimize surprises. Prior to and throughout construction on SE Pioneer Way, SUBCONSULTANT will work with CLIENT, KBA, and the project team (contractors, consulting engineers) to communicate pre-construction and construction activities to businesses, shoppers, the broader Oak Harbor community, and commuters in the area. SUBCONSULTANT will be a key point of contact providing information to the general public and will track, communicate resolution and respond to community concerns and questions voiced during construction activities.

SPECIFIC CONSTRUCTION OUTREACH ACTIVITIES

SUBCONSULTANT prepared a Construction Outreach Plan for this project as part of their contract with the CLIENT. To achieve the objectives identified in the Construction Outreach Plan, SUBCONSULTANT will conduct the following construction outreach tasks for the SE Pioneer Way Improvements Project:

Task 1: Task Management

- a. Prepare and submit to KBA, short weekly reports on all activities of the prior week (see task 2.a).
- b. Prepare and submit to KBA monthly invoices related to this scope of services, with progress report of work completed during invoice period.

Deliverables under Task 1:

- Weekly and Monthly progress reports and 8 invoices

Task 2: Construction Outreach Activities

- a. **Weekly Construction Meeting Attendance:** Attend weekly construction meetings with the contractor and KBA. SUBCONSULTANT will provide a communications update for the week and track the overall status of project communications.
- b. The SUBCONSULTANT will provide proactive, advance notice of construction activities, as follows:
 - i. **E-mail Alerts:** Based upon weekly construction meetings, SUBCONSULTANT will draft and send timely e-mail alerts to the project listserv (already developed) to inform people about upcoming construction activities and traffic interruptions. E-mail alerts assumed to be

- weekly during construction activities.
- ii. **In-person Outreach:** Based upon weekly construction meetings, SUBCONSULTANT will conduct site-visits and regularly visit the properties affected by construction activities. SUBCONSULTANT will be available for office hours each week, likely on the same day as the weekly construction meeting.
 - iii. **Project Blog:** SUBCONSULTANT will post project materials and regular construction updates on the previously established project blog on a weekly or as needed basis.
- c. **Ongoing construction outreach activities that may be completed on-site or from consultant home office will include:**
- i. **Project Contact Cards:** SUBCONSULTANT will develop contact cards that list the 24-hour construction hotline phone number, project e-mail account and project blog.
 - ii. **24-Hour Construction Hotline and E-mail Account:** SUBCONSULTANT will maintain a 24-hour local construction hotline and e-mail account (and internal tracking) for community concerns. Urgent issues will be forwarded to the appropriate team members to address. Each call/e-mail as well as the response will be logged in the Construction Communications Log.
 - iii. **Project Information Signs:** SUBCONSULTANT will provide content for standard signage, variable message signs (VMS), and specialized signage to help provide information to users of the corridor and visitors to downtown Oak Harbor.
 - iv. **Construction Fliers and Printed Information:** SUBCONSULTANT will create and regularly distribute construction notices (as part of weekly on-site activities) to keep the nearby properties informed of specific construction activities. CONSULTANT will also develop and distribute project fact sheets.
 - v. **Construction Newsletters:** SUBCONSULTANT will produce two newsletters as part of this contract to inform a broader Oak Harbor audience about ongoing construction activities.
 - vi. **Contact and Communications Database:** SUBCONSULTANT will use the developed contact and comment database to track comments, questions and other contact with community members during construction. SUBCONSULTANT will also use the comment database for easy address contact list generation. At the conclusion of SUBCONSULTANT involvement with this project, all data will be exported from this database into format compatible with Microsoft Office products, and provided in spreadsheet format to CLIENT.
 - vii. **Construction Communications Log:** Using the contact/communications database, SUBCONSULTANT will log all communications with the public with description of community concern/question and resolution tracking; CONSULTANT will have log-in to this database, and ability to also log all public communications. Entries will include date and time of each communication as well as contact information, a description of the question or concern, and the steps taken to resolve any issue. SUBCONSULTANT will provide the log at the weekly construction meetings or as necessary. (see Task 2.a).
- d. **Additional activities at the start of construction may include:**
- i. **Staffing of On-site Office Open House at start of construction (invitations and coordination assumed to be led by CLIENT)**
 - ii. **Readying of on-corridor office with public outreach materials**
- e. **At conclusion of construction, the SUBCONSULTANT will provide the following service:**
- i. **Public Outreach Summary:** Upon completion of construction, SUBCONSULTANT will prepare a final public outreach summary and overview of the outreach approach.

Deliverables under Task 2:

- Project contact card
- E-mail alerts; up to 32
- Blog updates; up to 32
- Construction fliers; up to 32
- Project fact sheet; one (1) and two (2) updated versions
- Project newsletters; two (2)
- Weekly communications report; up to 32
- Public Outreach Summary

GENERAL PROJECT ASSUMPTIONS

- Activities outlined within this scope of services are assumed to be implemented between February 1 and September 30, 2011, for a total contract duration of 8 months.
- The SUBCONSULTANT will work collaboratively with City of Oak Harbor staff/project manager, in addition to KBA and other Consultants/contractors, to complete the scope of work. To create work products, especially those being disseminated to the public, SUBCONSULTANT will work with Project Manager and other team members to ensure accuracy of information prior to distribution.
- Each work product will go through one review with the CLIENT via one conference call to resolve comments.
- Invoices will be submitted to CONSULTANT on a monthly basis.
- SUBCONSULTANT will be available on-site in Oak Harbor for one day per week, with up to one additional day per month (total of five days per month). SUBCONSULTANT will be provided office space at the project site. (Activities completed on weekly basis from on-site office are noted under items 2 a., b., and distribution noted in c. iv.)
- Related to direct costs:
 - no direct-buy display or online advertising is included in this scope of work or associated budget;
 - all direct costs related to mailings, including printing and postage required are assumed to be billed directly to CLIENT; any direct costs for construction outreach/marketing mechanisms are assumed to be billed directly to CLIENT, with SUBCONSULTANT coordination assistance.
 - Direct costs included in the budget of this Subconsultant Agreement are for a construction hotline, online database, mileage, parking, ferry expenses and in-house printed copies of project materials.

City of Oak Harbor
City Council Agenda Bill

Bill No. 6
Date: February 1, 2011
Subject: SE Pioneer Way Reconstruction
Contract Award

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

INITIALED AS APPROVED FOR
SUBMITTAL TO THE COUNCIL BY:



Jim Slowik, Mayor
Paul Schmidt, City Administrator
Doug Merriman, Finance Director
Margery Hite, City Attorney, approved as to form

PURPOSE:

This agenda bill recommends awarding a contract for construction of the SE Pioneer Way Reconstruction project to Strider Construction in the amount of \$3,864,363.27.

AUTHORITY

Oak Harbor Municipal Code Chapter 2.330.010 provides for the contracting for Public Works and Improvements as follows:

Except as otherwise authorized by Chapters 39.04 and 39.28 RCW, or RCW 35.22.620, relating to emergency public works, or other applicable general state law, as now enacted or as hereafter amended, all public works and improvements shall be done by contract pursuant to public notice and call for competitive bids in accordance with this chapter whenever the estimated cost of such public work or improvement, including the cost of materials, supplies, equipment and labor, will exceed the sum of \$30,000 if more than one craft or trade is involved with the public works project, or in excess of \$20,000 if only a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting; provided, the city may use a small works roster pursuant to RCW 35.22.620. It is further provided, that the council may authorize public works construction projects without bid up to the bid limitation in RCW 35.22.620 as now in effect or as hereafter amended.

SUMMARY STATEMENT

On December 7, 2010 Council authorized staff to solicit bids for construction of the SE Pioneer Way Reconstruction project. The contract will result in the reconstruction of 2,400 linear feet of roadway from SE Pioneer Way between City Beach Street and Midway Boulevard. The

reconstruction will replace pavement, sidewalks and appurtenances from building face to building face. The work includes the underground conversion of overhead power and telecommunications facilities, the installation of approximately 500 linear feet of 12-inch sanitary sewer and pipe bursting of approximately 1,200 feet of 12-inch sanitary sewer.

The project was advertised for bidding in the Daily Journal of Commerce and Whidbey New Times. It also appeared online in the Builders Exchange of Washington (www.bxwa.com)

Amount of the Contract: Staff received and opened 6 sealed bids on January 20, 2011. The bid totals are tabulated below:

Contractor	Location	Bid Total
Strider Construction	Bellingham, WA	\$3,864,364.27
ICI Interwest Construction	Burlington, WA	\$3,895,789.83
Plats Plus	Monroe, WA	\$3,947,465.66
Colacurcio Brothers	Blaine, WA	\$4,055,374.93
Krieg Construction	Oak Harbor, WA	\$4,218,797.84
West Coast Construction	Kirkland, WA	\$4,329,070.06

<i>Engineer's Estimate</i>	<i>Oak Harbor, WA</i>	<i>\$5,101,326.92</i>
----------------------------	-----------------------	-----------------------

Staff reviewed the bid prices and is knowledgeable of the qualifications and experience of the low bidder. As listed in the formal bid proposal, a copy of which is attached, the Contractor has met the minimum requirements to be considered a qualified bidder required as part of the bidding documents. It is recommended that a contract in the amount of \$3,864,364.27 be awarded to Strider Construction, who is the lowest responsible and qualified bidder as defined in RCW 39.04.350.

Construction Contingency: Most construction projects involve change orders and modifications to the contract plans. Delays in processing change order requests can result in costly delay claims against the City. To minimize the possibility of delays and the resulting claims, staff requests that the City Engineer be authorized to administratively approve up to \$350,000 approximately 10% of the contract amount, for change orders.

Funding: The funding for the project was established by Resolution 10-16, passed and approved by the City Council at their June 15, 2010 meeting. The following tables detail the funding sources for this project and the comparison of the actual versus estimated project costs.

Source	Amount
Wastewater	\$ 1,000,000.00
Stormwater	\$ 650,000.00
REET 1	\$ 2,500,000.00
REET 2	\$ 3,000,000.00
Island County Economic Development Grant	\$ 1,000,000.00
Water	\$ 200,000.00
Total	\$ 8,350,000.00

		90% Opinion of Cost	Final Engineer's Estimate	Contract Prices	
Project Costs	pre-construction	Right of Way (approximate)	\$ 150,000		\$ 150,000
		Community Outreach Preconstruction (enviroissues)	\$ 94,000		\$ 94,000
		Design Fee (Per teet)	\$ 760,592		\$ 760,592
		<i>subtotal</i>	\$1,004,592		\$1,004,592
	hard construction cost	Roadway and City Utilities Reconstruction	\$4,143,900	\$ 4,009,146	\$ 2,980,899
		parking alternate	\$ 135,622	\$ 138,772	\$ 117,357
		Overhead Utility Undergrounding	\$1,063,298	\$ 1,443,408	\$ 1,443,408 ¹
		inspection/testing	\$ 75,000		\$ 23,012
		surveyor	\$ 128,000		\$ 105,610 ²
		Construction Management	\$ 511,000		\$ 504,100 ³
		other	\$ 185,000		\$ 185,000 ⁴
		Public Art (1% of project)	\$ 80,000		\$ 80,000
		Contingency @ 9%	\$ 575,000		\$ 450,000 ⁵
		<i>subtotal</i>	\$6,896,820		\$5,889,386
	soft construction costs	Extended Outreach			
		Enviroissues	\$ 150,000		\$ 80,000 ⁶
		other (COC or other, approximate)	\$ 170,000		\$ 170,000 ⁷
		direct costs (approximate)	\$ 74,500		\$ 50,000 ⁸
		<i>subtotal</i>	\$394,500		\$300,000
	total project cost		\$8,295,912		\$7,193,978

134

NOTES:
1) includes conduit trenching performed by contractor PLUS costs paid to PSE under separate SCH 74 agreement
2) includes both contracts for pre-construction and construction survey work
3) Includes only NTE limit on KBA Contract-- Contract value is \$634,100 = 504,100(KBA)+ 50,000(MR)+ 80,000(EI), see notes 4 and 5
4) includes city costs for the project, ie office space, equipment, permit fees, city direct cost
5) includes 10% of construction cost as contingency, 10% management reserve on KBA contract and approximately \$50k for engineering design services during construction
6) work scope and fee is included with KBA contract
7) work and value is to be determined
8) value is reduced to reflect reduction in outreach effort

STANDING COMMITTEE REPORT

This item was presented to the Public Works Standing Committee at the January 6, 2011, meeting.

RECOMMENDED ACTION:

Authorize the Mayor to sign a contract with Strider Construction in the amount of \$3,864,364.27 and authorize the City Engineer to approve changes to the contract up to \$350,000.

ATTACHMENTS:

1. Bid Tabulation
2. Contract Form
3. Proposal from Strider Construction

MAYOR'S COMMENTS:

SE Pioneer Way Reconstruction

City of Oak Harbor
 Contract No. ENG 08-07
 Oak Harbor, WA
 January 20, 2011 2:00pm

Bid Summary		ENGINEER'S ESTIMATE (December 2010)		
		1	2	3
		Strider Construction	ICl Interwest Construction	Plats Plus
Schedule A	Roadway	\$ 3,441,793.00	\$ 2,980,899.00	\$ 2,960,871.00
Schedule B	Parking Alternative	\$ 138,772.00	\$ 117,357.00	\$ 113,613.00
Schedule C	Sanitary Sewer	\$ 460,915.18	\$ 288,750.68	\$ 265,369.31
Schedule D	Water Line	\$ 106,439.04	\$ 200,921.08	\$ 203,315.74
Schedule E	Utility Relocation	\$ 953,407.70	\$ 276,435.51	\$ 404,296.61
TOTAL		\$ 5,101,326.92	\$ 3,864,363.27	\$ 3,947,465.66

2

Notes

- 1) Addendum 1 items highlighted in yellow.
- 2) Addendum 2 items highlighted in salmon.
- 3) Totals shown have been corrected for mathematical errors.

SE Pioneer Way Reconstruction

City of Oak Harbor
 Contract No. ENG 08-07
 Oak Harbor, WA
 January 20, 2011 2:00pm

Bid Summary		ENGINEERS ESTIMATE (December 2010)	4	5	6
			Colacurcio Brothers	Krieg Construction	West Coast Construction
Schedule A	Roadway	\$ 3,441,793.00	\$ 3,031,294.30	\$ 3,085,284.95	\$ 3,220,425.00
Schedule B	Parking Alternative	\$ 138,772.00	\$ 123,184.00	\$ 97,419.00	\$ 121,792.00
Schedule C	Sanitary Sewer	\$ 460,915.18	\$ 304,863.82	\$ 513,906.43	\$ 396,004.97
Schedule D	Water Line	\$ 106,439.04	\$ 190,492.40	\$ 234,394.16	\$ 254,287.35
Schedule E	Utility Relocation	\$ 953,407.70	\$ 405,540.41	\$ 287,793.30	\$ 336,560.74
TOTAL		\$ 5,101,326.92	\$ 4,055,374.93	\$ 4,218,797.84	\$ 4,329,070.06

LM

Notes

- 1) Addendum 1 items highlighted in yellow.
- 2) Addendum 2 items highlighted in salmon.
- 3) Totals shown have been corrected for mathematical errors.

Schedule A, Roadway

ENGINEER'S ESTIMATE
(December 2010)

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	1		2		3	
							Strider Construction	ICI Interwest Construction	Strider Construction	ICI Interwest Construction	Plats Plus	EXTENSION
1	Type B Progress Schedule	1-02.6	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Minor Change	1-04.4	EST	1	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00
3	Quality Control Plan	1-05.5	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
4	Environmental Awareness Training Plan	1-07.5	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
5	Noise Mitigation Plan	1-07.5	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
6	SPCC Plan	1-07.15	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
7	Pedestrian Control and Protection	1-07.23	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00
8	Force Account	1-09.6	EST	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
9	Mobilization	1-09.7	LS	1	\$ 320,000.00	\$ 320,000.00	\$ 250,000.00	\$ 250,000.00	\$ 320,000.00	\$ 320,000.00	\$ 250,000.00	\$ 250,000.00
10	Project Temporary Traffic Control	1-10	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 30,000.00	\$ 30,000.00	\$ 4,000.00	\$ 4,000.00	\$ 20,800.00	\$ 20,800.00
11	Traffic Control Supervisor	1-10	LS	1	\$ 63,000.00	\$ 63,000.00	\$ 5,000.00	\$ 5,000.00	\$ 24,000.00	\$ 24,000.00	\$ 12,000.00	\$ 12,000.00
12	Flaggers and Spotters	1-10	HR	5,800	\$ 40.00	\$ 224,000.00	\$ 34.00	\$ 190,400.00	\$ 43.00	\$ 240,800.00	\$ 40.00	\$ 224,000.00
13	Clearing and Grubbing	2-01	AC	0.3	\$ 10,000.00	\$ 3,000.00	\$ 1,000.00	\$ 300.00	\$ 9,000.00	\$ 2,700.00	\$ 14,000.00	\$ 4,200.00
14	Roadside Cleanup	2-01	EST	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
15	Removal of Structure and Destruction	2-02	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 4,000.00	\$ 4,000.00	\$ 13,000.00	\$ 13,000.00
16	Removing Miscellaneous Traffic Item	2-02	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 700.00	\$ 700.00	\$ 1,100.00	\$ 1,100.00
17	Removing Asphalt Concrete Pavement	2-02	SY	720	\$ 10.00	\$ 7,200.00	\$ 2.50	\$ 1,800.00	\$ 2.75	\$ 1,980.00	\$ 6.00	\$ 4,320.00
18	Removing Cement Concrete Pavement	2-02	SY	1,500	\$ 15.00	\$ 22,500.00	\$ 4.00	\$ 6,000.00	\$ 4.80	\$ 6,900.00	\$ 4.00	\$ 6,000.00
19	Removing Cement Concrete Sidewalk	2-02	SY	3,800	\$ 12.00	\$ 45,600.00	\$ 7.00	\$ 26,600.00	\$ 4.80	\$ 18,240.00	\$ 3.00	\$ 11,400.00
20	Removing Cement Concrete Curb and Gutter	2-02	LF	4,800	\$ 4.00	\$ 19,800.00	\$ 2.00	\$ 9,800.00	\$ 2.80	\$ 13,720.00	\$ 2.00	\$ 9,800.00
21	Pulverize Bituminous Pavement	2-02	SY	11,000	\$ 5.00	\$ 55,000.00	\$ 0.75	\$ 8,250.00	\$ 1.80	\$ 17,800.00	\$ 4.00	\$ 44,000.00
22	Sawcutting	2-02	LF	3,000	\$ 5.00	\$ 15,000.00	\$ 2.00	\$ 6,000.00	\$ 3.75	\$ 11,250.00	\$ 0.10	\$ 300.00
23	Hazardous Material Handling and Disposal	2-02	EST	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
24	Including Haul	2-02	CY	200	\$ 15.00	\$ 3,000.00	\$ 10.00	\$ 2,000.00	\$ 10.50	\$ 2,100.00	\$ 15.00	\$ 3,000.00
25	Unstable Foundation Excavation Including Haul	2-03	CY	5,200	\$ 15.00	\$ 78,000.00	\$ 10.00	\$ 52,000.00	\$ 9.00	\$ 46,800.00	\$ 12.00	\$ 62,400.00
26	Excavation Including Haul	2-03	CY	620	\$ 15.00	\$ 9,300.00	\$ 10.00	\$ 6,200.00	\$ 11.00	\$ 6,820.00	\$ 12.00	\$ 7,440.00

10

Schedule A, Roadway

No.	Item	Reference	Unit	QTY	ENGINEER'S ESTIMATE (December 2010)		1		2		3	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
27	Gravel Borrow Including Haul	2-03	TON	4,700	\$ 16.00	\$ 75,200.00	\$ 12.00	\$ 56,400.00	\$ 7.00	\$ 32,900.00	\$ 11.00	\$ 51,700.00
28	Embankment Compaction	2-03	CY	2,200	\$ 5.00	\$ 11,000.00	\$ 0.50	\$ 1,100.00	\$ 7.00	\$ 15,400.00	\$ 1.70	\$ 3,740.00
29	Waste Management and Demolition	2-03	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
30	Shoring or Extra Excavation Class B	2-09	SF	7,300	\$ 1.00	\$ 7,300.00	\$ 0.10	\$ 730.00	\$ 0.20	\$ 1,460.00	\$ 0.10	\$ 730.00
31	Controlled Density Fill Construction Geotextile for Separation	2-09	CY	2	\$ 110.00	\$ 220.00	\$ 150.00	\$ 300.00	\$ 140.00	\$ 280.00	\$ 110.00	\$ 220.00
32	Crushed Surfacing Top Course	2-12	SY	7,900	\$ 3.00	\$ 23,700.00	\$ 1.35	\$ 10,665.00	\$ 1.25	\$ 9,875.00	\$ 1.30	\$ 10,270.00
33	WMA Cl. 1/2 PG 64-22	4-04	TON	1,400	\$ 20.00	\$ 28,000.00	\$ 40.00	\$ 56,000.00	\$ 22.50	\$ 31,500.00	\$ 26.00	\$ 36,400.00
34	Asphalt Cost Price Adjustment Concrete Class 3000 for Wall Cap	5-04	TON	3,380	\$ 85.00	\$ 285,600.00	\$ 104.00	\$ 349,440.00	\$ 100.00	\$ 336,000.00	\$ 102.00	\$ 342,720.00
35	Pedestrian Handrail	5-04	CALC	1	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00
36	Schedule A Storm Sewer Pipe 4 In. Diam.	6-02	CY	12	\$ 750.00	\$ 9,000.00	\$ 400.00	\$ 4,800.00	\$ 375.00	\$ 4,500.00	\$ 750.00	\$ 9,000.00
37	Schedule A Storm Sewer Pipe 6 In. Diam.	6-19	LF	730	\$ 150.00	\$ 109,500.00	\$ 70.00	\$ 51,100.00	\$ 60.00	\$ 43,800.00	\$ 60.00	\$ 43,800.00
38	Schedule A Storm Sewer Pipe 8 In. Diam.	7-04	LF	210	\$ 60.00	\$ 12,600.00	\$ 16.00	\$ 3,360.00	\$ 15.00	\$ 3,150.00	\$ 19.00	\$ 3,990.00
39	Schedule A Storm Sewer Pipe 12 In. Diam.	7-04	LF	10	\$ 65.00	\$ 650.00	\$ 25.00	\$ 250.00	\$ 60.00	\$ 600.00	\$ 21.00	\$ 210.00
40	Schedule A Storm Sewer Pipe 24 In. Diam.	7-04	LF	10	\$ 65.00	\$ 650.00	\$ 27.00	\$ 270.00	\$ 60.00	\$ 600.00	\$ 24.00	\$ 240.00
41	Schedule A Storm Sewer Pipe 12 In. Diam.	7-04	LF	1,110	\$ 30.00	\$ 33,300.00	\$ 31.00	\$ 34,410.00	\$ 26.00	\$ 28,860.00	\$ 43.00	\$ 47,730.00
42	Ductile Iron Storm Sewer Pipe 12 In. Diam.	7-04	LF	70	\$ 110.00	\$ 7,700.00	\$ 82.00	\$ 5,740.00	\$ 60.00	\$ 4,200.00	\$ 115.00	\$ 8,050.00
43	Catch Basin Type 1	7-04	LF	220	\$ 50.00	\$ 11,000.00	\$ 52.00	\$ 11,440.00	\$ 46.00	\$ 10,120.00	\$ 49.00	\$ 10,780.00
44	Catch Basin Type 1L	7-05	EA	28	\$ 1,000.00	\$ 26,000.00	\$ 1,100.00	\$ 28,600.00	\$ 1,050.00	\$ 27,300.00	\$ 1,040.00	\$ 27,040.00
45	Catch Basin Type 2 48 In. Diam.	7-05	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,250.00	\$ 1,250.00	\$ 1,100.00	\$ 1,100.00
46	Concrete Inlet	7-05	EA	5	\$ 900.00	\$ 4,500.00	\$ 900.00	\$ 4,500.00	\$ 1,000.00	\$ 5,000.00	\$ 670.00	\$ 3,350.00
47	Filler Standard Unit - 4 Ft. x 4 Ft.	7-06	EA	20	\$ 9,600.00	\$ 192,000.00	\$ 11,000.00	\$ 220,000.00	\$ 10,800.00	\$ 216,000.00	\$ 10,000.00	\$ 200,000.00
48	Filler Standard Unit with Recessed Top - 4 Ft. x 4 Ft.	7-06	EA	2	\$ 10,600.00	\$ 21,200.00	\$ 12,500.00	\$ 25,000.00	\$ 12,000.00	\$ 24,000.00	\$ 11,000.00	\$ 22,000.00
49	Filler Standard Unit - 4 Ft. x 6 Ft.	7-06	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 12,500.00	\$ 25,000.00	\$ 12,000.00	\$ 24,000.00	\$ 13,000.00	\$ 26,000.00
50	Filler Sump Unit - 4 Ft. x 4 Ft.	7-06	EA	3	\$ 11,500.00	\$ 34,500.00	\$ 13,500.00	\$ 40,500.00	\$ 13,250.00	\$ 39,750.00	\$ 12,000.00	\$ 36,000.00
51	Filler Sump Unit - 4 Ft. x 6 Ft.	7-06	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00

67

Schedule A, Roadway

No.	Item	Reference	Unit	QTY	ENGINEER'S ESTIMATE (December 2010)			1		2		3	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
53	Silt Fence	8-01	LF	1,000	5.00	5,000.00	1.50	1,500.00	4.00	4,000.00	3.50	3,500.00	
54	ESC Lead	8-01	DAY	175	150.00	26,250.00	1.00	175.00	50.00	8,750.00	80.00	15,750.00	
55	Seeding and Fertilizing by Hand	8-01	SY	670	1.00	670.00	0.80	402.00	0.60	402.00	1.00	670.00	
56	Street Cleaning	8-01	HR	35	300.00	10,500.00	175.00	6,125.00	125.00	4,375.00	95.00	3,325.00	
57	Inlet Protection	8-01	EA	89	89.00	7,921.00	45.00	4,005.00	65.00	5,785.00	55.00	4,895.00	
58	Erosion/Water Pollution Control PSIPE Pyrus calleryana 'Chanticleer' / CHANTICLEER	8-01	EST	1	60,500.00	60,500.00	60,500.00	60,500.00	60,500.00	60,500.00	60,500.00	60,500.00	
59	FLOWERING PEAR PSIPE Bergenia cordifolia 'Winterglow' / WINTERGLOW	8-02	EA	23	475.00	10,925.00	350.00	8,050.00	350.00	8,050.00	540.00	12,420.00	
60	BERGENIA PSIPE Echinidrum x versicolor 'Sulphureum' / SULPHUREUM BARENWORT	8-02	EA	105	10.00	1,050.00	9.00	945.00	10.50	1,102.50	8.00	840.00	
61	PSIPE Geranium macrorrhizum 'Ingwersen's Variety' / INGWERSENS CRANESBILL	8-02	EA	361	10.00	3,610.00	9.00	3,249.00	10.50	3,790.50	11.00	3,971.00	
62	PSIPE Liliopsis muscari 'Majestic' / MAJESTIC LILY TURF PSIPE Nandina domestica Moonbay / MOONBAY HEAVENLY BAMBOO	8-02	EA	214	10.00	2,140.00	9.00	1,926.00	10.50	2,247.00	9.00	1,926.00	
63	PSIPE Rosa floribunda 'Nearly Wild' / NEARLY WILD ROSE PSIPE Rubus pentalobus 'Emerald Carpet' / EMERALD CARPET RUBUS	8-02	EA	18	40.00	720.00	18.00	324.00	10.50	189.00	44.00	792.00	
64	PSIPE Nerostus 'Baby Moon' / BABY MOON DAFFODIL Goldstunr' / BLACK EYED SUSAN	8-02	EA	101	25.00	2,525.00	17.00	1,717.00	10.50	1,060.50	20.00	2,020.00	
65	PSIPE Nerostus 'Baby Moon' / BABY MOON DAFFODIL Goldstunr' / BLACK EYED SUSAN	8-02	EA	537	10.00	5,370.00	8.50	4,564.50	10.50	5,638.50	7.00	3,759.00	
66	Topsoil Type A	8-02	CY	298	50.00	14,900.00	32.00	9,536.00	32.00	9,536.00	42.00	12,516.00	
67	Topsoil Type C	8-02	CY	364	45.00	16,380.00	30.00	10,920.00	20.00	7,280.00	39.00	14,196.00	
70	Fine Compost	8-02	CY	70	50.00	3,500.00	35.00	2,450.00	34.50	2,415.00	93.00	6,510.00	
71	Bark or Wood Chip Mulch	8-02	CY	35	45.00	1,575.00	55.00	1,925.00	59.00	2,065.00	75.00	2,625.00	
72	Backfill for Sand Drains	8-02	CY	12	50.00	600.00	60.00	720.00	95.00	1,140.00	98.00	1,176.00	
73	Soil Amendment	8-02	EST	1	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	

70

Schedule A, Roadway

No.	Item	Reference	Unit	QTY	ENGINEER'S ESTIMATE (December 2010)		1		2		3	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
75	Root Path	8-02	LF	450	\$ 12.00	\$ 5,400.00	\$ 15.00	\$ 6,750.00	\$ 15.00	\$ 6,750.00	\$ 13.00	\$ 5,850.00
76	Tree Guard	8-02	EA	6	\$ 2,200.00	\$ 13,200.00	\$ 1,200.00	\$ 7,200.00	\$ 1,420.00	\$ 8,520.00	\$ 1,000.00	\$ 6,000.00
77	Root Barrier	8-02	LF	951	\$ 8.00	\$ 7,608.00	\$ 7.50	\$ 7,132.50	\$ 6.00	\$ 5,706.00	\$ 6.00	\$ 5,706.00
78	Property Restoration	8-02	EST	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
79	Irrigation System	8-03	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 60,000.00	\$ 60,000.00	\$ 47,000.00	\$ 47,000.00	\$ 33,000.00	\$ 33,000.00
80	Cement Concrete Traffic Curb and Gutter	8-04	LF	5,470	\$ 15.00	\$ 82,050.00	\$ 14.00	\$ 76,580.00	\$ 13.00	\$ 71,110.00	\$ 15.00	\$ 82,050.00
81	Cement Concrete Pedestrian Curb	8-04	LF	20	\$ 20.00	\$ 400.00	\$ 35.00	\$ 700.00	\$ 40.00	\$ 800.00	\$ 18.00	\$ 360.00
82	Extruded Curb	8-04	LF	90	\$ 7.00	\$ 630.00	\$ 6.00	\$ 540.00	\$ 6.00	\$ 540.00	\$ 6.00	\$ 540.00
83	Trash/Recycling Receptacle	8-05	EA	5	\$ 2,500.00	\$ 12,500.00	\$ 2,000.00	\$ 10,000.00	\$ 1,700.00	\$ 8,500.00	\$ 2,000.00	\$ 10,000.00
84	Bike Rack	8-05	EA	4	\$ 950.00	\$ 3,800.00	\$ 1,300.00	\$ 5,200.00	\$ 1,150.00	\$ 4,600.00	\$ 1,050.00	\$ 4,200.00
85	Tree Grate	8-05	EA	6	\$ 2,000.00	\$ 12,000.00	\$ 1,800.00	\$ 10,800.00	\$ 1,760.00	\$ 10,560.00	\$ 1,800.00	\$ 10,800.00
86	Raised Planter	8-05	EA	21	\$ 1,450.00	\$ 30,450.00	\$ 1,500.00	\$ 31,500.00	\$ 1,400.00	\$ 29,400.00	\$ 1,450.00	\$ 30,450.00
87	Bench	8-05	EA	13	\$ 2,800.00	\$ 33,800.00	\$ 2,000.00	\$ 26,000.00	\$ 1,900.00	\$ 24,700.00	\$ 1,800.00	\$ 23,400.00
88	Hitching Ring Post with Granite Pavers	8-05	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,350.00	\$ 1,350.00
89	Plaque Post with Granite Pavers	8-05	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,490.00	\$ 1,490.00
90	Cement Concrete Driveway	8-06	SY	350	\$ 50.00	\$ 17,500.00	\$ 46.00	\$ 16,100.00	\$ 44.00	\$ 15,400.00	\$ 56.00	\$ 19,600.00
91	Cement Concrete Driveway	8-06	SY	150	\$ 50.00	\$ 7,500.00	\$ 46.00	\$ 6,900.00	\$ 44.00	\$ 6,600.00	\$ 56.00	\$ 8,400.00
92	Entrance Type 2	8-06	SY	70	\$ 50.00	\$ 3,500.00	\$ 46.00	\$ 3,220.00	\$ 44.00	\$ 3,080.00	\$ 56.00	\$ 3,920.00
93	Entrance Type 3	8-06	SY	150	\$ 50.00	\$ 7,500.00	\$ 46.00	\$ 6,900.00	\$ 44.00	\$ 6,600.00	\$ 56.00	\$ 8,400.00
94	Entrance Type 4 Modified	8-06	SY	150	\$ 50.00	\$ 7,500.00	\$ 46.00	\$ 6,900.00	\$ 44.00	\$ 6,600.00	\$ 56.00	\$ 8,400.00
94	Remove and Reset Coated Chain Link Fence	8-12	LF	70	\$ 15.00	\$ 1,050.00	\$ 15.00	\$ 1,050.00	\$ 19.00	\$ 1,330.00	\$ 19.00	\$ 1,330.00
94	Monument Case, Cover, and Pipe	8-13	EA	8	\$ 1,000.00	\$ 6,000.00	\$ 325.00	\$ 1,950.00	\$ 350.00	\$ 2,100.00	\$ 275.00	\$ 1,650.00
96	Cement Concrete Sidewalk	8-14	SY	5,100	\$ 40.00	\$ 204,000.00	\$ 41.00	\$ 209,100.00	\$ 41.00	\$ 209,100.00	\$ 36.00	\$ 183,600.00
97	Cement Concrete Curb Type Perpendicular A	8-14	EA	29	\$ 1,000.00	\$ 29,000.00	\$ 100.00	\$ 2,900.00	\$ 850.00	\$ 24,650.00	\$ 800.00	\$ 23,200.00
98	Cement Concrete Curb Type Parallel A	8-14	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,100.00	\$ 5,500.00	\$ 950.00	\$ 4,750.00	\$ 1,100.00	\$ 5,500.00
99	Cement Concrete Curb Type Parallel B	8-14	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 1,100.00	\$ 1,100.00
100	Cement Concrete Curb Type Perpendicular A Modified	8-14	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 950.00	\$ 2,850.00	\$ 800.00	\$ 2,400.00

Handwritten mark resembling the number '4'.

Schedule A, Roadway

No.	Item	Reference	Unit	QTY	UNIT PRICE	ENGINEER'S ESTIMATE (December 2010)			1			2			3		
						EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION			
101	Cement Concrete Curb Type Handicap	8-14	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00	\$ 950.00	\$ 1,900.00	\$ 1,100.00	\$ 2,200.00					
102	Traffic Signal System Modification - SE Pioneer Way / SE City Beach St.	8-20	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,500.00	\$ 15,500.00	\$ 13,000.00	\$ 13,000.00					
103	Traffic Signal System Modification - SE Pioneer Way / SE Midway Blvd.	8-20	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 21,000.00	\$ 21,000.00	\$ 23,000.00	\$ 23,000.00					
104	Illumination System	8-20	LS	1	\$ 420,000.00	\$ 420,000.00	\$ 400,000.00	\$ 400,000.00	\$ 384,000.00	\$ 384,000.00	\$ 428,000.00	\$ 428,000.00					
105	Permanent Signing	8-21	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 13,500.00	\$ 13,500.00	\$ 13,000.00	\$ 13,000.00					
106	Plastic Parking Line	8-22	LF	3,350	\$ 3.00	\$ 10,050.00	\$ 2.00	\$ 6,700.00	\$ 2.00	\$ 6,700.00	\$ 2.00	\$ 6,700.00					
107	Plastic Line	8-22	LF	120	\$ 5.00	\$ 600.00	\$ 3.00	\$ 360.00	\$ 2.80	\$ 336.00	\$ 3.00	\$ 360.00					
108	Plastic Traffic Arrow	8-22	EA	16	\$ 125.00	\$ 2,000.00	\$ 400.00	\$ 7,200.00	\$ 380.00	\$ 6,840.00	\$ 395.00	\$ 7,110.00					
109	Plastic Crosswalk Line	8-22	SF	1,264	\$ 6.00	\$ 7,584.00	\$ 8.00	\$ 10,112.00	\$ 7.80	\$ 9,859.20	\$ 8.00	\$ 10,112.00					
110	Plastic Stop Line	8-22	LF	107	\$ 10.00	\$ 1,070.00	\$ 11.00	\$ 1,177.00	\$ 11.00	\$ 1,177.00	\$ 11.00	\$ 1,177.00					
111	Plastic Access Parking Space Symbol	8-22	EA	8	\$ 200.00	\$ 1,600.00	\$ 300.00	\$ 2,400.00	\$ 280.00	\$ 2,320.00	\$ 300.00	\$ 2,400.00					
112	Temporary Pavement Marking	8-23	LF	3,000	\$ 0.50	\$ 1,500.00	\$ 0.50	\$ 1,500.00	\$ 0.50	\$ 1,500.00	\$ 0.15	\$ 450.00					
113	Structural Earth Wall	6-13	SF	810	\$ 30.00	\$ 24,300.00	\$ 22.00	\$ 17,820.00	\$ 20.00	\$ 16,200.00	\$ 25.00	\$ 20,250.00					
114	Field Office Building	8-53	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00	\$ 2,500.00	\$ 2,500.00					
115	Adjust Catch Basin	7-05	EA	10	\$ 500.00	\$ 5,000.00	\$ 600.00	\$ 6,000.00	\$ 400.00	\$ 4,000.00	\$ 325.00	\$ 3,250.00					
116	Reconstruct Catch Basin	7-05SP	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 1,000.00	\$ 6,000.00	\$ 1,500.00	\$ 9,000.00	\$ 765.00	\$ 4,590.00					
					Subtotal	\$ 3,441,793.00	Subtotal	\$2,980,899.00	Subtotal	\$2,929,196.20	Subtotal	\$2,960,871.00					
					Sales Tax (8.7%)	N/A	Tax (8.7%)	N/A	Tax (8.7%)	N/A	Tax (8.7%)	N/A					
					Schedule A Total	\$ 3,441,793.00		\$ 2,980,899.00		\$ 2,929,196.20		\$ 2,960,871.00					

142

143

No.	Item	Reference	Unit	QTY	ENGINEER'S ESTIMATE (December 2010)		4		5		6	
					UNIT PRICE	EXTENSION	Colacurcio Brothers UNIT PRICE	EXTENSION	Krieg Construction UNIT PRICE	EXTENSION	West Coast Construction UNIT PRICE	EXTENSION
1	Type B Progress Schedule	1-02.6	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Minor Change	1-04.4	EST	1	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00	\$ 55,500.00
3	Quality Control Plan	1-05.5	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 16,000.00	\$ 16,000.00	\$ 4,500.00	\$ 4,500.00	\$ 100.00	\$ 100.00
4	Environmental Awareness Training Plan	1-07.5	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,100.00	\$ 3,100.00	\$ 12,000.00	\$ 12,000.00	\$ 100.00	\$ 100.00
5	Noise Mitigation Plan	1-07.5	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 4,700.00	\$ 4,700.00	\$ 3,500.00	\$ 3,500.00	\$ 100.00	\$ 100.00
6	SPCC Plan	1-07.15	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,100.00	\$ 1,100.00	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00
7	Pedestrian Control and Protection	1-07.23	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 19,300.00	\$ 19,300.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
8	Force Account	1-09.6	EST.	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
9	Mobilization	1-09.7	LS	1	\$ 320,000.00	\$ 320,000.00	\$ 172,000.00	\$ 172,000.00	\$ 145,000.00	\$ 145,000.00	\$ 320,000.00	\$ 320,000.00
10	Project Temporary Traffic Control	1-10	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 11,300.00	\$ 11,300.00	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00
11	Traffic Control Supervisor	1-10	LS	1	\$ 63,000.00	\$ 63,000.00	\$ 58,000.00	\$ 58,000.00	\$ 21,000.00	\$ 21,000.00	\$ 50,000.00	\$ 50,000.00
12	Flaggers and Spotters	1-10	HR	5,600	\$ 40.00	\$ 224,000.00	\$ 43.00	\$ 240,800.00	\$ 50.00	\$ 280,000.00	\$ 45.00	\$ 252,000.00
13	Clearing and Grubbing	2-01	AC	0.3	\$ 10,000.00	\$ 3,000.00	\$ 16,400.00	\$ 4,920.00	\$ 25,000.00	\$ 7,500.00	\$ 5,000.00	\$ 1,500.00
14	Roadside Cleanup	2-01	EST.	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
15	Removal of Structure and Obstruction	2-02	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,300.00	\$ 5,300.00
16	Removing Miscellaneous Traffic Item	2-02	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 710.00	\$ 710.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
17	Removing Asphalt Concrete Pavement	2-02	SY	720	\$ 10.00	\$ 7,200.00	\$ 3.20	\$ 2,304.00	\$ 8.00	\$ 5,760.00	\$ 7.00	\$ 5,040.00
18	Removing Cement Concrete Pavement	2-02	SY	1,500	\$ 15.00	\$ 22,500.00	\$ 4.10	\$ 6,150.00	\$ 8.00	\$ 12,000.00	\$ 15.00	\$ 22,500.00
19	Removing Cement Concrete Sidewalk	2-02	SY	3,800	\$ 12.00	\$ 45,600.00	\$ 4.00	\$ 15,200.00	\$ 10.00	\$ 38,000.00	\$ 11.00	\$ 41,800.00
20	Removing Cement Concrete Curb and Gutter	2-02	LF	4,900	\$ 4.00	\$ 19,600.00	\$ 2.80	\$ 13,720.00	\$ 4.00	\$ 19,600.00	\$ 6.00	\$ 29,400.00
21	Pulverize Bituminous Pavement	2-02	SY	11,000	\$ 5.00	\$ 55,000.00	\$ 1.85	\$ 20,350.00	\$ 4.20	\$ 46,200.00	\$ 5.00	\$ 55,000.00
22	Sawcutting	2-02	LF	3,000	\$ 5.00	\$ 15,000.00	\$ 2.25	\$ 6,750.00	\$ 2.00	\$ 6,000.00	\$ 2.00	\$ 6,000.00
23	Hazardous Material Handling and Disposal	2-02	EST	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
24	Hazardous Material Excavation Including Haul	2-02	CY	200	\$ 15.00	\$ 3,000.00	\$ 22.00	\$ 4,400.00	\$ 110.00	\$ 22,000.00	\$ 80.00	\$ 16,000.00
25	Roadway Excavation Including Haul	2-03	CY	5,200	\$ 15.00	\$ 78,000.00	\$ 7.10	\$ 36,920.00	\$ 12.00	\$ 62,400.00	\$ 19.00	\$ 98,800.00
26	Unstable Foundation Excavation Including Haul	2-03	CY	620	\$ 15.00	\$ 9,300.00	\$ 8.25	\$ 5,135.00	\$ 12.00	\$ 7,440.00	\$ 10.00	\$ 6,200.00

Schedule A, Roadway

ENGINEER'S ESTIMATE
(December 2010)

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	4		5		6	
							Colacurcio Brothers	EXTENSION	Krieg Construction	EXTENSION	West Coast Construction	EXTENSION
27	Gravel Borrow Including Haul	2-03	TON	4,700	\$ 16.00	\$ 75,200.00	\$ 9.95	\$ 46,785.00	\$ 12.00	\$ 56,400.00	\$ 9.00	\$ 42,300.00
28	Embankment Compaction	2-03	CY	2,200	\$ 5.00	\$ 11,000.00	\$ 3.15	\$ 6,930.00	\$ 4.00	\$ 8,800.00	\$ 5.00	\$ 11,000.00
29	Waste Management and Demolition	2-03	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,700.00	\$ 2,700.00	\$ 3,500.00	\$ 3,500.00	\$ 100.00	\$ 100.00
30	Shoring or Extra Excavation Class B	2-09	SF	7,300	\$ 1.00	\$ 7,300.00	\$ 0.10	\$ 730.00	\$ 1.00	\$ 7,300.00	\$ 1.00	\$ 7,300.00
31	Controlled Density Fill Construction Geotextile for Separation	2-09	CY	2	\$ 110.00	\$ 220.00	\$ 135.00	\$ 270.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
32	Crushed Surfacing Top Course	2-12	SY	7,900	\$ 3.00	\$ 23,700.00	\$ 1.10	\$ 8,690.00	\$ 1.00	\$ 7,900.00	\$ 1.00	\$ 7,900.00
33	Crushed Surfacing Top Course	4-04	TON	1,400	\$ 20.00	\$ 28,000.00	\$ 20.25	\$ 28,350.00	\$ 28.00	\$ 39,200.00	\$ 19.00	\$ 26,600.00
34	WMA CI. 1/2 PG 64-22	5-04	TON	3,380	\$ 85.00	\$ 285,600.00	\$ 104.00	\$ 349,440.00	\$ 120.00	\$ 403,200.00	\$ 109.00	\$ 366,240.00
35	Asphalt Cost Price Adjustment Concrete Class 3000 for Wall Cap	5-04	CALC	1	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00	\$ 5,655.00
36	Pedestrian Handrail	6-02	CY	12	\$ 750.00	\$ 9,000.00	\$ 800.00	\$ 9,600.00	\$ 500.00	\$ 6,000.00	\$ 500.00	\$ 6,000.00
37	Schedule A Storm Sewer Pipe 4 In. Diam.	6-19	LF	790	\$ 150.00	\$ 109,500.00	\$ 67.00	\$ 48,910.00	\$ 70.00	\$ 51,100.00	\$ 65.00	\$ 47,450.00
38	Schedule A Storm Sewer Pipe 6 In. Diam.	7-04	LF	210	\$ 60.00	\$ 12,600.00	\$ 19.00	\$ 3,990.00	\$ 20.00	\$ 4,200.00	\$ 20.00	\$ 4,200.00
39	Schedule A Storm Sewer Pipe 8 In. Diam.	7-04	LF	10	\$ 60.00	\$ 600.00	\$ 37.00	\$ 370.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00
40	Schedule A Storm Sewer Pipe 12 In. Diam.	7-04	LF	10	\$ 65.00	\$ 650.00	\$ 40.00	\$ 400.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
41	Schedule A Storm Sewer Pipe 24 In. Diam.	7-04	LF	1,110	\$ 30.00	\$ 33,300.00	\$ 28.00	\$ 31,080.00	\$ 23.00	\$ 25,530.00	\$ 30.00	\$ 33,300.00
42	Ductile Iron Storm Sewer Pipe 12 In. Diam.	7-04	LF	70	\$ 110.00	\$ 7,700.00	\$ 67.00	\$ 4,690.00	\$ 130.00	\$ 9,100.00	\$ 90.00	\$ 6,300.00
43	Catch Basin Type 1	7-04	LF	220	\$ 50.00	\$ 11,000.00	\$ 55.00	\$ 12,100.00	\$ 55.00	\$ 12,100.00	\$ 60.00	\$ 13,200.00
44	Catch Basin Type 1L	7-05	EA	26	\$ 1,000.00	\$ 26,000.00	\$ 980.00	\$ 24,960.00	\$ 945.00	\$ 24,570.00	\$ 900.00	\$ 23,400.00
45	Catch Basin Type 2 48 In. Diam.	7-05	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,130.00	\$ 1,130.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00
46	Concrete Inlet	7-05	EA	17	\$ 2,200.00	\$ 37,400.00	\$ 2,000.00	\$ 34,000.00	\$ 2,100.00	\$ 35,700.00	\$ 3,200.00	\$ 54,400.00
47	Fillena Standard Unit - 4 Ft. x 4 Ft.	7-06	EA	5	\$ 900.00	\$ 4,500.00	\$ 800.00	\$ 4,000.00	\$ 500.00	\$ 2,500.00	\$ 70.00	\$ 350.00
48	Fillena Standard Unit with Recessed Top - 4 Ft. x 4 Ft.	7-06	EA	20	\$ 9,600.00	\$ 192,000.00	\$ 11,400.00	\$ 228,000.00	\$ 10,600.00	\$ 212,000.00	\$ 9,000.00	\$ 180,000.00
49	Fillena Standard Unit - 4 Ft. x 6 Ft.	7-06	EA	2	\$ 10,800.00	\$ 21,600.00	\$ 12,700.00	\$ 25,400.00	\$ 11,600.00	\$ 23,200.00	\$ 10,000.00	\$ 20,000.00
50	Fillerra Sump Unit - 4 Ft. x 4 Ft.	7-06	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 12,700.00	\$ 25,400.00	\$ 11,800.00	\$ 23,600.00	\$ 11,100.00	\$ 22,200.00
51	Fillerra Sump Unit - 4 Ft. x 6 Ft.	7-06	EA	3	\$ 11,500.00	\$ 34,500.00	\$ 14,000.00	\$ 42,000.00	\$ 12,600.00	\$ 37,800.00	\$ 10,000.00	\$ 30,000.00
52	Fillerra Sump Unit - 4 Ft. x 6 Ft.	7-06	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 15,800.00	\$ 15,800.00	\$ 14,000.00	\$ 14,000.00	\$ 13,000.00	\$ 13,000.00

144

Schedule A, Roadway

No.	Item	Reference	Unit	QTY	ENGINEERS ESTIMATE (December 2010)			4			5			6		
					UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION	
53	Silt Fence	8-01	LF	1,000	\$ 5.00	\$ 5,000.00	\$ 3.15	\$ 3,150.00	\$ 3.00	\$ 3,000.00	\$ 4.00	\$ 4,000.00				
54	ESC Lead	8-01	DAY	175	\$ 150.00	\$ 26,250.00	\$ 72.00	\$ 12,600.00	\$ 50.00	\$ 8,750.00	\$ 200.00	\$ 35,000.00				
55	Seeding and Fertilizing by Hand	8-01	SY	670	\$ 1.00	\$ 670.00	\$ 1.00	\$ 670.00	\$ 2.00	\$ 1,340.00	\$ 2.20	\$ 1,474.00				
56	Street Cleaning	8-01	HR	35	\$ 300.00	\$ 10,500.00	\$ 126.00	\$ 4,410.00	\$ 100.00	\$ 3,500.00	\$ 150.00	\$ 5,250.00				
57	Inlet Protection	8-01	EA	89	\$ 89.00	\$ 7,921.00	\$ 60.00	\$ 5,340.00	\$ 50.00	\$ 4,450.00	\$ 45.00	\$ 4,005.00				
58	Erosion/Water Pollution Control	8-01	EST	1	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00				
59	PSIPE Pyrus calleryana 'Chanticleer' / CHANTICLEER FLOWERING PEAR	8-02	EA	23	\$ 475.00	\$ 10,925.00	\$ 550.00	\$ 12,650.00	\$ 525.00	\$ 12,075.00	\$ 583.00	\$ 13,409.00				
60	PSIPE Berberis cordifolia Winterglow' / WINTERGLOW BERGENIA	8-02	EA	105	\$ 10.00	\$ 1,050.00	\$ 7.90	\$ 829.50	\$ 7.50	\$ 787.50	\$ 8.40	\$ 882.00				
61	PSIPE Echinoderm x versicolor 'sulphureum' / SULPHUREUM BARKENWORT	8-02	EA	361	\$ 10.00	\$ 3,610.00	\$ 11.40	\$ 4,115.40	\$ 11.00	\$ 3,971.00	\$ 12.00	\$ 4,332.00				
62	PSIPE Geranium macrorrhizum 'Ingwersen's Variety' / INGWERSSENS GRANESBILL	8-02	EA	214	\$ 10.00	\$ 2,140.00	\$ 9.20	\$ 1,968.80	\$ 9.00	\$ 1,926.00	\$ 10.00	\$ 2,140.00				
63	PSIPE Litorea muscari 'Majestic' / MAJESTIC LILY TURF	8-02	EA	230	\$ 10.00	\$ 2,300.00	\$ 7.80	\$ 1,748.00	\$ 7.50	\$ 1,725.00	\$ 8.00	\$ 1,840.00				
64	PSIPE Nandina domestica 'Moonbay' / MOONBAY HEAVENLY BAMBOO	8-02	EA	18	\$ 40.00	\$ 720.00	\$ 45.00	\$ 810.00	\$ 42.50	\$ 765.00	\$ 47.00	\$ 846.00				
65	PSIPE Rosa floribunda 'Nearby Wild' / NEARLY WILD ROSE	8-02	EA	101	\$ 25.00	\$ 2,525.00	\$ 21.00	\$ 2,121.00	\$ 20.00	\$ 2,020.00	\$ 22.00	\$ 2,222.00				
66	PSIPE Rubus pentalobus 'Emerald Carpet' / EMERALD CARPET RUBUS	8-02	EA	537	\$ 10.00	\$ 5,370.00	\$ 6.50	\$ 3,490.50	\$ 6.25	\$ 3,356.25	\$ 7.00	\$ 3,759.00				
67	PSIPE Narcissus 'Baby Moon' / BABY MOON DAFFODIL	8-02	EA	400	\$ 0.50	\$ 200.00	\$ 3.15	\$ 1,260.00	\$ 3.00	\$ 1,200.00	\$ 3.40	\$ 1,360.00				
68	PSIPE Rudbeckia fulgida 'Goldstrum' / BLACK EYED SUSAN	8-02	EA	54	\$ 10.00	\$ 540.00	\$ 10.25	\$ 553.50	\$ 10.00	\$ 540.00	\$ 11.00	\$ 594.00				
69	Topsoil Type A	8-02	CY	288	\$ 50.00	\$ 14,900.00	\$ 43.00	\$ 12,814.00	\$ 38.00	\$ 11,324.00	\$ 45.00	\$ 13,410.00				
70	Topsoil Type C	8-02	CY	364	\$ 45.00	\$ 16,380.00	\$ 40.00	\$ 14,560.00	\$ 38.00	\$ 13,832.00	\$ 42.00	\$ 15,288.00				
71	Fine Compost	8-02	CY	70	\$ 50.00	\$ 3,500.00	\$ 95.00	\$ 6,650.00	\$ 100.00	\$ 7,000.00	\$ 100.00	\$ 7,000.00				
72	Bark or Wood Chip Mulch	8-02	CY	35	\$ 45.00	\$ 1,575.00	\$ 78.00	\$ 2,730.00	\$ 75.00	\$ 2,625.00	\$ 82.00	\$ 2,870.00				
73	Backfill for Sand Drains	8-02	CY	12	\$ 50.00	\$ 600.00	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 105.00	\$ 1,260.00				
74	Soil Amendment	8-02	EST	1	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00				

175

Schedule A, Roadway

ENGINEER'S ESTIMATE
(December 2010)

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	4		5		6	
							Colacurcio Brothers	Krieg Construction	West Coast Construction	UNIT PRICE	EXTENSION	UNIT PRICE
75	Root Path	8-02	LF	450	\$ 12.00	\$ 5,400.00	\$ 13.60	\$ 6,120.00	\$ 10.00	\$ 4,500.00	\$ 15.00	\$ 6,750.00
76	Tree Guard	8-02	EA	6	\$ 2,200.00	\$ 13,200.00	\$ 1,400.00	\$ 8,400.00	\$ 1,300.00	\$ 7,800.00	\$ 1,400.00	\$ 8,400.00
77	Root Barrier	8-02	LF	951	\$ 8.00	\$ 7,608.00	\$ 6.30	\$ 5,991.30	\$ 7.00	\$ 6,657.00	\$ 7.00	\$ 6,657.00
78	Property Restoration	8-02	EST	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
79	Irrigation System Cement Concrete Traffic Curb and Gutter	8-03	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 48,800.00	\$ 48,800.00	\$ 46,500.00	\$ 46,500.00	\$ 35,500.00	\$ 35,500.00
80	Cement Concrete Pedestrian Curb	8-04	LF	5,470	\$ 15.00	\$ 82,050.00	\$ 13.80	\$ 75,486.00	\$ 18.50	\$ 101,195.00	\$ 20.00	\$ 109,400.00
81	Extruded Curb	8-04	LF	20	\$ 20.00	\$ 400.00	\$ 40.00	\$ 800.00	\$ 25.00	\$ 500.00	\$ 21.00	\$ 420.00
82	Trash/Recycling Receptacle	8-05	EA	5	\$ 2,500.00	\$ 12,500.00	\$ 2,400.00	\$ 12,000.00	\$ 2,300.00	\$ 11,500.00	\$ 2,500.00	\$ 12,500.00
83	Tree Grate	8-05	EA	4	\$ 950.00	\$ 3,800.00	\$ 1,200.00	\$ 4,800.00	\$ 1,200.00	\$ 4,800.00	\$ 1,300.00	\$ 5,200.00
84	Raised Planter	8-05	EA	21	\$ 1,450.00	\$ 30,450.00	\$ 1,500.00	\$ 31,500.00	\$ 1,500.00	\$ 31,500.00	\$ 1,600.00	\$ 33,600.00
85	Hitching Ring Post with Granite Pavers	8-05	EA	13	\$ 2,600.00	\$ 33,800.00	\$ 2,200.00	\$ 28,600.00	\$ 2,000.00	\$ 26,000.00	\$ 2,200.00	\$ 28,600.00
86	Plaque Post with Granite Pavers	8-05	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,300.00	\$ 3,300.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00
87	Entrance Type 1	8-06	SY	350	\$ 60.00	\$ 21,000.00	\$ 48.50	\$ 16,975.00	\$ 36.00	\$ 12,600.00	\$ 46.00	\$ 16,100.00
88	Entrance Type 2	8-06	SY	150	\$ 50.00	\$ 7,500.00	\$ 48.50	\$ 7,275.00	\$ 31.00	\$ 4,650.00	\$ 40.00	\$ 6,000.00
89	Entrance Type 3	8-06	SY	70	\$ 50.00	\$ 3,500.00	\$ 49.50	\$ 3,465.00	\$ 31.00	\$ 2,170.00	\$ 40.00	\$ 2,800.00
90	Remove and Reset Coated Chain Link Fence	8-06	SY	150	\$ 50.00	\$ 7,500.00	\$ 48.52	\$ 7,278.00	\$ 31.00	\$ 4,650.00	\$ 40.00	\$ 6,000.00
91	Monument Case, Cover, and Pipe	8-12	LF	70	\$ 16.00	\$ 1,050.00	\$ 20.00	\$ 1,400.00	\$ 33.00	\$ 2,310.00	\$ 21.00	\$ 1,470.00
92	Cement Concrete Sidewalk Perpendicular A	8-13	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 220.00	\$ 1,320.00	\$ 650.00	\$ 3,900.00	\$ 600.00	\$ 3,600.00
93	Perpendicular A	8-14	SY	5,100	\$ 40.00	\$ 204,000.00	\$ 43.50	\$ 221,850.00	\$ 40.00	\$ 204,000.00	\$ 30.00	\$ 153,000.00
94	Perpendicular A	8-14	EA	29	\$ 1,000.00	\$ 29,000.00	\$ 850.00	\$ 24,650.00	\$ 900.00	\$ 26,100.00	\$ 1,140.00	\$ 33,050.00
95	Parallel A	8-14	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 950.00	\$ 4,750.00	\$ 1,000.00	\$ 5,000.00	\$ 1,400.00	\$ 7,000.00
96	Cement Concrete Curb Type Parallel B	8-14	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00
97	Cement Concrete Curb Type Perpendicular A Modified	8-14	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 950.00	\$ 2,850.00	\$ 900.00	\$ 2,700.00	\$ 1,100.00	\$ 3,300.00

76

Schedule A, Roadway

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	ENGINEER'S ESTIMATE (December 2010)		4		5		6	
							Colacurcio Brothers UNIT PRICE	EXTENSION	Krieg Construction UNIT PRICE	EXTENSION	West Coast Construction UNIT PRICE	EXTENSION		
101	Hamlet Concrete Curb Type	8-14	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 950.00	\$ 1,900.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00		
102	Traffic Signal System Modification - SE Pioneer Way / SE City Beach St.	8-20	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 16,300.00	\$ 16,300.00	\$ 12,395.00	\$ 12,395.00	\$ 16,500.00	\$ 16,500.00		
103	Traffic Signal System Modification - SE Pioneer Way / SE Midway Blvd.	8-20	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 28,900.00	\$ 28,900.00	\$ 22,240.00	\$ 22,240.00	\$ 22,000.00	\$ 22,000.00		
104	Illumination System	8-20	LS	1	\$ 420,000.00	\$ 420,000.00	\$ 458,000.00	\$ 458,000.00	\$ 411,804.00	\$ 411,804.00	\$ 410,000.00	\$ 410,000.00		
105	Permanent Signage	8-21	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 15,700.00	\$ 15,700.00	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00		
106	Plastic Parking Line	8-22	LF	3,350	\$ 3.00	\$ 10,050.00	\$ 2.10	\$ 7,035.00	\$ 2.00	\$ 6,700.00	\$ 3.00	\$ 10,050.00		
107	Plastic Line	8-22	LF	120	\$ 5.00	\$ 600.00	\$ 3.00	\$ 360.00	\$ 2.80	\$ 336.00	\$ 22.00	\$ 2,640.00		
108	Plastic Traffic Arrow	8-22	EA	18	\$ 125.00	\$ 2,250.00	\$ 400.00	\$ 7,200.00	\$ 380.00	\$ 6,840.00	\$ 327.00	\$ 5,886.00		
109	Plastic Crosswalk Line	8-22	SF	1,284	\$ 6.00	\$ 7,584.00	\$ 8.20	\$ 10,364.80	\$ 7.80	\$ 9,859.20	\$ 9.50	\$ 12,008.00		
110	Plastic Stop Line	8-22	LF	107	\$ 10.00	\$ 1,070.00	\$ 11.50	\$ 1,230.50	\$ 11.00	\$ 1,177.00	\$ 14.00	\$ 1,498.00		
111	Plastic Access Parking Space Symbol	8-22	EA	8	\$ 200.00	\$ 1,600.00	\$ 305.00	\$ 2,440.00	\$ 290.00	\$ 2,320.00	\$ 390.00	\$ 3,120.00		
112	Temporary Pavement Marking	8-23	LF	3,000	\$ 0.50	\$ 1,500.00	\$ 0.80	\$ 2,400.00	\$ 1.00	\$ 3,000.00	\$ 0.50	\$ 1,500.00		
113	Structural Earth Wall	8-13	SF	810	\$ 30.00	\$ 24,300.00	\$ 23.70	\$ 19,197.00	\$ 16.00	\$ 12,960.00	\$ 23.00	\$ 18,630.00		
114	Field Office Building	8-53	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 11,000.00	\$ 11,000.00	\$ 2,500.00	\$ 2,500.00	\$ 17,000.00	\$ 17,000.00		
115	Adjust Catch Basin	7-05	EA	10	\$ 500.00	\$ 5,000.00	\$ 350.00	\$ 3,500.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00		
116	Reconstruct Catch Basin	7-05SP	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 1,050.00	\$ 6,300.00	\$ 440.00	\$ 2,640.00	\$ 500.00	\$ 3,000.00		
					Subtotal	\$ 3,441,793.00	\$ 3,031,294.30	Subtotal	\$ 3,085,284.95	Subtotal	\$ 3,220,425.00			
					Sales Tax (8.7%)	N/A	N/A	Tax (8.7%)	N/A	Tax (8.7%)	N/A			
					Schedule A Total	\$ 3,441,793.00	\$ 3,031,294.30		\$ 3,085,284.95		\$ 3,220,425.00			

47

Schedule B, Parking Alternative

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	ENGINEER'S ESTIMATE (December 2010)					
							UNIT PRICE	EXTENSION	EXTENSION			
1	Mobilization	1-08.7	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 1.00	\$ 1.00	
2	Cleaning and Grubbing Removal of Structure and Obstruction	2-01	AC	0.2	\$ 10,000.00	\$ 2,000.00	\$ 1,000.00	\$ 200.00	\$ 1,500.00	\$ 300.00	\$ 2,500.00	\$ 500.00
3	Gravel Borrow Including Haul	2-02	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00
4	Embankment Compaction	2-03	TON	630	\$ 16.00	\$ 10,080.00	\$ 4.50	\$ 2,835.00	\$ 7.00	\$ 4,410.00	\$ 11.00	\$ 6,930.00
5	Crushed Surfacing Top Course	2-03	CY	340	\$ 5.00	\$ 1,700.00	\$ 0.50	\$ 170.00	\$ 5.00	\$ 1,700.00	\$ 2.00	\$ 880.00
6	WMA C1. 1/2 PG 64-22	4-04	TON	50	\$ 20.00	\$ 1,000.00	\$ 40.00	\$ 2,000.00	\$ 25.00	\$ 1,250.00	\$ 27.00	\$ 1,350.00
7	Asphalt Cost Price Adjustment Concrete Class 3000 for Wall Cap	5-04	CALC	1	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00	\$ 252.00
8	Structural Earth Wall	6-02	CY	7	\$ 750.00	\$ 5,250.00	\$ 400.00	\$ 2,800.00	\$ 375.00	\$ 2,625.00	\$ 300.00	\$ 2,100.00
9	Pedestrian Handrail	6-13	SF	2,420	\$ 30.00	\$ 72,600.00	\$ 27.00	\$ 65,340.00	\$ 18.00	\$ 43,560.00	\$ 26.00	\$ 62,920.00
10	Erosion/Water Pollution Control	6-19	LF	20	\$ 150.00	\$ 3,000.00	\$ 70.00	\$ 1,400.00	\$ 60.00	\$ 1,200.00	\$ 61.00	\$ 1,220.00
11	Cement Concrete Vee Gutter	8-01	EST	1	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
12	3M Slammark - Parking Line	8-04	LF	210	\$ 15.00	\$ 3,150.00	\$ 20.00	\$ 4,200.00	\$ 18.00	\$ 3,780.00	\$ 20.00	\$ 4,200.00
13	Plastic Access Parking Space Symbol	8-22	LF	480	\$ 0.50	\$ 240.00	\$ 2.00	\$ 960.00	\$ 2.00	\$ 960.00	\$ 2.00	\$ 960.00
14	Illumination System All Parking Complete	8-22	EA	1	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
15												
16												
Subtotal						\$ 138,772.00	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00
Sales Tax (8.7%)						N/A						
Schedule B Total						\$ 138,772.00	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00

		1		2		3	
		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
Subtotal	\$ 138,772.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00
Tax (8.7%)	N/A						
Schedule B Total	\$ 138,772.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 1.00

70

671

Schedule B, Parking Alternative

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	ENGINEER'S ESTIMATE (December 2010)		4		5		6	
							UNIT PRICE	EXTENSION	Colacurch Brothers UNIT PRICE	EXTENSION	Krieg Construction UNIT PRICE	EXTENSION	West Coast Construction UNIT PRICE	EXTENSION
1	Mobilization	1-09.7	LS	1	\$ 13,000.00	\$ 13,000.00								
2	Cleaning and Grubbing Removal of Structure and Obstruction	2-01 2-02	AC LS	0.2 1	\$ 10,000.00 \$ 2,000.00	\$ 2,000.00 \$ 2,000.00								
3	Gravel Borrow Including Haul	2-03	TON	630	\$ 16.00	\$ 10,080.00								
4	Embankment Compaction	2-03	CY	340	\$ 5.00	\$ 1,700.00								
5	Crushed Surfacing Top Course	4-04	TON	50	\$ 20.00	\$ 1,000.00								
6	MMA Cl. 1/4 PG 64-22	5-04	TON	150	\$ 80.00	\$ 12,000.00								
7	Asphalt Cost Price Adjustment Concrete Class 3000 for Wall Cap	5-04 6-02	CALC CY	1 7	\$ 252.00 \$ 750.00	\$ 252.00 \$ 5,250.00								
8	Structural Earth Wall	6-13	SF	2,420	\$ 30.00	\$ 72,600.00								
9	Pedestrian Handrail	8-19	LF	20	\$ 150.00	\$ 3,000.00								
10	Erosion/Water Pollution Control	8-01	EST	1	\$ 2,300.00	\$ 2,300.00								
11	Cement Concrete Vee Gutter	8-04	LF	210	\$ 15.00	\$ 3,150.00								
12	3M Stamer - Parking Line	8-22	LF	480	\$ 0.50	\$ 240.00								
13	Plastic Access Parking Space Symbol	8-22	EA	1	\$ 200.00	\$ 200.00								
14	Illumination System Alt Parking Complete	8-20	LS	1	\$ 10,000.00	\$ 10,000.00								
Subtotal						\$ 138,772.00	\$ 123,184.00							
Sales Tax (8.7%)						N/A	N/A							
Schedule B Total						\$ 138,772.00	\$ 123,184.00							

Schedule C, Sanitary Sewer

ENGINEER'S ESTIMATE
(December 2010)

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	1		2		3	
							UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Gravel Borrow Including Haul Shoring or Extra Excavation Class B	2-03	TON	600	\$ 16.00	\$ 9,600.00	\$ 10.00	\$ 6,000.00	\$ 6.60	\$ 3,960.00	\$ 8.00	\$ 4,800.00
2	Controlled Density Fill	2-09	SF	2,200	\$ 2.00	\$ 4,400.00	\$ 0.50	\$ 1,100.00	\$ 0.20	\$ 440.00	\$ 0.10	\$ 220.00
3	Manhole 48 In. Diam. Type III	2-09	CY	30	\$ 125.00	\$ 3,750.00	\$ 80.00	\$ 2,400.00	\$ 95.00	\$ 2,850.00	\$ 93.00	\$ 2,790.00
4	Adjust Manhole PVC Sanitary Sewer Pipe 10 In. Diam.	7-05	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,600.00	\$ 5,200.00	\$ 2,850.00	\$ 5,700.00
5	Sanitary Sewer Lateral, PVC SDR 35, ASTM D3034, 6 In. Diam.	7-17	LF	510	\$ 130.00	\$ 66,300.00	\$ 20.00	\$ 10,200.00	\$ 40.00	\$ 20,400.00	\$ 31.00	\$ 15,810.00
6	Sanitary Sewer Lateral, PVC SDR 14, ASTM C900, 6 In. Diam.	7-18	LF	1,155	\$ 55.00	\$ 63,525.00	\$ 38.00	\$ 43,890.00	\$ 39.00	\$ 45,045.00	\$ 24.00	\$ 27,720.00
7	Sanitary Sewer Lateral, PVC SDR 14, ASTM C900, 6 In. Diam.	7-18	LF	680	\$ 65.00	\$ 44,200.00	\$ 31.00	\$ 21,080.00	\$ 31.00	\$ 21,080.00	\$ 40.00	\$ 27,200.00
8	Sanitary Sewer Lateral, Concrete Encasement	7-18	CY	70	\$ 100.00	\$ 7,000.00	\$ 85.00	\$ 5,950.00	\$ 120.00	\$ 8,400.00	\$ 135.00	\$ 9,450.00
9	Sewer Cleanout	7-19	EA	65	\$ 300.00	\$ 19,500.00	\$ 500.00	\$ 32,500.00	\$ 510.00	\$ 33,150.00	\$ 350.00	\$ 22,750.00
10	Maintenance Sewer Cleanout Manhole Rehabilitation 48 In. Diam., Type III, 5-10 Feet	7-19	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 2,400.00	\$ 2,400.00	\$ 665.00	\$ 665.00	\$ 600.00	\$ 600.00
11	Manhole Rehabilitation 48 In. Diam., Type III, >10-15 Feet	7-20	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 3,400.00	\$ 13,600.00	\$ 2,900.00	\$ 11,600.00	\$ 2,900.00	\$ 11,600.00
12	Sewer Pipe Lining 8 In. Diam.	7-20	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 4,400.00	\$ 8,800.00	\$ 3,700.00	\$ 7,400.00	\$ 3,700.00	\$ 7,400.00
13	Sewer Pipe Lining 12 In. Diam.	7-21	LF	410	\$ 30.00	\$ 12,300.00	\$ 28.00	\$ 11,480.00	\$ 27.00	\$ 11,070.00	\$ 27.00	\$ 11,070.00
14	Sewer Pipe Lining 15 In. Diam. Spot Repairs or Removal of Line Obstructions, 12 In. Diam., 5-10 Feet	7-21	LF	880	\$ 40.00	\$ 35,200.00	\$ 32.00	\$ 28,160.00	\$ 31.00	\$ 27,280.00	\$ 31.00	\$ 27,280.00
15	Spot Repairs or Removal of Line Obstructions, 12 In. Diam., 5-10 Feet	7-21	LF	330	\$ 50.00	\$ 16,500.00	\$ 54.00	\$ 17,820.00	\$ 52.00	\$ 17,160.00	\$ 52.00	\$ 17,160.00
16	Spot Repairs or Removal of Line Obstructions, 12 In. Diam., 10-15 Feet	7-21	LF	120	\$ 130.00	\$ 15,600.00	\$ 22.00	\$ 2,640.00	\$ 135.00	\$ 16,200.00	\$ 76.00	\$ 9,120.00
17	Connection of 6 In. Diam. Lateral to CIPP Sewer Main	7-21	EA	42	\$ 1,000.00	\$ 42,000.00	\$ 275.00	\$ 11,550.00	\$ 600.00	\$ 25,200.00	\$ 500.00	\$ 21,000.00
18	Connection of 6 In. Diam. Lateral to CIPP By Trenchless Method Sewage Diversion and Bypass Pumping	7-21	EA	37	\$ 450.00	\$ 16,650.00	\$ 450.00	\$ 16,650.00	\$ 420.00	\$ 15,540.00	\$ 430.00	\$ 15,910.00
19		7-22	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 18,000.00	\$ 18,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
20												
21												
Subtotal						\$ 424,025.00	\$ 265,640.00	\$ 228,190.00	\$ 224,130.00			
Sales Tax (8.7%)						\$ 36,890.18	\$ 23,110.68	\$ 25,072.53	\$ 21,239.31			
Schedule C Total						\$ 460,915.18	\$ 288,750.68	\$ 313,262.53	\$ 265,369.31			

150

Schedule C, Sanitary Sewer

No.	Item	Reference	Unit	QTY	ENGINEER'S ESTIMATE December 2010		4		5		6	
					UNIT PRICE	EXTENSION	Colcours Brothers UNIT PRICE	EXTENSION	Krieg Construction UNIT PRICE	EXTENSION	West Coast Construction UNIT PRICE	EXTENSION
1	Gravel Borrow Including Haul Shorting or Extra Excavation Class B	2-03	TON	600	\$ 16.00	\$ 9,600.00	\$ 12.00	\$ 7,200.00	\$ 10.00	\$ 6,000.00	\$ 9.00	\$ 5,400.00
2	Controlled Density Fill	2-09	SF	2,200	\$ 2.00	\$ 4,400.00	\$ 0.20	\$ 440.00	\$ 1.00	\$ 2,200.00	\$ 1.00	\$ 2,200.00
3	Manhole 48 in. Diam. Type III	2-09	CY	30	\$ 125.00	\$ 3,750.00	\$ 125.00	\$ 3,750.00	\$ 100.00	\$ 3,000.00	\$ 100.00	\$ 3,000.00
4	Adjust Manhole	7-05	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 2,300.00	\$ 4,600.00	\$ 2,000.00	\$ 4,000.00	\$ 3,200.00	\$ 6,400.00
5	PVC Sanitary Sewer Pipe 10 in. Diam.	7-05	EA	6	\$ 450.00	\$ 2,700.00	\$ 345.00	\$ 2,070.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00
6	Sanitary Sewer Lateral, PVC SDR 35 ASTM D3034, 6 in. Diam.	7-17	LF	510	\$ 130.00	\$ 66,300.00	\$ 33.25	\$ 16,957.50	\$ 68.00	\$ 34,680.00	\$ 55.00	\$ 28,050.00
7	Sanitary Sewer Lateral, PVC SDR 14, ASTM C900, 6 in. Diam.	7-18	LF	1,155	\$ 55.00	\$ 63,525.00	\$ 22.00	\$ 25,410.00	\$ 85.00	\$ 98,175.00	\$ 82.00	\$ 94,710.00
8	Sewer Lateral Concrete Encasement	7-18	LF	880	\$ 65.00	\$ 44,200.00	\$ 29.50	\$ 20,060.00	\$ 69.00	\$ 46,920.00	\$ 70.00	\$ 47,800.00
9	Sewer Cleanout	7-18	CY	70	\$ 100.00	\$ 7,000.00	\$ 135.00	\$ 9,450.00	\$ 125.00	\$ 8,750.00	\$ 120.00	\$ 8,400.00
10	Maintenance Sewer Cleanout	7-19	EA	65	\$ 300.00	\$ 19,500.00	\$ 650.00	\$ 42,250.00	\$ 820.00	\$ 53,300.00	\$ 500.00	\$ 32,500.00
11	Manhole Rehabilitation 48 in. Diam., Type III, 5-10 Feet	7-19	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,500.00
12	Manhole Rehabilitation 48 in. Diam., Type III, >10-15 Feet	7-20	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 3,400.00	\$ 13,600.00	\$ 4,000.00	\$ 16,000.00	\$ 3,100.00	\$ 12,400.00
13	Sewer Pipe Lining 8 in. Diam.	7-20	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 4,400.00	\$ 8,800.00	\$ 4,100.00	\$ 8,200.00	\$ 4,100.00	\$ 8,200.00
14	Sewer Pipe Lining 12 in. Diam.	7-21	LF	410	\$ 30.00	\$ 12,300.00	\$ 30.00	\$ 12,300.00	\$ 30.00	\$ 12,300.00	\$ 29.00	\$ 11,890.00
15	Sewer Pipe Lining 15 in. Diam.	7-21	LF	880	\$ 40.00	\$ 35,200.00	\$ 34.50	\$ 30,360.00	\$ 33.00	\$ 29,040.00	\$ 33.00	\$ 29,040.00
16	Spot Repairs or Removal of Line Obstructions, 12 in. Diam., 5-10 Feet	7-21	LF	330	\$ 50.00	\$ 16,500.00	\$ 55.70	\$ 18,381.00	\$ 57.00	\$ 18,810.00	\$ 55.00	\$ 18,150.00
17	Spot Repairs or Removal of Line Obstructions, 12 in. Diam., 10-15 Feet	7-21	LF	120	\$ 130.00	\$ 15,600.00	\$ 74.00	\$ 8,880.00	\$ 100.00	\$ 12,000.00	\$ 60.00	\$ 7,200.00
18	Connection of 6 in. Diam. Lateral to CIPP Sewer Main	7-21	EA	42	\$ 1,000.00	\$ 42,000.00	\$ 490.00	\$ 20,580.00	\$ 770.00	\$ 32,340.00	\$ 400.00	\$ 16,800.00
19	Connection of 6 in. Diam. Lateral to CIPP By Trenchless Method	7-21	EA	37	\$ 450.00	\$ 16,650.00	\$ 490.00	\$ 18,130.00	\$ 480.00	\$ 17,760.00	\$ 480.00	\$ 17,020.00
20	Spot Repairs or Removal of Line Obstructions, 12 in. Diam., 5-10 Feet	7-22	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 8,800.00	\$ 8,800.00	\$ 55,000.00	\$ 55,000.00	\$ 5,000.00	\$ 5,000.00
21	Pumping	7-22	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 8,800.00	\$ 8,800.00	\$ 55,000.00	\$ 55,000.00	\$ 5,000.00	\$ 5,000.00
					Subtotal	\$ 424,025.00	Subtotal	\$ 280,463.50	Subtotal	\$ 472,775.00	Subtotal	\$ 364,310.00
					Sales Tax (8.7%)	\$ 36,880.18	Tax (8.7%)	\$ 24,400.32	Tax (8.7%)	\$ 41,131.43	Tax (8.7%)	\$ 31,694.97
					Schedule C Total	\$ 460,915.18		\$ 304,863.82		\$ 513,906.43		\$ 396,004.97

10

Schedule D, Water Line

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION						
1	Shoring or Extra Excavation Class B	7-08	SF	3,000	2.00	6,000.00	0.50	1,500.00	0.20	600.00	0.10	300.00
2	Ductile Iron Pipe of Water Main 8 In. Diam	7-08SP	LF	599	80.00	47,920.00	60.00	35,940.00	54.00	32,346.00	57.00	34,143.00
3	Gate Valve	7-12SP	EA	6	1,500.00	9,000.00	1,200.00	7,200.00	1,000.00	6,000.00	1,300.00	7,800.00
4	Hydrant Assembly	7-14SP	EA	2	3,000.00	6,000.00	3,200.00	6,400.00	3,450.00	6,900.00	5,600.00	11,200.00
5	Relocate Existing Fire Hydrant, Existing Connection to Main	7-14SP	EA	1	2,000.00	2,000.00	1,800.00	1,800.00	5,400.00	5,400.00	1,100.00	1,100.00
6	Remove and Relocate Existing Fire Hydrant, New Connection to the Main	7-14SP	EA	1	5,000.00	5,000.00	4,000.00	4,000.00	3,300.00	3,300.00	5,800.00	5,800.00
7	Reconnect Existing Hydrant	7-14SP	EA	1	2,000.00	2,000.00	1,600.00	1,600.00	1,400.00	1,400.00	3,500.00	3,500.00
8	Service Connection 2 In. Diam w/ setter	7-15SP	EA	6	2,500.00	20,000.00	2,600.00	20,800.00	2,650.00	21,200.00	2,800.00	22,400.00
9	Service Connection 2 In. Diam.	7-15SP	EA	48	2,500.00	120,000.00	2,200.00	105,600.00	2,450.00	117,600.00	2,100.00	100,800.00
Subtotal						97,920.00	Subtotal	194,840.00	Subtotal	194,746.00	Subtotal	187,043.00
Sales Tax (8.7%)						8,519.04	Tax (8.7%)	16,081.08	Tax (8.7%)	16,942.90	Tax (8.7%)	16,272.74
Schedule D Total						106,439.04		200,921.08		211,688.90		203,315.74

ENGINEER'S ESTIMATE
(December 2010)

1
Sider Construction

2
ICI Interest Construction

3
Plats Plus

152

Schedule D, Water Line				ENGINEER'S ESTIMATE (December 2010)											
No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	4		5		6				
							Colcurcio Brothers	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	West Coast Construction	UNIT PRICE	EXTENSION	
1	Shoring or Extra Excavation Class B	7-08	SF	3,000	2.00	6,000.00	0.10	300.00	1.00	3,000.00	0.50	1,500.00			
2	Ductile Iron Pipe of Water Main 8 In. Diam.	7-09SP	LF	599	80.00	47,920.00	54.00	32,346.00	66.00	39,534.00	65.00	39,935.00			
3	Gate Valve	7-12SP	EA	6	1,500.00	9,000.00	1,100.00	6,600.00	1,800.00	10,800.00	1,200.00	7,200.00			
4	Hydrant Assembly	7-14SP	EA	2	3,000.00	6,000.00	5,200.00	10,400.00	3,600.00	7,200.00	3,500.00	7,000.00			
5	Relocate Existing Fire Hydrant, Existing Connection to Main	7-14SP	EA	1	2,000.00	2,000.00	1,200.00	1,200.00	1,600.00	1,600.00	1,500.00	1,500.00			
6	Remove and Relocate Existing Fire Hydrant, New Connection to the Main	7-14SP	EA	1	5,000.00	5,000.00	5,200.00	5,200.00	3,100.00	3,100.00	3,000.00	3,000.00			
7	Reconnect Existing Hydrant	7-14SP	EA	1	2,000.00	2,000.00	3,200.00	3,200.00	1,600.00	1,600.00	2,000.00	2,000.00			
8	Service Connection 2 In. Diam. w/ bell	7-15SP	EA	8	2,500.00	20,000.00	2,500.00	20,000.00	2,100.00	16,800.00	3,600.00	28,800.00			
9	Service Connection 2 In. Diam.	7-15SP	EA	48	2,500.00	120,000.00	2,000.00	96,000.00	2,750.00	132,000.00	3,000.00	144,000.00			
Subtotal						97,920.00	175,246.00	215,634.00	233,935.00						
Sales Tax (8.7%)						8,519.04	15,246.40	18,760.16	20,352.35						
Schedule D Total						106,439.04	190,492.40	234,394.16	254,287.35						

153

Schedule E, Utility Relocation

ENGINEER'S ESTIMATE
(December 2010)

No.	Item	Reference	Unit	QTY	UNIT PRICE	EXTENSION	1		2		3	
							UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Controlled Density Fill	2-09	CY	75	\$ 125.00	\$ 9,375.00	\$ 80.00	\$ 6,000.00	\$ 105.00	\$ 7,875.00	\$ 97.00	\$ 7,275.00
2	Multiple Conduit Trench	8-26	LF	5,000	\$ 50.00	\$ 250,000.00	\$ 11.00	\$ 55,000.00	\$ 26.00	\$ 130,000.00	\$ 30.00	\$ 150,000.00
3	Excavation Including Haul	8-26	LF	500	\$ 8.00	\$ 4,000.00	\$ 0.80	\$ 400.00	\$ 2.00	\$ 1,000.00	\$ 0.80	\$ 400.00
4	PSE Conduit Schedule 40 PVC 3	8-26	LF	1,875	\$ 9.00	\$ 15,075.00	\$ 4.20	\$ 7,035.00	\$ 2.00	\$ 3,350.00	\$ 4.00	\$ 6,700.00
5	PSE Conduit Schedule 40 PVC 4	8-26	LF	7,245	\$ 12.00	\$ 86,940.00	\$ 4.30	\$ 31,153.50	\$ 3.00	\$ 21,735.00	\$ 4.00	\$ 28,980.00
6	In. Diam. PSE Conduit Schedule 40 PVC 6	8-26	LF	2,780	\$ 14.00	\$ 38,840.00	\$ 4.50	\$ 12,420.00	\$ 2.20	\$ 6,072.00	\$ 4.00	\$ 11,040.00
7	Frontier Conduit Schedule 40 PVC 2 In. Diam.	8-26	LF	500	\$ 14.00	\$ 7,000.00	\$ 1.90	\$ 950.00	\$ 2.00	\$ 1,000.00	\$ 2.00	\$ 1,000.00
8	Frontier Conduit Schedule 40 PVC 4 In. Diam.	8-26	LF	8,550	\$ 17.00	\$ 145,350.00	\$ 2.30	\$ 19,665.00	\$ 4.00	\$ 34,200.00	\$ 2.25	\$ 19,237.50
9	Black Rock Cable Conduit Schedule 40 PVC 2 In. Diam.	8-26	LF	715	\$ 10.00	\$ 7,150.00	\$ 1.90	\$ 1,358.50	\$ 2.00	\$ 1,430.00	\$ 1.90	\$ 1,358.50
10	Contracting Agency-Owned Conduit Schedule 40 PVC 2 In. Diam.	8-26	LF	3,830	\$ 14.00	\$ 53,620.00	\$ 1.90	\$ 7,267.00	\$ 2.00	\$ 7,660.00	\$ 1.90	\$ 7,267.00
11	PSE Vault	8-26	EA	7	\$ 2,000.00	\$ 14,000.00	\$ 1,050.00	\$ 7,350.00	\$ 380.00	\$ 2,680.00	\$ 2,550.00	\$ 17,850.00
12	PSE Junction Box	8-26	EA	9	\$ 3,500.00	\$ 31,500.00	\$ 730.00	\$ 6,570.00	\$ 380.00	\$ 3,420.00	\$ 1,150.00	\$ 10,350.00
13	PSE Handhole	8-26	EA	12	\$ 1,200.00	\$ 14,400.00	\$ 680.00	\$ 8,160.00	\$ 380.00	\$ 4,560.00	\$ 170.00	\$ 2,040.00
14	PSE Power Vault	8-26	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 1,150.00	\$ 2,300.00	\$ 750.00	\$ 1,500.00	\$ 3,100.00	\$ 6,200.00
15	Frontier Manhole	8-26	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 12,900.00	\$ 12,900.00
16	Frontier Handhole - On-Street	8-26	EA	7	\$ 2,800.00	\$ 19,600.00	\$ 4,200.00	\$ 29,400.00	\$ 2,000.00	\$ 14,000.00	\$ 4,560.00	\$ 31,920.00
17	Frontier Handhole - Off-Street	8-26	EA	25	\$ 4,500.00	\$ 112,500.00	\$ 780.00	\$ 19,500.00	\$ 2,000.00	\$ 50,000.00	\$ 1,480.00	\$ 36,500.00
18	Black Rock Cable Handhole Contracting Agency-Owned Pull Box	8-26	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 2,400.00	\$ 7,200.00	\$ 350.00	\$ 1,050.00	\$ 2,600.00	\$ 7,800.00
19	Contracting Agency-Owned Fiber Optic Cable	8-26	EA	6	\$ 100.00	\$ 600.00	\$ 775.00	\$ 4,650.00	\$ 500.00	\$ 3,000.00	\$ 800.00	\$ 4,800.00
20	Utility Vault Excavation Including Haul	8-26	LF	2,400	\$ 6.00	\$ 14,400.00	\$ 1.60	\$ 3,840.00	\$ 2.00	\$ 4,800.00	\$ 1.50	\$ 3,600.00
21	Utility Vault Bedding and Backfill	8-26	CY	200	\$ 20.00	\$ 4,000.00	\$ 45.00	\$ 9,000.00	\$ 30.00	\$ 6,000.00	\$ 9.00	\$ 1,800.00
22	Utility Vault Bedding and Backfill	8-26	TON	170	\$ 35.00	\$ 5,950.00	\$ 25.00	\$ 4,250.00	\$ 35.00	\$ 5,950.00	\$ 16.00	\$ 2,720.00
					Subtotal	\$ 877,100.00	Subtotal	\$254,310.50	Subtotal	\$319,462.00	Subtotal	\$371,938.00
					Sales Tax (8.7%)	\$ 76,307.70	Tax (8.7%)	\$ 22,125.01	Tax (8.7%)	\$ 27,793.19	Tax (8.7%)	\$ 32,358.67
					Schedule E Total	\$ 953,407.70		\$ 276,435.51		\$ 347,255.19		\$ 404,296.67

75

Schedule E, Utility Relocation

No.	Item	Reference	Unit	QTY	ENGINEER'S ESTIMATE (December 2010)			4			5			6		
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Controlled Density Fill	2-09	CY	75	\$ 125.00	\$ 9,375.00	\$ 125.00	\$ 9,375.00	\$ 125.00	\$ 9,375.00	\$ 100.00	\$ 7,500.00				
2	Multiple Conduit Trench Excavation Including Haul	8-26	LF	5,000	\$ 50.00	\$ 250,000.00	\$ 30.00	\$ 150,000.00	\$ 18.00	\$ 90,000.00	\$ 20.00	\$ 100,000.00				
3	PSE Conduit Schedule 40 PVC 2 In. Diam.	8-26	LF	500	\$ 8.00	\$ 4,000.00	\$ 0.80	\$ 400.00	\$ 0.75	\$ 375.00	\$ 1.60	\$ 800.00				
4	PSE Conduit Schedule 40 PVC 3 In. Diam.	8-26	LF	1,875	\$ 9.00	\$ 15,075.00	\$ 4.15	\$ 6,951.25	\$ 4.00	\$ 6,700.00	\$ 2.20	\$ 3,885.00				
5	PSE Conduit Schedule 40 PVC 4 In. Diam.	8-26	LF	7,245	\$ 12.00	\$ 86,940.00	\$ 4.20	\$ 30,429.00	\$ 4.05	\$ 29,342.25	\$ 2.50	\$ 18,112.50				
6	PSE Conduit Schedule 40 PVC 6 In. Diam.	8-26	LF	2,760	\$ 14.00	\$ 38,640.00	\$ 4.40	\$ 12,144.00	\$ 4.20	\$ 11,592.00	\$ 2.30	\$ 6,348.00				
7	Frontier Conduit Schedule 40 PVC 2 In. Diam.	8-26	LF	500	\$ 14.00	\$ 7,000.00	\$ 1.90	\$ 950.00	\$ 1.85	\$ 925.00	\$ 2.20	\$ 1,100.00				
8	Frontier Conduit Schedule 40 PVC 4 In. Diam.	8-26	LF	8,550	\$ 17.00	\$ 145,350.00	\$ 2.25	\$ 19,237.50	\$ 2.20	\$ 18,810.00	\$ 4.50	\$ 38,475.00				
9	Black Rock Cable Conduit Schedule 40 PVC 2 In. Diam. Contracting Agency-Owned	8-26	LF	715	\$ 10.00	\$ 7,150.00	\$ 1.90	\$ 1,358.50	\$ 2.00	\$ 1,430.00	\$ 2.20	\$ 1,573.00				
10	Contracting Agency-Owned Conduit Schedule 40 PVC 2 In. Diam.	8-26	LF	3,930	\$ 14.00	\$ 55,020.00	\$ 1.90	\$ 7,467.00	\$ 2.00	\$ 7,860.00	\$ 2.00	\$ 7,860.00				
11	PSE Vault	8-26	EA	7	\$ 2,000.00	\$ 14,000.00	\$ 1,600.00	\$ 11,200.00	\$ 730.00	\$ 5,110.00	\$ 400.00	\$ 2,800.00				
12	PSE Junction Box	8-26	EA	9	\$ 3,500.00	\$ 31,500.00	\$ 1,500.00	\$ 13,500.00	\$ 430.00	\$ 3,870.00	\$ 400.00	\$ 3,600.00				
13	PSE Handhole	8-26	EA	12	\$ 1,200.00	\$ 14,400.00	\$ 820.00	\$ 9,840.00	\$ 390.00	\$ 4,680.00	\$ 400.00	\$ 4,800.00				
14	PSE Power Vault	8-26	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 2,600.00	\$ 5,200.00	\$ 830.00	\$ 1,660.00	\$ 800.00	\$ 1,600.00				
15	Frontier Manhole	8-26	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,700.00	\$ 10,700.00	\$ 8,600.00	\$ 8,600.00				
16	Frontier Handhole - On-Street	8-26	EA	7	\$ 2,800.00	\$ 19,600.00	\$ 4,200.00	\$ 29,400.00	\$ 3,650.00	\$ 25,550.00	\$ 3,000.00	\$ 21,000.00				
17	Frontier Handhole - Off-Street	8-26	EA	25	\$ 4,500.00	\$ 112,500.00	\$ 1,000.00	\$ 25,000.00	\$ 600.00	\$ 15,000.00	\$ 2,200.00	\$ 55,000.00				
18	Black Rock Cable Handhole Contracting Agency-Owned Pull Box	8-26	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 2,600.00	\$ 7,800.00	\$ 2,110.00	\$ 6,330.00	\$ 400.00	\$ 1,200.00				
19	Contracting Agency-Owned Fiber Optic Cable	8-26	EA	6	\$ 100.00	\$ 600.00	\$ 1,000.00	\$ 6,000.00	\$ 605.00	\$ 3,630.00	\$ 1,100.00	\$ 6,600.00				
20	Utility Vault Excavation Including Haul	8-26	LF	2,400	\$ 6.00	\$ 14,400.00	\$ 1.60	\$ 3,840.00	\$ 1.55	\$ 3,720.00	\$ 2.80	\$ 6,720.00				
21	Utility Vault Bedding and Backfill	8-26	CY	200	\$ 20.00	\$ 4,000.00	\$ 30.30	\$ 6,060.00	\$ 15.00	\$ 3,000.00	\$ 40.00	\$ 8,000.00				
22	Utility Vault Bedding and Backfill	8-26	TON	170	\$ 35.00	\$ 5,950.00	\$ 29.00	\$ 4,930.00	\$ 30.00	\$ 5,100.00	\$ 25.00	\$ 4,250.00				
					Subtotal	\$ 877,100.00	Subtotal	\$373,082.25	Subtotal	\$264,759.25	Subtotal	\$309,623.50				
					Sales Tax (8.7%)	\$ 76,307.70	Tax (8.7%)	\$ 32,458.18	Tax (8.7%)	\$ 23,034.05	Tax (8.7%)	\$ 26,937.24				
					Schedule E Total	\$ 953,407.70		\$ 405,540.41		\$ 287,793.30		\$ 336,560.74				

155

CITY OF OAK HARBOR, WASHINGTON
CONSTRUCTION CONTRACT COVER SHEET

Contract Parties: City of Oak Harbor and _____

Contract Reference: SE Pioneer Way Reconstruction ENG-08-07

Description of Work: The project involves the reconstruction of approximately 2400 linear feet of roadway within seven downtown business district blocks, replacing pavement, sidewalks, and appurtenances from building face to building face. The work includes the underground conversion of overhead power and telecommunications facilities, the installation of approximately 500 linear feet of 12-inch sanitary sewer, and pipe bursting of approximately 1200 feet of 12-inch sanitary sewer. Additional work includes, but is not limited to, warm mix asphalt paving, concrete curb gutter and sidewalks, traffic control, fire hydrants installation, water service line installation, storm drainage water quality facilities, illumination and signal modifications, temporary erosion and sediment control, property restoration, and landscaping.

Contract Amount: Not to exceed \$ _____

Contract Period: Time for Completion: Work shall be substantially completed on or before September 2, 2011.

Indemnification: Indemnification Addendum

Insurance: SP 1-07.18 (Special Provisions)

Contract Documents: Agreement and Contract
Change Orders
Addenda 1 and Indemnification Addendum
Bid Proposal Form
Special Provisions
Amendments WSDOT Standard Specifications for Road, Bridge and
Municipal Construction (2010)
Agency Standard Plans
WSDOT Standard Plans
Appendices
Information/Instructions to Bidders
Bid Solicitation
Performance and Payment Bond
Notice of Award
Notice to Proceed

AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF OAK HARBOR (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The project involves the reconstruction of approximately 2400 linear feet of roadway within seven downtown business district blocks, replacing pavement, sidewalks, and appurtenances from building face to building face. The Work includes the underground conversion of overhead power and telecommunications facilities, the installation of approximately 500 linear feet of 12-inch sanitary sewer, and pipe bursting of approximately 1200 feet of 12-inch sanitary sewer. Additional Work includes, but is not limited to, warm mix asphalt paving, concrete curb gutter and sidewalks, traffic control, fire hydrants installation, water service line installation, storm drainage water quality facilities, illumination and signal modifications, temporary erosion and sediment control, property restoration, and landscaping. The project is a GreenRoads™ Pilot Project that will require documentation and assistance by the Contractor. All Work shall be in conformance with the Contract Plans, Contract Provisions, and the 2010 Standard Specifications for Road, Bridge and Municipal Construction.

ARTICLE 2. CONTRACT TIME.

The Contractor shall be substantially complete with the Work on or before September 2, 2011

ARTICLE 3. ROAD CLOSURE

No Road Closures will be allowed without prior approval from the Engineer.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract Documents.

AGREEMENT – Continued

ARTICLE 5. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

1. This Agreement and contract form;
2. The Call for Bids;
3. The Contractor's Proposal including the bid, bid schedule(s), information required of Bidder, and all required certificates and affidavits;
4. The Performance Bond and the Labor and Material Payment Bond;
5. Change Orders and written Change Directives issued after the effective date of this Agreement;
6. Addenda numbers _____, inclusive;
7. The Special Provisions;
8. Appendices _____, inclusive__
9. The Plans (or drawings):

10. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2010 edition;
11. Amendments to the WSDOT Standard Specification for Road, Bridge and Municipal Construction 2010 edition;

12. City of Oak Harbor Standard Details;

13. WSDOT Standard Plans;



AGREEMENT – Continued

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order. The document or documents assigned the small number or numbers being controlling over any document having a larger number in the numerical order set forth above. Provided, however, although the supplemental conditions incorporates standard specifications by reference, in case of conflict or inconsistency, these standard specifications have a numerical order as shown above.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may be amended only in writing by Addendum, Change Order or Change Directive as provided in the Contract Documents.

ARTICLE 6. MISCELLANEOUS.

No assignment of any of the Contractor's rights under or interests in the Contract Documents, including but not limited to rights to payment, will be allowed without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract Documents.

The Contract Documents are binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

AGREEMENT – Continued

INDEMNIFICATION ADDENDUM

_____ (hereinafter called Contractor) agrees to defend, indemnify and hold the City of Oak Harbor (hereinafter called Owner), its agents, and their sub-consultants harmless from any and all claims, demands, loses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this subcontract by Contractor or Contractor's agents or employees to the fullest extent permitted by law and subject to the limitation provided below.

Contractor's duty to indemnify Owner, its agents and its Engineer, and their sub-consultants shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or Owner's agents or employees.

Contractor's duty to indemnify Owner, its agents and its Engineer, and their sub-consultants for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner's agents or employees, and (b) Contractor or Contractor's agents or employees, shall apply only to the extent of negligence of Contractor or Contractor's agents or employees.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance act, Title 51 RCW. Further, the indemnification obligation under this subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided Contractors waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

Contractor's duty to defend, indemnify and hold Owner, its agents and its Engineer, and their sub-consultants harmless shall include as to all claims, demands, losses and liability to which is applies, Owner's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

Dated: _____

Dated: _____

Owner: CITY OF OAK HARBOR

Contractor: _____

By: _____

By: _____

Title: _____

Title: _____

Address for giving notices

License No. _____

Agent for service of process: _____

PROPOSAL

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

The undersigned has examined the Work site(s), local condition, the Contract Documents, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all of the requirements set forth in the Contract Documents and all applicable laws and regulations.

After the date and hour set for submitting the Proposals, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is awarded the Contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned agrees that the Owner reserves the right to award the Contract to the lowest qualified, responsible, responsive Bidder whose Proposal is in the best interests of the Owner. The Owner will determine at the time of award of the Contract which additives, if any, will be included in the Contract.

**S.E. PIONEER WAY RECONSTRUCTION
 BID AMOUNT - SCHEDULE A, ROADWAY**

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
1.	Type B Progress Schedule	1-02.6	L.S.	1	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
2.	Minor Change	1-04.4	EST.	1	\$55,500	\$55,500
3.	Quality Control Plan	1-05.5	L.S.	1	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
4.	Environmental Awareness Training Plan	1-07.5	L.S.	1	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
5.	Noise Mitigation Plan	1-07.5	L.S.	1	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
6.	SPCC Plan	1-07.15	L.S.	1	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
7.	Pedestrian Control and Protection	1-07.23	L.S.	1	\$ 30,000. ⁰⁰	\$ 30,000. ⁰⁰
8.	Force Account	1-09.6	EST.	1	\$10,000	\$10,000
9.	Mobilization	1-09.7	L.S.	1	\$ 250,000. ⁰⁰	\$ 250,000. ⁰⁰
10.	Project Temporary Traffic Control	1-10	L.S.	1	\$ 30,000. ⁰⁰	\$ 30,000. ⁰⁰
11.	Traffic Control Supervisor	1-10	L.S.	1	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
12.	Flaggers and Spotters	1-10	HR.	5,600	\$ 34. ⁰⁰	\$ 190,400. ⁰⁰
13.	Clearing and Grubbing	2-01	AC.	0.3	\$ 1,000. ⁰⁰	\$ 300. ⁰⁰
14.	Roadside Cleanup	2-01	EST.	1	\$30,000	\$30,000
15.	Removal of Structure and Obstruction	2-02	L.S.	1	\$ 50,000. ⁰⁰	\$ 50,000. ⁰⁰

P-2 Strider Construction Co., Inc.

163

S.E. PIONEER WAY RECONSTRUCTION
BID AMOUNT -- SCHEDULE A, ROADWAY

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
16.	Removing Miscellaneous Traffic Item	2-02	L.S.	1	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
17.	Removing Asphalt Conc. Pavement	2-02	S.Y.	720	\$ 2.50	\$ 1,800. ⁰⁰
18.	Removing Cement Conc. Pavement	2-02	S.Y.	1,500	\$ 4. ⁰⁰	\$ 6,000. ⁰⁰
19.	Removing Cement Conc. Sidewalk	2-02	S.Y.	3,800	\$ 7. ⁰⁰	\$ 26,600. ⁰⁰
20.	Removing Cement Conc. Curb and Gutter	2-02	L.F.	4,900	\$ 2. ⁰⁰	\$ 9,800. ⁰⁰
21.	Pulverize Bituminous Pavement	2-02	S.Y.	11,000	\$ 0.75	\$ 8,250. ⁰⁰
22.	Sawcutting	2-02	L.F.	3,000	\$ 2. ⁰⁰	\$ 6,000. ⁰⁰
23.	Hazardous Material Handling and Disposal	2-02	EST.	1	\$15,000	\$15,000
24.	Hazardous Material Excavation Incl. Haul	2-02	C.Y.	200	\$ 10. ⁰⁰	\$ 2,000. ⁰⁰
25.	Roadway Excavation Incl. Haul	2-03	C.Y.	5,200	\$ 10. ⁰⁰	\$ 52,000. ⁰⁰
26.	Unsuitable Foundation Excavation Incl. Haul	2-03	C.Y.	620	\$ 10. ⁰⁰	\$ 6,200. ⁰⁰
27.	Gravel Borrow Incl. Haul	2-03	TON	4,700	\$ 12. ⁰⁰	\$ 56,400. ⁰⁰
28.	Embankment Compaction	2-03	C.Y.	2,200	\$ 0.50	\$ 1,100. ⁰⁰
29.	Construction and Demolition Waste Management Plan	2-03	L.S.	1	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
30.	Shoring or Extra Excavation Cl. B	2-09	S.F.	7,300	\$ 0.10	\$ 730. ⁰⁰

P-3 Strider Construction Co., Inc.

164

S.E. PIONEER WAY RECONSTRUCTION
BID AMOUNT - SCHEDULE A, ROADWAY

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
31.	Controlled Density Fill	2-09	C.Y.	2	\$ 150. ⁰⁰	\$ 300. ⁰⁰
32.	Construction Geotextile for Separation	2-12	S.Y.	7,900	\$ 1. ³⁵	\$ 10,665. ⁰⁰
33.	Crushed Surfacing Top Course	4-04	TON	1,400	\$ 40. ⁰⁰	\$ 56,000. ⁰⁰
34.	WMA Cl. 1/2 In. PG 64-22	5-04	TON	3,360	\$ 104. ⁰⁰	\$ 349,440. ⁰⁰
35.	Asphalt Cost Price Adjustment	5-04	CALC	1	\$5,655	\$5,655
36.	Conc. Class 3000 for Wall Cap	6-02	C.Y.	12	\$ 400. ⁰⁰	\$ 4,800. ⁰⁰
37.	Pedestrian Handrail	6-19	L.F.	730	\$ 70. ⁰⁰	\$ 51,100. ⁰⁰
38.	Schedule A Storm Sewer Pipe 4 In. Diam.	7-04	L.F.	210	\$ 16. ⁰⁰	\$ 3,360. ⁰⁰
39.	Schedule A Storm Sewer Pipe 6 In. Diam.	7-04	L.F.	10	\$ 25. ⁰⁰	\$ 250. ⁰⁰
40.	Schedule A Storm Sewer Pipe 8 In. Diam.	7-04	L.F.	10	\$ 27. ⁰⁰	\$ 270. ⁰⁰
41.	Schedule A Storm Sewer Pipe 12 In. Diam.	7-04	L.F.	1,110	\$ 31. ⁰⁰	\$ 34,410. ⁰⁰
42.	Schedule A Storm Sewer Pipe 24 In. Diam.	7-04	L.F.	70	\$ 82. ⁰⁰	\$ 5,740. ⁰⁰
43.	Ductile Iron Storm Sewer Pipe 12 In. Diam.	7-04	L.F.	220	\$ 52. ⁰⁰	\$ 11,440. ⁰⁰
44.	Catch Basin Type 1	7-05	EA.	26	\$ 1,100. ⁰⁰	\$ 28,600. ⁰⁰
45.	Catch Basin Type 1L	7-05	EA.	1	\$ 1,200. ⁰⁰	\$ 1,200. ⁰⁰

P-4 Strider Construction Co., Inc.

165

**S.E. PIONEER WAY RECONSTRUCTION
 BID AMOUNT - SCHEDULE A, ROADWAY**

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
46.	Catch Basin Type 2 48 In. Diam.	7-05	EA.	17	\$ 3,600. ⁰⁰	\$ 61,200. ⁰⁰
47.	Concrete Inlet	7-05	EA.	5	\$ 900. ⁰⁰	\$ 4,500. ⁰⁰
48.	Filtterra Standard Unit - 4 Ft. x 4 Ft.	7-06	EA.	20	\$ 11,000. ⁰⁰	\$ 220,000. ⁰⁰
49.	Filtterra Standard Unit with Recessed Top - 4 Ft. x 4 Ft.	7-06	EA.	2	\$ 12,500. ⁰⁰	\$ 25,000. ⁰⁰
50.	Filtterra Standard Unit - 4 Ft. x 6 Ft.	7-06	EA.	2	\$ 12,500. ⁰⁰	\$ 25,000. ⁰⁰
51.	Filtterra Sump Unit - 4 Ft. x 4 Ft.	7-06	EA.	3	\$ 13,500. ⁰⁰	\$ 40,500. ⁰⁰
52.	Filtterra Sump Unit - 4 Ft. x 6 Ft.	7-06	EA.	1	\$ 15,000. ⁰⁰	\$ 15,000. ⁰⁰
53.	Silt Fence	8-01	L.F.	1,000	\$ 1.50	\$ 1,500. ⁰⁰
54.	ESC Lead	8-01	DAY	175	\$ 1. ⁰⁰	\$ 175. ⁰⁰
55.	Seeding and Fertilizing by Hand	8-01	S.Y.	670	\$ 0.60	\$ 402. ⁰⁰
56.	Street Cleaning	8-01	HR.	35	\$ 175. ⁰⁰	\$ 6,125. ⁰⁰
57.	Inlet Protection	8-01	EA.	89	\$ 45. ⁰⁰	\$ 4,005. ⁰⁰
58.	Erosion/Water Pollution Control	8-01	EST.	1	\$60,500	\$60,500
59.	PSIPE Pyrus calleryana 'Chanticleer' / CHANTICLEER FLOWERING PEAR	8-02	EA.	23	\$ 350. ⁰⁰	\$ 8,050. ⁰⁰
60.	PSIPE Bergenia cordifolia 'Winterglut' / WINTERGLOW BERGENIA	8-02	EA.	105	\$ 9. ⁰⁰	\$ 945. ⁰⁰

P-5

Strider Construction Co., Inc.

1466

**S.E. PIONEER WAY RECONSTRUCTION
 BID AMOUNT - SCHEDULE A, ROADWAY**

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
61.	PSIPE Epimedium x versicolor 'Sulphureum' / SULPHUREUM BARRENWORT	8-02	EA.	361	\$ 9. ⁰⁰	\$ 3,249. ⁰⁰
62.	PSIPE Geranium macrorrhizum 'Ingwersen's Variety / INGWERSEN'S CRANESBILL	8-02	EA.	214	\$ 9. ⁰⁰	\$ 1,926. ⁰⁰
63.	PSIPE Liriope muscari 'Majestic' / MAJESTIC LILY TURF	8-02	EA.	230	\$ 8. ⁵⁰	\$ 1,955. ⁰⁰
64.	PSIPE Nandina domestica 'Moonbay' / MOONBAY HEAVENLY BAMBOO	8-02	EA.	18	\$ 18. ⁰⁰	\$ 324. ⁰⁰
65.	PSIPE Rosa floribunda 'Nearly Wild' / NEARLY WILD ROSE	8-02	EA.	101	\$ 17. ⁰⁰	\$ 1,717. ⁰⁰
66.	PSIPE Rubus pentalobus 'Emerald Carpet' / EMERALD CARPET RUBUS	8-02	EA.	537	\$ 8. ⁵⁰	\$ 4,564. ⁵⁰
67.	PSIPE Narcissus 'Baby Moon' / BABY MOON DAFFODIL	8-02	EA.	400	\$ 5. ⁵⁰	\$ 2,200. ⁰⁰
68.	PSIPE Rudbeckia fulgida 'Goldstrum' / BLACK EYED SUSAN	8-02	EA.	54	\$ 8. ⁵⁰	\$ 459. ⁰⁰
69.	Topsoil Type A	8-02	C.Y.	298	\$ 32. ⁰⁰	\$ 9,536. ⁰⁰
70.	Topsoil Type C	8-02	C.Y.	364	\$ 30. ⁰⁰	\$ 10,920. ⁰⁰
71.	Fine Compost	8-02	C.Y.	70	\$ 35. ⁰⁰	\$ 2,450. ⁰⁰
72.	Bark or Wood Chip Mulch	8-02	C.Y.	35	\$ 55. ⁰⁰	\$ 1,925. ⁰⁰
73.	Backfill for Sand Drains	8-02	C.Y.	12	\$ 60. ⁰⁰	\$ 720. ⁰⁰
74.	Soil Amendment	8-02	EST	1	\$1,250	\$1,250
75.	Root Path	8-02	L.F.	450	\$ 15. ⁰⁰	\$ 6,750. ⁰⁰

P-6

Strider Construction Co., Inc.

167

**S.E. PIONEER WAY RECONSTRUCTION
 BID AMOUNT - SCHEDULE A, ROADWAY**

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
76.	Tree Guard	8-02	EA.	6	\$ 1,200. ⁰⁰	\$ 7,200. ⁰⁰
77.	Root Barrier	8-02	L.F.	951	\$ 7. ⁵⁰	\$ 7,132. ⁵⁰
78.	Property Restoration	8-02	EST.	1	\$20,000	\$20,000
79.	Irrigation System	8-03	L.S.	1	\$ 60,000. ⁰⁰	\$ 60,000. ⁰⁰
80.	Cement Conc. Traffic Curb and Gutter	8-04	L.F.	5,470	\$ 14. ⁰⁰	\$ 76,580. ⁰⁰
81.	Cement Conc. Pedestrian Curb	8-04	L.F.	20	\$ 35. ⁰⁰	\$ 700. ⁰⁰
82.	Extruded Curb	8-04	L.F.	90	\$ 6. ⁰⁰	\$ 540. ⁰⁰
83.	Trash/Recycling Receptacle	8-05	EA.	5	\$ 2,000. ⁰⁰	\$ 10,000. ⁰⁰
84.	Bike Rack	8-05	EA.	4	\$ 1,300. ⁰⁰	\$ 5,200. ⁰⁰
85.	Tree Grate	8-05	EA.	6	\$ 1,800. ⁰⁰	\$ 10,800. ⁰⁰
86.	Raised Planter	8-05	EA.	21	\$ 1,500. ⁰⁰	\$ 31,500. ⁰⁰
87.	Bench	8-05	EA.	13	\$ 2,000. ⁰⁰	\$ 26,000. ⁰⁰
88.	Hitching Ring Post with Granite Pavers	8-05	EA.	1	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
89.	Plaque Post with Granite Pavers	8-05	EA.	1	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
90.	Cement Conc. Driveway Entrance Type 1	8-06	S.Y.	350	\$ 46. ⁰⁰	\$ 16,100. ⁰⁰

P-7

Strider Construction Co., Inc.

168

**S.E. PIONEER WAY RECONSTRUCTION
 BID AMOUNT - SCHEDULE A, ROADWAY**

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
91.	Cement Conc. Driveway Entrance Type 2	8-06	S.Y.	150	\$ 46. ⁰⁰	\$ 6,900. ⁰⁰
92.	Cement Conc. Driveway Entrance Type 3	8-06	S.Y.	70	\$ 46. ⁰⁰	\$ 3,220. ⁰⁰
93.	Cement Conc. Driveway Entrance Type 4 Modified	8-06	S.Y.	150	\$ 46. ⁰⁰	\$ 6,900. ⁰⁰
94.	Remove and Reset Coated Chain Link Fence	8-12	L.F.	70	\$ 15. ⁰⁰	\$ 1,050. ⁰⁰
95.	Monument Case, Cover, and Pipe	8-13	EA.	6	\$ 325. ⁰⁰	\$ 1,950. ⁰⁰
96.	Cement Conc. Sidewalk	8-14	S.Y.	5,100	\$ 41. ⁰⁰	\$ 209,100. ⁰⁰
97.	Cement Conc. Curb Type Perpendicular A	8-14	EA.	29	\$ 100. ⁰⁰	\$ 2,900. ⁰⁰
98.	Cement Conc. Curb Type Parallel A	8-14	EA.	5	\$ 1,100. ⁰⁰	\$ 5,500. ⁰⁰
99.	Cement Conc. Curb Type Parallel B	8-14	EA.	1	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
100.	Cement Conc. Curb Type Perpendicular A Modified	8-14	EA.	3	\$ 1,000. ⁰⁰	\$ 3,000. ⁰⁰
101.	Cement Conc. Curb Type Handicap	8-14	EA.	2	\$ 1,100. ⁰⁰	\$ 2,200. ⁰⁰
102.	Traffic Signal System Modification - SE Pioneer Way/SE City Beach St.	8-20	L.S.	1	\$ 14,000. ⁰⁰	\$ 14,000. ⁰⁰
103.	Traffic Signal System Modification - SE Pioneer Way/SE Midway Blvd.	8-20	L.S.	1	\$ 25,000. ⁰⁰	\$ 25,000. ⁰⁰
104.	Illumination System Complete	8-20	L.S.	1	\$ 400,000. ⁰⁰	\$ 400,000. ⁰⁰
105.	Permanent Signing	8-21	L.S.	1	\$ 12,000. ⁰⁰	\$ 12,000. ⁰⁰

P-8

169

Strider Construction Co., Inc.

**S.E. PIONEER WAY RECONSTRUCTION
 BID AMOUNT - SCHEDULE A, ROADWAY**

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
106.	Plastic Parking Line	8-22	L.F.	3,350	\$ 2. ⁰⁰	\$ 6,700. ⁰⁰
107.	Plastic Line	8-22	L.F.	120	\$ 3. ⁰⁰	\$ 360. ⁰⁰
108.	Plastic Traffic Arrow	8-22	EA.	18	\$ 400. ⁰⁰	\$ 7,200. ⁰⁰
109.	Plastic Crosswalk ^{Parking} Line	8-22	S.F.	1,264	\$ 8. ⁰⁰	\$ 10,112. ⁰⁰
110.	Plastic Stop Line	8-22	L.F.	107	\$ 11. ⁰⁰	\$ 1,177. ⁰⁰
111.	Plastic Access Parking Space Symbol	8-22	EA.	8	\$ 300. ⁰⁰	\$ 2,400. ⁰⁰
112.	Temporary Pavement Marking	8-23	L.F.	3,000	\$ 0. ⁵⁰	\$ 1,500. ⁰⁰
113.	Gravity Block ^{Structural Earth} Wall	8-24	S.F.	810	\$ 22. ⁰⁰	\$ 17,820. ⁰⁰
114.	Field Office Building	8-53	L.S.	1	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
115.	Adjust Catch Basin	7-05	EA	10	\$ 600. ⁰⁰	\$ 6,000. ⁰⁰
116.	Reconstruct ^{REBUILD} Catch Basin	7-05SP	EA	6	\$ 1,000. ⁰⁰	\$ 6,000. ⁰⁰

Subtotal:.....\$ 2,980,899.⁰⁰
 Washington State Sales Tax (8.7%):.....\$ NOT APPLICABLE
TOTAL BID AMOUNT - SCHEDULE A:.....\$ 2,980,899.⁰⁰

P-9

Strider Construction Co., Inc.

170

S.E. PIONEER WAY RECONSTRUCTION
BID AMOUNT - SCHEDULE B, PARKING ALTERNATIVE

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
1.	Mobilization	1-09.7	L.S.	1	\$ 1,000. ⁰⁰	\$ 1,000. ⁰⁰
2.	Clearing and Grubbing	2-01	AC.	0.2	\$ 1,000. ⁰⁰	\$ 200. ⁰⁰
3.	Removal of Structure and Obstruction	2-02	L.S.	1	\$ 3,000. ⁰⁰	\$ 3,000. ⁰⁰
4.	Gravel Borrow Incl. Haul	2-03	TON	630	\$ 4.50	\$ 2,835. ⁰⁰
5.	Embankment Compaction	2-03	C.Y.	340	\$ 0. ⁵⁰	\$ 170. ⁰⁰
6.	Crushed Surfacing Top Course	4-04	TON	50	\$ 40. ⁰⁰	\$ 2,000. ⁰⁰
7.	WMA Cl. 1/2 In. PG 64-22	5-04	TON	150	\$ 104. ⁰⁰	\$ 15,600. ⁰⁰
8.	Asphalt Cost Price Adjustment	5-04	CALC	1	\$252	\$252
9.	Conc. Class 3000 for Wall Cap	6-02	C.Y.	7	\$ 400. ⁰⁰	\$ 2,800. ⁰⁰
10.	Structural Earth Wall	6-13	S.F.	2,420	\$ 27. ⁰⁰	\$ 63,340. ⁰⁰

P-10 Strider Construction Co., Inc.

171

S.E. PIONEER WAY RECONSTRUCTION
BID AMOUNT - SCHEDULE B, PARKING ALTERNATIVE

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
11.	Pedestrian Handrail	6-19	L.F.	20	\$ 70. ⁰⁰	\$ 1,400. ⁰⁰
12.	Erosion/Water Pollution Control	8-01	EST.	1	\$2,300	\$2,300
13.	Cement Conc. Vee Gutter	8-04	L.F.	210	\$ 20. ⁰⁰	\$ 4,200. ⁰⁰
14.	3M Stamark - Parking Line	8-22	L.F.	480	\$ 2. ⁰⁰	\$ 960. ⁰⁰
15.	Plastic Access Parking Space Symbol	8-22	EA.	1	\$ 300. ⁰⁰	\$ 300. ⁰⁰
16.	ILLUMINATION SYSTEM Alt Parking Complete	8-20	LS	1	\$ 15,000. ⁰⁰	\$ 15,000. ⁰⁰
17.					\$	\$
18.					\$	\$
19.					\$	\$
20.					\$	\$

Subtotal:.....\$ 117,357.⁰⁰

Washington State Sales Tax (8.7%):.....\$ NOT APPLICABLE

TOTAL BID AMOUNT - SCHEDULE B:.....\$ 117,357.⁰⁰

P-11 Strider Construction Co., Inc.

172

S.E. PIONEER WAY RECONSTRUCTION
BID AMOUNT - SCHEDULE C, SANITARY SEWER

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
1.	Gravel Borrow Incl. Haul	2-03	TON	600	\$ 10. ⁰⁰	\$ 6,000. ⁰⁰
2.	Shoring or Extra Excavation Class B	2-09	S.F.	2,200	\$ 0. ⁵⁰	\$ 1,100. ⁰⁰
3.	Controlled Density Fill	2-09	C.Y.	30	\$ 80. ⁰⁰	\$ 2,400. ⁰⁰
4.	Manhole 48 In. Diam. Type III	7-05	EA.	2	\$ 2,500. ⁰⁰	\$ 5,000. ⁰⁰
5.	Adjust Manhole	7-05	EA.	6	\$ 650. ⁰⁰	\$ 3,900. ⁰⁰
6.	PVC Sanitary Sewer Pipe 10 In. Diam.	7-17	L.F.	510	\$ 20. ⁰⁰	\$ 10,200. ⁰⁰
7.	Sanitary Sewer Lateral, PVC SDR 35, ASTM D3034, 6 In. Diam.	7-18	L.F.	1,155	\$ 38. ⁰⁰	\$ 43,890. ⁰⁰
8.	Sanitary Sewer Lateral, PVC SDR 14, ASTM C900, 6 In. Diam.	7-18	L.F.	680	\$ 31. ⁰⁰	\$ 21,080. ⁰⁰
9.	Sewer Lateral Concrete Encasement	7-18	C.Y.	70	\$ 85. ⁰⁰	\$ 5,950. ⁰⁰
10.	Sewer Cleanout	7-19	EA.	65	\$ 500. ⁰⁰	\$ 32,500. ⁰⁰
11.	Mainline Sewer Cleanout	7-19	EA.	1	\$ 2,400. ⁰⁰	\$ 2,400. ⁰⁰
12.	Manhole Rehabilitation 48 In. Diam., Type III, 5-10 Feet	7-20	EA.	4	\$ 3,400. ⁰⁰	\$ 13,600. ⁰⁰
13.	Manhole Rehabilitation 48 In. Diam., Type III, > 10-15 Feet	7-20	EA.	2	\$ 4,400. ⁰⁰	\$ 8,800. ⁰⁰
14.	Sewer Pipe Lining 8 In. Diam.	7-21	L.F.	410	\$ 28. ⁰⁰	\$ 11,480. ⁰⁰
15.	Sewer Pipe Lining 12 In. Diam.	7-21	L.F.	880	\$ 32. ⁰⁰	\$ 28,160. ⁰⁰

P-12 Strider Construction Co., Inc.

173

S.E. PIONEER WAY RECONSTRUCTION
BID AMOUNT - SCHEDULE C, SANITARY SEWER

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
16.	Sewer Pipe Lining 15 In. Diam.	7-21	L.F.	330	\$ 54. ⁰⁰	\$ 17,820. ⁰⁰
17.	Spot Repairs or Removal of Line Obstructions, 12 In. Diam., 5-10 Feet	7-21	L.F.	120	\$ 22. ⁰⁰	\$ 2,640. ⁰⁰
18.	Spot Repair or Removal of Line Obstructions, 15 In. Diam., 5-10 Feet	7-21	L.F.	90	\$ 28. ⁰⁰	\$ 2,520. ⁰⁰
19.	Connection of 6 In. Diam. Lateral to CIPP Sewer Main	7-21	EA.	42	\$ 275. ⁰⁰	\$ 11,550. ⁰⁰
20.	Connection of 6 In. Diam. Lateral to CIPP By Trenchless Method	7-21	EA.	37	\$ 450. ⁰⁰	\$ 16,650. ⁰⁰
21.	Sewage Diversion and Bypass Pumping	7-22	L.S.	1	\$ 18,000. ⁰⁰	\$ 18,000. ⁰⁰
22.					\$	\$
23.					\$	\$
24.					\$	\$
25.					\$	\$

Subtotal:.....\$ 2165,640.⁰⁰
 Washington State Sales Tax (8.7%):.....\$ 23,110.⁶⁸
TOTAL BID AMOUNT - SCHEDULE C:.....\$ 288,750.⁶⁸

P-13 Strider Construction Co., Inc.

174

BID AMOUNT - SCHEDULE D, Water Line

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
1.	Shoring or Extra Excavation Class B	7-08	SF	3000	\$ 0.50	\$ 1,500.00
2.	Ductile Iron Pipe of Water Main 8 In. Diam.	7-09SP	LF	599	\$ 60.00	\$ 35,940.00
3.	Gate Valve	7-12SP	EA	6	\$ 1,200.00	\$ 7,200.00
4.	Hydrant Assembly	7-14SP	EA	2	\$ 3,200.00	\$ 6,400.00
5.	Relocate Existing Fire Hydrant, Existing Connection to the Main	7-14SP	EA	1	\$ 1,800.00	\$ 1,800.00
6.	Remove and Relocate Existing Fire Hydrant, New Connection to the Main	7-14SP	EA	1	\$ 4,000.00	\$ 4,000.00
7.	Reconnecting Existing Hydrant	7-14SP	EA	1	\$ 1,600.00	\$ 1,600.00
8.	Service connection 2in. Diam. w/ setter	7-15SP	EA	8	\$ 2,600.00	\$ 20,800.00
9.	Service connection 2in. Diam.	7-15SP	EA	48	\$ 2,200.00	\$ 105,600.00
10.						

Subtotal:.....\$ 184,840.00
 Washington State Sales Tax (8.7%):.....\$ 16,081.08
TOTAL BID AMOUNT - SCHEDULE D:.....\$ 200,921.08

Strider Construction Co., Inc.

175

S.E. PIONEER WAY RECONSTRUCTION
BID AMOUNT - SCHEDULE E, UTILITY RELOCATION

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
1.	Controlled Density Fill	2-09	C.Y.	75	\$ 80. ⁰⁰	\$ 6,000. ⁰⁰
2.	Multiple Conduit Trench Excavation Incl. Haul	8-26	L.F.	5,000	\$ 11. ⁰⁰	\$ 55,000. ⁰⁰
3.	PSE Conduit Schedule 40 PVC 2 In. Diam.	8-26	L.F.	500	\$ 0.80	\$ 400. ⁰⁰
4.	PSE Conduit Schedule 40 PVC 3 In. Diam.	8-26	L.F.	1,675	\$ 4.20	\$ 7,035. ⁰⁰
5.	PSE Conduit Schedule 40 PVC 4 In. Diam.	8-26	L.F.	7,245	\$ 4.30	\$ 31,153. ⁵⁰
6.	PSE Conduit Schedule 40 PVC 6 In. Diam.	8-26	L.F.	2,760	\$ 4.50	\$ 12,420. ⁰⁰
7.	Frontier Conduit Schedule 40 PVC 2 In. Diam.	8-26	L.F.	500	\$ 1.90	\$ 950. ⁰⁰
8.	Frontier Conduit Schedule 40 PVC 4 In. Diam.	8-26	L.F.	8,550	\$ 2.30	\$ 19,665. ⁰⁰
9.	Black Rock Cable Conduit Schedule 40 PVC 2 In. Diam.	8-26	L.F.	715	\$ 1.90	\$ 1,358. ⁵⁰
10.	Contracting Agency- Owned Conduit Schedule 40 PVC 2 In. Diam.	8-26	L.F.	3,930	\$ 1.90	\$ 7,467. ⁰⁰
11.	PSE Vault	8-26	EA.	7	\$ 1,050. ⁰⁰	\$ 7,350. ⁰⁰
12.	PSE Junction Box	8-26	EA.	9	\$ 730. ⁰⁰	\$ 6,570. ⁰⁰
13.	PSE Handhole	8-26	EA.	12	\$ 680. ⁰⁰	\$ 8,160. ⁰⁰
14.	PSE Power Vault	8-26	EA.	2	\$ 1,150. ⁰⁰	\$ 2,300. ⁰⁰
15.	Frontier Manhole	8-26	EA.	1	\$ 12,000. ⁰⁰	\$ 12,000. ⁰⁰

P-15

Strider Construction Co., Inc.

176

S.E. PIONEER WAY RECONSTRUCTION

BID AMOUNT - SCHEDULE E, UTILITY RELOCATION

NO.	ITEM	REF	UOM	UNITS	UNIT PRICE	AMOUNT
16.	Frontier Handhole - On-Street	8-26	EA.	7	\$ 4,200. ⁰⁰	\$ 29,400. ⁰⁰
17.	Frontier Handhole - Off-Street	8-26	EA.	25	\$ 780. ⁰⁰	\$ 19,500. ⁰⁰
18.	Black Rock Cable Handhole	8-26	EA.	3	\$ 2,400. ⁰⁰	\$ 7,200. ⁰⁰
19.	Contracting Agency-Owned Pull Box	8-26	EA.	6	\$ 775. ⁰⁰	\$ 4,650. ⁰⁰
20.	Contracting Agency-Owned Fiber Optic Cable	8-26	L.F.	2,400	\$ 1.60	\$ 3,840. ⁰⁰
21.	Utility Vault Excavation Incl. Haul	8-26	C.Y.	200	\$ 45. ⁰⁰	\$ 9,000. ⁰⁰
22.	Utility Vault Bedding and Backfill	8-26	TON	170	\$ 25. ⁰⁰	\$ 4,250. ⁰⁰
23.					\$	\$.
24.					\$	\$.
25.					\$	\$.

Subtotal:.....\$ 255,669.⁰⁰
 Washington State Sales Tax (8.7%):.....\$ 22,243.²⁰
TOTAL BID AMOUNT - SCHEDULE E:.....\$ 277,912.²⁰

P-16

Strider Construction Co., Inc.

177

TOTAL BID AMOUNT - SCHEDULE A		\$ 2,980,899. ⁰⁰
TOTAL BID AMOUNT - SCHEDULE B		\$ 117,357. ⁰⁰
TOTAL BID AMOUNT - SCHEDULE C		\$ 288,750. ⁶⁰
TOTAL BID AMOUNT - SCHEDULE D		\$ 200,921. ⁰⁰
TOTAL BID AMOUNT - SCHEDULE E		\$ 277,912. ²⁰
TOTAL BID AMOUNT - SCHEDULE F		\$
TOTAL BID AMOUNT		\$ 3,865,839. ⁹⁶

P-17 Strider Construction Co., Inc.

178

PROPOSAL -- Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: Strider Construction Co., Inc.

Address: 4721 Northwest Drive, Bellingham, WA 98226

Telephone No.: (360) 380-1234

Contact Person for this Project: Nathan Cutler

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above:

22 years.

Gross dollar amount of Work under Contract: ± \$21 Million

Gross dollar amount of Contracts not completed: ± \$ 8 Million

General character of Work performed by firm: Water & Wastewater Treatment Facilities, Roads, Bridges, Underground Utilities, Environmental Remediation, Highway, Site Work, Sewer and Water Mains, etc.

List of three (3) major projects of a similar nature, as specified in Section 1-02.1 of the Special Provisions, that have been completed by the Contractor within the last five (5) years and the gross dollar amount of each project:

Project Name	Amount	Owner	Engineer's Name	Phone
<u>Please see 'Attachment A'.</u>				

Strider Construction Co., Inc.

Bidder's Qualifications

Job Name Contract #	Contract Amount Est. Completion	Sub or Prime	Contracting Agency Mailing Address	Owner/Agency Representative Rep. Company (if Different) Representative Phone Number	Class of Work
Main Street Phase 2a Project	\$2,035,310.00	P	City of Ferndale 2095 Main Street Ferndale WA 98248-	Ms. Katy Radder 360-384-4006	Sewer/Water Main Grading Sidewalk Illumination System Landscaping
STPUS-8030(005)	11/3/2010				
BNSF Skykomish NWDZ Remediation	\$ Confidential In excess of \$10 Million	P	BNSF Railway Company 2454 Occidental Ave., Ste 1A Seattle WA 98134-	Mr. Mike Byers, P.E. Crete Consulting, Inc. (206) 491-7554	Environ. Remediation Demolition Mass Excavation Piping Utilities-Underground
BF54804	10/31/2011				
Sewer Replacement Project	\$3,513,497.00	P	Town of Friday Harbor P.O. Box 219 Friday Harbor WA 98250-	Mr. King Fitch (360)378-2810	Offshore Pipe Installatin Sewer/Water Main Pump Station Concrete Structures Sidewalk
T-32	6/30/2009				
Hannegan Road/SR544 (Pole Road) Signalization Project	\$2,418,234.00	P	Whatcom County Public Works Department 2011 Young St., Suite 201 Bellingham WA 98225-	Mr. Gary Goodall (360)715-7450	Traffic Signal System Storm Drainage System Excavation Grading Sidewalk
CRP #904002	5/15/2009				

100

Attachment A

Job Name Contract #	Contract Amount Est. Completion	Sub or Prime	Contracting Agency Mailing Address	Owner/Agency Representative Rep. Company (If Different) Representative Phone Number	Class of Work
2008 Skykomish Remediation BF49450	\$ Confidential In excess of \$10 MILLION 6/1/2009	P	BNSF Railway Company 2454 Occidental Ave. S, Suite 1A Seattle WA 98134	Mr. Michael Byers, P.E. Crete Consulting, Inc. (206) 491-7554	Environ. Remediation Piping Mass Excavation Demolition Utilities-Underground
51st Ave NE- 122nd PI NE Intersection Impr. CA14-07	\$4,595,178.00 12/15/2008	P	Snohomish County 3000 Rockefeller Ave., MS:607 Everett WA 98201-	Mr. Darrell Ash (425) 388-3344	Roadwork Sidewalk Box Culvert MSE Wall Dewatering
Comet Bay Rd to Rosario Rd Vic Safety Improvements 7262	\$4,543,589.00 6/1/2008	P	WSDOT Mt. Vernon Project Office 1109 E. Hickox Road Mt. Vernon WA 98273-	Mr. David Crisman, P.E. (360)428-1593	Roadwork Guardrail Concrete Slabs & Bollards Utilities Traffic Control
Holly Street Gateway Improvements 113B-2006	\$1,976,461.00 2/15/2008	P	City of Bellingham 210 Lottie Street Bellingham WA 98225-	Mr. Derek Holz, P.E. (360)778-7900	Concrete Removal Sidewalk Roadwork Paving Utilities-Underground
Mission Ridge Road DTFH70-07 -C-000	\$11,331,316.00 10/21/2008	P	Western Federal Lands Highway Division 610 East Fifth Street Vancouver WA 98661-	Mr. Pete V. Gonzalez WFLHD (360) 829-4198	Roadwork MSE Wall Concrete Barrier Grading Paving

1001

Job Name Contract #	Contract Amount Est. Completion	Sub or Prime	Contracting Agency Mailing Address	Owner/Agency Representative Rep. Company (if Different) Representative Phone Number	Class of Work
North Olympic Avenue Reconstruction Project P02-171	\$4,173,753.00 10/15/2007	P	City of Arlington 238 North Olympic Ave. Arlington WA 98223-	Mr. Paul Ellis (360)403-4603	Roadwork Sewer/Water Main Utilities-Underground Piping Sidewalk
General 308 Irrigation System Phase 2 Stage 3 Improvements IR2059	\$1,134,839.00 4/16/2007	P	City of Yakima 2301 Fruitvale Blvd Yakima WA 98902-	Mr. Michael Battle, P.E. Huibregtse, Louman, Assoc (509)575-6020	Piping Irrigation Paving
Helmick Road Project ES95510-2	\$3,873,379.00 11/1/2007	P	Skagit County Public Works 1800 Continental Place Mount Vernon WA 98273-	Ms. Janice Marlega 360-336-9400	Stream Habitat Restoration Roadwork Bridge-Concrete Utilities
East Lynden Sewer System Improvements	\$3,008,486.00 7/15/2006	P	City of Lynden 323 Front Street Lynden WA 98264-	Mr. Mark Sandal (360)354-3446	Sewer/Water Main Pump Station Piping Sitework

102

PROPOSAL - Continued

List major pieces of equipment that are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

Please see 'Attachment B'. All equipment owned by Strider Construction Co., Inc.

Bank Reference: Washington Federal Savings, 9929 Evergreen Way, Everett, WA 98204
Attn: Michael Hall, V.P., 425-212-2270

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

8 general superintendents/responsible employees. Years range from 5 - 25.

Have you changed bonding companies within the last three (3) years? No.

If so, why? (Optional) N/A.

Have you ever been sued by the client or have you ever sued the client on any Public Works Contract for a special district, municipality, county, or state government? No.

For what reason? N/A.

Disposition of case, if settled: N/A.

Do you have any outstanding payments due to the Department of Revenue?

No.

Bidder agrees that the City shall retain the right to obtain any and all credit reports.

X

Yes

James A. Gebhardt
President

Signature

No

Signature

Equipment List

Strider Construction Co., Inc.

NEW# DESCRIPTION

NEW# DESCRIPTION

NEW# DESCRIPTION

CB11	Ford 755B Backhoe 1992	CF61	Hyster 150 Forklift 96' 1969	MF50	Ford F550 2004
CB16	Ford 675D Backhoe 1995	CF62	Cat TH83 Forklift 1996	MF51	Ford F550 2004
CB17	Ford 655C Backhoe 1990	CF63	Clark Forklift	MF52	Ford F550 2000
CB18	Ford 755B Backhoe 1991	CF65	GEHL 553	MF53	Ford F550 2000
CB19	NH 575E Backhoe 1998	CF66	Mitsubshi FD40	MF54	Ford F550 2000
CC48	Sakai SW 350 2000	CF68	GEHL 883 1997	MF55	Ford F550 2000
CC49	Sakai SW350 2000	CF69	GEHL 553 1997	MF56	Ford F550 2001
CC51	Bomag 120AD Roller 1988	CF70	Komatsu Forklift 2000	MF57	Ford F550 2001
CC52	Bomag 120AD Roller 1989	CF71	Geni-Lift	MF58	Ford F550 2002
CC53	IR SD100D Vibrate Roller 1986	CF73	Geni Scissor Lift	MF59	International 2004
CC54	Vibromax Compactor	CF80	Grove RT740 Crane 1982	MF64	Ford F450 1991
CC55	Vibromax 265 Compactor	CG42	Cat 140G Grader 1977	MF67	Chevy LD 1995
CC56	Sakai Vibratory Compactor 2000	CG43	CAT 140G Grader 1985	MF69	Chevy HD 1998
CC57	Sakai Vibratory Compactor 2000	CG44	635B Leeboy Grader 2005	MF70	Chevy HD 1999
CC58	Hyster C450 Artcltd Sheepsfoot	CG45	JD 870D Grader 2005	MF71	Ford F550 1999
CC60	Sakai SV505 2005	CL10	JD210LE Landscape Loader 2003	MH09	Ford Econoline 2006
CC61	Sakai SW320 2006	CL30	Cat IT28G Wheel Loader 1998	MH10	2005 Chevy Silverado
CC62	36" DD Roller	CL32	Cat IT28G Loader 1998	MH12	Ford F250 1999
CD21	Cat D8H Dozer 1979	CL34	JD 544G Loader 1996	MH13	Isuzu Hombre 1996
CD22	Cat D6C LGP Dozer 1972	CL35	JD TC54 Loader 1999	MH15	Ford Ranger 2004
CD24	JD 550G-TC Dozer 1998	CL36	JD544H Wheel Loader 2000	MH17	2006 Chev C1500
CD26	JD 450B Dozer 1986	CL37	2005 Cat 930G	MH20	Ford F150 2004
CD28	JD 550 GTC LT Dozer	CO20	Rev Drill 35 2006	MH21	Ford F150 1999
CD31	JD650G LGP Dozer 1998	CO30	Brush Cutter Promac 36MPII	MH22	Ford F150 1997
CD32	JD650G LGP Dozer 1997	CO44	14' Brushhog Offset Disc 28'	MH23	GMC K1500 2000
CD33	JD 650LPG	CO46	Zipper Asphalt Grinder 1996	MH24	Toyota Tundra 2004
CD34	JD 450G Crawler Dozer	CO48	Asphalt Grinder	MH25	Toyota Tundra 2004
CD96	Cat D8H Dozer 1978	CO71	Rosco RB28 Sweeper 1989	MH26	Chev 2005 Silverado
CE01	Hitachi 200LC Excavator 1989	CO72	Rosco RB38 Sweeper 1991	MH27	Toyota Tundra 2006
CE02	Hitachi Ex120 Excavator 1996	CO73	Rosco Sweeper	MH29	2006 Toyota Tundra 4X4
CE06	Hitachi EX150-5 LC 1998	CO74	Rosco RB48 Sweeper	MH30	2008 Chev CK 3500
CE09	JD 992 LC Excavator 1995	CO75	Rosco RB48 Sweeper	MH31	2008 Toyota Tundra 4WD
CE10	Hitachi EX700 Excavator 1991	CS45	JD 862 Scraper 1980	MH32	Toyota Tundra 4WD 2008
CE11	Hitachi EX200 Excavator 2000	MD02	Kenworth T800 Dump Truck 1998	MH33	Chevy 3/4 HD 1999
CE12	Hitachi EX150 Excavator 2000	MD03	Peterbilt 385 DT 1998	MH34	Chev Silverado ExtCab 2008
CE14	Hitachi EX400 Excavator 1996	MD04	IH Dump Truck 1990	MH35	Ford F250 2000
CE15	Hitachi EX135 Excavator 1999	MD05	Ford Dump Truck 1983	MH36	Ford F250 1999
CE16	Hitachi EX135 Excavator 2000	MD06	Ford 9000 Dump Truck 1983	MH37	Chevy 2500 2003
CE17	Hitachi EX135 Excavator 1999	MD07	Kenworth T800 1999	MH38	Chev Silverado 25 2008
CE18	Hitachi ZX225 Excavator 2002	MD08	Kenworth T800B 2006	MH39	Chev Silverado 25 2008
CE19	Hitachi EX400 LC-5 1998	MD09	Kenworth T800 2007	MH40	Chev Silverado 25 2008
CE20	Hitachi EX150 LC-5 2002	MD11	Kenworth T800B 2007	MH60	Ford F350 4dr 2004
CE21	Hitachi ZX200LC 2003	ME01	TK 50 Lowboy Trailer	MH87	Bravada 2003
CE22	Hitachi ZX135 2001	ME02	TK 50 Trailer 1999	MH88	Toyota 4runner 2005
CE23	Hitachi ZX200LC 2002	ME12	TK 20 Trailer 1989	MH95	Ford F350 Pickup 1992
CE24	Hitachi EX135 2000	ME17	Peterson Dolly	MH99	Dodge Ram 1995
CE25	Kubota KX121-3 2004	ME18	Homemade Converter Dolly 1980	MK14	Frtlnr FL80 1999
CE26	Hitachi ZX200LC 2005	ME19	TK 50 Trailer	MK15	Frtliner Water Truck 1999
CE27	Kubota KX161 2006	ME20	TK 50 2005	MK16	Frtliner Water Truck 2000
CE28	Kubota K008-3 2006	ME21	PJ 32' trlr 2006	MK17	HM Fuel Tank/Trailer 1989
CE29	Kubota K008-3 2006	ME22	8X16 magnum 2005	MK18	Chev TK Water truck 1991
CE30	Hitachi ZX135 Excavator 2006	ME30	Olympic trailer 30TDT-3 2004	MK19	Frtliner Water Truck 1999
CE31	Kubota KX1213R3 2007	ME50	Converter Dolly	MK20	Intl Water Truck 1999
CE32	Kubota KX121-3 2007	ME93	12' Alum Boat	MK23	Chevy Fuel Truck 1977
CE33	JD 450D 2006	MF47	Ford F550 2004	MK24	Intl Fuel Truck 1982
CE34	Hitachi ZX225LC Exc 2007	MF48	Ford F550 2006	MK25	International Fuel Truck 1991
CF60	Hyster H80C	MF49	Ford F550 2004	MM66	IH Truck 1994

PROPOSAL - Continued

WORK COMPLETED BY CONTRACTOR

List the Work and the dollar amount thereof that the Contractor will complete with its forces, if awarded the Contract.

Work to be Performed	Dollar Amount
ALL WORK NOT LISTED BELOW WILL BE PERFORMED BY STRIDER	APPROX. \$ 2 MILLION

PROPOSED SUBCONTRACTORS

List all other Subcontractors and their Washington State Department of Licensing Contractor's Registration No. that will be used on the Work if you are awarded the Contract, together with the Work to be performed. This information shall be provided to the Owner and Engineer within three days of the bid opening.

Work to be Performed	Subcontractor (Name and Registration No.)
ELECTRICAL	SERVICE ELECTRIC SERVIEC564RU
CAST-IN-PLACE PIPE (CIPP)	INS ITUFORM INSITT1020NP
MANHOLE REHAB	SUNCOAST ENVIRONMENTAL SUNCOEN030JB
CONCRETE WORK SIDEWALK CURB & GUTTER	S AND S CONCRETE SSCONCI981P2
ASPHALT PAVING	LAKEIDE INDUSTRIES LAKESI274JD
IRRIGATION & LANDSCAPING	OUTWEST LANDSCAPE & IRRIGATION OUTWELI099DH
HANDRAIL & FENCING	GUYLINE GUYLICCI12MC

PROPOSAL – Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient
1	1-14-2011	Nathan Cotler
2	1-18-2011	Nathan Cotler

NOTE: Contractor is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract Time granted under the Contract Documents, the undersigned agrees to substantially complete the Work required under this Contract by September 2, 2011.

The undersigned has reviewed and fully understands the provisions in the Contract Documents regarding liquidated damages and agrees that liquidated damages shall be \$200.00 (US) for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned's Washington State Department of Labor and Industries Workman's Compensation Account No. is 548,463-009.

The undersigned has reviewed all insurance requirements contained in the Contract Documents and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance has been included in this Proposal.

The undersigned waives its immunity under applicable Workman's Compensation Statutes including, but not limited to, R.C.W. Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.

PROPOSAL – Continued

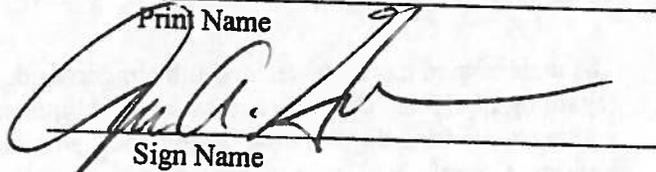
2. That by signing the signature page of this Proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

Very truly yours,

Strider Construction Co., Inc.
Print Company Name

By: James A. Gebhardt
Print Name


Sign Name

President
Title

1/20/2011
Date

PROPOSAL - Continued

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Strider Construction Co., Inc.
of Bellingham, WA as principal, and the Travelers Casualty
and Surety Company of America

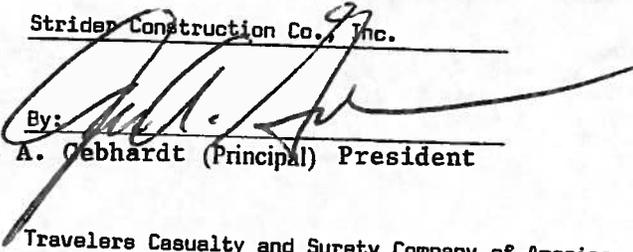
a corporation duly organized under the laws of the state of CT
and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF OAK HARBOR** in the full
and penal sum of five (5) percent of the total amount of the bid Proposal of said principal for the
Work hereinafter described, for the payment of which, well and truly to be made, we bind our
heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed Proposal for the following construction project, to wit
S.E. PIONEER WAY RECONSTRUCTION said bid and Proposal, by reference thereto,
being made a part hereof.

NOW, THEREFORE, If the said Proposal bid by said principal be accepted, and
the Contract be awarded to said principal, and if said principal shall duly make and enter into and
execute said Contract and shall furnish bond as required by the **CITY OF OAK HARBOR**
within a period of ten (10) days from and after said award, exclusive of the day of such award,
then this obligation shall be null and void, otherwise it shall remain and be in full force and
effect.

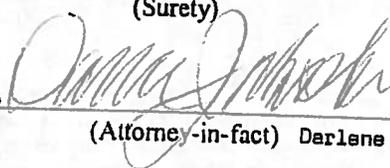
IN TESTIMONY WHEREOF, The principal and surety have caused these
presents to be signed and sealed this 20th day of January, 2010.

Strider Construction Co., Inc.

By: 

James A. Gebhardt (Principal) President

Travelers Casualty and Surety Company of America
(Surety)

By: 

(Attorney-in-fact) Darlene Jakielski



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222261

Certificate No. 003587337

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darlene Jakielski, Julie M. Glover, M.J. Cotton, Nancy J. Osborne, S.M. Scott, Steven K. Bush, Michael A. Murphy, Jim W. Doyle, Brandon K. Bush, Andy D. Prill, Jim S. Kuich, Chad M. Epple, Steve Wagner, Theresa A. Lamb, and Brett N. Meier

of the City of Bothell, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of April, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of April, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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

Bill No. _____
Date: February 1, 2011
Subject: Review of Island County Joint
Tourism Contribution from Oak
Harbor

FROM: Paul Schmidt, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

 Jim Slowik, Mayor
 Doug Merriman, Finance Director
 Margery Hite, City Attorney, as to form

PURPOSE

This agenda bill provides for a City Council discussion on the current level of financial contribution from the City of Oak Harbor to the Island County Joint Tourism Board.

AUTHORITY

Chapter 67.28 RCW provides authority for the City of Oak Harbor to collect and expend lodging taxes and Chapter 39.34 RCW provides authority to enter into interlocal cooperation agreements with other governmental jurisdictions.

BACKGROUND INFORMATION

On September 5, 2000, an interlocal agreement titled Island County, Oak Harbor, Langley and Coupeville Tourism Promotion Agreement (see Exhibit A) was executed by those namesake entities to fund and create the "Joint Administration Board" or more commonly referred to as the Island County Joint Tourism Board. The agreement recognized the levying of the additional 2% excise tax on lodging by the respective jurisdictions included on the "Board", and the combined additional 2% annual tax proceeds were to be administered by the "Board" for tourism promotion on Whidbey Island.

Effective January 1, 2005, the original agreement was amended to decrease Oak Harbor's annual contribution to the Island County Tourism Board to 1% (see Exhibit B).

Effective January 1, 2010, the amended agreement was amended a second time to decrease Oak Harbor's annual contribution to the Island County Tourism Board to a flat \$20,000 (see Exhibit C).

RECOMMENDED ACTION

No recommended action at this time.

ATTACHMENTS

Exhibit A – Original Island County, Oak Harbor, Langley and Coupeville Tourism Promotion Agreement

Exhibit B – Amendment No. 1

Exhibit C – Amendment No. 2

MAYOR'S COMMENTS

RECEIVED OCT 03 2000

**ISLAND COUNTY, OAK HARBOR, LANGLEY AND COUPEVILLE TOURISM
PROMOTION AGREEMENT**

THIS AGREEMENT is made and entered into this 5 day of September, 2000, by and between Island County, a political subdivision of the State of Washington, hereinafter called the "County", the City of Oak Harbor, a municipal corporation of the State of Washington, hereinafter called "Oak Harbor", the City of Langley, a municipal corporation of the State of Washington, hereinafter called "Langley", and the Town of Coupeville, a municipal corporation of the State of Washington, hereinafter called "Coupeville",

I. RECITALS

- A. Pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, the parties hereto desire to enter into an agreement with one another for joint and cooperative action to promote tourism in the County, Oak Harbor, Langley and Coupeville.
- B. Pursuant to Chapter 35, Section 1, 1998 Laws of the State, the County, Oak Harbor, Langley and Coupeville are authorized to add an additional two-percent (2%) excise tax on lodging, over the basic two-percent (2%) lodging tax, to be used solely for tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities.
- C. A professional report prepared by Roger Brooks of Chandler & Brooks, Inc., August 3, 1998, recommended that the newly authorized two-percent (2%) lodging tax be implemented and that the funds generated be used to market overnight visitor tourism. The report indicated that these additional tax funds should be considered ^{economic} ~~economic~~ tourism development funds, investment money that should provide a return on investment by increasing overall tourism expenditures and increasing overnight stays in the properties that must collect the tax.
- D. The County, Oak Harbor, and Coupeville all have authority to add the additional two-percent (2%) excise tax on lodging to generate funds to promote tourism. Langley has already adopted an additional one-percent (1%) excise tax and has authority to add an additional one-percent (1%) excise tax on lodging to promote tourism.

II. GENERAL PROVISIONS

- A. Adoption of Additional Lodging Tax: By December 31, 1999, the County, Oak Harbor, Langley and Coupeville will hold public hearings to consider adoption of the newly authorized two-percent (2%) lodging tax authorized by 1998 Laws, Chapter 35, Section 1 (RCW 67.28.181). The remainder of the terms of this Agreement shall only be effective if all of the parties adopt

ordinances providing for the additional lodging tax at levels of one (1%) or two percent (2%) as each authority determines.

- B. Pooled Fund: Except for Langley, after adoption of the new two-percent (2%) lodging tax the revenues collected for all the parties, plus accrued interest from such tax revenues, shall be pooled in a fund held by the Island County Treasurer to be known as the "County-Cities/Town Tourism Fund." Because Langley has already committed a one-percent (1%) additional lodging tax for new public tourist restroom facilities, Langley will only contribute one-percent (1%) of the new lodging tax to the pooled fund.
- C. Sole Use of Pooled Fund: All funds including any interest earned thereon shall be held in the "County-Cities/Town Tourism Fund," and shall be used solely to market the County, Oak Harbor, Coupeville and Langley as a tourist destination to bring visitors for overnight stays. These additional tax funds should be considered economic tourism development funds, investment money that should provide a return on investment by increasing overall tourism expenditures and increasing overnight stays in the properties that must collect the tax.
- D. Basic Two-Percent Lodging Tax Not Covered: This Agreement does not cover the use of the basic two-percent (2%) lodging tax authorized by RCW 67.28.180 or the one-percent (1%) of the new lodging tax retained by Langley. The parties will continue to use those funds outside of the terms of this Agreement and any committee, board or other entity whose primary purpose is to promote economic development shall not be involved in any manner with the new fund referenced herein.

III. JOINT ADMINISTRATION BOARD

- A. Joint Board: A new Joint Administration Board is created to administer the terms of this Agreement. The composition of this Board is as follows:
1. Seven (7) representatives from the lodging industry appointed by the respective legislative authorities as follows: three from the Whidbey Island unincorporated area of the County with one (1) selected from the North Whidbey Island, one (1) selected from Central Whidbey Island, and one (1) selected from South Whidbey Island; one (1) from the Camano Island unincorporated area of the County; one (1) from Oak Harbor; one (1) from Coupeville and one (1) from Langley;
 2. Seven (7) representatives from tourism organizations, including chambers of commerce, appointed by the respective legislative authorities as follows: one (1) recommended by the Greater Oak

Harbor Chamber of Commerce and approved by the City of Oak Harbor, one (1) recommended by the Central Whidbey Chamber of Commerce and approved by the Town of Coupeville, one (1) recommended by the Langley Chamber of Commerce and approved by the City of Langley, one (1) recommended by the Freeland Chamber of Commerce and approved by the County of Island, one (1) recommended by the Clinton Chamber of Commerce and approved by the County of Island, and one (1) recommended by the Camano Island Chamber of Commerce and approved by the County of Island; and one (1) recommended and approved by the Board of Island County Commissioners. and

3. Four (4) elected officials of the parties, one appointed by each legislative authority.

B. Board Operation: The Joint Board shall comply with the Open Public Meetings Act, Chapter 42.30 RCW and all the other laws and regulations applicable to operation of the parties. The Board shall adopt Bylaws consistent with the terms of this Agreement and shall make decisions by majority vote of a quorum. A quorum shall consist of a majority of the Joint Board. One of the elected officials shall be selected by the Joint Board as the Chair of the Joint Board.

C. Criteria: The Joint Board, in considering expenditures from the "County-Cities/Town Tourism Fund," shall analyze the extent to which the proposed expenditure will increase tourism and the extent to which the proposal will affect the long-term stability of the fund.

IV. CONTRACTING OUT

To fulfill the purpose of this Agreement to promote overnight tourist visitors to the County, Oak Harbor, Coupeville and Langley, the Joint Board shall contract out, after seeking and obtaining proposals, professional tourism promotion services. The method of soliciting and contracting for services by the Joint Board must meet the procedural requirements applicable to each party. However, the organization that ultimately provides the professional services shall not have a conflict of interest, whether real or in appearance only, with any party to this Agreement. If adherence to this rule only results in applicants whose business residence is "off-island" that is acceptable. The intent of this section is that the organization contracted with shall not give any party and/or geographical area of the island an advantage or perceived advantage, over any other area and/or party.

V. MISCELLANEOUS PROVISIONS

- A. Real and Personal Property: No real or personal property shall be acquired by the parties to fulfill this Agreement, except for the contracted-out services specified above.
- B. Budget and Finance: The Joint Board shall only budget and authorize expenditure of funds in the "County-Cities/Town Tourism Fund." Expenditures from the fund shall be vouchered by the Joint Board for approval by the County legislative authority.
- C. Duration of Agreement: Section II(A). becomes effective upon signature by the authorized representatives of all parties. If the new two-percent (2%) lodging tax is adopted by all the parties, except Langlev. and Langlev adopts an additional one-percent (1%) of the new lodging tax. the remainder of this Agreement will be in effect in perpetuity unless earlier terminated pursuant to Section V(D) below.
- D. Early Termination: This Agreement may be terminated early by one or more parties giving written notice to the legislative authorities of the other parties at least one (1) year in advance of the effective early termination date.
- E. Amendments: The provisions of this Agreement may be amended by written agreement of all the parties.

ISLAND COUNTY

By: Wm Dowell Date: 7-11-00
Chairman
Board of County Commissioners

Attest:

Margaret Rosenberg
Clerk of the Board
BICC 00-579

CITY OF OAK HARBOR

By: Patricia Lane Date: 9-15-00
Mayor

Attest:

Rosemary Harrison
City Clerk

CITY OF LANGLEY

By: [Signature] Date: 2/2/2000
Mayor

Attest:

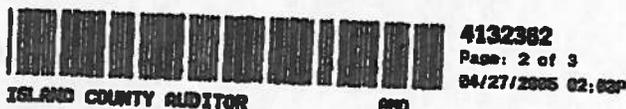
Debbie L. Walker
City Clerk

TOWN OF COUPEVILLE

By: Dancy Conrad Date: 3/15/00
Mayor

Attest:

Annabell Adams
Town Clerk



**AMENDMENT NO. 1
ISLAND COUNTY, OAK HARBOR, LANGLEY AND COUPEVILLE
TOURISM PROMOTION AGREEMENT**

THIS AGREEMENT AMENDMENT NO. 1 is made and entered into this 6th day of APRIL, 2005, by and between Island County, a political subdivision of the State of Washington, hereinafter called the "County," the City of Oak Harbor, a municipal corporation of the State of Washington, hereinafter called "Oak Harbor," the City of Langley, a municipal corporation of the State of Washington, hereinafter called "Langley," and the Town of Coupeville, a municipal corporation of the State of Washington, hereinafter called "Coupeville," to amend the original Island County, Oak Harbor, Langley and Coupeville Tourism Promotion Agreement entered into on September 5, 2000.

The following sections shall substitute for the sections of like number/letter of the original agreement.

II. GENERAL PROVISIONS

- B. Pooled fund. Except for Langley and Oak Harbor, after adoption of the new two-percent (2%) lodging tax the revenues collected for all the parties, plus accrued interest from such tax revenues, shall be pooled in a fund held by the Island County Treasurer to be known as the "County-Cities/Town Tourism Fund." Because Langley has already committed a one-percent (1%) additional lodging tax for new public tourist restroom facilities, Langley will only contribute one-percent of the new lodging tax to the pooled fund. Beginning January 1, 2005, Oak Harbor will only contribute one-percent of the new lodging tax to the pooled fund.**
- D. Basic two-percent lodging tax not covered. This agreement does not cover the use of the basic two-percent (2%) lodging tax authorized by RCW 67.28.180 or the one-percent (1%) of the new lodging tax retained by Langley and Oak Harbor. The parties will continue to use those funds outside of the terms of this Agreement and any committee, board or other entity whose primary purpose is to promote economic development shall not be involved in any manner with the new fund referenced herein.**



V. MISCELLANEOUS PROVISIONS

E. Amendment. The provisions of this agreement may be amended by written agreement of all the parties. A party that wishes to negotiate an amendment to the Agreement shall give notice of the proposed amendment at least six (6) months prior to the end of a calendar year to the Joint Board and the legislative authority of each party.

The following section is added to V. MISCELLANEOUS PROVISIONS:

F. Annual Review. The Joint Board shall make an annual review and report on the countywide tourism program funded by this Agreement and the Joint Board shall submit the annual review report to the legislative authority of each party to this Agreement by May 1st of each year.

All other terms of the original Agreement not amended above remain in full force and effect. This Amendment is effective January 1, 2005.

ISLAND COUNTY

By: *Paul Steen* Date: 4-25-05
Chairman
Board of County Commissioners

Attest:

Kelaine Marlow
Clerk of the Board

CITY OF OAK HARBOR

By: *John A. Lomen* Date: 4-6-05
Mayor

Attest:

Christine ...
City Clerk

CITY OF LANGLEY

By: *N. Solheim* Date: 4-15-05
Mayor

Attest:

Marlynn Ray
City Clerk

TOWN OF COUPEVILLE

By: *Darcy Conrad* Date: 4/16/05
Mayor

Attest:

Sinda Marsh
Town Clerk

**AMENDMENT NO. 2
ISLAND COUNTY, OAK HARBOR, LANGLEY AND COUPEVILLE
TOURISM PROMOTION AGREEMENT**

The Island County, Oak Harbor, Langley and Coupeville Tourism Promotion Agreement entered between Island County, a political subdivision of the State of Washington, hereinafter called the "County"; the City of Oak Harbor, a municipal corporation of the State of Washington, hereinafter called "Oak Harbor"; the City of Langley, a municipal corporation of the State of Washington, hereinafter called "Langley"; and the Town of Coupeville, a municipal corporation of the State of Washington, hereinafter called "Coupeville", on September 5, 2000 and last amended effective January 1, 2005 ("the Agreement" hereafter) is hereby amended as follows:

Paragraphs B and D of Section II - General Provisions of the Agreement shall be revised to read as follows:

- B. Pooled fund. Except for those new lodging tax revenues generated by Langley and Oak Harbor, the revenues from the new two-percent (2%) lodging tax shall be pooled in a fund held by the Island County Treasurer to be known as the "County/Cities/Town Tourism Fund." Because Langley has already committed a one-percent (1%) additional lodging tax for new public tourism restroom facilities, Langley will only contribute one-percent of the new lodging tax to the pooled fund. Beginning January 1, 2010, Oak Harbor will not contribute a percentage of the new lodging tax revenues generated by Oak Harbor, but instead will contribute a total of Twenty Thousand Dollars (\$20,000) annually from the new lodging tax to the pooled fund.

- D. Basic two-percent lodging tax not covered. This Agreement does not cover the use of the basic two-percent (2%) lodging tax authorized by RCW 67.28.180 or the one-percent (1%) of the new lodging tax retained by Langley or any portion of the new lodging tax accruing to Oak Harbor over and above the Twenty Thousand Dollars (\$20,000) that Oak Harbor agrees to contribute annually. The parties will continue to use those non-covered lodging tax funds outside of the terms of this Agreement.

Other than the changes to Paragraphs B and D of Section II as set out above, the terms and conditions of the Agreement shall remain in full force and effect.

ISLAND COUNTY

Attest:

By John Dean
Chairman
Board of County Commissioners

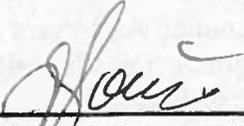
Dated: 8/24/09

Eveline Marlow
Clerk of the Board

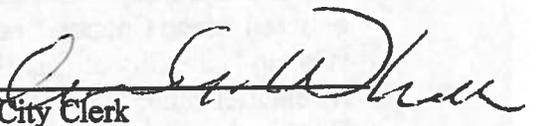


200

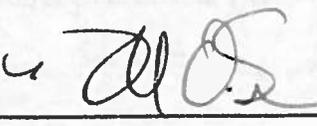
CITY OF OAK HARBOR

By 
Mayor

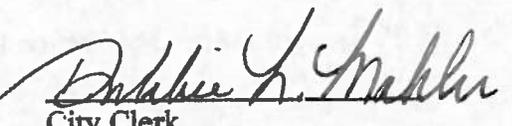
Dated: JUNE 29 2009


City Clerk

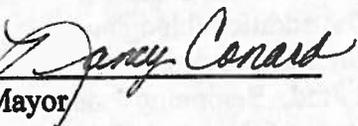
CITY OF LANGLEY

By 
Mayor

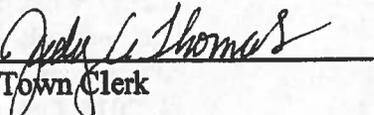
Dated: 9/10/09


City Clerk

TOWN OF COUPEVILLE

By 
Mayor

Dated: 8/25/09


Town Clerk