City of Oak Harbor
City Council Agenda Bill

Bill No. 8.c
Date: October 20, 2015
Subject: Clean Water Facility - Carollo Engineers - Consultant Agreement Amendment No. 12

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

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:
☐ Scott Dudley, Mayor
☐ Doug Merriman, City Administrator/Finance Director
☐ Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION
It is recommended that the City Council Authorize the Mayor to sign Contract Amendment No. 12 with Carollo Engineers in the amount of $1,496,077, increasing the total contract amount from $8,109,264 to $9,605,341.

BACKGROUND / SUMMARY INFORMATION
The attached amendment to Carollo Engineers contract includes revisions in several areas. While the amendment 11 was targeted at providing construction related services through Guaranteed Maximum Price (GMP) #3 – Site Preparation Package A, this amendment includes an expansion of the design services along with construction support. The attached contract amendment includes the following scope changes.

- Incorporation of architectural concept B
- Design of the north and south parking lots
- Construction services through deep excavation (Site prep B & C)
- Revising the park plan to incorporate impacts due to the Clean Water Facility
- Increased public outreach and planning

The attached Carollo Engineers Contract Amendment No. 12 reflects the proposed scope of work in detail. The additional scope of services has increased the time and materials, not to exceed, contract by $1,496,077, increasing the total contract amount from $8,109,264 to $9,605,341. The project will require further Carollo contract amendments for services during construction as new GMP’s are brought forward.
FISCAL IMPACT
Funds Required: $1,496,877
Appropriation Source: Wastewater Fund / General Fund

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT
CITY COUNCIL WORKSHOP
This amendment was discussed at the September 30, 2015 City Council Special Workshop

CITY COUNCIL PREVIOUS ACTIONS
March 23, 2010 – City Council authorized staff to begin contract negotiations with Carollo Engineers for the wastewater treatment plant facility.

August 4, 2010 – City Council authorized the Mayor to sign an agreement with Carollo Engineers for engineering design services with a not to exceed limit of $1,089,561 for the Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan.

October 16, 2012 – City Council authorized the Mayor to sign Contract Amendment No. 5 with Carollo Engineers for additional site investigation related to a new wastewater treatment plant.

January 15, 2013 – City Council authorized staff to negotiate engineering services with Carollo Engineers for preliminary and final plans and specifications for a new wastewater treatment plant.

March 19, 2013 – City Council authorized the Mayor to sign consultant agreement Amendment No. 6 with Carollo Engineers in the amount of $2,081,168 for preliminary design related to the new wastewater treatment plant.

December 2, 2014 – City Council authorized the Mayor to sign consultant agreement Amendment No. 10 with Carollo Engineers in the amount of $4,586,959 for final design of the new wastewater treatment plant.

May 5, 2015 – City Council authorized the Mayor to sign Contract Amendment No. 11 with Carollo Engineers in the amount of $201,876, increasing the total contract amount from $7,907,388 to $8,109,264.

ATTACHMENTS
1. Attachment A - Consultant Agreement Amendment No. 12
2. Attachment B - Consultant Original PSA and Previous Amendments
3. Attachment C - Carollo Contract Summary
Consultant Agreement Amendment
Number 12

<table>
<thead>
<tr>
<th>Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan</th>
<th>Organization and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Oak Harbor</td>
<td>City of Oak Harbor</td>
</tr>
<tr>
<td>865 SE Barrington Drive</td>
<td>865 SE Barrington Drive</td>
</tr>
<tr>
<td>Oak Harbor, WA 98239</td>
<td>Oak Harbor, WA 98239</td>
</tr>
<tr>
<td>Phone: 360-279-4500</td>
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<table>
<thead>
<tr>
<th>Project Number: 8549A.00 (Amendments 1-5) 8549A.10 (Amendment 6 - 12)</th>
<th>Execution Date</th>
<th>Completion Date (Prior)</th>
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<tbody>
<tr>
<td></td>
<td>09/16/10</td>
<td>July 2016</td>
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<table>
<thead>
<tr>
<th>Project Title: Engineering, Facilities Plan and Preliminary Design</th>
<th>New Maximum Amount Payable</th>
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<tbody>
<tr>
<td></td>
<td>$9,605,341</td>
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| Description of Work: This Amendment authorizes services to complete additional design phase services and construction phase services associated with Site Preparation Packages B and C. |

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers, Inc. and executed on 09/16/10 and identified as Preliminary Engineering and Facilities Plan. All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

AGREEMENT is hereby amended to add the following:
Please see the attached Engineering Services Insert (Exhibit A). The requirements in this insert are hereby incorporated into the original agreement.

SCOPE OF WORK is hereby amended to add the following:
The existing Scope of Services will remain open and will be completed for the authorized budget. Please see the attached Scope of Services (Exhibit B) for additional phases of work.

PROJECT COMPLETION DATE AMENDED TO: July 2016

PAYMENT shall be amended as follows:
The maximum total contract value is increased from $8,109,264 to $9,605,341. This maximum upper limit includes a Management Reserve as indicated in prior amendments. Exhibit D-3 summarizes the level of effort associated with Amendment 12 services.

Payment shall be made in accordance with the terms and conditions described in the original contract.
If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: Brian R. Matson, Senior Vice President
[Signature]
Consultant Signature

By: Scott Dudley, Mayor
[Signature]
Approving Authority Signature
Date

By: Lara R. Kammereck, Vice President
[Signature]
Consultant Signature
The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

**Compliance with State and Local Laws**
The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

**State Interest Exclusion**
Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

**Third Party Beneficiary**
Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

**Cost Basis of Contract**
No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

**Funding Recognition**
Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology’s and the EPA’s logomust be on all signs and documents. Logos will be provided as needed.

**Access to the work site and to records**
The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.
The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner’s audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR’s other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

**Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion**

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.

4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier
recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in http://www.sam.gov/ and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

**Disadvantaged Business Enterprises**

**General Compliance (40 CFR Part 33).**
The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency’s Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

**Non-discrimination Provision (40CFR Appendix A to Part 33).**
The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**Six Good Faith Efforts (40 CFR Part 33 Subpart C).**
The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women’s Enterprises at (866) 208-1064.

2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a
contract is too large for one of these firms to handle individually.


6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.
EXHIBIT B – SCOPE OF SERVICES

ENGINEERING SERVICES FOR THE CITY OF OAK HARBOR
SUPPLEMENTAL DESIGN AND CONSTRUCTION SUPPORT ACTIVITIES

BACKGROUND

Carollo Engineers (Consultant) has completed 60 Percent Design documents for the City of Oak Harbor (City) wastewater treatment plant (CWF). Certain elements of the 60 Percent Design must be revised and finalized to accommodate recommended and anticipated scope revisions. These include but are not limited to: modifying the architectural design theme to reflect public input; modifying the Administration Building to eliminate the Training Room from the project; finalizing the design of Headworks facilities per Value Engineering recommended at 30 Percent Design; completing Site Preparation B and C Bid Packages; completing site/civil design of City Beach Street and parking/access to the north and south of the CWF; and evaluating/incorporating other potential Value Engineering decisions to be made between 60 and 90 Percent Design. Construction of Site Preparation B (shoring and excavation) and Site Preparation C (micro-pile installation) is needed to maintain schedule as final design is completed. Finally, mitigation activities related to park planning and additional public process support are required to support ongoing construction activities.

LEVEL OF EFFORT

Consultant will provide the following services:

- Complete additional public process support during final design and construction of Site Preparation B and C packages.
- Complete Final Design Documents for the CWF in coordination with the General Contractor/Construction Manager (GC/CM) and City staff to incorporate additional Value Engineering ideas as accepted.
- Support additional permitting efforts to complete the Outfall Project and as needed for approval of CWF design documents.
- Evaluate and incorporate value engineering concepts developed following 30% and 60% design.
- Assist the City in preparing staffing and operations planning efforts in order to prepare to operate the CWF.
- Complete mitigation activities, including a plan to integrate the CWF into the Windjammer Park as a requirement of the Conditional Use Permit.
- Complete construction support and oversight, inspection and other engineering services for Site Preparation Packages B and C based on a GC/CM delivery method. It is assumed that the Owner will provide field staff including the City’s Project Manager and Field Inspectors, as well as independent third party construction management staff. Consultant will provide the following staff over the duration of Site Preparation Packages B and C:
  - Project Manager (PM).
  - Project Engineer/Field Inspector (PE/FI) to assist with construction support and field engineering services.
  - Office Administrator to provide contract documentation of engineering services during construction.
- Geotechnical Engineer (GE) to provide submittal review, timely interpretations of geotechnical issues, and inspection of stone column, sheet pile shoring system and micropile installation.
- Public involvement professionals to facilitate outreach activities associated with project planning and outfall construction.

The level of construction assistance required by Consultant is highly dependent on the GC/CM’s performance and the level of assistance provided by the City. The City and the Consultant will review job progress on a monthly basis in accordance with the construction schedule, to verify the effort to complete Project tasks as defined by this Scope of Services (SOS). With written authorization from the City, adjustments to the SOS and Consultant’s level of effort will be made as deemed appropriate by Consultant and the City Project Manager. The estimated level of effort and associated fee schedule for the services defined herein is presented in Exhibit D-3.

SCOPE OF SERVICES

This Scope of Services is divided into the following tasks:

Task 200 – Public Process Support - Construction
Task 300 – Public Process Support - Design
Task 400 - CWF Final Design and Permitting
Task 500 - Project Delivery Coordination
Task 600 - Operational Planning and Commissioning Support
Task 800 - Engineering Services During Construction
Task 900 - Windjammer Park Conceptual Plan

SCHEDULE

This Scope of Services is based on a duration of eight (8) months, as currently estimated.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Schedule Estimate</th>
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<tbody>
<tr>
<td>Design Complete</td>
<td>June 2016</td>
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<tr>
<td>Site Preparation (Phase C) Final Completion</td>
<td>June 2016</td>
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</tbody>
</table>

TASK 200 – PUBLIC PROCESS SUPPORT – CONSTRUCTION

Subtask 240 – Ongoing Planning and Materials/Product Development Supporting Construction

Provide additional public process support, materials development, and outreach. Consultant services will include:

- Continue to assist City in implementing construction communications as defined in a Construction Communications Plan.
- Maintain website for construction and project activities, including updating of Project Library page for ease of navigation and to easily capture history of project. Update
website on a weekly basis during outfall construction, and overall monthly for ease of navigation for ongoing final design/project activities.

- Support Public Process related to construction of Site Preparation Packages B and C. This will include monthly meetings in Oak Harbor (total nine). Activities include a weekly construction update call in order to compile weekly project email updates (up to 36).
- Support briefing coordination to update community groups about project, including coordination of presentations.
- Lead logistics to implement a Groundbreaking event for facility, including event invitation, planning, day-of logistics, and keepsake.

**Task 200 Assumptions:**

1. The City shall pay directly for any costs associated with mass printing, postage, newspaper advertising, and display materials.
2. Monthly project meetings shall include up to two subconsultant staff.
3. Construction duration assumed to be 36 weeks for weekly activities.
4. Up to seven (7) additional public products/graphics materials assumed in this Subtask (including stakeholder briefing presentation materials).
5. Maintain an ongoing list of project fence graphics/banners and coordinate with contractor for wayfinding.
6. All written or web materials and communications products will be reviewed and approved by City staff/consultants.
7. Direct costs associated with day-of logistics, notification and keepsake for Groundbreaking shall be invoiced directly to City.

**Task 200 Deliverables:**

1. Weekly construction outreach materials/web updates.
2. Groundbreaking notifications.
3. Up to seven (7) additional public products/graphics for construction outreach.

**TASK 300 – PUBLIC PROCESS SUPPORT – DESIGN**

**Subtask 340 – Public Meetings/City Council Workshops**

Provide additional materials to support public process associated with design and permitting activities. Consultant services will include:

- Development of an alternate architectural concept (Concept B) for public comment.
- Preparation for and attending two (2) additional public meetings to review architectural concepts and develop recommended approach.
- Development of additional site landscaping renderings to assist in defining parking and site access requirements to the north and south of the CWF.
- Development of renderings to assist in viewshed analysis for public comment and as required by the City permitting process.
- Development of one (1) rendering showing the Lab/Administration Facility as a single-story, without a training facility.

Assist in planning for and delivering joint Public Meetings/City Council Workshops, defined below. For each meeting coordinate with City staff to: Participate in up to two (2) planning...
sessions via phone; assist City to arrange for suitable meeting location; prepare meeting plan; produce up to six (6) display boards; assist with development of PowerPoint presentation; develop sign-in sheet and public comment form; develop draft and final agenda; develop draft and final meeting announcement postcard and display ad notification; provide one (1) facilitator and one (1) support staff; and produce one (1) draft and one (1) final meeting summary (minutes).

Assist in planning and soliciting public input on facility name by conducting online survey. Participate in up to two (2) planning sessions via phone; develop draft and final survey announcement postcard and display ad notification; and produce one (1) draft and one (1) final survey summary for Council consideration.

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<tr>
<th>Public Meeting/Council Workshop</th>
<th>Objectives</th>
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<tr>
<td>P1 – Public Meeting No. 1, Q4 2015</td>
<td>Report Project Status at 90/100% design</td>
</tr>
<tr>
<td>(Input on Final Design Progress)</td>
<td>Obtain Input to Assist With Final Design Decisions</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
<tr>
<td>P2 – Public Meeting No. 2, Q2 2016</td>
<td>Report Project Status/current opportunity for input</td>
</tr>
<tr>
<td>P3 – Facility Naming</td>
<td>Online survey associated with project naming</td>
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</table>

Subtask 360 – Council Meeting/Workshop Participation

Support monthly presentation development for Council meetings, and attend up to two Council meetings or workshops in a speaking capacity.

Subtask 370 – Public/Stakeholder Involvement Product Development

In consultation with City staff develop three (2) one-page double-sided project update fliers. Draft content and develop two (2) full-size (11x17 double-sided) project newsletter/mailer. Prepare two (2) display ads associated with newsletter content for publication in Whidbey News-Times.

Task 300 Assumptions:

1. Public Meetings may be held in conjunction with City Council Workshops to enhance efficiency for sharing information.
2. The City will pay for meeting locations and facilities.
3. The City will coordinate with local paper to publish announcements and include notices of meetings on their website.
4. The City will coordinate posting and distribution of meeting announcements.
5. The City will pay for all costs related to meeting notifications, including printing and postage.
6. The City will pay for all costs related to printing meeting boards.
7. Consultant will participate in planning meetings via phone, unless coordinated with meetings identified in Subtask 240.
8. Any other planning or Council meeting attendance shall be captured in Subtask 240.
9. All written or web materials and communications products will be reviewed and approved by City staff/consultants.
10. The City will be responsible for distributing materials to the public, including paying for printing, advertisements, and postage.

Task 300 Deliverables:
1. Up to four (4) renderings and boards for alternate landscaping concept (Concept B).
2. Materials and participation in two (2) additional public meetings to review and discuss architectural concepts.
3. Site renderings of the Windjammer Vicinity showing parking and site access options to the north and south of the CWF.
4. One (1) rendering of a single-story Lab/Administration Facility.
5. Up to six (6) renderings illustrating viewsheds for public comment and in compliance with the City permitting process.
6. Public meeting materials.
7. Naming survey.
9. Project Update Fliers.
10. Project Newsletter/Mailer.

TASK 400 – CWF FINAL DESIGN AND PERMITTING

The objective of this task is to complete work requested by the City and GC/CM to complete final design and permitting of the CWF, between 30 Percent Design and Final Design.

Subtask 471 – 60 Percent Design

Complete Cone Penetration Testing (CPT) on the site to better define depth to glacial till layers at key locations around the proposed CWF site.

Subtask 472 – 90 Percent Design

Complete Final Design documents incorporating decisions by the City and recommendations by the GC/CM. These include:

- Finalize site/civil design to include City Beach Street alignment and grade;
- Complete architectural design for Concept B without a Training Facility;
- Design parking, access, and stormwater conveyance/treatment to the north and south of the CWF;
- Coordinate utility relocation on the north side of the CWF. Coordinate PSE applications, design support (drawing backgrounds), and final design coordination for both temporary and final power. Coordinate water, natural gas, and fiber optic cable relocations.
- Finalize process, structural, mechanical, electrical, and site design based on VE ideas proposed by the GC/CM and adopted by the City.
Subtask 475 – Early Site Preparation

Prepare two (2) additional separate and early sets of design documents for completing site preparation for the new CWF. Site preparation is expected to include: demolition of existing WWTP facilities; utility relocation; installation of shoring and dewatering systems; excavation; and stockpiling of excavated material; foundation stabilization work including stone columns and micropiles.

Prepare two (2) stand-alone design documents (Site Prep B and Site Prep C) including technical specifications needed for the Early Site Preparation Packages. The documents will be suitable for bidding or negotiated self-performance by the GC/CM.

Subtask 480 – Permit Coordination

The objective of this subtask is to assist the City of Oak Harbor with additional permit support that has been identified as the site preparation and final design packages have been further defined for the CWF. These include:

- Continued coordination with the Washington Department of Natural Resources (WDNR) in obtaining the land lease for the outfall, supporting Contractor activities in negotiating the grounding of a barge on the intertidal zone, and coordinating approval of the sediment monitoring requirements.
- Revision, review, and updates to the biological assessment in support of the Shoreline Conditional use Permit.
- Extended coordination and meetings with the City to adjust the project's permit strategy and permit submittal requirements.
- Final SERP Cross-cutter document update and submittal.
- Additional forage fish sampling visits to comply with permit requirements made in the Biological Assessment prepared for the project. Difficulties in outfall construction have resulted in slower than anticipated completion of the intertidal work. Coordinate, conduct, and report on 12 additional forage fish monitoring events (18 total) according to the established protocol.
- Preparation of a more complex boundary line adjustment (BLA) and extended coordination and resolution to address the title conflicts, limited recorded information, and City Beach easement on Windjammer Park parcel.
- Permits and agency coordination to support the three (3) Site Preparation Packages including:
  - Grading Permit
  - Floodplain Permit
  - Foundation Permit
  - Coordination with Ecology

Task 400 Assumptions:

1. City will handle City Beach easement vacate coordination and execution.
2. All permit applications fees will be paid directly by the City.
3. Consultant will provide up to an additional twenty (20) hours for technical support and responses to agency comments.
4. Additional permitting efforts associated with potential/conceptual mitigation measures that the City may choose to implement at a later phase are excluded from Consultant's authorized scope and may be authorized by the City at a later date. Examples include:
   a. Renovation or restoration of structures within Windjammer Park.
   b. Traffic circulation improvements to City Beach St.
   c. North and south parking lots outside of the CWF parcel.
   d. Demolition of the Whidbey Island Bank building.

Task 400 Deliverables:
1. Final CWF construction documents incorporating City, Public, and GC/CM input between 30 Percent Design and Final Design.
2. Site Preparation Package B drawings and specifications.
3. Bidding Support for Site Preparation Package B.
4. Site Preparation Package C drawings and specifications.
5. Bidding Support for Site Preparation Package C.
6. Up to ten (12) additional brief forage fish sampling reports delivered to WDFW (1 per sampling event).
7. Materials to provide final update for SERP cross-cutter documentation.
8. Update letter to supplement biological assessment.
9. Additional Development Permit Application Packages to support early site work.
   a. Three (3) Grading Permits
   b. Two (2) Floodplain Permits
   c. One (1) Foundation Permit
10. One (1) update to the site plan figure prior to issuance of the Site Preparation Package foundation permit.

TASK 500 – PROJECT DELIVERY COORDINATION

The objective of this task is to develop, evaluate, and incorporate Value Engineering (VE) ideas with the City and GC/CM. Effort included in this task includes VE ideas accepted since 30 Percent Design and anticipated between 60 Percent Design and Final Design.

Subtask 520 – Evaluate/Implement VE Ideas

Evaluate and review value engineering ideas based on 30% and 60% design documents. Assess preliminary cost impacts and O&M considerations with the City and GC/CM to determine if concept should be incorporated into final design. Conduct additional design coordination meetings with O&M staff for accepted ideas during implementation.

Task 500 Deliverables:
1. Preliminary assessment and recommendations on VE ideas at 30% and 60% design completion.
2. Participate in VE evaluation meetings at 30% and 60% design completion.
3. Conduct two (2) additional design review meetings with O&M to review the status of incorporated VE concepts.
4. 60% CWF construction documents incorporating accepted value engineering concepts from 30% design including reorientation of the Headworks.
5. 90% CWF construction documents incorporating accepted value engineering concepts from 60% design.

**TASK 600 – OPERATIONS PLANNING AND COMMISSIONING SUPPORT**

The objective of this task is to initiate the implementation plan that identifies the needs to transition the City of Oak Harbor O&M staff to operate the planned CWF, an advanced wastewater treatment plant.

**Subtask 610 – Staff Workload Plan**

The objective of this subtask is to provide an organizational staffing plan that identifies the detailed daily and preventative maintenance manpower needs for each process area, permitting, and overall plant operation and assigns specific roles/responsibilities/decision making authority for the seven (7) operations and maintenance positions supporting the CWF. This plan will also serve as a guidance tool for the City to consider such as current capabilities, skillset needs, potential personnel acquisition, or compensation tied to expertise. Finally, this plan will recommend an overarching schedule that focuses on the City's manpower needs during the design phase and construction phase transition periods.

Consultant will participate in two (2) meetings to survey O&M staff and receive feedback from the City.

**Task 600 Deliverables:**
1. Draft and final Staff Workload Plan.
2. Agenda and meeting minutes for two (2) meetings.

**TASK 800 – ENGINEERING SERVICES DURING CONSTRUCTION**

The City of Oak Harbor (City) has completed Preliminary Design documents, and authorized Final Design for a new wastewater treatment plant (CWF). In order to facilitate, the CWF project timeline, various site preparation activities, such as utility relocations, shoring, mass excavation, and ground improvements allow the site to be readied for the main plant construction work as the CWF design is being finalized.

Carollo Engineers (Consultant) will provide construction support and over sight, inspection and other engineering services during construction for the Site Preparation Project (Project) based on a General Contractor/Construction Manager (GC/CM) delivery method, and as described herein.

It is assumed that the Owner will provide field staff including the City’s Project Manager and Field Inspectors, as well as independent third party construction management staff. Consultant will provide the following staff over the duration of the Project:
- Project Manager (PM).
• Project Engineer/Field Inspector (PE/FI) to assist with construction support and field engineering services.

• Geotechnical Engineer (GE) to provide submittal review, timely interpretations of geotechnical issues, and inspection of stone column, sheet pile shoring system and micropile installation.

• Office Administrator to provide contract documentation of engineering services during construction.

Subtask 810 – Project Management

Provide project management services throughout the duration of the Project, including:

• Management of Consultant’s team to track schedule and budget, work elements accomplished, work items planned, labor, scope changes, and time and budget needed to complete this SOS. Coordinate with PE/FI to review budget status, and coordinate Project activities.

• Prepare monthly Project progress reports with each monthly invoice that identify the month's accomplishments, anticipated tasks for the next month, and current or potential issues or changes.

• Manage, coordinate, and monitor subconsultant’s efforts.

• Issue a Declaration of Completion letter in accordance with Department of Ecology (DOE) requirements, following Final Acceptance.

Subtask 810 Assumptions:

1. The monthly progress report will contain a summary of cost to date and remaining budget for each major task.

2. A schedule update will be included in the monthly progress report, and will account for all activities and tasks defined in the SOS.

3. Project duration is approximately 8 months.

Subtask 810 Deliverables:

1. Monthly progress reports.

2. Declaration of Completion letter by the Engineer of Record.

Subtask 820 – Project Meetings

Provide design team support at construction meetings as required throughout the Project, including:

Subtask 821 – Construction Kick-off Conference

Participate in a Construction Kick-Off Conference attended by the City, Consultant, GC/CM, subcontractors, and other interested parties to confirm roles, responsibilities, and other pertinent items related to construction of the Project.
Subtask 822 – Progress Meetings

Attend weekly progress meetings that focus on the status of submittal reviews, requests for information (RFI’s), change order requests, design clarifications, schedule issues, construction quality, and other issues relevant to the Project.

Subtask 820 Assumptions:

1. City and GC/CM will schedule and conduct the Construction Kick-Off Conference.
2. Four (4) members of the Consultant staff will attend, including the PM, DM, PE/FI, and GE.
3. GC/CM will schedule, coordinate, and conduct Weekly Progress Meetings and prepare necessary materials and minutes.
4. The Consultant’s PE/FI will attend up to 36 Weekly Progress Meetings, and GE will attend up to four (4) meetings.

Subtask 820 Deliverables:

1. Meeting materials, as requested by the City.
2. Comments on meeting minutes issued by the GC/CM or City.
3. Written recommendations in response to GC/CM action items, as required.

Subtask 830 – Field Services

Provide a Project PE/FI to serve as the first point of contact in the field for the City and the GC/CM. The PE/FI will be responsible for the following tasks:

- Monitor Construction for Compliance with Contract Documents: Review and monitor construction work for compliance with the contract documents. Document and report any observed non-conformances and deficiencies to the City and GC/CM, and monitor the correction of these deficiencies.
- Provide and Manage Subconsultant Field Inspection Personnel: Manage the activities of all subconsultant field inspection personnel. Provide supplemental inspection of general, civil, and mechanical activities. Collect and log field inspection reports by others, and prepare inspection reports when inspections occur. Summarize weekly and monthly inspection reports for the City.
- Attend and Participate in Construction Meetings: Attend and participate in construction meetings, including weekly progress meetings.
- Track Requests for Information (RFI): Coordinate and manage the RFI process according to the contract documents. Screen all RFIs and determine their validity before responding or distributing to subconsultant. Forward RFIs and clarifications to the GE when appropriate.
- Track Shop Drawing Submittals: Coordinate and manage the shop drawing and submittal review process. Screen the submittals and determine their completeness before distributing for review.
- Prepare Field Memos and Clarifications: Manage and issue field memos and clarifications of drawings and specifications to the GC/CM.
• Review Quantities in the Monthly Progress Payment Requests: Compare requested quantities in the GC/CM’s monthly progress payment requests to the quantities completed, as requested by the City’s Project Manager.

• Review Construction Schedule: Review and provide comments to the City regarding the baseline schedule and monthly updates consistent with the contract document requirements. The review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

• Review Monthly Construction Progress Reports: Review monthly construction progress reports prepared by the GC/CM and provide comments to the City’s Project Manager. It is anticipated that reports will include compliance with progress schedule, description of work completed, Project issues, potential claims status, and Project photographs.

• Review Change Order Requests: Review and provide comments to the City on change order requests based on changes in scope and conditions. Assist the City’s Project Manager in developing change order value. Incorporate approved change orders into the contract.

• Photographic Documentation of Construction: GE shall provide periodic photographic records of site construction, in conjunction with inspection reports.

• Conduct Final Inspection: Schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. Assist the City in negotiation of unsettled changes or disputes associated with these inspections, as requested. Advise City when final punch list items have been completed or resolved, and recommend final acceptance by the City.

Subtask 830 Assumptions:

1. PE/FI will be on-site as needed throughout the duration of the Project. Budget is based on PE/FI providing an average of eight (8) hours per week (20% commitment) over the eight (8) month Project duration, between NTP and final acceptance. This time is allocated to both on-site observation of work under this task, and attendance of weekly progress meetings.

2. Special testing and inspection associated with permitting requirements will be scheduled, provided for, and managed by the GC/CM and/or the City.

Subtask 830 Deliverables:

1. Construction inspection reports and photographs.

2. Review comments on Monthly Construction Progress Reports.

3. Tracking logs for RFI’s, submittals, field memos, design clarifications, change order requests, etc.

Subtask 840 – Office Services During Construction

Provide office engineering services during construction, including:

Subtask 841 – Requests for Information (RFI)

Provide interpretation, review, and responses to RFI’s and incorporate decisions made during design into RFI responses.
Subtask 842 – Review of Shop Drawings and Submittals

Review shop drawing and submittals (test certifications and other specified reports) and provide written responses, including submittals and/or associated re-submittals as described below.

Subtask 843 – Review of Schedule of Value

Review contractor’s schedule of value, and provide comment to City for information and/or action.

Subtask 844 – Record Drawings

Upon completion of project, Consultant will review GC/CM’s as-built drawings, produce record drawings in Auto CAD format from the information provided, and will inform Owner of any known inaccuracies and/or omissions on the GC/CM’s drawings. The Consultant will not be responsible for incorrect information that has been provided by others, or omitted information that should have been provided by others that was previously unknown to the Consultant.

Subtask 845 – Claim Review

As directed by the City, evaluate claims due to changed conditions, project delays, or design errors/omissions. Assist in evaluating the claimed impact by the Contractor. Prepare written responses to the claims merit, and submit written documentation to the City for action.

Subtask 840 Assumptions:

1. Consultant’s effort includes services to research, respond, and document each RFI in accordance with the contract documents.
2. Budget is based on 60 RFI’s with an average effort of two (2) hour per each to review and issue final responses. The GE’s scope of services included time to respond to geotechnical related RFI’s.
3. The overall level of effort is reduced based on the assumption that the GC/CM will proactively coordinate these services.
4. GC/CM will implement quality control measures to screen each submittal prior to forwarding to Engineer for action. The overall level of effort is reduced based on the assumption that the GC/CM will proactively coordinate these services and provide high quality submittals.
5. Consultant’s effort includes services to review and respond to each shop drawing, and to document responses in accordance with the contract documents.
6. Budget is based on a total of 65 basic submittals at 4 hours of effort each to review and issue final responses. The GE’s scope of services includes time for detailed submittal review for dewatering, stone columns, soils and aggregates, sheet piling and tie-backs.
7. Consultant’s effort includes services to review the contractor’s schedule of value. Written responses summarizing the review shall be provided to the City’s PM.
8. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review the schedule of value, draft payment applications, and recommend appropriate modifications to their contractor, prior to the Consultants review. Budget is based on a total of four (4) hours to review GC/CM as-built drawings, and 40 hours to produce record drawings from the information provided.
9. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review their contractor’s work, and incorporate as-built information as work progresses.
10. Budget is based on a total of one (1) claim to review and respond.
11. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review and dismiss any unsubstantiated claims by their subcontractor(s).

Subtask 840 Deliverables:
1. Up to 60 written RFI responses.
2. Up to 65 submittal responses in accordance with the contract documents.
3. Written review comments regarding the proposed Schedule of Values.
4. Written review comments following review of as-built drawings provided by GC/CM.
5. Site Preparation Project record drawings in Auto CAD format.
6. Written review comments and recommendations associated with the claim.

TASK 900 – WINDJAMMER PARK CONCEPTUAL PLAN

The objective of this task is to develop a conceptual plan to integrate the CWF with Windjammer Park.

Subtask 910 – Project Initiation

The project team will meet with the City of Oak Harbor (COH) to confirm project scope and work plan. The team will prepare a list of project goals and finalize the project schedule with key tasks, meetings, deliverables, responsible parties, milestones, required predecessors, and anticipated durations of each element and phase of work. This task requires an in person meeting and an initial pre-meeting phone call with COH staff to discuss the work plan and associated documents.

Subtask 920 – City Council Work Session

The project team will facilitate a half-day work session with the Oak Harbor City Council. This work session will serve to bring council members up to date with regards to the CWF design process, current Windjammer Park amenities and conditions, past Windjammer Park planning efforts and past and current City of Oak Harbor transportation and land-use planning efforts in the vicinity of the park. This overview will provide the Council a current perspective when determining the future program and vision for Windjammer Park.

Subtask 921 – Site Analysis

We will prepare a Site Analysis package to help inform the Council as to the current condition of the park and its amenities. The package will include a Site Analysis map for presentation that communicates the location and general condition of current and known future park elements including but not limited to: the Clean Water Facility (CWF), restrooms, kitchens, playgrounds, hard surface courts, swimming lagoon, parking lots, RV park, pedestrian and automobile connections, adjacent property uses, existing land forms, significant trees and plantings and park furnishings. Park elements will be inventoried, photographed and documented with...
descriptions of current condition and estimated replacement costs. The Site Analysis will include
dialogue, images, and diagrams and potential future development along Pioneer.

**Subtask 922 – Opportunities and Constraints**

We will prepare an Opportunities and Constraints map for presentation that will depict existing
and proposed future park infrastructure. This map will serve to communicate our assumptions
related to major constraints, validate our starting point for the planning effort, and gather
feedback from Council that may give us early direction. Specific elements that need to be
addressed include: Ball Fields, Swimming Lagoon, RV Park and the Bayshore Drive right of
way.

The critical outcomes from the work session will serve to define the Windjammer Park planning
limits and the Windjammer Park program, determining the inclusion or omission of major
constraints. Other outcomes include receipt of feedback on important goals and program
elements from Council members and the charter of a Windjammer Park Stakeholder Committee
(WPSC) to participate in the planning process moving forward.

**Subtask 930 – Alternative Development and Public Involvement**

The project team will support formation, coordinate and facilitate a Windjammer Park
Stakeholder Committee and two public open houses. The WPSC will advise the design team on
programming and aesthetics for the park and will be charged with making a recommendation to
City Council. As the WPSC meets, the design team will develop and present park design
alternatives for Windjammer Park.

**Subtask 931 – Public Open House and Stakeholder Committee**

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<tr>
<td>WPSC Meeting #1 (January)</td>
<td>• Charter and Ground Rules</td>
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<td>• Explain Park requirements/constraints</td>
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<td>• Introduce design guidelines [seek feedback]</td>
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<td>WPSC Work Session #2/Public Open House</td>
<td>• Introduce the project and the WPSC to the community</td>
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<td>(January/February)</td>
<td>• Explain the project as an extension of the CWF</td>
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<td>• Present Park requirements/constraints</td>
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<td>• Gather general feedback from the community on values, priorities, and</td>
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<td>what the WPSC should be considering as they work with the design team</td>
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CWF - Carollo Consultant Agreement Amend No. 12 - Attachment A
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<th>Meeting</th>
<th>Objectives</th>
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| WPSC Work Session #3 (February)             | • Present and gather feedback on two (2) alternatives including:  
  - Program  
  - Site layout  
  - Integration or omission of specific proposed or existing infrastructure (i.e. roads, parking lots, RV park, etc.)  
  • **Specific focus will be given to the integration and/or omission of project elements based on City Council direction** |
| WPSC Meeting #4/Public Open House/Online Open House (March) | • Present two (2) Park plan alternatives  
  • Gather feedback from the WPSC and community on preferred alternative to inform final design |
| WPSC Meeting #5 (April)                     | • Review preferred plan to be presented as recommendation to Council  
  • Gather any final thoughts or feedback |

**Subtask 932 – Alternative Development**

The design team will develop two (2) preliminary conceptual alternatives for Windjammer Park that respond to feedback and input from the City Council, WPSC, and the general public. The alternatives will clearly illustrate the scale, physical proportions, and inter-relationships of all agreed upon elements of the conceptual plan. The alternatives will conceptually identify the size, range of amenities and functional arrangements for new development such as parking, access, circulation, open space, programmed recreational space and building and site configurations. Supplemental illustrative graphics will be developed to further communicate design elements and park character and be suitable for presentation. The conceptual plan alternatives and associated graphics will be prepared using high quality, illustrative renderings that will be reviewed and refined for public presentation.

**Subtask 940 – Preferred Alternative Development**

The design team will use information gathered at the final open house to develop a preferred alternative for integration into the conceptual plan report.

**Subtask 950 – Conceptual Plan Documentation**

The design team will finalize the conceptual plan report which will include results of the site analysis; overview of the opportunities and constraints; documentation of discussions and decisions from the City Council work session, WPSC meetings and Public Open Houses; two (2) conceptual alternatives; the preferred conceptual plan for development of Windjammer Park; preliminary cost estimate and draft phasing strategy.
Task 900 Deliverables:

1. Agenda and meeting notes for Project Initiation meeting.
2. Project schedule.
3. Agenda, presentation materials and meeting notes for City Council Work Session.
4. Site Analysis and Opportunities and Constraints maps.
5. Park Inventory document.
6. Park Program document.
7. Meeting plans/agendas, presentation materials, facilitation, and meeting notes for five (5) public and WPSC meetings.
8. Meeting announcements (2 per meeting, total 10).
9. Online open house.
11. Two (2) Windjammer Park conceptual alternatives with supplemental illustrative graphics (up to 5).
12. Preliminary cost estimates for two (2) alternatives.
15. Draft phasing strategy.
### Task 200 - Public Process Support - Construction

**Subtask 204 - Ongoing Planning and Material Development**

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### Task 300 - Public Process Support - Design

**Subtask 305 - Early Site Prep Package (Add Phase B & C)**

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City of Oak Harbor
Clean Water Facility
Amendment 12 Level of Effort Estimate
October 9, 2015

**Subtask 905 - Project Delivery Coordination**

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**Task 900 - Windjammer Park Conceptual Plan**

**Subtask 905 - Project Initiation**

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**Total Authorized Budget**

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**Carollo Direct Labor Rates**

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**Task 800 - Engineering Services During Construction**

**Subtask 805 - Field Services**

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**Task 800 Subtotal**

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**Task 500 - Public Process Support - Construction**

**Subtask 504 - Ongoing Planning and Material Development**

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**Subtotal Authorized Budget**

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<tr>
<td>Subconsultant</td>
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<tr>
<td><strong>Total</strong></td>
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**Carollo DL**

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**Carollo Indirect Cost**

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**Carollo Expenses**

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CITY OF OAK HARBOR
CONSULTANT AGREEMENT
WITH Carollo Engineers, Inc.

PROJECT TITLE: Preliminary Engineering and Facilities Plan
PROJECT COMPLETION DATE: December 2012
MAXIMUM AMOUNT PAYABLE: $1,089,561
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CONSULTANT CONTRACT
HEADING

I. INSTRUCTIONS

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

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

II. CONSULTANT INFORMATION

Name: Carollo Engineers, Inc.

Address: 1218 Third Avenue, Suite 1600; Seattle, WA 98101-3032

Telephone/Fax No.: 206-684-6532

Federal ID No.: 86-0899222

Do you require a 1099 for the IRS? Yes

III. PROJECT INFORMATION

Project Title: Preliminary Engineering and Facilities Plan

Project Description: This phase of the work includes the development of preliminary engineering and a Facilities Plan for the wastewater treatment facilities.

Project Completion Date: December 2012

Maximum Amount Payable: $1,089,561

Progress Payments: Monthly

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

Exhibit B: Scope of Services

Exhibit D-3: Level of Effort (Hours) Summary

Consultant Contract - 1
(Hourly Rate(s) Plus Costs)
6/17/2008 11:42 AM.
AGREEMENT

V. INTRODUCTION

THIS AGREEMENT, made and entered into this 19th day of September, 2010, between the City of Oak Harbor, Washington, hereinafter called the "CITY", and the below identified organization hereinafter called the "CONSULTANT" consists of this agreement, the exhibits and the General Requirements attached hereto.

WITNESSETH THAT:

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

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

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

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

VI. GENERAL DESCRIPTION OF WORK

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

VII. SCOPE OF WORK

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

VIII. PAYMENT

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

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

X. COMPLETE AGREEMENT

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

XI. GENERAL REQUIREMENTS

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

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

XII. EXECUTION AND ACCEPTANCE

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

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

By [Signature]
Consultant: Brian Matson

By [Signature]
Consultant: Ken Wilkins

By [Signature]
Agency: Mayor

Principal

Consultant Contract - 3
(Hourly Rate(s) Plus Costs)
6/17/2008 11:42 AM
I, _______________________________, Consultant, certify under penalty of perjury under the laws of the State of Washington that this copy of the General Requirements for Consultant Contract conform to the set filed in the Clerk's Office.

Dated: ___________________________  By _______________________________
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

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

C. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's
noncompliance with the nondiscrimination provisions of this AGREEMENT, the CITY
shall impose such sanctions as it may determine to be appropriate, including, but not
limited to:

(1) Withholding of payments to the CONSULTANT under the AGREEMENT until
the CONSULTANT complies, and/or

(2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

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

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

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

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

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

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

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

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

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

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT, or for failure of the
CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

7. **CHANGES OF WORK**

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

8. **DISPUTES**

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

9. **VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

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

10. **LEGAL RELATIONS AND INSURANCE**

A. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of Washington.

B. The CONSULTANT's relation to the CITY shall be at all times as an independent contractor and not as an employee.

C. Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call
assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

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

11. INDEMNIFICATION REQUIREMENTS

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

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

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

12. INSURANCE.

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

A. No Limitation. CONSULTANT's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.
B. **Minimum Scope of Insurance.** CONSULTANT shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY.

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

4. **Professional Liability** insurance appropriate to the CONSULTANT's profession.

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

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000.00) per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than One Million Dollars ($1,000,000.00) each occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

3. **Professional Liability** insurance shall be written with limits not less than One Million Dollars ($1,000,000.00) per claim and One Million Dollars ($1,000,000.00) policy aggregate limit.

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

1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

2. The CONSULTANT's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A.VII.

F. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the CONSULTANT before commencement of the work.

13. **EXTRA WORK**

A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly. If the change causes an increase in the maximum amount payable, it shall not become a part of this AGREEMENT unless and until a written amendment to the AGREEMENT is executed by both the CITY and the CONSULTANT.

C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

14. **ENDORSEMENT OF PLANS**

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

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

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

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:

   i. Recruitment, advertising, and job application procedures;

   ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

   iii. Rates of pay or any other form of compensation and changes in compensation;

   iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

   v. Leaves of absence, sick leave, or any other leave;

   vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;

   vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

   viii. Activities sponsored by the CONSULTANT including social or recreational programs; and

   ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state. Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

6. As used in this clause:

   i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.
ii. Executive and top management means any employee:

(a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and

(b) who customarily and regularly directs the work of two (2) or more other employees therein; and

(c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and

(d) who customarily and regularly exercises discretionary powers; and

(e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent (20%) interest in the enterprise in which he or she is employed.

iii. Positions that will be filled from within the CONSULTANT's organization means employment openings for which no consideration will be given to persons outside the CONSULTANT's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

8. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the CONSULTANT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.

11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars ($25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

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

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures;
ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii. Rates of pay or any other form of compensation and changes in compensation;

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v. Leaves of absence, sick leave, or any other leave;

vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;

vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii. Activities sponsored by the CONSULTANT including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the CONSULTANT’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT’s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative
action to employ and advance in employment individuals with physical or mental disabilities.

6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars ($10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
EXHIBIT A-1
CERTIFICATION OF CONSULTANT

Project No. ____________________

I hereby certify that I am Brian Matson, a duly authorized representative of the firm of Carollo Engineers, Inc. whose address is 1218 Third Ave, Suite 1600; and that neither I nor the above firm I here represent has: Seattle, WA 98101

(a) employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract.

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

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

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

Date

[Signature]

CERTIFICATION OF CITY OFFICIAL

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

(a) employ or retain, or agree to employ or retain, any firm or person; or

(b) pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).
I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

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

1. The CONSULTANT, through the prospective primary participant, certifies to the best of its knowledge and belief, that it and its principals:

   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or city;

   b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

   d. have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

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

Consultant (Firm): Carollo Engineers, Inc.

Date: 9/14/10

President or Authorized Official or Consultant Signature

Exhibits - 3
6/17/2008 11:42 AM
EXHIBIT B
SCOPE OF WORK (ADD ON)

Project No. __________________

See attached documents furnished by the Consultant
EXHIBIT B - SCOPE OF SERVICES

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY ENGINEERING AND FACILITIES PLAN

BACKGROUND

The City of Oak Harbor (City) currently operates two wastewater facilities: a Rotating Biological Contactor (RBC) plant located near Windjammer Park; and a lagoon plant located on Naval Air Station (NAS) Whidbey Island. The two current facilities serve a population of approximately 23,000 of which approximately 4,000 are housed at the NAS. It is anticipated that future demands will approach the permit limits in approximately 2017 as described in greater detail in the City’s Comprehensive Sewer Plan. The City anticipates the need to have a new treatment facility in operation by 2017. The City intends to construct new wastewater treatment facilities to meet initial demands (3 million gallons per day [mgd]), with expansion capacity to meet long-term demand projections (6 mgd). Recognizing that the City of 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 of fund improvements. A primary goal of the City is the continued protection of the water quality of the waters in and around Oak Harbor to meet the goals outlined in the Puget Sound Action Plan developed by Puget Sound Partnership for the cleanup and protection of Puget Sound.

This phase of the work includes development of preliminary engineering and a Facilities Plan. Subsequent phases, though not specifically authorized by this contract, may include the following:

- Final Design and Permitting
- Preparation of Construction Documents
- Bid Period Services
- Construction Support Services
- Preparation of Operation and Maintenance Manuals
- Start-up, Training, and Facility Commissioning

Project Objectives

The objectives of the Project are to:

1. Prepare Technical Memoranda (TM) evaluating wastewater treatment process, siting, and discharge options;
2. Identify a proposed alternative for wastewater facilities;
3. Prepare preliminary design information and an approved Facilities Plan in compliance with WAC 173-240-060 and 40 CFR 35.917-1;
4. Prepare the required supporting Environmental Documents; and
5. Provide support for public, agency, and stakeholder involvement.
Project Team

Carollo Engineers, Inc. (Carollo) will serve as the Prime Consultant for the Project, and will be responsible for overall Project management and delivery. In completing the work defined by this Scope of Services, Carollo is authorized to use the following Subconsultants:

<table>
<thead>
<tr>
<th>Subconsultant</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHC Consultants</td>
<td>Conveyance System Alternatives Analysis</td>
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<tr>
<td></td>
<td>Satellite MBR Alternatives Analysis</td>
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<tr>
<td></td>
<td>Feasibility of Connecting Non-Sewered Residents</td>
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<td></td>
<td>Regional Biosolids Alternative Feasibility</td>
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<tr>
<td>ESA Adolfson</td>
<td>Environmental Support and Documentation</td>
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<tr>
<td>Triangle Associates</td>
<td>Public Process Support</td>
</tr>
<tr>
<td>Envirosissues</td>
<td>Public Meeting Facilitation</td>
</tr>
<tr>
<td>Michael Willis Architects</td>
<td>Architectural Services</td>
</tr>
<tr>
<td>GeoEngineers</td>
<td>Geotechnical Services</td>
</tr>
<tr>
<td>Katy Isaksen &amp; Associates</td>
<td>Financial Analysis for Proposed Alternative</td>
</tr>
<tr>
<td>Bruce Dees &amp; Associates</td>
<td>Landscape Architectural Services</td>
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<tr>
<td>Cosmopolitan Engineering Group</td>
<td>Outfall Analysis and Alternatives</td>
</tr>
<tr>
<td>Certified Land Services</td>
<td>Property Acquisition Support Services</td>
</tr>
<tr>
<td>Fakkema &amp; Kingma</td>
<td>Surveying</td>
</tr>
<tr>
<td>Paragon Research Associates</td>
<td>Cultural Resources Assessment Services</td>
</tr>
</tbody>
</table>

Related Documents

The following documents provide background information for this project:
- Wastewater Treatment Plant Site Evaluation, City of Oak Harbor, October 2007.

SCOPE OF SERVICES

Carollo (Consultant) will provide engineering and other services for the City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan Project (Project), as defined by this Scope of Services. Work products submitted electronically will be produced using software as defined below:
- Word Processing: Microsoft Word
- Spreadsheets: Microsoft Excel
- Scheduling: Microsoft Project
- Drawings: Bentley MicroStation and Portable Document Format (PDF)

This Scope of Services is divided into the following tasks:
Task 100 Project Management
Task 200 Preliminary Alternatives Development and Screening
Task 300 Final Alternatives Development and Screening
Task 400 Outfall Evaluation
Task 500 Reuse Opportunities
Task 600 Facilities Plan
Task 700 Environmental Review and Documentation
PROJECT SCHEDULE

A preliminary schedule for the Project is attached (Attachment 1). The Schedule defines anticipated durations for major tasks, Project milestones, and major deliverable dates, assuming Notice to Proceed (NTP) in August 2010. Throughout this Scope of Services, anticipated delivery dates for major deliverables are established based on this preliminary schedule. The Consultant and City recognize that the preliminary schedule and corresponding delivery dates are subject to change, should NTP be issued after August 2010 and/or for other reasons. Schedule changes may be approved by the City without an amendment to this Scope of Services, provided both Consultant and City staff approve of the change. An amendment modifying the Project schedule and dates for major deliverables will be issued if required by either the City or Consultant.

TASK 100 – PROJECT MANAGEMENT

The objective of this task is to manage and coordinate engineering and related services required for project completion. Except as noted under assumptions, Consultant will provide the following services for Task 100:

Subtask 110 – Project Management Plan

Complete a draft Project Management Plan (PMP) including scope, work plan and products, work breakdown structure, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of Notice to Proceed (NTP). Finalize the PMP following the Startup Workshop and receipt of City comments. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.

Subtask 111 – Quality Management

Develop and follow a Quality Management Plan (QMP) for the project to be included in the PMP. Review technical memos, documents, drawings, reports, etc. and address review comments addressed prior to submission in accordance with the QMP. For major work products (TM and Facilities Plan) develop a Record of Comment (ROC) to document City comments and Consultant responses.

Subtask 110 Assumptions:

1. A Draft PMP will be reviewed at the Project Startup Meeting.
2. A Final PMP will be issued to incorporate City comments collected following the Project Startup Meeting.
3. The PMP will be updated once during the project.

Subtask 120 – Project Monitoring and Reporting

Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City’s Project Manager with monthly invoices. Document expenditures on a task basis, and
show hours by project personnel and other direct expenses related to work. Include a project S-curve developed using Earned Value Management (EVM) detailing anticipated progress, percent complete, and percent billed for each month.

**Subtask 120 Assumptions:**
1. Total project duration is 22 months.

**Subtask 130 – Project Management Meetings**

Schedule and conduct Project Management Meetings throughout the project as directed by the City’s Project Manager. Meetings will be used to discuss project status, action items, and potential areas of concern. Publish meeting minutes with action items that require a response by team members, City staff, or other agencies identified at the meeting. A draft of the minutes will be submitted to the City within three (3) working days after the meeting. The final version will be submitted within five (5) working days after comments on the draft have been received from the City.

**Subtask 130 Assumptions:**
1. Up to eight (8) Project Management Meetings will be held.
2. Project Management Meetings will be held via teleconference.
3. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City’s Project Manager.

**Subtask 140 – Project Team Website**

Develop and maintain a collaborative Web Site accessible through the Internet by all project team members. The Web Site will be maintained from NTP through final approval of the Facilities Plan. Essential project information will be logged, recorded, and made available through this Web Site during the project, including:
- Project team and contact information.
- Calendar of events.
- Document library including agendas, presentation materials, meeting minutes, submittals, and deliverables.
- Updated Action List providing assignments and status.
- Decision Log.

**Subtask 140 Assumptions:**
1. Project Team Website will only be accessible to members of the project team (i.e. City and Consultant staff). Consultant will develop and maintain a project website for external use under Task 800 – Public Process Support.
**Task 100 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) PMP</td>
<td>110</td>
<td>September 2010</td>
</tr>
<tr>
<td>(22) Monthly Invoices and Progress Reports</td>
<td>120</td>
<td>Monthly</td>
</tr>
<tr>
<td>(8) Project Management Meeting Agendas</td>
<td>130</td>
<td>As Needed</td>
</tr>
<tr>
<td>(8) Project Management Meeting Action Items Log</td>
<td>130</td>
<td>As Needed</td>
</tr>
<tr>
<td>(1) Project Team Website</td>
<td>140</td>
<td>September 2010</td>
</tr>
</tbody>
</table>

**TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING**

The objective of this task is to develop a matrix of preliminary alternatives (treatment process options and candidate sites) and identify a short list of final alternatives to be evaluated and refined in subsequent phases of work. Except as noted under assumptions, Consultant will provide the following services for Task 200:

**Subtask 210 – Basis of Design Documentation**

**Subtask 211 – Engineering Basis of Design**

Review and comment on previous projections developed by the City, and confirm population, flow, and waste load data for the Oak Harbor service area. Establish flow peaking factors (maximum month, maximum day, and peak hour) based on City-provided data. Using these projections and available plant loading data, establish loading estimates and peaking factors for flow, organics (BOD), total suspended solids (TSS), phosphorus and nitrogen loading to the plant.

Evaluate the City’s existing National Pollutant Discharge Elimination System (NPDES) permit, potential future water quality requirements, and establish water quality objectives for conventional effluent parameters, nutrients, fecal coliform bacteria, temperature, and pH. Document basis of design (flows, loads, and effluent requirements) in TM1 – Basis of Design.

**Subtask 212 – Decision Making Methodology**

Treatment process options and candidate sites will be evaluated in a manner that is consistent with City policy objectives, and to meet basic technical, performance, and environmental requirements. Up to eight (8) preliminary alternatives will be screened using Triple Bottom Line Plus Technical (TBL+) methodology, considering financial, social, environmental, and technical criteria and objectives developed by the City and project team. A short list of four (4) final alternatives will be refined for subsequent TBL+ evaluation.

Coordinate with City staff to develop a list of basic policy, technical, performance, and environmental requirements that will be used to create the matrix of preliminary alternatives (Wastewater Treatment Plant [WWTP] process options and sites). Develop a list of TBL+ criteria and objectives to be used for preliminary and final alternatives evaluation. Document the basis for decision making in TM2 – Decision Making Methodology.

**Subtask 210 Assumptions:**

1. Population, flow, and loading data for the Oak Harbor service area will be based on the December 2008 Comprehensive Sewer Plan.
2. Meetings with regulatory stakeholders and City input will be used to establish potential future NPDES permit requirements. Negotiation of permit limits is not included in this Scope of Services.

3. A matrix of preliminary alternatives will be developed based on City policy and basic technical, performance, and environmental requirements.

4. Preliminary and final alternatives will be evaluated using the TBL+ approach.

Subtask 220 – Preliminary Alternatives Development

Subtask 221 – Centralized Treatment Process Evaluation
Develop and evaluate treatment process options to treat all flow from the City and NAS. Identify Washington Department of Ecology (Ecology) requirements for reliability and redundancy, and prepare conceptual design and cost information for processes being considered. Screen potential treatment process options using basic technical and performance requirements established by the project team, and identify up to two (2) process options to be included in the matrix of preliminary alternatives. For these options, develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs). Document the evaluation and recommended options in TM3 – Treatment Process Evaluation. The following facilities will be evaluated:

- **Preliminary/Primary Treatment.** Headworks (preliminary treatment) options, including influent pumping, screening grit removal, flow measurement, and influent sampling. Primary treatment options, including clarification and sludge pumping facilities.

- **Secondary Treatment.** Secondary (biological) treatment process options, including up to four (4) processes capable of meeting identified performance requirements. It is anticipated that more detailed technical and cost information will be developed for up to two (2) process options: activated sludge (AS) and membrane bioreactors (MBR).

- **Disinfection.** Disinfection options, including chlorination/dechlorination (using bulk or on-site generation of hypochlorite) and ultraviolet (UV) disinfection.

- **Solids Handling.** Solids handling options, including a range of processes to achieve a Class B biosolids product on-site, as well as continued use of existing solids handling facilities on an interim or permanent basis. The feasibility of providing biosolids stabilization and/or disposal on a regional basis will be evaluated by the Consultant under a separate task.

- **Odor Control.** Identify potential odor impacts, foul air treatment requirements to meet these impacts, and establish the basis for odor control facilities. Prepare conceptual design information for odor control system components based on the treatment process options being considered.

- **Non-Process Facilities.** Evaluate space needs for plant administration, operation, maintenance, and laboratory facilities to support future treatment facilities through Architectural Programming. Develop a programming questionnaire to determine rough but conservative space needs for new non-process facilities. Interview City staff and prepare a brief Programming Narrative outlining preliminary space needs, laboratory requirements, maintenance functions and desired adjacencies to other plant space, and coordinate with process needs, landscaping, and zoning requirements. Integrate non-process facilities into diagrams, including structural footprints, roadways, and
landscaping areas for up to two (2) alternative layouts. In addition to the plant non-
process facilities, plan the space and accessibility needs for the potential to add
education centers, tour group meeting areas, and interior and exterior public spaces to
welcome and educate the public.

**Subtask 222 – Satellite MBR Facility Evaluation**
Develop conceptual level flow schematics, facility footprints, site layouts, and cost information
(capital and life-cycle costs) for a satellite MBR facility treating up to 0.5 mgd of flow per Ecology

**Subtask 223 – Candidate Site Inventory**
Develop a list of potential sites to locate a centralized WWTP and satellite MBR. Coordinate
with City staff to identify potential sites for the recommended treatment options, considering
factors such as: size (land area); location; ownership and real-estate considerations;
conveyance system impacts; environmental impacts; land use restrictions; and adjacency to
existing outfalls.

Screen potential sites based on City policy and using basic technical and environmental
requirements, and establish a candidate site inventory to be included in the matrix of preliminary
alternatives. Document the site development and screening process in TM4 – Preliminary
Alternatives.

**Subtask 220 Assumptions:**
1. None.

**Subtask 230 – Preliminary Alternatives Screening**
Pair recommended process options with candidate sites to develop a matrix of preliminary
alternatives. Refine conceptual site layouts based on candidate site requirements and evaluate
collection/conveyance system impacts. Integrate the results of Subtask 410 – Preliminary
Outfall Assessment and confirm outfall options. Update cost information to reflect preliminary
alternative layouts and system-wide impacts.

Develop an initial assessment of potential social impacts, including noise, odor potential, visual
aesthetics, construction impacts, and long-term operation impacts. Develop a TBL+ analysis for
up to eight (8) preliminary alternatives. Screen preliminary alternatives to a short list of four (4)
final alternatives, and document results in TM4 – Preliminary Alternatives.

**Subtask 231 – Environmental Review**
Conduct a one day field investigation and perform an initial environmental assessment of
candidate sites. Identify sensitive areas, fish and wildlife impacts, wetlands, streams and
shoreline impacts, site soils and sediments, effluent water quality impacts, potential permitting
requirements, and other pertinent information that will use used to rate preliminary alternatives
based on their ability to meet the established TBL+ criteria and objectives. Meet with City to
finalize environmental documentation approach.

**Subtask 232 – Preliminary Geotechnical Assessment**
Conduct a one day field reconnaissance and perform an initial geotechnical assessment of the
candidate sites. Base the assessment on available information, including geologic and other
publicly available maps that document geotechnical conditions and geohazard considerations in
the project vicinity.

Provide a TM summarizing the pertinent geotechnical issues that would impact site selection,
design, and construction at the candidate sites, including: anticipated soil types and
groundwater conditions; identified geohazards (seismic/liquefaction, slope stability, etc.);
potential mitigation strategies; general foundation types including ground improvement
techniques or other appropriate considerations; and preliminary construction considerations
including shoring and dewatering based on the assumed site conditions. Information will be
used to rate preliminary alternatives on their ability to meet the established TBL+ criteria and
objectives.

Subtask 233 – Cultural Resources Review
Conduct background research to identify known cultural resources in the project vicinity using
state records, historic maps, and other available information. Conduct a one day visit to identify
potentially sensitive areas, regulatory requirements, and other pertinent information that will be
used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria
and objectives.

Subtask 234 – Zoning/Land Use Review
Conduct a one day field visit and perform an initial zoning/land use assessment of candidate
sites based on available information. Identify ownership, confirm code requirements and land
use restrictions, establish a preliminary estimate of property values, and prepare other pertinent
information that will be used to rate preliminary alternatives based on their ability to meet the
established TBL+ criteria and objectives.

Subtask 230 Assumptions:
1. Subtask 232 assumes that the City of Oak Harbor will provide available geotechnical
   information/reports from site and vicinity. Up to four potential sites will be evaluated
   (based on right-of-entry considerations). No geotechnical explorations will be conducted
during this phase.
2. Subtask 233 assumes that up to four potential sites will be evaluated (based on right-of-
   entry considerations). No subsurface explorations will be conducted during this phase.
3. Subtask 234 assumes City Code and zoning research will be conducted on a maximum
   of two (2) sites.

Subtask 240 – Evaluation of the Feasibility of Connecting Non-Sewered Residents

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

Those parcels outside the City limits fall into three categories: highly and fully developed,
underdeveloped and non-conforming parcels. Attachment 2 identifies the eleven distinct areas
that are within the UGB but outside the City limits.

Specific tasks associated with this work will include the following:
1. Investigate feasibility of extending sewer service to those parcels within the City limits.
2. Investigate the feasibility of extending sewer service to the eleven areas outside the City limits.
3. Provide a schematic service alternative for these two groupings of parcels.
4. Provide a planning level cost estimate for the proposed service scheme.
5. For the proposed plan to extend sewer service to unsewered areas, develop a financial analysis for three (3) potential funding scenarios; to be selected by the City.
6. Provide public involvement associated with this task. This will specifically include an estimated three public meetings.
7. Prepare a policy statement regarding the extension of sewer service to these two groupings of parcels.
8. Present proposed service scheme, estimated costs, rate impacts, and proposed policy to Staff and City Council.
9. Present findings in a project memorandum.

Subtask 240 Assumptions:
1. None.

Subtask 250 – Staff Workshops

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff Workshop</th>
<th>Objectives</th>
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</thead>
<tbody>
<tr>
<td>T1 - Project Startup</td>
<td>Review/Finalize Project Management Plan</td>
</tr>
<tr>
<td></td>
<td>Confirm Basis of Design</td>
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<tr>
<td></td>
<td>Establish Decision Making Framework</td>
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<tr>
<td></td>
<td>Prepare for Council Meeting No. 1</td>
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<td></td>
<td>Prepare for Navy/Stakeholder Workshop No. 1</td>
</tr>
<tr>
<td>T2 - Preliminary Alternatives Development</td>
<td>Evaluate Potential Treatment Process Options (2)</td>
</tr>
<tr>
<td></td>
<td>Select Processes Options for Consideration</td>
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<tr>
<td></td>
<td>Confirm Satellite MBR Requirements</td>
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<td></td>
<td>Establish Non-process Requirements</td>
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<td></td>
<td>Establish Basis for Site Footprint</td>
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<td></td>
<td>Develop List of Potential Sites</td>
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<td></td>
<td>Apply Site Screening to Select Candidate Sites</td>
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<td></td>
<td>Establish Matrix of Preliminary Alternatives</td>
</tr>
<tr>
<td>T3 - Preliminary Alternatives Screening</td>
<td>Evaluate Matrix of Preliminary Alternatives (8)</td>
</tr>
<tr>
<td></td>
<td>Screen Alternatives to Short List (4)</td>
</tr>
</tbody>
</table>
Subtask 250 Assumptions:

1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 200 Deliverables:

<table>
<thead>
<tr>
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<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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</thead>
<tbody>
<tr>
<td>(1) TM1 – Basis of Design</td>
<td>210</td>
<td>September 2010</td>
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<tr>
<td>(1) TM2 – Decision Making Methodology</td>
<td>210</td>
<td>January 2011</td>
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<tr>
<td>(1) TM3 – Treatment Process Evaluation</td>
<td>220</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) Architectural Programming Questionnaire and Narrative</td>
<td>220</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) Preliminary Geotechnical Assessment TM</td>
<td>230</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) TM4 – Preliminary Alternatives</td>
<td>230</td>
<td>April 2011</td>
</tr>
<tr>
<td>(1) Unsewered Area Feasibility Memorandum</td>
<td>240</td>
<td>March 2011</td>
</tr>
<tr>
<td>(3) Workshop Materials, Agenda, Minutes</td>
<td>250</td>
<td>Per Workshop Schedule</td>
</tr>
</tbody>
</table>

TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to further refine and evaluate the short list of final alternatives to select a proposed alternative for preliminary design. The proposed alternative will define the recommended liquid and solids stream treatment processes, location for centralized and satellite facilities (if applicable), conveyance and collection system improvements, outfall location and necessary improvements, and potential uses for reclaimed water. Except as noted under assumptions, Consultant will provide the following services for Task 300:

Subtask 310 – Final Alternatives Development and Screening

Further refine the final short listed alternatives, adding technical detail to site layouts based on site mapping and additional geotechnical evaluation. Confirm hydraulics and collection/conveyance system requirements. Integrate the results of Subtask 420 – Final Outfall Analysis, and Subtask 510 – Preliminary Effluent Reuse Assessment. Update cost information and TBL+ evaluations of financial, social, environmental, and technical criteria and objectives. Prepare a final screening of alternatives to select a proposed alternative for preliminary design. Document results of final screening in TM7 – Final Alternatives.

Subtask 311 – Site Mapping

Provide background mapping and existing and readily available geographical information system (GIS) and survey data. Mapping will be developed as a basis for site planning at up to four (4) candidate sites. The mapping will show readily available information for property lines, existing structures, significant utilities, site topography, and other significant features.
Subtask 312 – Architectural Development

Conduct a one day field review and provide analysis of sites being considered for the new treatment plant in regards to contextual placement within the surrounding site conditions. Prepare conceptual site plan footprints for recommended facilities, coordinating with process engineers, landscape architects and with zoning requirements that may influence plant layouts on specific available site options. Provide graphic representation of appropriate site organization and utilization plans for the four (4) final alternatives. Prepare 3D renderings illustrating up to two (2) facility views for one site. Develop landscaping options and prepare up two (2) renderings showing site landscaping. Prepare order of magnitude estimated probable costs of non-process facilities and develop associated landscaping and architectural theme costs.

Subtask 310 Assumptions:

1. The budget for Subtask 311 assumes existing and readily available GIS and survey data are used, and does not include field visits or detailed surveys of sites or collection system/conveyance piping alignments.

Subtask 320 – Regional Biosolids Alternative Feasibility

The purpose of this subtask is to evaluate the feasibility of implementing a solids handling, stabilization, and biosolids disposal alternative on a regional basis, with participation from the following entities:

- City of Oak Harbor
- Navy Seaplane base
- NAS Ault Field
- Penn Cove Water/Sewer District
- City of Coupeville
- Island Septage

Except as noted under assumptions, Consultant will complete the following services for Subtask 320:

Gather and analyze historic solids production, hauling, and disposal records, including quantities and costs, from the regional entities. Estimate future solids production and handling requirements using growth projections provided by the entities.

Evaluate the capacity of the City of Oak Harbor’s existing lagoons, and compare that capacity with the current and future solids loadings from the regional entities to determine the feasibility of using the existing lagoons for regional biosolids stabilization and storage. Estimate the capital cost of lagoon modifications and the operational and maintenance (O&M) costs for such a regional facility.

Estimate the size of a new and separate solids handling and stabilization facility to accept solids from the regional entities. Evaluate disposal alternatives for stabilized biosolids, including: composting; thermal drying; and trucking to an offsite location. Estimate the capital cost and annual O&M costs for such a regional facility.
Document the analysis and conclusions into a project memorandum that estimates the life-cycle costs and revenue potential to the City of Oak Harbor as the owner/operator of a regional solids facility.

**Subtask 320 Assumptions**

1. Consultant will estimate current and future solids loadings for the City of Oak Harbor, and assist the City in obtaining solids loadings for regional entities. Consultant will not perform independent analysis to determine current and future solids loadings from the regional entities.

2. City owned property near the intersection of Highway 20 and Sleeper Road will be considered as the regional biosolids handling site.

**Subtask 330 – Technical Workshops**

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>T4 – Final Alternatives Screening</td>
<td>Discuss Potential Reuse Opportunities</td>
</tr>
<tr>
<td></td>
<td>Evaluate Final Short Listed Alternatives (4)</td>
</tr>
<tr>
<td></td>
<td>Identify Proposed Alternative (1)</td>
</tr>
</tbody>
</table>

**Subtask 330 Assumptions:**

1. Workshops will be held at City of Oak Harbor facilities.

2. Consultant Project Manager and required team members will attend workshops.

3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

**Task 300 Deliverables:**

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<thead>
<tr>
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<th>Anticipated Delivery Date</th>
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<tbody>
<tr>
<td>(1) TM7 – Final Alternatives</td>
<td>310</td>
<td>October 2011</td>
</tr>
<tr>
<td>(1) Site Mapping Using Available Data</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(4) Updated site utilization plans</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(2) 3D site/facility renderings</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(2) Site landscaping renderings</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(1) Regional Biosolids Management Feasibility Memorandum</td>
<td>320</td>
<td>July 2011</td>
</tr>
<tr>
<td>(2) Workshop Materials, Agenda, Minutes</td>
<td>330</td>
<td>Per Workshop Schedule</td>
</tr>
</tbody>
</table>
TASK 400 – OUTFALL EVALUATION

The objective of this task is to develop the criteria for saltwater outfall alternatives based on the preliminary and final alternatives being evaluated. Work performed under Task 400 will satisfy the following requirements of an Engineering Report under WAC 173-240-060:

- Degree of treatment required to meet applicable receiving water quality criteria.
- Document compliance with water quality standard outside authorized mixing zones.
- Detailed outfall and mixing zone analysis.

Except as noted under assumptions, Consultant will provide the following services for Task 400:

Subtask 410 – Discharge Alternatives and Performance Assessment

Due to their condition, the City has determined that neither the existing RBC outfall/diffuser nor the existing lagoon outfall/diffuser will meet future needs. This subtask will develop alternative diffuser sites and configurations, and then evaluate their effluent mixing and water quality impacts. This task will establish discharge alternatives (site location and diffuser configuration) for:

1. Outfall for RBC plant site in Oak Harbor (new or rehabilitated existing).
2. Outfall for an alternative site discharging to Oak Harbor or Crescent Harbor.

Subtask 411 – Outfall Inspections

Conduct visual inspections of the existing outfalls as required in Special Condition S11 of the NPDES permit. Both outfalls will be visually inspected and videotaped by experienced outfall design engineers. Rhodamine WT dye will be injected into the effluents to aid in locating and photographing the outfall and diffusers, and will also be used to detect leaks. The inspection will include the nearshore section of the RBC outfall that is being evaluated for a temporary repair. The results of the inspections will be presented in a written report and DVD video.

Subtask 412 – Outfall and Diffuser Alternatives

Establish alternative diffuser sites in both Oak Harbor and Crescent Harbor. For practical purposes related to aquatic land use authorizations, preference will be given to siting diffusers at the existing locations. Additional diffuser locations will be considered if there are cost or performance advantages. Up to three diffuser alternatives (length, number and spacing of diffuser ports) will be established at each site. Due to the history of sedimentation around the RBC diffuser, elastomeric duckbill check valves will be considered.

Develop three outfall alignment and profile options (RBC outfall replacement to Oak Harbor, alternate site to Oak Harbor, alternate site to Crescent Harbor). Existing aerial base mapping and NOAA bathymetry will be used for the base map. Establish head loss ranges for diffuser alternatives. Establish pipeline diameter necessary for peak effluent flows and available discharge head. Perform a preliminary assessment of the utility of the two existing outfalls, based on existing drawings and dive inspection reports/videos. For the RBC outfall, evaluate potential slip lining alternative. Based on hydraulic analysis determine the need for effluent pumping for each alternative.

Subtask 413 – Shellfish Harvesting Areas and Aquatic Land Lease Assessment

Assess shellfish closure zone restrictions and potential geoduck damage payments for existing outfalls based on existing shellfish closure zones that have been established for the City’s outfalls by the Washington Department of Health (DOH), and payments that have been pursued

July 23, 2010
by the Department of Natural Resources (DNR) in other areas where outfalls interfere with commercial fishing harvests. Assess potential changes in the closure zones and resource payments as a function of treatment plant flow and treatment technology (e.g. activated sludge versus MBR effluent). Summarize benefits, negative impacts, and potential resource costs of various diffuser siting and treatment technology options. Coordinate analysis and conclusions with DOH shellfish program manager.

**Subtask 414 – Mixing Zone Analysis and Water Quality Assessment**

Prepare mixing zone studies for up to two (2) combinations of outfall location and design flows, to meet anticipated requirements for development of a future NPDES permit. The analysis will include:

- Determination of acute and chronic mixing zone dilution factors using the existing Ecology/EPA mixing zone models and receiving water data.
- Assessment of the "reasonable potential" to exceed water quality criteria beyond the mixing zone boundaries, which is a statistical test adopted by Ecology to assess the need for effluent limits in the NPDES permit.
- Determination of the potential effluent limitations for toxicants (e.g. ammonia, chlorine, metals) in future NPDES permits.
- Determine compliance with ambient temperature criteria at the mixing zone boundaries.
- Assessment of the potential to impact aquatic sediments using Ecology screening criteria for potential impacts and review of existing sediment data near outfalls.
- Assess potential future Whidbey Basin marine TMDL limitations for nutrient discharge.

**Subtask 410 Assumptions:**

1. Preliminary effluent flow rates (maximum month, maximum day, and peak instantaneous) and gravity head availability will be used to establish hydraulic capacity of existing outfalls.

2. An objective for Subtask 410 will be to provide outfall information and conclusions to support the wastewater facilities screening conducted in Task 200.

**Subtask 420 – Final Outfall Analysis**

**Subtask 421 – Confirm Mixing, Water Quality, and Shellfish Models**

Finalize the mixing zone modeling, water quality assessments, and shellfish closure zone evaluations (updated from the previous subtask) based on the final flow and treatment facility alternatives developed under Task 200.

**Subtask 422 – Recommended Outfall Improvements**

Develop preliminary recommendations for the upgrade or replacement of the existing outfalls. Data developed in the evaluation will include variations and combinations of design features for up to two (2) outfall options, including:

- Alignment and profile for each outfall option.
- Diffuser criteria for each outfall option (number and size of ports, spacing, and orientation).
- Hydraulic capacity for each outfall option (gravity and pumped as appropriate).
- Recommendations for repair or rehabilitation for existing outfalls (as appropriate).
- Shoreline construction requirements as appropriate for new or repair work.
- Pipeline materials, cathodic protection, anchoring, and construction methods.
- Recommendations for maintenance and prevention of siltation.
- Permitting overview.
- Opinions of probable construction cost.

Summarize the mixing zone analysis and recommended outfall improvements, and document results and recommendations in TM5 – Outfall Evaluation and Recommendations.

**Subtask 420 Assumptions:**
1. Subtask 420 will be conducted in parallel with the final wastewater treatment alternatives development and screening under Task 300.

**Task 400 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outfall inspection report and DVD for both existing outfalls</td>
<td>410</td>
<td>November 2010</td>
</tr>
<tr>
<td>(1) Preliminary Draft TM5 – Outfall Evaluation and Recommendations</td>
<td>410</td>
<td>November 2010</td>
</tr>
<tr>
<td>(1) TM5 – Outfall Evaluation and Recommendations</td>
<td>420</td>
<td>February 2011</td>
</tr>
</tbody>
</table>

**TASK 500 – REUSE OPPORTUNITIES**

The objective of this task is to evaluate the feasibility of beneficially reusing treated effluent produced by the proposed alternative. Except as noted under assumptions, Consultant will provide the following services under Task 500:

**Subtask 510 – Preliminary Effluent Reuse Assessment**

Develop and evaluate potential alternatives for reuse of treated effluent, including groundwater recharge, seasonal irrigation supply (urban and agricultural), in-plant use, and wetlands habitat augmentation/creation. Based on current regulations, identify treatment and facilities requirements, estimate land requirements and permitting restrictions, and prepare capital, operating, and lifecycle cost estimates for up to two (2) potential reuse scenarios. Document results in TM6 – Reuse Opportunities.

**Subtask 510 Assumptions:**
1. The City of Oak Harbor will provide hydrogeologic reports, aquifer testing results, construction details and water quality analyses results for their groundwater sources.
2. No field exploration or field reconnaissance will be completed for this task.
Subtask 520 – Reuse Alternatives Development

The authorization and scope of this subtask will be developed pending the results of Subtask 510, and the outcome of the final alternatives screening process. If authorized by the City’s Project Manager, Budget for this Subtask will be reallocated from Task 900.

<table>
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<tr>
<th>Deliverable</th>
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<tbody>
<tr>
<td>TM6 – Reuse Opportunities</td>
<td>510</td>
<td>June 2011</td>
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</table>

TASK 600 – FACILITIES PLAN

The objective of this task is to amend the City’s existing Comprehensive Sewer Plan and complete a Facilities Plan that includes all applicable sections outlined by WAC 173-240-060 and 40CFR 35.917-1. The Facilities Plan will be consistent with federal, state, and local regulations and policies, such as the Endangered Species Act (ESA), the Growth Management Act, the City of Oak Harbor Comprehensive Plan, and the amended City of Oak Harbor Comprehensive Sewer Plan. The Facilities Plan will be sufficiently complete so that plans and specifications can be developed without substantial changes. Except as noted under assumptions, Consultant will provide the following services under Task 600:

Subtask 610 – Comprehensive Sewer Plan Amendment

Review and amend the December 2008 Comprehensive Sewer Plan for Ecology approval. Prepare an amendment with new data and recommendations to provide consistency with the Facilities Plan. Deliver Draft Amendment to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Amendment will be provided. Following City review of the Draft Amendment, incorporate comments into an Agency Draft Amendment to be submitted to Ecology for review.

Subtask 610 Assumptions:

1. The December 2008 Comprehensive Sewer Plan has been approved by Ecology. Consultant will prepare a brief amendment reflecting the proposed alternative developed in the Facilities Plan, including: selected liquid/solids treatment process(s); facilities site(s); collection/conveyance improvements; outfall/reuse of treated effluent; project implementation plan; and updated financial plan.

2. The Comprehensive Sewer Plan Amendment will be reviewed with Ecology as a component of the Agency Draft Facilities Plan.

3. Environmental Documentation prepared for the Facilities Plan will satisfy requirements for amending the Comprehensive Sewer Plan.

Subtask 620 – Develop Draft Facilities Plan

Compile the findings and recommendations documented in the previously defined Scope of Services into a Draft Facilities Plan. The expected outline of the Facilities Plan is included as Attachment 3.
Subtask 621 – Final Proposed Alternative Development
Develop the final proposed alternative in sufficient detail to satisfy facilities planning requirements, including:

- Refine the recommended liquid and solid stream treatment alternative to establish preliminary facility layouts and footprints.
- Develop design data, sizing criteria, liquid and solids stream schematics, and an overall WWTP hydraulic profile that reflects the recommended upgrades.
- Prepare plant electrical facility needs including back-up power generation and plant-wide power distribution.
- Provide a preliminary I/O list for recommended improvements and recommendations for a system-wide SCADA system (treatment facility and collections system).
- Provide a summary of collection, conveyance, and outfall improvements.

Subtask 622 – Architectural Renderings
Providing select architectural drawings of the proposed alternative to establish building envelopes, edge conditions, and the architectural treatments. Refine/update the 3D model generated in Subtask 312 to establish building mass, roof lines, and edge conditions, and provide up to two (2) rendered views of the new facilities on the selected site. Architectural renderings will convey materials and finishes and the general theme of the plant as it relates to local design guidelines and site specific architectural context. Coordinate with process building layouts and refined landscaping plans, and prepare one (1) site plan to illustrate the proposed appearance of the site, showing general land forms, planting, plant entrance, and parking.

Subtask 623 – Implementation Plan
Prepare an implementation plan for the recommended alternative, including a project schedule, phasing plan, anticipated project cost for each phase, and expected cash expenditure for the improvements.

Subtask 624 – Financial Analysis
Evaluate potential capital funding sources to develop funding strategy alternatives for the City. Estimate timing associated with potential funding programs, discuss eligibility, and note anticipated or potential program changes.

Prepare a financial analysis showing the project costs, how the project can be funded, and the how the debt can be repaid over a 20-year period. Reflect anticipated increases in operation and maintenance (O&M) costs and growth in connections in the analysis, including the financial history of the sewer utility and current outstanding debt. Summarize results and prepare the financial analysis chapter of the Facilities Plan.

Subtask 625 – Draft Facilities Plan
Deliver Draft Facilities Plans to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Facilities Plan will be provided. Following City review of the Draft Facilities Plan, incorporate comments into an Agency Draft Facilities Plan to be submitted to Ecology for review.

Subtask 620 Assumptions:
1. The output of the City’s recent utility rate study will be used as the base for identifying history, policies and comparing funding strategies.
2. Infiltration and inflow (I/I) must be addressed to satisfy Ecology requirements for a Facilities Plan. Consultant will evaluate I/I according to Ecology Publication No. 97-03, using flow data provided by the City. It is assumed that the analysis will conclude with a determination of "Non-Excessive I/I". Field investigation of I/I sources and an evaluation of projects to reduce I/I are not included in this Scope of Services.

3. The financial analysis will be prepared for selected alternative.

**Subtask 630 – Respond to Agency Review Comments**

Consolidate Agency review comments on the Facilities Plan and Comprehensive Sewer Plan Amendment, and prepare a response to each comment. Review comments and responses with the City and Ecology.

**Subtask 630 Assumptions:**

1. Ecology review of the Facilities Plan and Comprehensive Sewer Plan Amendment will be conducted concurrently with review and approval of Environmental Documents.

2. Agency review workshops conducted throughout the project are expected to result in a minimal number of comments and changes to the Facilities Plan and Comprehensive Sewer Plan Amendment.

**Subtask 640 – Final Facilities Plan Development**

Following review of the Agency Draft Facilities Plan and following approval of the Environmental Documents, incorporate Agency comments submit a Final Facilities Plan.

**Subtask 640 Assumptions:**

1. None.

**Subtask 650 – Technical/Agency Review Workshops**

Conduct Technical/Agency Review Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff/Agency Review Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2 – Review Comment Responses</td>
<td>Review Responses to Agency Comments</td>
</tr>
</tbody>
</table>

**Subtask 650 Assumptions:**

1. Technical Workshops will be held at City of Oak Harbor facilities.

2. Agency Review Workshops will be held at Ecology facilities in Bellevue.
3. Consultant Project Manager and required team members will attend workshops.
4. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

**Task 600 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10) Draft Comprehensive Sewer Plan Amendment (for City review)</td>
<td>610</td>
<td>January 2012</td>
</tr>
<tr>
<td>(10) Agency Draft Comprehensive Sewer Plan Amendment</td>
<td>610</td>
<td>January 2012</td>
</tr>
<tr>
<td>(1) Rendered Site Plan</td>
<td>620</td>
<td>November 2011</td>
</tr>
<tr>
<td>(4) 3D Renderings of Facilities</td>
<td>620</td>
<td>November 2011</td>
</tr>
<tr>
<td>(10) Draft Facilities Plan (for City review)</td>
<td>620</td>
<td>January 2012</td>
</tr>
<tr>
<td>(10) Agency Draft Facilities Plan</td>
<td>620</td>
<td>January 2012</td>
</tr>
<tr>
<td>(1) Potential Capital Funding Sources TM</td>
<td>620</td>
<td>November 2012</td>
</tr>
<tr>
<td>(1) Response to Agency Comments Log</td>
<td>630</td>
<td>June 2012</td>
</tr>
<tr>
<td>(10) Final Comprehensive Sewer Plan Amendment</td>
<td>640</td>
<td>July 2012</td>
</tr>
<tr>
<td>(10) Final Facilities Plan</td>
<td>640</td>
<td>July 2012</td>
</tr>
<tr>
<td>(2) Staff Workshop Materials, Agenda, Minutes</td>
<td>650</td>
<td>Per Workshop Schedule</td>
</tr>
<tr>
<td>(2) Agency Review Workshop Materials, Agenda</td>
<td>650</td>
<td>Per Workshop Schedule</td>
</tr>
</tbody>
</table>

**TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION**

Multiple environmental approvals are required for approval of the wastewater facilities plan and the comprehensive sewer plan amendment. The preferred alternative will have differing documentation requirements, depending upon the facility site, outfall improvements, and conveyance components. The environmental review and documentation task has been developed to encompass as many of these potentially differing requirements within a single document as possible, but will require finalization as the team proceeds through the alternative screening and review process.

Task 700 includes environmental documentation according to the National Environmental Policy Act (NEPA), with either the Environmental Protection Agency (EPA) or Department of Defense as the NEPA lead agency. NEPA will be triggered by the need for approvals or permits from the Navy, or a funding request from the US EPA. NEPA compliance would also be triggered by a Corps of Engineers permit. The NEPA document will be adopted by the City for State Environmental Policy Act (SEPA) compliance, and will be used by the City to meet State Environmental Review Process (SERP) documentation requirements associated with submission of the Facilities Plan. This will also meet requirements for potential State Revolving Fund applications in the future.

The NEPA document will be an Environmental Assessment (EA), and it is assumed that NEPA EA will receive a Finding of No Significant Impact (FONSI). Meeting this determination will require that significant impacts can be identified and mitigated or avoided. The City will adopt...
the EA to meet their SEPA requirements; at this time, we are assuming this would be a Mitigated DNS, consistent with the FONSI.

The objective of this task is to prepare documentation to evaluate the environmental impacts of the recommended project. Information to be gathered or issues to be addressed includes:

- Soils/erosion, based on Geotechnical Reconnaissance.
- Air quality/odor, based on qualitative odor assessment.
- Water quality, based on anticipated water quality impacts, wetlands delineation and impacts, and ground water impacts.
- Floodplain/flood insurance, based on information from Federal Emergency Management Agency (FEMA) maps.
- Fish and wildlife, based on information on existing animals on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Vegetation, based on information on existing vegetation on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Environmental health (biosolids), based on information on the quality of biosolids and potential health impacts.
- Environmental health (reclaimed water), based on information on the quality of reclaimed water and potential health impacts.
- Environmental health (hazardous materials), based on a list of hazardous materials that will be stored or used on the WWTP site.
- Noise, based on a qualitative description of typical noise level at the plant during both construction and operation.
- Compatibility with surrounding land use, based on land use information provided by the City.
- Aesthetics, based on architectural drawings and landscaping plans to illustrate the proposed appearance of the site.
- Historical and archaeological resources.
- Transportation.
- Funding.

Except as noted under assumptions, Consultant will provide the following services under Task 700:

**Subtask 710 – Environmental Services / NEPA/SEPA documentation**

Prepare an environmental assessment in accordance with the NEPA, conduct the required environmental reviews and studies; and release required notices and documents. Develop text, figures, and sections required to assemble prepared environmental documents to meet NEPA. This effort will rely heavily on previous documents, including the Facility Plan, prepared for the project with site specific information obtained as part of Tasks 200 and 300. Information will be incorporated from other tasks and outside sources such as public involvement and the cultural/historic resources review. Agency correspondence will be conducted and documented in accordance with NEPA requirements. This document will be used to meet the environmental
documentation requirements for the Facilities Plan. This approach will be finalized with the City and the NEPA lead agency during the alternative selection process.

**Subtask 710 Assumptions:**

1. The Consultant will meet with the City of Oak Harbor to formalize the proposed environmental document approach, based on anticipated funding requests and other requirements. This scope and accompanying budget is based on the assumption that the City will be submitting a Facilities Plan and will prepare a NEPA EA to meet the requirements of SERP documentation.

2. The City will issue the appropriate SEPA review document. It is assumed that document will be a Mitigated DNS, in accordance with a Finding of No Significant Impact (FONSI) from the NEPA process. If significant impacts are identified during the NEPA EA that do not warrant a FONSI, it will be necessary to revisit the SEPA process.

3. SERP documentation will be covered by the NEPA document.

4. The NEPA documentation will incorporate the findings and results of the Public Outreach program.

**Subtask 720 – Biological Assessment and Essential Fish Habitat (EFH)**

Prepare a biological assessment (BA) for species listed as threatened or endangered under the federal ESA, including Puget Sound Chinook salmon and bull trout, and candidate species, including Coho salmon. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the United States Fish and Wildlife Service (Services) under Section 7 of the ESA. The BA will address the recommended plan identified during Task 300 and described in the Facilities Plan. It is assumed that analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor. The project may result in a “no effect” determination and consultation with the federal services would not be required. This will be determined during the initial steps of the project. Subtasks will include the following:

- **Draft BA.** Prepare a draft BA for review by the City and Carollo. Included activities involved in preparation of the BA are:
  - Communications with the National Marine Fisheries Service (NMFS), US Fish and Wildlife Service (USFWS), and Washington Department of Fish and Wildlife (WDFW), to obtain habitat and species information.
  - Review of the literature and published information for each Listed, Proposed, and Candidate species identified by USFWS and NMFS occurring within the project area. This task also includes a site visit and a review of reports that have already been prepared for this project or similar projects in the vicinity.
  - Preparation of an internal review draft document.

- **Final BA.** Prepare a final BA document incorporating the City’s and Carollo’s comments on the draft report for submittal by the City to the Department of Ecology.

- **Consultation assistance.** Following submittal of the BA, provide responses to comments on the document by the federal action agency and the federal services (if appropriate) up to the hours indicated. It is assumed that Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required.
Formal consultation will not be required if there is a “No Effect” determination and EPA agrees with the determination.

- Attend at up to two meetings with Ecology and liaisons for both NMFS and USFWS during consultation.

**Subtask 720 Assumptions:**

1. Analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor.

2. ESA consultation is typically coordinated through the federal action agency, anticipated in this case to be Ecology on behalf of the Environmental Protection Agency (EPA), as outlined in the SERP guidelines. The existing wetland report and geotechnical study are assumed to be sufficient for the purposes of the BA.

3. The BA will be conducted for the recommended alternative, with appropriate level of design detail provided by Carollo.

4. An Essential Fish Habitat Assessment (EFH) will be submitted and reviewed as a component of the BA.

5. The project action area includes all locations at which the proposed project could potentially impact ESA listed species or their critical habitat including locations distant from the project site.

6. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the Services under Section 7 of the ESA.

7. Conclusion of the BA consultation process will be dictated by the timelines of the federal agency responses. Consultant will respond promptly to agency requests during the consultation process.

8. Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required. Formal consultation will not be required if there is a “No Effect” determination and EPA agrees with the determination.

**Subtask 730 – Section 106 Compliance**

Using Subtask 233 as a starting point, prepare a memorandum regarding historical and archaeological resources for inclusion in the Environmental Assessment. Prepare Section 106 consultation correspondence for signature of Federal lead agency.

**Task 700 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Draft and Final NEPA EA</td>
<td>710</td>
<td>July 2012</td>
</tr>
<tr>
<td>(1) Draft and Final BA or No Affect Letter (electronic and 6 hard copies)</td>
<td>720</td>
<td>July 2012</td>
</tr>
<tr>
<td>Draft and Final responses (electronic) to federal agency comments</td>
<td>720</td>
<td>July 2012</td>
</tr>
</tbody>
</table>
TASK 800 – PUBLIC PROCESS SUPPORT

The objective of this task is to support successful project implementation by proactively identifying and addressing public and stakeholder issues. As defined below, the City will lead public process activities for the Project, with significant support from the Consultant. Except as noted under assumptions, Consultant will provide the following services for Task 800:

Subtask 810 – Public Process Planning

Participate in two (2) meetings with the City to develop a project-specific public/stakeholder involvement plan (PIP) that meets NEPA, SERP, and SEPA requirements and that identifies the following:

- Target audiences and issues;
- Anticipated schedule of activities;
- Interrelationships and responsibilities; and
- Public involvement tools for each phase of the project.

Prepare a Draft PIP, review with the City, make revisions, and produce a final PIP. Participate in coordinating phone calls with City of Oak Harbor staff to provide strategic advice on public involvement and communications issues as they arise throughout the Project.

Subtask 810 Assumptions:
1. Consultant will update the PIP once during the project.

Subtask 820 – Stakeholder Workshop Facilitation

Assist the City in planning and conducting Stakeholder Workshop No. 1. Participate in a preparation session for the workshop. Prepare a workshop plan in advance that identifies goals, objectives, agenda, roles and responsibilities, and materials. Produce presentation materials, and develop draft and final agendas. Facilitate the Stakeholder Workshop and produce one (1) draft and one (1) final summary (minutes).

Assist the City in planning and conducting up to three (3) meetings with the U.S. Navy to communicate project status and obtain feedback. For each meeting, provide technical, financial, and environmental information to assist discussions facilitated by the City.

Subtask 820 Assumptions:
1. Stakeholder Workshop No. 1 will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for Stakeholder Workshop No. 1 and deliver workshop materials to attendees.
3. In addition to City staff, it is anticipated that Stakeholder Workshop No. 1 attendees will include representatives of NASWI Public Works, local community members, local Tribes, and permitting agencies (Ecology, DOH, DNR, and the Army Corps of Engineers).
4. Consultant Project Manager will attend Navy meetings and provide technical information. City staff will facilitate discussion and summarize action items.
Subtask 830 – Public Meeting Facilitation

Assist the City in planning and conducting Public Meetings, defined below. Participate in up one (1) preparation session for each meeting. Facilitate the Public Meetings and produce one (1) draft and one (1) final summary (minutes). For each meeting: arrange for suitable meeting locations; prepare meeting plans; produce presentation materials; develop sign in sheets and public comment forms; develop draft and final agendas; and develop draft and final meeting announcements/save the date notices.

Throughout the Project, develop and maintain a contact list of stakeholders and interested parties. Maintain a log of public comments received outside of the public meetings (via the website, emails to project team staff, phone calls, etc.), and responses to public inquiries as requested by the City.

<table>
<thead>
<tr>
<th>Public Meeting</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1 – Public Meeting No. 1</td>
<td>Communicate Project Purpose and Objectives</td>
</tr>
<tr>
<td></td>
<td>Report Project Plan and Schedule</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Decision Making Methodology</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
<tr>
<td>P2 – Public Meeting No. 2</td>
<td>Report Results of Alternatives Screening</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Short Listed Alternatives (4)</td>
</tr>
<tr>
<td>P3 – Public Meeting No. 3</td>
<td>Obtain Input to Refine Proposed Alternative (1)</td>
</tr>
</tbody>
</table>

**Subtask 830 Assumptions:**

1. The City will arrange for meeting locations and facilities.
2. The City will publish announcements in the local paper and include notices of meetings on their website.
3. The City will pay for all costs related to mailings, including printing and postage.

Subtask 840 – Council/Committee Meeting Participation

Assist the City in planning and conducting Council/Committee Meetings, defined below. Prepare meeting objectives, agendas, roles and responsibilities, and presentation materials in advance of the meetings. Participate in up to one (1) preparation session for each meeting.

<table>
<thead>
<tr>
<th>Council/Committee Meeting</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 – Council Committee Meeting No. 1</td>
<td>Report Progress</td>
</tr>
<tr>
<td></td>
<td>Report Project Challenges and Opportunities</td>
</tr>
<tr>
<td>C2 – Council Workshop No. 1</td>
<td>Report Feedback from Stakeholders and Public</td>
</tr>
<tr>
<td></td>
<td>Establish Decision Making Criteria</td>
</tr>
<tr>
<td></td>
<td>Process (basic technical and environmental)</td>
</tr>
<tr>
<td></td>
<td>Sites (policy considerations)</td>
</tr>
<tr>
<td></td>
<td>Alternatives (TBL+ objectives)</td>
</tr>
</tbody>
</table>
| C3 – Council Committee Meeting No. 2 | Report Results of Alternative Screening
Report Feedback from Stakeholders and Public
Confirm Short Listed Alternatives (4) |
| C4 – Council Committee Meeting No. 3 | Report/Obtain Input on Proposed Alternative (1) |
| C5 – Council Meeting No. 1 | Confirm Proposed Alternative (1) |
| C6 – Council Meeting No. 2 | Report Feedback from Public and Stakeholders
Provide Overview of Draft Facilities Plan
Confirm Draft Facilities Plan Submission to Ecology |

**Subtask 840 Assumptions:**
1. Council/Committee Meetings will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for meetings and deliver meeting materials to attendees.
3. Consultant staff will lead/facilitate and provide information for discussion at Council Workshops.
4. Consultant Project Manager will attend City Council Committee Meetings/City Council Meetings, and assist City staff in presenting technical information.

**Subtask 850 – Public/Stakeholder Involvement Product Development**

In consultation with City of Oak Harbor staff, develop a project website and periodically update the website content. Prepare one (1) draft and one (1) final project brochure for informing the public about the background, goals, and specifics of the project.

Other options for products and activities, subject to Oak Harbor authorization and decisions from the Public Involvement Plan include:
- One additional or updated brochure, likely focused on the range of alternatives.
- In consultation with City of Oak Harbor staff, the Consultant may produce a segment for the City of Oak Harbor public access channel. It is intended that the Consultant will prepare a script and be involved in organizing and producing these segments, but assumed that the City will do the actual filming and production. Assume City staff would appear in the video segment.
- Consultant will assist with strategy and development of presentations for local community groups that City staff would make.

**Task 850 Assumptions:**
1. All written or web materials and communications products will be reviewed and approved by City of Oak Harbor staff/consultants.
2. The City will print and send materials to the public.
3. Public Access TV facilities and costs are paid by the City.
### Task 800 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10) Stakeholder Interviews</td>
<td>810</td>
<td>October 2010</td>
</tr>
<tr>
<td>(1) Draft PIP</td>
<td>810</td>
<td>September 2010</td>
</tr>
<tr>
<td>(1) Final PIP</td>
<td>810</td>
<td>October 2010</td>
</tr>
<tr>
<td>(1) Stakeholder Workshop Plan, Agenda, Materials</td>
<td>820</td>
<td>November 2010</td>
</tr>
<tr>
<td>(3) Public Meeting Plan, Agenda, Materials</td>
<td>830</td>
<td>Per Public Meeting Schedule</td>
</tr>
<tr>
<td>(1) Council Workshop Plan, Agenda, Materials</td>
<td>840</td>
<td>December 2010</td>
</tr>
<tr>
<td>(5) Technical information/documents/presentations for City Council Committee/City Council Meetings</td>
<td>840</td>
<td>Per Council Committee/Council Meeting Schedule</td>
</tr>
<tr>
<td>(1) Project Website</td>
<td>850</td>
<td>November 2010</td>
</tr>
<tr>
<td>(12) Updates to Project Website</td>
<td>850</td>
<td>As Needed</td>
</tr>
<tr>
<td>(1) Project Brochure</td>
<td>850</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) Public Access TV Production Plan</td>
<td>850</td>
<td>As Needed</td>
</tr>
</tbody>
</table>

### TASK 900 – MANAGEMENT RESERVE

This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City’s Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.
Consultant Agreement Amendment
Number 1

Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan

<table>
<thead>
<tr>
<th>Organization and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Oak Harbor</td>
</tr>
<tr>
<td>865 SE Barrington Drive</td>
</tr>
<tr>
<td>Oak Harbor, WA 98239</td>
</tr>
<tr>
<td>Phone: 360-279-4522</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Number: 8549A.00</th>
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</thead>
<tbody>
<tr>
<td>Execution Date</td>
</tr>
<tr>
<td>Completion Date (Prior)</td>
</tr>
<tr>
<td>9/16/10</td>
</tr>
<tr>
<td>December 2012</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Project Title: Preliminary Engineering and Facilities Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Maximum Amount Payable</td>
</tr>
<tr>
<td>$1,089,561</td>
</tr>
</tbody>
</table>

Description of Work: This phase of the work includes development of preliminary engineering and a Facilities Plan.

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers and executed on 9/16/10 and identified as: Preliminary Engineering and Facilities Plan

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:
Please see the attached scope of work.

SCOPE OF WORK is hereby changed and supplemented with the following:
PROJECT COMPLETION DATE AMENDED TO: April 2013
TIME OF COMPLETION - SCOPE OF SERVICES:

PAYMENT shall be amended as follows:
The maximum payable amount of $1,089,561 does not change. The management reserve fund has been reduced by $14,683 for the additional services. The budget for the additional services is attached. The remaining balance of the management reserve fund is $35,317.

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

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

By: Brian Matsen
Consultant Signature

By: J. Slowik, Mayor
Approving Authority Signature

2-6-11
Date
ATTACHMENT 2
MAJOR PROJECT ELEMENTS LIST

The Scope of Services for the Oak Harbor WWTP Preliminary Design Project will include 30 percent design documents that are sufficient to develop a full set of contract plans and specifications for the recommended Phase 1 improvements without substantial changes as required by the State of Washington Administrative Code (WAC) 173-240-060. The Scope of Services for Preliminary Design Documents is based on the major elements identified in the following Project Elements List:

<table>
<thead>
<tr>
<th>Facility Area</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>0X</td>
<td>General</td>
</tr>
<tr>
<td>1X</td>
<td>Yard Site Systems</td>
</tr>
<tr>
<td>2X</td>
<td>Preliminary Treatment</td>
</tr>
<tr>
<td>3X</td>
<td>Aeration/Equalization Basin</td>
</tr>
<tr>
<td>4X</td>
<td>Membrane System</td>
</tr>
<tr>
<td>5X</td>
<td>UV Disinfection/Effluent Equalization</td>
</tr>
<tr>
<td>6X</td>
<td>Solids Handling</td>
</tr>
<tr>
<td>7X</td>
<td>Ancillary Systems</td>
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<tr>
<td></td>
<td>Gallery (mechanical equipment)</td>
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<tr>
<td></td>
<td>Chemical System</td>
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<td>Odor Control</td>
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<tr>
<td></td>
<td>Standby Generator</td>
</tr>
<tr>
<td>8X</td>
<td>Non-Process Facilities</td>
</tr>
<tr>
<td></td>
<td>Administration Building</td>
</tr>
<tr>
<td></td>
<td>Maintenance Building</td>
</tr>
<tr>
<td></td>
<td>Electrical Building</td>
</tr>
<tr>
<td></td>
<td>Landscaping</td>
</tr>
<tr>
<td></td>
<td>Public Areas</td>
</tr>
</tbody>
</table>

**Facility Area 0X – General**
General information for the overall project such vicinity and location maps, design data/schematics, existing site/utilities, and explanation for symbols and abbreviations. Area includes:
1. Design Criteria.
3. Hydraulic Profile.
4. Notes, Schedules, and Abbreviations.
5. Building Analysis.
**Facility Area 1X – Yard Site Systems**

Plans depicting new structure footprints, locations, and orientation onsite/offsite.

1. Existing Facility Demolition.
2. Site Preparation.
3. Anticipated ground improvements such as stone columns.
4. Off-site Yard Utilities:
   a. Influent Diversion Structure from collection system and piping to site.
   b. Piping to effluent outfall connection.
5. Electrical site service.
6. Paving and Grading.
7. On site Stormwater System.
8. Routing of general process piping.
9. Routing of Small Diameter Piping Utilities (during final design):
   a. Potable Water.
   b. Non-Potable Water (potable with air gap).
   c. Plant Water (low pressure).
   d. Plant Water (high pressure).
   e. Natural Gas.
   f. Service/Instrument Air.
   g. Plant Building/Process Drains.
   h. Fire Flow Water.
10. Routing of Other Utilities (during final design):
    a. Electrical distribution system.
    b. Communication Devices.
    c. Site Lighting.
    d. Site Security.
    e. Telephone/Fiber Optic System.

**Facility Area 2X – Preliminary Treatment**

Plans depicting specific preliminary treatment components:

1. First-stage coarse screening.
2. Screenings washer/compactor.
3. Influent pump station.
4. Influent flow measurement and sampling.
5. Grit removal system and grit handling.
6. Flow splitting to flow equalization basin.
7. Second-stage fine screening.
**Facility Area 3X – Aeration/Equalization Basins**

Plans depicting specific secondary components:

1. Flow distribution structure.
2. 2-below grade aeration basins (4 stages) in MLE configuration (2 anoxic zones, 2 aerobic zones).
3. 1-below grade flow equalization basin with provisions to convert to aeration basin in the future.
4. Associated mechanical equipment.
5. Fine bubble diffusers in each aerobic zone.
6. Flow equalization pump system.
7. Scum handling (spray and removal), flushing systems, etc.

**Facility Area 4X – Membrane System**

Initial design will be capable of accommodating footprint needs of proven manufacturers to assist in early procurement. Final design will be based on specific requirements of selected manufacturer. General components include:

1. 5–MBR trains/tanks.
2. Membrane cassettes and ancillary instrumentation.

**Facility Area 5X – UV Disinfection/Effluent Equalization**

Initial design for UV Disinfection and effluent system will be capable of accommodating footprint needs of proven manufacturers to assist in early procurement. Final design will be based on specific requirements of selected manufacturer. General components include:

1. 3-trains of ultraviolet (UV) disinfection reactor units, cleaning system, power distribution, and control.
2. Flow measurement per train.

**Facility Area 6X – Solids Handling**

Solids handling will produce Class B solids for components include:

1. Aerated WAS storage tank.
2. Dewatering systems and equipment.
3. Lime stabilization facilities.
4. Footprint/electrical provisions for a future thermal drying system.
5. Truck loadout facilities.

**Facility Area 7X – Ancillary Systems**

Ancillary facility areas support the main process units. Specific components include:

1. Mechanical Gallery below-grade.
   a. Aeration basin blowers.
   b. Membrane blowers.
   c. Membrane feed pumps (mixed liquor pump station).
d. Membrane permeate pumps and flow measurement per train.

e. Plant water pump system.

2. Chemical Systems:
   a. Sodium hydroxide (NaOH) feed for alkalinity content.
   b. Sodium hypochlorite (NaOCl) feed for membrane cleaning and potentially to support odor control and/or introduction of chlorine residual.
   c. Citric acid or phosphoric acid feed for membrane cleaning and potentially UV cleaning
   d. Lime feed for solids stabilization.

3. Odor Control System – odor scrubbing technology to treat foul air streams. Areas scrubbed are anticipated to include:
   a. Headworks.
   b. Aeration Basins.
   c. Pump wetwells/open channels.
   d. Solids handling area (to extent necessary)

4. Standby Generator – a single diesel unit capable of providing continuous operation for the entire facility in the event of a loss of utility power. The unit will be housed in the mechanical building and sound dampening devices will be employed to decrease the noise level while in operation.

Facility Area 8X – Non-Process Buildings

Process support buildings and areas highly visible/accessed by the public:

1. Administration Building meeting ADA standards to support plant control, meeting/training, break areas, restroom/lockers, building mechanical systems, office(s), and laboratory.

2. Maintenance Building for plant maintenance activities such as disassembling pumps, working on instrumentation, and in-house fabrication. The building will include a parking stall/loading dock.

3. Electrical Building for housing electrical equipment such as main switch gear, motor control centers, variable frequency drives, programmable logic controllers, and other control panels.
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3 | 00 G 03 | DRAWING INDEX II |
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5 | 00 G 05 | PROCESS FLOW DIAGRAM |
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9 | 00 G 09 | PIPING SYMBOLS AND GENERAL MECHANICAL NOTES |
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VOLUME 3
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March 2013

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Ultraviolet Intensity Meters
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Temperature Measurement - Temperature Gauge
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Control Systems - Programmable Logic Controllers Hardware
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Network Materials and Equipment
Process Cameras Closed Television
PLC Programming Software
Control Systems SCADA Software
Human Machine Interface Software
Control Panels
I/O List
Testing, Calibration, and Commissioning

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EXHIBIT B – SCOPE OF SERVICES

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY DESIGN PHASE

BACKGROUND

The City of Oak Harbor (City) has completed a Draft Facilities Plan (Plan) that recommends constructing a new wastewater treatment plant (WWTP), marine outfall, and associated collection system improvements by 2017. The Plan identifies the “Windjammer Vicinity” as the proposed site for a new membrane bioreactor (MBR) treatment facility that is expandable to treat projected Year 2060 flows (6 mgd, maximum month basis). The Windjammer Vicinity site is approximately 50 acres in size. The actual footprint needed for the MBR treatment facility is between three and four acres. This phase of the work includes: development of preliminary engineering documents for Value Engineering (VE); additional engineering and public process support to select the final location within the Windjammer Vicinity site; development of procurement documents to select key process equipment (membranes and ultraviolet [UV] disinfection equipment); development of WWTP preliminary design to approximately 30 percent detail; assisting with selecting the preferred delivery method to complete WWTP construction; and development of Final Construction Documents, permits and bid period services for a replacement marine outfall into Oak Harbor.

This Scope of Services is authorized as an amendment to an existing contract between the City and Carollo Engineers, Inc. (Carollo). Subsequent phases are anticipated to include:

- Preparation of Final Construction Documents and Permitting for the WWTP (with participation from the City’s General Contractor/Construction Manager [GC/CM] if this delivery method is selected).
- Bid Period Services (or assistance with negotiating a Maximum Allowable Construction Cost (MACC), if GC/CM delivery is selected to complete the WWTP.
- Construction Support Services for the WWTP and Outfall Projects.
- Preparation of Operation and Maintenance (O&M) Manuals.
- Start-up, Training, and Facility Commissioning.

Project Objectives

The objectives of the Project are to:

- Complete VE to identify potential cost saving and value-added measures. Prior to selecting the final location for the WWTP.
- Assist the City in identifying the final location for the City’s WWTP within the Windjammer Vicinity.
- Procure major treatment process equipment (membranes, UV) as a basis for final design of the new WWTP, using competitive bidding. NOTE: Contracts for pre-procured equipment will be assigned to the construction contractor.
- Prepare preliminary design information to approximately 30 percent level to be used as a basis for construction delivery analysis.

March 5, 2013
• Assist the City in selecting the preferred method for construction delivery.

Project Team
Carollo will serve as the Prime Consultant for the Project, and will be responsible for overall Project management and delivery. In completing the work defined by this Scope of Services, Carollo is authorized to use the following Subconsultants:

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<th>Subconsultant</th>
<th>Role</th>
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<td>Envirolissues (EI)</td>
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<td>Michael Willis Architects (MWA)</td>
<td>Architectural Design Services</td>
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<td>Bruce Dees &amp; Associates (BDA)</td>
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<td>Webster Environmental (WE)</td>
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<td>Cosmopolitan Engineering Group (CEG)</td>
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<tr>
<td>Harmsen Associates, Inc. (HAI)</td>
<td>Topographical Surveying</td>
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Related Documents

The following documents provide background information for this project:

• Wastewater Treatment Plant Site Evaluation, City of Oak Harbor, October 2007.
• City of Oak Harbor Comprehensive Sewer Plan, TetraTech/KCM, December 2008.
• City of Oak Harbor Draft Facilities Plan, Carollo, March 2013.

SCOPE OF SERVICES

Carollo (Consultant) will provide engineering and other services for the City of Oak Harbor Wastewater Treatment Plant Preliminary Design Phase (Project), as defined by this Scope of Services. Work products submitted electronically will be produced using software as defined below:

• Word Processing  Microsoft Word
• Spreadsheets     Microsoft Excel
• Scheduling       Microsoft Project
• Drawings         Bentley MicroStation and Portable Document Format (PDF)

This Scope of Services is divided into the following tasks:

Task 100  Project Management
Task 200  Value Engineering Support
Task 300  Public Process Support
Task 400  WWTP Preliminary Design
Task 500  Project Delivery Analysis
Task 600  Outfall Design
Task 700  Management Reserve

March 5, 2013
PROJECT SCHEDULE

A preliminary schedule for the Project is attached (Attachment 1). The Schedule defines anticipated durations for major tasks, Project milestones, and major deliverable dates, assuming Notice to Proceed (NTP) in April 2013. Throughout this Scope of Services, anticipated delivery dates for major deliverables are established based on this preliminary schedule. The Consultant and City recognize that the preliminary schedule and corresponding delivery dates are subject to change, should NTP be issued after April 2013 and/or for other reasons. Schedule changes may be approved by the City without an amendment to this Scope of Services, provided both Consultant and City staff approve of the change. An amendment modifying the Project schedule and dates for major deliverables will be issued if required by either the City or Consultant.

TASK 100 – PROJECT MANAGEMENT

The objective of this task is to manage and coordinate engineering and related services required for Project completion. Consultant will provide the following services for Task 100:

Subtask 110 – Project Management Plan

Complete a draft Project Management Plan (PMP) including scope, work plan and products, work breakdown structure, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of Notice to Proceed (NTP). Finalize the PMP following the Startup Workshop and receipt of City comments. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.

Subtask 111 – Quality Management

Develop and follow a Quality Management Plan (QMP) for the Project to be included in the PMP. Review technical memos, documents, drawings, reports, and address review comments addressed prior to submission in accordance with the QMP. For major work products develop a Record of Comment (ROC) to document City comments and Consultant responses.

Subtask 110 Assumptions:

1. A Draft PMP will be reviewed at the Project Startup Meeting.
2. A Final PMP will be issued to incorporate City comments collected following the Project Startup Meeting.
3. The PMP will be updated once during the project.

Subtask 120 – Project Monitoring and Reporting

Manage the Project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City’s Project Manager with monthly invoices. Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work. Include a project S-curve developed using Earned Value Management (EVM) detailing anticipated progress, percent complete, and percent billed for each month.

March 5, 2013
Subtask 120 Assumptions:
1. Total Project duration for this phase is 12 months.

Subtask 130 – Project Management Meetings

Schedule and conduct Project Management Meetings throughout the project as directed by the City’s Project Manager. Meetings will be used to discuss project status, action items, and potential areas of concern. Publish meeting minutes with Action Items that require a response by team members, City staff, or other agencies identified at the meeting. A draft of the minutes will be submitted to the City within three (3) working days after the meeting. The final version will be submitted within five (5) working days after comments on the draft have been received from the City.

Subtask 130 Assumptions:
1. Up to six (6) Project Management Meetings will be held.
2. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City’s Project Manager.

Task 100 Deliverables:

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<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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<td>(6) Project Management Meeting Action Items Log</td>
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TASK 200 – VALUE ENGINEERING SUPPORT

Value Engineering (VE) is required to satisfy Federal funding requirements, and is considered good practice to identify ways to reduce cost and/or improve the overall value of the Project. The objective of this task is to assist the City in completing VE to confirm key planning and conceptual design assumptions and identify potential cost-saving or value-added measures. Consultant will develop conceptual level design information prior to VE, to focus objectives and improve the benefit of the VE process. Consultant will provide the following services for Task 200:

Subtask 210 – Conceptual Design Development

Develop conceptual level detail (approximately 15 percent) for the proposed alternative as defined by the 2013 Draft Facilities Plan. A Project Elements List is attached (Attachment 2). The conceptual design package is anticipated to include the following: updated hydraulic profile; major plans and sections for each facility listed in Attachment 2; major equipment cut sheets and equipment/electrical load lists; process control philosophies and control diagrams for major systems; overall control system block diagram; electrical single line drawings; and an updated cost estimate. Consolidate information into a conceptual level design package. Meet with City staff to review and confirm information.
Subtask 210 Assumptions:
1. Conceptual level design information will be developed based on information provided in the Draft Facilities Plan, March 2013.
2. Consultant will use a facilitated design workshop approach to streamline conceptual level of design development.
3. The conceptual level design package will consist of a brief summary, drawing package (approximately 30 drawings), and narrative process control philosophies for major systems (approximately 10 control philosophies).
4. Consultant will present conceptual level design information to City staff at a full-day meeting, conducted at City of Oak Harbor facilities.
5. The conceptual level design package will serve as the basis for VE.

Subtask 220 – WWTP Site Visits

Site visits to nearby facilities will help to address questions from City staff related to equipment selection, performance, O&M concerns, and level of technical support. Schedule and conduct up to three (3) independent site visits to nearby facilities. Participate in site tours, facilitate Q&A, and complete brief trip reports summarizing results and recommendations collected as a result of the site tours. Incorporate recommendations into conceptual design information prepared under Subtask 210.

Subtask 220 Assumptions:
1. Site visits will be completed in the Pacific Northwest as close to Oak Harbor as possible. Costs for mileage and per diem for City and Consultant staff are included. Airline travel is not anticipated.
2. Site visits will be conducted in a single day. If coupling site visits requires an overnight staff, lodging for Consultant and City staff will be billed at-cost.
3. Two (2) members of consultant staff will participate in site visits.

Subtask 230 – VE Support

Develop a presentation and present basis of planning and conceptual design information to the VE team. Meet with the VE team at the onset of the VE workshop to review and present information. Meet with the VE team at the close of the VE workshop to receive comments and ideas. Review VE team recommendations with City and develop a narrative response accepting ideas or describing why ideas are not recommended. Meet with City staff to review responses. Consolidate comments and develop a brief memorandum and presentation to City Council summarizing the results of the VE effort.

Subtask 230 Assumptions:
1. City will contract directly with a Certified Value Engineering Specialist to conduct the VE workshop.
2. Consultant level of effort includes preparation for and participation in two (2) full day meetings associated with the VE workshop, and one (1) 4-hour meeting with the City to review VE results.
3. Two (2) members of Consultant staff will participate in the VE workshop and City review meeting.
4. VE workshop will be held at or near City of Oak Harbor facilities.
5. Effort for City Council presentation is included in Task 300.

**Task 200 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Conceptual Design Package</td>
<td>210</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(3) Site Visit Trip Reports</td>
<td>220</td>
<td>As Required</td>
</tr>
<tr>
<td>(1) Materials for Staff Meeting</td>
<td>230</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(1) VE Response Report to Council</td>
<td>230</td>
<td>Per Schedule</td>
</tr>
</tbody>
</table>

**TASK 300 — PUBLIC PROCESS SUPPORT**

The objectives of this task include: 1) support the City in selecting the final location for the WWTP within the Windjammer Vicinity; and 2) support successful project implementation by proactively identifying and addressing public and stakeholder concerns related to the Project. As defined below, the City will lead public process activities for the Project, with significant support from the Consultant. Consultant will provide the following services for Task 300:

**Subtask 310 – Public Process Planning**

Participate in one (1) meeting with the City to develop a project-specific public/stakeholder involvement plan (PIP) that identifies the following:

- Target audiences and issues.
- Anticipated schedule of activities.
- Interrelationships and responsibilities.
- Public involvement tools for each phase of the project.

Prepare a Draft PIP, review with the City, make revisions, and produce a final PIP. Participate in coordinating phone calls with City staff to provide strategic advice on public involvement and communications issues as they arise throughout the Project.

Throughout the Project, develop and maintain a contact list of stakeholders and interested parties. Maintain a log of public comments received outside of the public meetings (via the website, emails to project team staff, phone calls, etc.), and responses to public inquiries as requested by the City.

**Subtask 310 Assumptions:**

None.

**Subtask 320 – Establish Policy Framework**

Assist the City in planning and conducting a up to four (4) meetings with City officials to establish the policy framework for selecting the final location for the WWTP within the
Windjammer Vicinity site. Assist City staff in preparing advance plans that identify: information needed; options to be considered; and impacts associated with each option. Assist City staff in summarizing policy-level decisions into a briefing document that can be shared with the public and potentially affected property owners prior to selecting the final WWTP location.

**Subtask 320 Assumptions:**

1. All meetings and planning sessions for Subtask 320 will be held at City of Oak Harbor facilities.
2. The City will contract directly with others to provide specialized advice related to property acquisition, urban planning, commercial real estate, and cultural resources.
3. Consultant Project Manager will attend all Subtask 320 meetings.

**Subtask 330 – Charrette Workshops**

Assist the City in planning and conducting a charrette workshop to collect additional community input and assist with selecting the final WWTP location within the Windjammer Vicinity site. Meet with City staff to develop charrette objectives, constraints, and other information reflecting policy decisions developed in Subtask 320. With City input, prepare conceptual layout options for up to three (3) different locations within the Windjammer Vicinity site as a starting point for the charrettes. Assist charrette team in revising layout options during the workshop, and/or in developing new layout options that are consistent with City policy. Coordinate with City’s independent charrette facilitator to develop a final, recommended location based on charrette input. Summarize cost and non-cost/policy issues and present recommended final layout to City Council for direction.

**Subtask 330 Assumptions:**

1. All charrette workshops for Subtask 330 will be held at City of Oak Harbor facilities.
2. Consultant Project Manager, Design Manager, and Architect Lead will attend and participate in charrette workshops.
3. City will contract directly with a charrette facilitator to plan, facilitate, and document the charrette process.
4. The City will contract directly with others to provide specialized advice and expertise that may be useful during the charrette process, including services related to property acquisition, urban planning, commercial real estate, and cultural resources. **NOTE:** Effort to negotiate land acquisition and to confirm the presence of cultural resources as a condition of land acquisition is not included in Consultant’s Scope of Services.
5. Effort for presenting charrette information to the Public and City Council is included in Subtasks 340 and 360.

**Subtask 340 – Public Meetings/City Council Workshops**

Assist in planning for and delivering joint Public Meetings/City Council Workshops, defined below. Participate in up one (1) preparation session for each meeting. Coordinate with City staff to direct Public Meetings/Workshops and produce one (1) draft and one (1) final summary (minutes). For each meeting: assist City to arrange for suitable meeting locations; prepare meeting plans; produce presentation materials; develop sign-in sheets and public comment.
forms; develop draft and final agendas; and develop draft and final meeting announcements/save the date notices.

<table>
<thead>
<tr>
<th>Public Meeting/Council Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1 – Public Meeting No. 1</td>
<td>Update Status of Navy Coordination</td>
</tr>
<tr>
<td>(Input on Siting Policy)</td>
<td>Obtain Input to Set Policy for Final WWTP Location</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
<tr>
<td>P2 – Public Meeting No. 2</td>
<td>Communicate Results of Value Engineering</td>
</tr>
<tr>
<td>(Input on Final Location)</td>
<td>Communicate Results of Charrette Process</td>
</tr>
<tr>
<td></td>
<td>Update Status of Navy Coordination</td>
</tr>
<tr>
<td></td>
<td>Obtain Input to Determine Final WWTP Location</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
<tr>
<td>P3 – Public Meeting No. 3</td>
<td>Communicate Final WWTP Location</td>
</tr>
<tr>
<td>(Input on Design Features)</td>
<td>Update Status of Navy Coordination</td>
</tr>
<tr>
<td></td>
<td>Obtain Input to Assist in Architectural Themes</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
<tr>
<td>P4 – Public meeting No. 4</td>
<td>Present Preliminary Design</td>
</tr>
<tr>
<td>(Final Plan, Next Steps)</td>
<td>Communicate Decision RE: Navy Participation</td>
</tr>
<tr>
<td></td>
<td>Update Project Phasing/Cost Information</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
</tbody>
</table>

Subtask 340 Assumptions:

1. Public Meetings will be held in conjunction with City Council Workshops to enhance efficiency for sharing information.
2. The City will arrange and pay for meeting locations and facilities.
3. The City will publish announcements in the local paper and include notices of meetings on their website.
4. The City will pay for all costs related to meeting notifications, including printing and postage.

Subtask 350 – Working Groups

Working Group Meetings will be used to inform design decisions related to project features, architecture, public spaces, landscaping, etc. Assist City in planning for and conducting four (4) Working Group Meetings during the preliminary design process. Coordinate with City staff to prepare information necessary to communicate design layouts, opportunities and obtain input. Document input and issue meeting minutes with decisions to City.

Subtask 350 Assumptions:

1. Working Group Meetings will be held at City of Oak Harbor facilities
2. City staff will select community participants, schedule meetings, and communicate with participants as needed to maximize participation.

March 5, 2013
3. Working Group Meetings will be attended by approximately five (5) members of the community, in addition to Consultant and City staff.

4. Consultant Design Manager and Lead Architect will attend Working Group Meetings.

**Subtask 360 – Council/Committee Meeting Participation**

Assist the City in planning and conducting Council/Committee Meetings, defined below. Prepare meeting objectives, agendas, roles and responsibilities, and presentation materials in advance of the meetings. Participate in up to one (1) preparation session for each meeting.

<table>
<thead>
<tr>
<th>Council/Committee Meeting</th>
<th>Objectives</th>
</tr>
</thead>
</table>
| C1 – Council Committee Meeting No. 1 | Communicate Project Schedule and Approach  
Establish Policy Need for Final WWTP Location  
Review Status of Navy Discussions |
| C2 – Council Committee Meeting No. 2 | Discuss Policy for Final WWTP Location  
Review Status of Navy Discussions  
Communicate Plan for P1 |
| C3 – Council Meeting No. 1 | Establish Policy for Final WWTP Location  
Confirm Navy Participation (in or out) |
| C4 – Council Committee Meeting No. 3 | Report Results of VE Process |
| C5 – Council Committee Meeting No. 4 | Report Results of Charrette Process  
Communicate Plan for P2 |
| C6 – Council Meeting No. 2 | Accept Final VE Recommendations  
Select Final WWTP Location |
| C7 – Council Committee Meeting No. 5 | Update Project Status  
Communicate Plan for P3 |
| C8 – Council Committee Meeting No. 6 | Summarize Project Delivery Options  
Communicate Plan for P4 |
| C9 – Council Meeting No. 3 | Select Project Delivery Option |

**Subtask 360 Assumptions:**

1. Council/Committee Meetings will be held at City of Oak Harbor facilities.

2. The City will coordinate announcements for meetings and deliver meeting materials to attendees.

3. Consultant Project Manager will attend City Council Committee Meetings/City Council Meetings, and assist City staff in presenting technical information.

**Subtask 370 – Public/Stakeholder Involvement Product Development**

In consultation with City staff, develop a project website and periodically update the website content. Other options for products and activities, subject to Oak Harbor authorization and decisions from the PIP include:

March 5, 2013
- Project brochures/mailers.
- In consultation with City staff, the Consultant may produce a segment for the City of Oak Harbor public access channel. As directed, Consultant will prepare a script and be involved in organizing productions that are filmed and produced by the City.
- Consultant will assist with strategy and development of presentations for local community groups made by City staff.

Task 370 Assumptions:
1. All written or web materials and communications products will be reviewed and approved by City staff/consultants.
2. City will print and send materials to the public.
3. Costs for production of materials and Public Access TV productions are paid by the City outside of this contract.

Task 300 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Updated PIP</td>
<td>310</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(1) Information for Charrette Workshops</td>
<td>330</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(4) Public Meeting/Council Workshop Materials</td>
<td>340</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(4) Working Group Meeting Materials and Minutes</td>
<td>350</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(9) Presentations for Council/Committee Meetings</td>
<td>360</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(1) Project Website</td>
<td>370</td>
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</tr>
<tr>
<td>(12) Updates to Project Website</td>
<td>370</td>
<td>As Needed</td>
</tr>
<tr>
<td>(6) Project Brochure/Public Information Materials</td>
<td>370</td>
<td>As Needed</td>
</tr>
<tr>
<td>(1) Public Access TV Production Plan</td>
<td>370</td>
<td>As Needed</td>
</tr>
</tbody>
</table>

TASK 400 – WWTP PRELIMINARY DESIGN

The objective of this task is to complete a Preliminary Design of the recommended WWTP (as defined in the Facilities Plan and by Tasks 200 and 300) to approximately 30 percent level of completion. The Preliminary Design will consist of a Preliminary Design Document, Preliminary Design Drawings, and Preliminary Design Specifications. The expected project elements list for the WWTP is included as Attachment 2.

Preliminary Design documents will be submitted in electronic (PDF) and hard copy format for City review. Five (5) hard copies of will be provided to the City. City review comments will be documented using the Record of Comment (ROC) log. City comments, modifications, and revisions to the Preliminary Design documents will be incorporated during subsequent development of Final Design documents.
Subtask 410 - Preliminary Design Document

Prepare and submit for City review a Preliminary Design Document (PDD) to include the following elements:

- Process equipment information and data sheets for major pieces of new equipment (updated from Task 200).
- Preliminary equipment and electrical load list for major pieces of new equipment (updated from Task 200).
- Process Flow Diagrams (PFDs) and narrative control strategies for major processes (updated from Task 200).
- HVAC and odor control requirements (updated from Task 200).
- Three dimensional (3D) renderings of selected Phase 1 processes areas and buildings.
- Building code classification table.
- Architectural basis of design and renderings.
- Project construction and sequencing schedule.
- Final Geotechnical Report.
- Updated opinion of Project Cost.
- Decision log.

Subtask 410 Assumptions:

None.

Subtask 420 - Preliminary Design Drawings

Complete additional site survey as needed and prepare Preliminary Design drawings, including site plans, schematics, facility layout and equipment drawings, and major architectural, structural, mechanical, HVAC, odor control, electrical, instrumentation and control drawings, P&IDs for major processes. Develop a 3D model of selected process areas to assist in staff review of these facilities. The expected sheet list for the Preliminary Design Drawings is included as Attachment 3.

Subtask 420 Assumptions:

1. The 30 percent submittal will include approximately 120 to 180 drawings.

Subtask 430 - Preliminary Design Specifications

Prepare Preliminary Design Specifications using Consultant's Master Specifications. Identify potential material and equipment requiring procurement outside of the general construction contract. The list of specifications expected to be submitted with Preliminary Design is included as Attachment 4.

Subtask 430 Assumptions:

1. The 30 percent submittal will include draft specifications for major equipment and control strategies for major systems.
Subtask 440 – Procurement Documents

The objective of this task is to assist the City in selecting manufacturers for membrane and UV process equipment using a competitive bidding process. Preliminary design information prepared under Task 400 will be developed to 30 percent level around the selected equipment manufacturers based on the specific details of the selected UV equipment manufacturer.

Prepare competitive bid documents for membrane and UV equipment procurement, including: preliminary layout drawings for each manufacturer; general ancillary facility requirements; and required technical specifications. Coordinate with City staff to include terms, conditions, and contract times (submittal dates and delivery dates) into procurement documents. Meet with City staff to review draft bid documents, incorporate comments, and issue final bid documents.

Assist the City during the equipment bidding period by answering questions from the UV equipment manufacturers and preparing addenda. Attend the pre-bid conference. Assist the County in evaluating all bids and in selecting equipment manufacturers.

Subtask 440 Assumptions:

1. Bid documents will be prepared and bids solicited for up to two (2) UV equipment manufacturers and up to two (2) membrane equipment manufacturers.
2. Contracts for low bidders will include assistance with design phase. Contracts for production and delivery of process equipment will be assigned to a General Contractor during subsequent phases of work.
3. Consultant standard procurement documents will be used for technical and front-end documents.
4. One (1) addendum will be prepared during the equipment bid period for each manufacturer, two (2) total addenda.
5. The city will cover reproduction costs for bid sets as required.

Subtask 450 – Technical Team Meetings

Technical Team Meetings will be held during preliminary design to collect information from City staff, enhance communication with the design team, and to present 30 percent design concepts. Plan for and conduct three (3) Technical Team Meetings during the preliminary design process. Prepare information necessary to communicate with City staff and obtain input. Document input and issue meeting minutes with decisions to City.

Subtask 450 Assumptions:

1. Technical Team Meetings will be held at City of Oak Harbor facilities
2. Technical Team Meetings will be approximately four (4) hours in duration.
3. Approximately three (3) members of Consultant design team will attend each meeting, including Design Manager and other necessary staff/discipline engineers.
4. Meeting materials and minutes will be distributed electronically.
Task 400 Deliverables

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5) Preliminary Design Document</td>
<td>410</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(5) Preliminary Design Drawing Sets</td>
<td>420</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(5) Preliminary Design Specifications</td>
<td>430</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(5) Draft and Final Procurement Documents</td>
<td>440</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(3) Technical Team Meeting Materials and Notes</td>
<td>450</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(1) Preliminary Design ROC</td>
<td>410-440</td>
<td>Per Schedule</td>
</tr>
</tbody>
</table>

**TASK 500 – PROJECT DELIVERY ANALYSIS**

The objective of this task is to select the preferred method for delivering the WWTP final design and construction. Consultant will provide the following services under Task 500:

Develop and evaluate potential delivery alternatives for the project, including: 1) conventional design-bid-build (DBB), 2) design-build (DB); and 3) General Contractor/Construction Manager (GC/CM). Prepare a qualitative list of advantages and disadvantages associated with each delivery option. The list is anticipated to include factors such as quality, cost, schedule, and risk mitigation.

Prepare a brief Project Memorandum (PM) summarizing results of delivery analysis. Review PM with City staff and present findings and recommendations to City officials for direction.

**Task 500 Assumptions:**

1. City will hire third-party advisor(s) to assist in evaluating project delivery options.
2. Consultant support of City’s application to use alternate delivery will be included in a subsequent phase of services, if needed.
3. Consultant Project Manager and Design Manager will attend one (1) Technical Team Meeting to review delivery options with City and City’s third-party advisor(s).

**Task 500 Deliverables:**

1. Project Delivery Alternatives PM (Draft and Final).

**TASK 600 – OUTFALL DESIGN**

The objective of this task is to provide preliminary and final design services, and bid-period assistance for the City’s new marine outfall into Oak Harbor. The marine outfall will be constructed to replace the City’s existing failed Oak Harbor outfall, in a similar location and alignment occupied by the existing outfall.
Subtask 610 – Preliminary Design Documents

Develop preliminary design documents to a level of detail required to achieve final permit approval (Shoreline Permit, JARPA, HPA, and BA) for the new/replacement outfall. Complete survey and geotechnical work to support outfall final design. Confirm required mixing is achieved for final diffuser design detail. Prepare final design criteria for mixing, wind/wave and current data, buoyancy/thrust/anchoring details, and other pertinent information needed for the outfall design. Develop 30 percent level drawings showing connection details and plan/profile views of the outfall and diffuser. Evaluate construction options and develop an engineer's estimate of probable construction cost. Attend and participate in a Technical Team Meeting to review 30 percent design. Document City comments using ROC process and incorporate comments into subsequent submittals.

Subtask 610 Assumptions:

1. The 30 percent review meeting will be held at City of Oak Harbor facilities.
2. Consultant Design Manager and required engineering staff will attend 30 percent review meeting.
3. 30 percent design submittal will include three (3) hard copies of drawings and technical specifications in CSI format, and one electronic (PDF) copy on CD.

Subtask 620 – Outfall Permitting Support

Coordinate between Consultant team members to secure permits associated with the outfall, including Shoreline Permit, JARPA, HPA, and BA. Prepare necessary figures and details to support permitting requirements.

Subtask 620 Assumptions:

1. Consultant level of effort includes two (2) meetings with regulatory agencies to review information and address questions and/or comments.
2. Consultant will provide 30 percent design information as required to facilitate final permitting.

Subtask 630 – Final Design Documents

Develop final design documents (plans and technical specifications) for bidding and construction of the new/replacement outfall. Submit a progress submittal at approximately 60 percent completion. Review progress submittal with City staff, document and incorporate comments using the ROC process. Update engineer’s opinion of cost at 60 percent.

Complete final design documents (ready to bid) incorporating comments from regulatory agencies and City staff. Prepare an engineer’s option of cost at final design.
**Subtask 630 Assumptions:**

1. The 60 percent review meeting will be held at City of Oak Harbor facilities.
2. Consultant Design Manager and required engineering staff will attend 60 percent review meeting.
3. 60 percent design submittal will include three (3) hard copies of drawings and technical specifications in CSI format, and one electronic (PDF) copy on CD.
4. City front-end documents will be used for final design submittal. Consultant will coordinate City front-end documents with consultant’s technical specifications.
5. Final design submittal will include ten (10) hard copies of drawings and technical specifications in CSI format, and one print ready electronic (PDF) copy on CD.

**Subtask 640 – Bid Period Services**

Attend and participate in pre-bid meeting at City of Oak Harbor facilities. Respond to questions and requests for information (RFI) during the bid period. Develop contract addenda as required. Review submitted bids upon opening for conformance with contract documents, and provide recommendations for award of the contract.

**Task 600 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3) 30 Percent Design Documents</td>
<td>610</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>Information in Support of Permitting</td>
<td>620</td>
<td>As Needed</td>
</tr>
<tr>
<td>(3) 60 Percent Design Documents</td>
<td>630</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(10) Final Design Documents</td>
<td>630</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(1) Contract Document Addendum</td>
<td>640</td>
<td>Per Schedule</td>
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<tr>
<td>(5) RFI Responses</td>
<td>640</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(1) Written Recommendation for Award</td>
<td>640</td>
<td>Per Schedule</td>
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</tbody>
</table>
EXHIBIT B - SCOPE OF SERVICES
AMENDMENT NO. 1 – June 8, 2011

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY ENGINEERING AND FACILITIES PLAN

BACKGROUND

The City of Oak Harbor (City) currently operates two wastewater facilities: a Rotating Biological Contactor (RBC) plant located near Windjammer Park; and a lagoon plant located on Naval Air Station (NAS) Whidbey Island. The two current facilities serve a population of approximately 23,000 of which approximately 4,000 are housed at the NAS. It is anticipated that future demands will approach the permit limits in approximately 2017 as described in greater detail in the City’s Comprehensive Sewer Plan. The City anticipates the need to have a new treatment facility in operation by 2017. The City intends to construct new wastewater treatment facilities to meet initial demands (3 million gallons per day [mgd]), with expansion capacity to meet long-term demand projections (6 mgd). Recognizing that the City of 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 of fund improvements. A primary goal of the City is the continued protection of the water quality of the waters in and around Oak Harbor to meet the goals outlined in the Puget Sound Action Plan developed by Puget Sound Partnership for the cleanup and protection of Puget Sound.

This phase of the work includes development of preliminary engineering and a Facilities Plan. Subsequent phases, though not specifically authorized by this contract, may include the following:

- Final Design and Permitting
- Preparation of Construction Documents
- Bid Period Services
- Construction Support Services
- Preparation of Operation and Maintenance Manuals
- Start-up, Training, and Facility Commissioning

Project Objectives

The objectives of the Project are to:

1. Prepare Technical Memoranda (TM) evaluating wastewater treatment process, siting, and discharge options;
2. Identify a proposed alternative for wastewater facilities;
3. Prepare preliminary design information and an approved Facilities Plan in compliance with WAC 173-240-060 and 40 CFR 35.917-1;
4. Prepare the required supporting Environmental Documents; and
5. Provide support for public, agency, and stakeholder involvement.
Project Team

Carollo Engineers, P.C. (Carollo) will serve as the Prime Consultant for the Project, and will be responsible for overall Project management and delivery. In completing the work defined by this Scope of Services, Carollo is authorized to use the following Subconsultants:

<table>
<thead>
<tr>
<th>Subconsultant</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHC Consultants</td>
<td>Conveyance System Alternatives Analysis</td>
</tr>
<tr>
<td></td>
<td>Satellite MBR Alternatives Analysis</td>
</tr>
<tr>
<td></td>
<td>Feasibility of Connecting Non-Sewered Residents</td>
</tr>
<tr>
<td></td>
<td>Regional Biosolids Alternative Feasibility</td>
</tr>
<tr>
<td>ESA Adolfsen</td>
<td>Environmental Support and Documentation</td>
</tr>
<tr>
<td>Triangle Associates</td>
<td>Public Process Support</td>
</tr>
<tr>
<td>EnviroIssues</td>
<td>Public Meeting Facilitation</td>
</tr>
<tr>
<td>Michael Willis Architects</td>
<td>Architectural Services</td>
</tr>
<tr>
<td>GeoEngineers</td>
<td>Geotechnical Services</td>
</tr>
<tr>
<td>Katy Isaksen &amp; Associates</td>
<td>Financial Analysis for Proposed Alternative</td>
</tr>
<tr>
<td>Bruce Dees &amp; Associates</td>
<td>Landscape Architectural Services</td>
</tr>
<tr>
<td>Cosmopolitan Engineering Group</td>
<td>Outfall Analysis and Alternatives</td>
</tr>
<tr>
<td>Certified Land Services</td>
<td>Property Acquisition Support Services</td>
</tr>
<tr>
<td>Paragon Research Associates</td>
<td>Cultural Resources Assessment Services</td>
</tr>
</tbody>
</table>

Related Documents

The following documents provide background information for this project:

- Wastewater Treatment Plant Site Evaluation, City of Oak Harbor, October 2007.

SCOPE OF SERVICES

Carollo (Consultant) will provide engineering and other services for the City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan Project (Project), as defined by this Scope of Services. Work products submitted electronically will be produced using software as defined below:

- Word Processing: Microsoft Word
- Spreadsheets: Microsoft Excel
- Scheduling: Microsoft Project
- Drawings: Bentley MicroStation and Portable Document Format (PDF)

This Scope of Services is divided into the following tasks:

Task 100 Project Management
Task 200 Preliminary Alternatives Development and Screening
Task 300 Final Alternatives Development and Screening
Task 400 Outfall Evaluation
Task 500 Reuse Opportunities
Task 600 Facilities Plan
Task 700 Environmental Review and Documentation
Task 800 Public Process Support
Task 900 Management Reserve
PROJECT SCHEDULE

A preliminary schedule for the Project is attached (Attachment 1). The Schedule defines anticipated durations for major tasks, Project milestones, and major deliverable dates, assuming Notice to Proceed (NTP) in August 2010. Throughout this Scope of Services, anticipated delivery dates for major deliverables are established based on this preliminary schedule. The Consultant and City recognize that the preliminary schedule and corresponding delivery dates are subject to change, should NTP be issued after August 2010 and/or for other reasons. Schedule changes may be approved by the City without an amendment to this Scope of Services, provided both Consultant and City staff approve of the change. An amendment modifying the Project schedule and dates for major deliverables will be issued if required by either the City or Consultant.

TASK 100 – PROJECT MANAGEMENT

The objective of this task is to manage and coordinate engineering and related services required for project completion. Except as noted under assumptions, Consultant will provide the following services for Task 100:

Subtask 110 – Project Management Plan

Complete a draft Project Management Plan (PMP) including scope, work plan and products, work breakdown structure, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of Notice to Proceed (NTP). Finalize the PMP following the Startup Workshop and receipt of City comments. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.

Subtask 111 – Quality Management

Develop and follow a Quality Management Plan (QMP) for the project to be included in the PMP. Review technical memos, documents, drawings, reports, etc. and address review comments addressed prior to submission in accordance with the QMP. For major work products (TM and Facilities Plan) develop a Record of Comment (ROC) to document City comments and Consultant responses.

Subtask 110 Assumptions:

1. A Draft PMP will be reviewed at the Project Startup Meeting.
2. A Final PMP will be issued to incorporate City comments collected following the Project Startup Meeting.
3. The PMP will be updated once during the project.

Subtask 120 – Project Monitoring and Reporting

Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City’s Project Manager with monthly invoices. Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work. Include a project S-curve developed using Earned Value Management (EVM) detailing anticipated progress, percent complete and percent billed for each month.
**Subtask 120 Assumptions:**
1. Total project duration is 26 months.

**Subtask 130 – Project Management Meetings**

Schedule and conduct Project Management Meetings throughout the project as directed by the City’s Project Manager. Meetings will be used to discuss project status, action items, and potential areas of concern. Publish meeting minutes with action items that require a response by team members, City staff, or other agencies identified at the meeting. A draft of the minutes will be submitted to the City within three (3) working days after the meeting. The final version will be submitted within five (5) working days after comments on the draft have been received from the City.

**Subtask 130 Assumptions:**
1. Up to eight (8) Project Management Meetings will be held.
2. Project Management Meetings will be held via teleconference.
3. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City’s Project Manager.

**Subtask 140 – Project Team Website**

Develop and maintain a collaborative Web Site accessible through the Internet by all project team members. The Web Site will be maintained from NTP through final approval of the Facilities Plan. Essential project information will be logged, recorded, and made available through this Web Site during the project, including:

- Project team and contact information.
- Calendar of events.
- Document library including agendas, presentation materials, meeting minutes, submittals, and deliverables.
- Updated Action List providing assignments and status.
- Decision Log.

**Subtask 140 Assumptions:**
1. Project Team Website will only be accessible to members of the project team (i.e. City and Consultant staff). Consultant will develop and maintain a project website for external use under Task 800 – Public Process Support.

**Task 100 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
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<tbody>
<tr>
<td>PMP</td>
<td>110</td>
<td>September 2010</td>
</tr>
<tr>
<td>Monthly Invoices and Progress Reports</td>
<td>120</td>
<td>Monthly</td>
</tr>
<tr>
<td>Project Management Meeting Agendas</td>
<td>130</td>
<td>As Needed</td>
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<td>Project Management Meeting Action Items Log</td>
<td>130</td>
<td>As Needed</td>
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<td>Project Team Website</td>
<td>140</td>
<td>September 2010</td>
</tr>
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June 8, 2011
TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to develop a matrix of preliminary alternatives (treatment process options and candidate sites) and identify a short list of final alternatives to be evaluated and refined in subsequent phases of work. Except as noted under assumptions, Consultant will provide the following services for Task 200:

Subtask 210 – Basis of Design Documentation

Subtask 211 – Engineering Basis of Design
Review and comment on previous projections developed by the City, and confirm population, flow, and waste load data for the Oak Harbor service area. Establish flow peaking factors (maximum month, maximum day, and peak hour) based on City-provided data. Using these projections and available plant loading data, establish loading estimates and peaking factors for flow, organics (BOD), total suspended solids (TSS), phosphorus and nitrogen loading to the plant.

Evaluate the City's exiting National Pollutant Discharge Elimination System (NPDES) permit, potential future water quality requirements, and establish water quality objectives for conventional effluent parameters, nutrients, fecal coliform bacteria, temperature, and pH. Document basis of design (flows, loads, and effluent requirements) in TM1 – Basis of Design.

Subtask 212 – Decision Making Methodology
Treatment process options and candidate sites will be evaluated in a manner that is consistent with City policy objectives, and to meet basic technical, performance, and environmental requirements. Two (2) process options and up to nine (9) candidate sites will be placed into a matrix of preliminary alternatives. These preliminary alternatives will be screened using Triple Bottom Line Plus Technical (TBL+) methodology, considering financial, social, environmental, and technical criteria and objectives developed by the City and project team. A short list of five (5) alternatives (5 sites with corresponding process options) will be refined for subsequent TBL+ evaluation. A final list of alternatives (3 sites with corresponding process options) will be further refined and used to select the proposed alternative.

Coordinate with City staff to develop a list of basic policy, technical, performance, and environmental requirements that will be used to create the matrix of preliminary alternatives (Wastewater Treatment Plant [WWTP] process options and sites). Develop a list of TBL+ criteria and objectives to be used for preliminary and final alternatives evaluation. Document the basis for decision making in TM2 – Decision Making Methodology.

Subtask 210 Assumptions:
1. Population, flow, and loading data for the Oak Harbor service area will be based on the December 2008 Comprehensive Sewer Plan.
2. Meetings with regulatory stakeholders and City input will be used to establish potential future NPDES permit requirements. Negotiation of permit limits is not included in this Scope of Services.
3. A matrix of preliminary alternatives will be developed based on City policy and basic technical, performance, and environmental requirements.
4. Preliminary and final alternatives will be evaluated using the TBL+ approach.
Subtask 220 – Preliminary Alternatives Development

Subtask 221 – Centralized Treatment Process Evaluation
Develop and evaluate treatment process options to treat all flow from the City and NAS. Identify Washington Department of Ecology (Ecology) requirements for reliability and redundancy, and prepare conceptual design and cost information for processes being considered. Screen potential treatment process options using basic technical and performance requirements established by the project team, and identify up to two (2) process options to be included in the matrix of preliminary alternatives. For these options, develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs). Document the evaluation and recommended options in TM3 – Treatment Process Evaluation. The following facilities will be evaluated:

- **Preliminary/Primary Treatment.** Headworks (preliminary treatment) options, including influent pumping, screening grit removal, flow measurement, and influent sampling Primary treatment options, including clarification and sludge pumping facilities.

- **Secondary Treatment.** Secondary (biological) treatment process options, including up to four (4) processes capable of meeting identified performance requirements. It is anticipated that more detailed technical and cost information will be developed for up to two (2) process options: activated sludge (AS) and membrane bioreactors (MBR).

- **Disinfection.** Disinfection options, including chlorination/dechlorination (using bulk or on-site generation of hypochlorite) and ultraviolet (UV) disinfection.

- **Solids Handling.** Solids handling options, including a range of processes to achieve a Class B biosolids product on-site, as well as continued use of existing solids handling facilities on an interim or permanent basis. The feasibility of providing biosolids stabilization and/or disposal on a regional basis will be evaluated by the Consultant under a separate task.

- **Odor Control.** Identify potential odor impacts, foul air treatment requirements to meet these impacts, and establish the basis for odor control facilities. Prepare conceptual design information for odor control system components based on the treatment process options being considered.

- **Non-Process Facilities.** Evaluate space needs for plant administration, operation, maintenance, and laboratory facilities to support future treatment facilities through Architectural Programming. Develop a programming questionnaire to determine rough but conservative space needs for new non-process facilities. Interview City staff and prepare a brief Programming Narrative outlining preliminary space needs, laboratory requirements, maintenance functions and desired adjacencies to other plant space, and coordinate with process needs, landscaping, and zoning requirements. Integrate non-process facilities into diagrams, including structural footprints, roadways, and landscaping areas for up to two (2) alternative layouts. In addition to the plant non-process facilities, plan the space and accessibility needs for the potential to add education centers, tour group meeting areas, and interior and exterior public spaces to welcome and educate the public.
Subtask 222 – Satellite MBR Facility Evaluation
Develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs) for a satellite MBR facility treating up to 0.5 mgd of flow per Ecology requirements. Document the recommended option in TM3 – Treatment Process Evaluation.

Subtask 223 – Candidate Site Inventory
Develop a list of potential sites to locate a centralized WWTP and satellite MBR. Coordinate with City staff to identify potential sites for the recommended treatment options, considering factors such as: size (land area); location; ownership and real-estate considerations; conveyance system impacts; environmental impacts; land use restrictions; and adjacency to existing outfalls.

Screen potential sites based on City policy and using basic technical and environmental requirements, and establish a candidate site inventory to be included in the matrix of preliminary alternatives. Document the site development and screening process in TM4 – Preliminary Alternatives.

Subtask 220 Assumptions:
1. None.

Subtask 230 – Preliminary Alternatives Screening
Pair recommended process options with candidate sites to develop a matrix of preliminary alternatives. Refine conceptual site layouts based on candidate site requirements and evaluate collection/conveyance system impacts. Integrate the results of Subtask 410 – Preliminary Outfall Assessment and confirm outfall options. Update cost information to reflect preliminary alternative layouts and system-wide impacts.

Develop an initial assessment of potential social impacts, including noise, odor potential, visual aesthetics, construction impacts, and long-term operation impacts. Develop a TBL+ analysis for up to eight (9) preliminary alternatives (9 sites with corresponding process options). Screen preliminary alternatives to a short list of five (5) alternatives (5 sites with corresponding process options), and document results in TM4 – Preliminary Alternatives.

Subtask 231 – Environmental Review
Conduct a one day field investigation and perform an initial environmental assessment of candidate sites. Identify sensitive areas, fish and wildlife impacts, wetlands, streams and shoreline impacts, site soils and sediments, effluent water quality impacts, potential permitting requirements, and other pertinent information that will use used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives. Meet with City to finalize environmental documentation approach.

Subtask 232 – Preliminary Geotechnical Assessment
Conduct a one day field reconnaissance and perform an initial geotechnical assessment of the candidate sites. Base the assessment on available information, including geologic and other publicly available maps that document geotechnical conditions and geo-hazard considerations in the project vicinity.

Provide a TM summarizing the pertinent geotechnical issues that would impact site selection, design, and construction at the candidate sites, including: anticipated soil types and groundwater conditions; identified geo-hazards (seismic/ liquefaction, slope stability, etc.);
potential mitigation strategies; general foundation types including ground improvement techniques or other appropriate considerations; and preliminary construction considerations including shoring and dewatering based on the assumed site conditions. Information will be used to rate preliminary alternatives on their ability to meet the established TEL+ criteria and objectives.

Subtask 233 — Cultural Resources Review
Conduct background research to identify known cultural resources in the project vicinity using state records, historic maps, and other available information.

Subtask 234 — Zoning/Land Use Review
Identify ownership, confirm code requirements and land use restrictions, and establish a preliminary estimate of property values that will be used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives.

Subtask 230 Assumptions:
1. Subtask 232 assumes that the City of Oak Harbor will provide available geotechnical information/reports from site and vicinity. Up to five potential sites will be evaluated (based on right-of-entry considerations). No geotechnical explorations will be conducted during this phase.
2. Subtask 233 assumes that up to nine potential sites will be evaluated (based on right-of-entry considerations). No subsurface explorations will be conducted during this phase.

Subtask 240 — Evaluation of the Feasibility of Connecting Non-Sewered Residents

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

Those parcels outside the City limits fall into three categories: highly and fully developed, underdeveloped and non-conforming parcels. Attachment 2 identifies the eleven distinct areas that are within the UGB but outside the City limits.

Specific tasks associated with this work will include the following:
1. Investigate feasibility of extending sewer service to those parcels within the City limits.
2. Investigate the feasibility of extending sewer service to the eleven areas outside the City limits.
3. Provide a schematic service alternative for these two groupings of parcels.
4. Provide a planning level cost estimate for the proposed service scheme.
5. For the proposed plan to extend sewer service to unsewered areas, develop a financial analysis for three (3) potential funding scenarios; to be selected by the City.
6. Provide public involvement associated with this task. This will specifically include an estimated three public meetings.
7. Prepare a policy statement regarding the extension of sewer service to these two groupings of parcels.
8. Present proposed service scheme, estimated costs, rate impacts, and proposed policy to Staff and City Council.

9. Present findings in a project memorandum.

**Subtask 240 Assumptions:**

1. None.

**Subtask 250 – Staff Workshops**

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1 - Project Startup</td>
<td>Review/Finalize Project Management Plan</td>
</tr>
<tr>
<td></td>
<td>Confirm Basis of Design</td>
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<tr>
<td></td>
<td>Establish Decision Making Framework</td>
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<tr>
<td></td>
<td>Prepare for Council Meeting No. 1</td>
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<tr>
<td></td>
<td>Prepare for Navy/Stakeholder Workshop No. 1</td>
</tr>
<tr>
<td>T2 - Preliminary Alternatives Development</td>
<td>Evaluate Potential Treatment Process Options</td>
</tr>
<tr>
<td></td>
<td>Select Processes Options for Consideration (2)</td>
</tr>
<tr>
<td></td>
<td>Confirm Satellite MBR Requirements</td>
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<tr>
<td></td>
<td>Establish Non-process Requirements</td>
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<tr>
<td></td>
<td>Establish Basis for Site Footprint</td>
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<tr>
<td></td>
<td>Develop List of Potential Sites</td>
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<tr>
<td></td>
<td>Apply Site Screening to Select Candidate Sites</td>
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<tr>
<td></td>
<td>Establish Matrix of Preliminary Alternatives</td>
</tr>
<tr>
<td>T3 - Preliminary Alternatives Screening 1</td>
<td>Evaluate Matrix of Preliminary Alternatives (9 sites with corresponding process options)</td>
</tr>
<tr>
<td></td>
<td>Screen Alternatives to Short List (5 sites with corresponding process options)</td>
</tr>
</tbody>
</table>

**Subtask 250 Assumptions:**

1. Workshops will be held at City of Oak Harbor facilities.

2. Consultant Project Manager and required team members will attend workshops.

3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.
**Task 200 Deliverables:**

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<th>Deliverable</th>
<th>Subtask</th>
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<td>(1) TM1 – Basis of Design</td>
<td>210</td>
<td>September 2010</td>
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<td>(1) TM2 – Decision Making Methodology</td>
<td>210</td>
<td>June 2011</td>
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<tr>
<td>(1) TM3 – Treatment Process Evaluation</td>
<td>220</td>
<td>June 2011</td>
</tr>
<tr>
<td>(1) Architectural Programming Questionnaire and Narrative</td>
<td>220</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) Preliminary Geotechnical Assessment TM</td>
<td>230</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) TM4 – Preliminary Alternatives</td>
<td>230</td>
<td>June 2011</td>
</tr>
<tr>
<td>(1) Unsewered Area Feasibility Memorandum</td>
<td>240</td>
<td>June 2011</td>
</tr>
<tr>
<td>(3) Workshop Materials, Agenda, Minutes</td>
<td>250</td>
<td>Per Workshop Schedule</td>
</tr>
</tbody>
</table>

**TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING**

The objective of this task is to further refine and evaluate the short list of final alternatives to select a proposed alternative for preliminary design. The proposed alternative will define the recommended liquid and solids stream treatment processes, location for centralized and satellite facilities (if applicable), conveyance and collection system improvements, outfall location and necessary improvements, and potential uses for reclaimed water. Except as noted under assumptions, Consultant will provide the following services for Task 300:

**Subtask 310 – Final Alternatives Development and Screening**

Further refine the final short listed alternatives, adding technical detail to site layouts based on site mapping and additional geotechnical evaluation. Confirm hydraulics and collection/conveyance system requirements. Integrate the results of Subtask 420 – Final Outfall Analysis, and Subtask 510 – Preliminary Effluent Reuse Assessment. Update cost information and TBL+ evaluations of financial, social, environmental, and technical criteria and objectives. Prepare a final screening of alternatives to select a proposed alternative for preliminary design. Document results of final screening in TM7 – Final Alternatives.

**Subtask 311 – Site Mapping**

Provide background mapping and existing and readily available geographical information system (GIS) data. Mapping will be developed as a basis for site planning at up to five (5) candidate sites. The mapping will show readily available information for property lines, existing structures, significant utilities, site topography, and other significant features.

**Subtask 312 – Architectural Development**

Conduct a one day field review and provide analysis of sites being considered for the new treatment plant in regards to contextual placement within the surrounding site conditions. Prepare conceptual site plan footprints for recommended facilities, coordinating with process engineers, landscape architects and with zoning requirements that may influence plant layouts on specific available site options. Provide graphic representation of appropriate site organization and utilization plans for three (3) of the five (5) sites recommended following the T3 workshop. Refine graphic layouts and site plans for all three (3) of the final short-listed sites recommended following the T4 workshop. Prepare 3D renderings illustrating up to two (2) facility views for the
final site / process option. Develop landscaping options and prepare up two (2) renderings showing site landscaping for the final alternative site. Prepare order of magnitude estimated probable costs of non-process facilities and develop associated landscaping and architectural theme costs.

**Subtask 310 Assumptions:**

1. The budget for Subtask 311 assumes existing and readily available GIS data are used, and does not include field visits or detailed surveys of sites or collection system/conveyance piping alignments.

**Subtask 320 – Regional Biosolids Alternative Feasibility**

The purpose of this subtask is to evaluate the feasibility of implementing a solids handling, stabilization, and biosolids disposal alternative on a regional basis, with participation from the following entities:

- City of Oak Harbor
- Navy Seaplane base
- NAS Ault Field
- Penn Cove Water/Sewer District
- City of Coupeville
- Island Septage

Except as noted under assumptions, Consultant will complete the following services for Subtask 320:

Gather and analyze historic solids production, hauling, and disposal records, including quantities and costs, from the regional entities. Estimate future solids production and handling requirements using growth projections provided by the entities.

Evaluate the capacity of the City of Oak Harbor's existing lagoons, and compare that capacity with the current and future solids loadings from the regional entities to determine the feasibility of using the existing lagoons for regional biosolids stabilization and storage. Estimate the capital cost of lagoon modifications and the operational and maintenance (O&M) costs for such a regional facility.

Estimate the size of a new and separate solids handling and stabilization facility to accept solids from the regional entities. Evaluate disposal alternatives for stabilized biosolids, including: composting; thermal drying; and trucking to an offsite location. Estimate the capital cost and annual O&M costs for such a regional facility.

Document the analysis and conclusions into a project memorandum that estimates the life-cycle costs and revenue potential to the City of Oak Harbor as the owner/operator of a regional solids facility.

**Subtask 320 Assumptions**

1. Consultant will estimate current and future solids loadings for the City of Oak Harbor, and assist the City in obtaining solids loadings for regional entities. Consultant will not
perform independent analysis to determine current and future solids loadings from the regional entities.

2. City owned property near the intersection of Highway 20 and Sleeper Road will be considered as the regional biosolids handling site.

Subtask 330 – Technical Workshops

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>T4 – Preliminary Alternatives Screening</td>
<td>Evaluate Short Listed Alternative (5 sites with corresponding process options)</td>
</tr>
<tr>
<td>2</td>
<td>Refine conveyance, pumping and piping requirements for final alternatives.</td>
</tr>
<tr>
<td></td>
<td>Screen to Final Alternatives (3 sites with corresponding process options)</td>
</tr>
<tr>
<td>T5 – Final Alternatives Screening</td>
<td>Discuss Potential Reuse Opportunities</td>
</tr>
<tr>
<td></td>
<td>Evaluate Final Short Listed Alternatives (3 sites with corresponding process options)</td>
</tr>
<tr>
<td></td>
<td>Identify Proposed Alternative (1 site/process option)</td>
</tr>
</tbody>
</table>

Subtask 330 Assumptions:
1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 300 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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</thead>
<tbody>
<tr>
<td>(1) TM7 – Final Alternatives</td>
<td>310</td>
<td>December 2011</td>
</tr>
<tr>
<td>(4) Updated site utilization plans</td>
<td>310</td>
<td>June 2011</td>
</tr>
<tr>
<td>(2) 3D site/facility renderings</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(2) Site landscaping renderings</td>
<td>310</td>
<td>December 2011</td>
</tr>
<tr>
<td>(1) Regional Biosolids Management Feasibility Memorandum</td>
<td>320</td>
<td>July 2011</td>
</tr>
<tr>
<td>(2) Workshop Material, Agenda, Minutes</td>
<td>330</td>
<td>Per Workshop Schedule</td>
</tr>
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</table>
TASK 400 – OUTFALL EVALUATION

The objective of this task is to develop the criteria for saltwater outfall alternatives based on the preliminary and final alternatives being evaluated. Work performed under Task 400 will satisfy the following requirements of an Engineering Report under WAC 173-240-060:

- Degree of treatment required to meet applicable receiving water quality criteria.
- Document compliance with water quality standard outside authorized mixing zones.
- Detailed outfall and mixing zone analysis.

Except as noted under assumptions, Consultant will provide the following services for Task 400:

Subtask 410 – Discharge Alternatives and Performance Assessment

Due to their condition, the City has determined that neither the existing RBC outfall/diffuser nor the existing lagoon outfall/diffuser will meet future needs. This subtask will develop alternative diffuser sites and configurations, and then evaluate their effluent mixing and water quality impacts. This task will establish discharge alternatives (site location and diffuser configuration) for:

1. Outfall for RBC plant site in Oak Harbor (new or rehabilitated existing).
2. Outfall for an alternative site discharging to Oak Harbor or Crescent Harbor.

Subtask 411 – Outfall Inspections

Conduct visual inspections of the existing outfalls as required in Special Condition S11 of the NPDES permit. Both outfalls will be visually inspected and videotaped by experienced outfall design engineers. Rhodamine WT dye will be injected into the effluents to aid in locating and photographing the outfall and diffusers, and will also be used to detect leaks. The inspection will include the near shore section of the RBC outfall that is being evaluated for a temporary repair. The results of the inspections will be presented in a written report and DVD video.

Subtask 412 – Outfall and Diffuser Alternatives

Establish alternative diffuser sites in both Oak Harbor and Crescent Harbor. For practical purposes related to aquatic land use authorizations, preference will be given to siting diffusers at the existing locations. Additional diffuser locations will be considered if there are cost or performance advantages. Up to three diffuser alternatives (length, number and spacing of diffuser ports) will be established at each site. Due to the history of sedimentation around the RBC diffuser, elastomeric duckbill check valves will be considered.

Develop three outfall alignment and profile options (RBC outfall replacement to Oak Harbor, alternate site to Oak Harbor, alternate site to Crescent Harbor). Existing aerial base mapping and NOAA bathymetry will be used for the base map. Establish head loss ranges for diffuser alternatives. Establish pipeline diameter necessary for peak effluent flows and available discharge head. Perform a preliminary assessment of the utility of the two existing outfalls, based on existing drawings and dive inspection reports/videos. For the RBC outfall, evaluate potential slip lining alternative. Based on hydraulic analysis determine the need for effluent pumping for each alternative.

Subtask 413 – Shellfish Harvesting Areas and Aquatic Land Lease Assessment

Assess shellfish closure zone restrictions and potential geoduck damage payments for existing outfalls based on existing shellfish closure zones that have been established for the City’s
outfalls by the Washington Department of Health (DOH), and payments that have been pursued by the Department of Natural Resources (DNR) in other areas where outfalls interfere with commercial fishing harvests. Assess potential changes in the closure zones and resource payments as a function of treatment plant flow and treatment technology (e.g. activated sludge versus MBR effluent). Summarize benefits, negative impacts, and potential resource costs of various diffuser siting and treatment technology options. Coordinate analysis and conclusions with DOH shellfish program manager.

**Subtask 414 – Mixing Zone Analysis and Water Quality Assessment**

Prepare mixing zone studies for up to two (2) combinations of outfall location and design flows, to meet anticipated requirements for development of a future NPDES permit. The analysis will include:

- Determination of acute and chronic mixing zone dilution factors using the existing Ecology/EPA mixing zone models and receiving water data.
- Assessment of the “reasonable potential” to exceed water quality criteria beyond the mixing zone boundaries, which is a statistical test adopted by Ecology to assess the need for effluent limits in the NPDES permit.
- Determination of the potential effluent limitations for toxicants (e.g. ammonia, chlorine, metals) in future NPDES permits.
- Determine compliance with ambient temperature criteria at the mixing zone boundaries.
- Assessment of the potential to impact aquatic sediments using Ecology screening criteria for potential impacts and review of existing sediment data near outfalls.
- Assess potential future Whidbey Basin marine TMDL limitations for nutrient discharge.

**Subtask 410 Assumptions:**

1. Preliminary effluent flow rates (maximum month, maximum day, and peak instantaneous) and gravity head availability will be used to establish hydraulic capacity of existing outfalls.
2. An objective for Subtask 410 will be to provide outfall information and conclusions to support the wastewater facilities screening conducted in Task 200.

**Subtask 420 – Final Outfall Analysis**

**Subtask 421 – Confirm Mixing, Water Quality, and Shellfish Models**

Finalize the mixing zone modeling, water quality assessments, and shellfish closure zone evaluations (updated from the previous subtask) based on the final flow and treatment facility alternatives developed under Task 200.

**Subtask 422 – Recommended Outfall Improvements**

Develop preliminary recommendations for the upgrade or replacement of the existing outfalls. Data developed in the evaluation will include variations and combinations of design features for up to two (2) outfall options, including:

- Alignment and profile for each outfall option.
- Diffuser criteria for each outfall option (number and size of ports, spacing, and orientation).
- Hydraulic capacity for each outfall option (gravity and pumped as appropriate).
- Recommendations for repair or rehabilitation for existing outfalls (as appropriate).
- Shoreline construction requirements as appropriate for new or repair work.
- Pipeline materials, cathodic protection, anchoring, and construction methods.
- Recommendations for maintenance and prevention of siltation.
- Permitting overview.
- Opinions of probable construction cost.

Summarize the mixing zone analysis and recommended outfall improvements, and document results and recommendations in TM5 – Outfall Evaluation and Recommendations.

**Subtask 420 Assumptions:**

1. Subtask 420 will be conducted in parallel with the final wastewater treatment alternatives development and screening under Task 300.

**Task 400 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outfall inspection report and DVD for both existing outfalls</td>
<td>410</td>
<td>November 2010</td>
</tr>
<tr>
<td>(1) Preliminary Draft TM5 – Outfall Evaluation and Recommendations</td>
<td>410</td>
<td>November 2010</td>
</tr>
<tr>
<td>(1) TM5 – Outfall Evaluation and Recommendations</td>
<td>420</td>
<td>July 2011</td>
</tr>
</tbody>
</table>

**TASK 500 – REUSE OPPORTUNITIES**

The objective of this task is to evaluate the feasibility of beneficially reusing treated effluent produced by the proposed alternative. Except as noted under assumptions, Consultant will provide the following services under Task 500:

**Subtask 510 – Preliminary Effluent Reuse Assessment**

Discuss potential alternatives for reuse of treated effluent, including, seasonal irrigation supply (urban and agricultural), wetlands habitat augmentation/creation and in-plant use to meet Ecology requirements for facilities planning. Based on current regulations, identify treatment and facilities requirements, estimate land requirements and permitting restrictions, and prepare capital, operating, and life cycle cost estimates for up to two (2) potential reuse scenarios.

**Subtask 510 Assumptions:**

1. Budget for subtask 510 is based on requirements for facilities planning as defined in RCW 90.48.112. "The evaluation of any plans submitted under RCW 90.48.110 must include consideration of opportunities for the use of reclaimed water as defined in RCW 90.46.010. Wastewater plans submitted under RCW 90.48.110 must include a statement..."
describing how applicable reclamation and reuse elements will be coordinated as required under RCW 90.46.120."

Subtask 520 – Reuse Alternatives Development

The authorization and scope of this subtask will be developed pending the results of Subtask 510, and the outcome of the final alternatives screening process. If authorized by the City’s Project Manager, Budget for this Subtask will be reallocated from Task 900.

**Task 500 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Included in Task 600</td>
<td>510</td>
<td>April 2012</td>
</tr>
</tbody>
</table>

**TASK 600 – FACILITIES PLAN**

The objective of this task is to amend the City’s existing Comprehensive Sewer Plan and complete a Facilities Plan that includes all applicable sections outlined by WAC 173-240-060 and 40CFR 35.917-1. The Facilities Plan will be consistent with federal, state, and local regulations and policies, such as the Endangered Species Act (ESA), the Growth Management Act, the City of Oak Harbor Comprehensive Plan, and the amended City of Oak Harbor Comprehensive Sewer Plan. The Facilities Plan will be sufficiently complete so that plans and specifications can be developed without substantial changes. Except as noted under assumptions, Consultant will provide the following services under Task 600:

**Subtask 610 – Comprehensive Sewer Plan Amendment**

Review and amend the December 2008 Comprehensive Sewer Plan for Ecology approval. Prepare an amendment with new data and recommendations to provide consistency with the Facilities Plan. Deliver Draft Amendment to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Amendment will be provided. Following City review of the Draft Amendment, incorporate comments into an Agency Draft Amendment to be submitted to Ecology for review.

**Subtask 610 Assumptions:**

1. The December 2008 Comprehensive Sewer Plan has been approved by Ecology. Consultant will prepare a brief amendment reflecting the proposed alternative developed in the Facilities Plan, including: selected liquid/solids treatment process(s); facilities site(s); collection/conveyance improvements; outfall/reuse of treated effluent; project implementation plan; and updated financial plan.

2. The Comprehensive Sewer Plan Amendment will be reviewed with Ecology as a component of the Agency Draft Facilities Plan.

3. Environmental Documentation prepared for the Facilities Plan will satisfy requirements for amending the Comprehensive Sewer Plan.
Subtask 620 – Develop Draft Facilities Plan

Compile the findings and recommendations documented in the previously defined Scope of Services into a Draft Facilities Plan. The expected outline of the Facilities Plan is included as Attachment 3.

Subtask 621 – Final Proposed Alternative Development
Develop the final proposed alternative in sufficient detail to satisfy facilities planning requirements, including:

- Refine the recommended liquid and solid stream treatment alternative to establish preliminary facility layouts and footprints.
- Develop design data, sizing criteria, liquid and solids stream schematics, and an overall WWTP hydraulic profile that reflects the recommended upgrades.
- Estimate plant electrical, instrumentation, and control requirements as a basis for future design.
- Provide a summary of collection, conveyance, and outfall improvements.

Subtask 622 – Architectural Renderings
Providing select architectural drawings of the proposed alternative to establish building envelopes, edge conditions, and the architectural treatments. Refine/update the 3D model generated in Subtask 312 to establish building mass, roof lines, and edge conditions, and provide up to two (2) rendered views of the new facilities on the selected site. Architectural renderings will convey materials and finishes and the general theme of the plant as it relates to local design guidelines and site specific architectural context. Coordinate with process building layouts and refined landscaping plans, and prepare one (1) site plan to illustrate the proposed appearance of the site, showing general land forms, planting, plant entrance, and parking.

Subtask 623 – Implementation Plan
Prepare an implementation plan for the recommended alternative, including a project schedule, phasing plan, anticipated project cost for each phase, and expected cash expenditure for the improvements.

Subtask 624 – Financial Analysis
Evaluate potential capital funding sources to develop funding strategy alternatives for the City. Estimate timing associated with potential funding programs, discuss eligibility, and note anticipated or potential program changes.

Prepare a financial analysis showing the project costs, how the project can be funded, and the how the debt can be repaid over a 20-year period. Reflect anticipated increases in operation and maintenance (O&M) costs and growth in connections in the analysis, including the financial history of the sewer utility and current outstanding debt. Summarize results and prepare the financial analysis chapter of the Facilities Plan.

Subtask 625 – Draft Facilities Plan
Deliver Draft Facilities Plans to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Facilities Plan will be provided. Following City review of the Draft Facilities Plan, incorporate comments into an Agency Draft Facilities Plan to be submitted to Ecology for review.
Subtask 620 Assumptions:

4. The output of the City’s recent utility rate study will be used as the base for identifying history, policies and comparing funding strategies.

5. Infiltration and inflow (I/I) must be addressed to satisfy Ecology requirements for a Facilities Plan. Consultant will evaluate I/I according to Ecology Publication No. 97-03, using flow data provided by the City. It is assumed that the analysis will conclude with a determination of “Non-Excessive I/I.” Field investigation of I/I sources and an evaluation of projects to reduce I/I are not included in this Scope of Services.

6. The financial analysis will be prepared for selected alternative.

Subtask 630 – Respond to Agency Review Comments

Consolidate Agency review comments on the Facilities Plan and Comprehensive Sewer Plan Amendment, and prepare a response to each comment. Review comments and responses with the City and Ecology.

Subtask 630 Assumptions:

7. Ecology review of the Facilities Plan and Comprehensive Sewer Plan Amendment will be conducted concurrently with review and approval of Environmental Documents.

8. Agency review workshops conducted throughout the project are expected to result in a minimal number of comments and changes to the Facilities Plan and Comprehensive Sewer Plan Amendment.

Subtask 640 – Final Facilities Plan Development

Following review of the Agency Draft Facilities Plan and following approval of the Environmental Documents, incorporate Agency comments submit a Final Facilities Plan.

Subtask 640 Assumptions:

1. None.

Subtask 650 – Technical/Agency Review Workshops

Conduct Technical/Agency Review Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff/Agency Review Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2 – Review Comment Responses</td>
<td>Review Responses to Agency Comments</td>
</tr>
</tbody>
</table>
Subtask 650 Assumptions:
1. Technical Workshops will be held at City of Oak Harbor facilities.
2. Agency Review Workshops will be held at Ecology facilities in Bellevue.
3. Consultant Project Manager and required team members will attend workshops.
4. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

Task 600 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10) Draft Comprehensive Sewer Plan Amendment (for City review)</td>
<td>610</td>
<td>April 2012</td>
</tr>
<tr>
<td>(10) Agency Draft Comprehensive Sewer Plan Amendment</td>
<td>610</td>
<td>April 2012</td>
</tr>
<tr>
<td>(1) Rendered Site Plan</td>
<td>620</td>
<td>November 2011</td>
</tr>
<tr>
<td>(4) 3D Renderings of Facilities</td>
<td>620</td>
<td>November 2011</td>
</tr>
<tr>
<td>(10) Draft Facilities Plan (for City review)</td>
<td>620</td>
<td>April 2012</td>
</tr>
<tr>
<td>(10) Agency Draft Facilities Plan</td>
<td>620</td>
<td>April 2012</td>
</tr>
<tr>
<td>(1) Potential Capital Funding Sources TM</td>
<td>620</td>
<td>November 2012</td>
</tr>
<tr>
<td>(1) Response to Agency Comments Log</td>
<td>630</td>
<td>September 2012</td>
</tr>
<tr>
<td>(10) Final Comprehensive Sewer Plan Amendment</td>
<td>640</td>
<td>October 2012</td>
</tr>
<tr>
<td>(10) Final Facilities Plan</td>
<td>640</td>
<td>October 2012</td>
</tr>
<tr>
<td>(2) Staff Workshop Materials, Agenda, Minutes</td>
<td>650</td>
<td>Per Workshop Schedule</td>
</tr>
<tr>
<td>(2) Agency Review Workshop Materials, Agenda</td>
<td>650</td>
<td>Per Workshop Schedule</td>
</tr>
</tbody>
</table>

TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION

Multiple environmental approvals are required for approval of the wastewater facilities plan and the comprehensive sewer plan amendment. The preferred alternative will have differing documentation requirements, depending upon the facility site, outfall improvements, and conveyance components. The environmental review and documentation task has been developed to encompass as many of these potentially differing requirements within a single document as possible, but will require finalization as the team proceeds through the alternative screening and review process.

Task 700 includes environmental documentation according to the National Environmental Policy Act (NEPA), with either the Environmental Protection Agency (EPA) or Department of Defense as the NEPA lead agency. NEPA will be triggered by the need for approvals or permits from the Navy, or a funding request from the US EPA. NEPA compliance would also be triggered by a Corps of Engineers permit. The NEPA document will be adopted by the City for State Environmental Policy Act (SEPA) compliance, and will be used by the City to meet State Environmental Review Process (SERP) documentation requirements associated with submission of the Facilities Plan. This will also meet requirements for potential State Revolving Fund applications in the future.

June 8, 2011
The NEPA document will be an Environmental Assessment (EA), and it is assumed that NEPA EA will receive a Finding of No Significant Impact (FONSI). Meeting this determination will require that significant impacts can be identified and mitigated or avoided. The City will adopt the EA to meet their SEPA requirements; at this time, we are assuming this would be a Mitigated DNS, consistent with the FONSI.

The objective of this task is to prepare documentation to evaluate the environmental impacts of the recommended project. Information to be gathered or issues to be addressed includes:

- Soils/erosion, based on Geotechnical Reconnaissance.
- Air quality/odor, based on qualitative odor assessment.
- Water quality, based on anticipated water quality impacts, wetlands delineation and impacts, and ground water impacts.
- Floodplain/flood insurance, based on information from Federal Emergency Management Agency (FEMA) maps.
- Fish and wildlife, based on information on existing animals on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Vegetation, based on information on existing vegetation on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Environmental health (biosolids) based on information on the quality of biosolids and potential health impacts.
- Environmental health (reclaimed water), based on information on the quality of reclaimed water and potential health impacts.
- Environmental health (hazardous materials), based on a list of hazardous materials that will be stored or used on the WWTP site.
- Noise, based on a qualitative description of typical noise level at the plant during both construction and operation.
- Compatibility with surrounding land use, based on land use information provided by the City.
- Aesthetics, based on architectural drawings and landscaping plans to illustrate the proposed appearance of the site.
- Historical and archaeological resources.
- Transportation.
- Funding.

Except as noted under assumptions, Consultant will provide the following services under Task 700:

**Subtask 710 – Environmental Services / NEPA/SEPA documentation**

Prepare an environmental assessment in accordance with the NEPA, conduct the required environmental reviews and studies; and release required notices and documents. Develop text, figures, and sections required to assemble prepared environmental documents to meet NEPA. This effort will rely heavily on previous documents, including the Facility Plan, prepared for the project with site specific information obtained as part of Tasks 200 and 300. Information will be incorporated from other tasks and outside sources such as public involvement and the
cultural/historic resources review. Agency correspondence will be conducted and documented in accordance with NEPA requirements. This document will be used to meet the environmental documentation requirements for the Facilities Plan. This approach will be finalized with the City and the NEPA lead agency during the alternative selection process.

Subtask 710 Assumptions:

1. The Consultant will meet with the City of Oak Harbor to formalize the proposed environmental document approach, based on anticipated funding requests and other requirements. This scope and accompanying budget is based on the assumption that the City will be submitting a Facilities Plan and will prepare a NEPA EA to meet the requirements of SERP documentation.

2. The City will issue the appropriate SEPA review document. It is assumed that document will be a Mitigated DNS, in accordance with a Finding of No Significant Impact (FONSI) from the NEPA process. If significant impacts are identified during the NEPA EA that do not warrant a FONSI, it will be necessary to revisit the SEPA process.

3. SERP documentation will be covered by the NEPA document.

4. The NEPA documentation will incorporate the findings and results of the Public Outreach program.

Subtask 720 – Biological Assessment and Essential Fish Habitat (EFH)

Prepare a biological assessment (BA) for species listed as threatened or endangered under the federal ESA, including Puget Sound Chinook salmon and bull trout, and candidate species, including Coho salmon. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the United States Fish and Wildlife Service (Services) under Section 7 of the ESA. The BA will address the recommended plan identified during Task 300 and described in the Facilities Plan. It is assumed that analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor. The project may result in a "no effect" determination and consultation with the federal services would not be required. This will be determined during the initial steps of the project. Subtasks will include the following:

- **Draft BA.** Prepare a draft BA for review by the City and Carollo. Included activities involved in preparation of the BA are:
  - Communications with the National Marine Fisheries Service (NMFS), US Fish and Wildlife Service (USFWS), and Washington Department of Fish and Wildlife (WDFW), to obtain habitat and species information.
  - Review of the literature and published information for each Listed, Proposed, and Candidate species identified by USFWS and NMFS occurring within the project area. This task also includes a site visit and a review of reports that have already been prepared for this project or similar projects in the vicinity.
  - Preparation of an internal review draft document.
- **Final BA.** Prepare a final BA document incorporating the City's and Carollo's comments on the draft report for submittal by the City to the Department of Ecology.
- **Consultation assistance.** Following submittal of the BA, provide responses to comments on the document by the federal action agency and the federal services (if appropriate) up to the hours indicated. It is assumed that Ecology will be serving as representative for
EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required. Formal consultation will not be required if there is a “No Effect” determination and EPA agrees with the determination.

- Attend at up to two meetings with Ecology and liaisons for both NMFS and USFWS during consultation.

**Subtask 720 Assumptions:**

1. Analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor.

2. ESA consultation is typically coordinated through the federal action agency, anticipated in this case to be Ecology on behalf of the Environmental Protection Agency (EPA), as outlined in the SERP guidelines. The existing wetland report and geotechnical study are assumed to be sufficient for the purposes of the BA.

3. The BA will be conducted for the recommended alternative, with appropriate level of design detail provided by Carollo.

4. An Essential Fish Habitat Assessment (EFH) will be submitted and reviewed as a component of the BA.

5. The project action area includes all locations at which the proposed project could potentially impact ESA listed species or their critical habitat including locations distant from the project site.

6. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the Services under Section 7 of the ESA.

7. Conclusion of the BA consultation process will be dictated by the timelines of the federal agency responses. Consultant will respond promptly to agency requests during the consultation process.

8. Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required. Formal consultation will not be required if there is a “No Effect” determination and EPA agrees with the determination.

**Subtask 730 – Section 106 Compliance**

Using Subtask 233 as a starting point, prepare a memorandum regarding historical and archaeological resources for inclusion in the Environmental Assessment. Prepare Section 106 consultation correspondence for signature of Federal lead agency.

**Task 700 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Draft and Final NEPA EA</td>
<td>710</td>
<td>October 2012</td>
</tr>
<tr>
<td>(1) Draft and Final BA or No Affect Letter</td>
<td>720</td>
<td>October 2012</td>
</tr>
<tr>
<td>(electronic and 6 hard copies)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TASK 800 – PUBLIC PROCESS SUPPORT

The objective of this task is to support successful project implementation by proactively identifying and addressing public and stakeholder issues. As defined below, the City will lead public process activities for the Project, with significant support from the Consultant. Except as noted under assumptions, Consultant will provide the following services for Task 800:

Subtask 810 – Public Process Planning

Participate in two (2) meetings with the City to develop a project-specific public/stakeholder involvement plan (PIP) that meets NEPA, SERP, and SEPA requirements and that identifies the following:

- Target audiences and issues;
- Anticipated schedule of activities;
- Interrelationships and responsibilities; and
- Public involvement tools for each phase of the project.

Prepare a Draft PIP, review with the City, make revisions, and produce a final PIP. Participate in coordinating phone calls with City of Oak Harbor staff to provide strategic advice on public involvement and communications issues as they arise throughout the Project.

Subtask 810 Assumptions:

1. Consultant will update the PIP once during the project.

Subtask 820 – Stakeholder Workshop Facilitation

Assist the City in planning and conducting Stakeholder Workshop No. 1. Participate in a preparation session for the workshop. Prepare a workshop plan in advance that identifies goals, objectives, agenda, roles and responsibilities, and materials. Produce presentation materials, and develop draft and final agendas. Facilitate the Stakeholder Workshop and produce one (1) draft and one (1) final summary (minutes).

Assist the City in planning and conducting up to five (5) meetings with the U.S. Navy to communicate project status and obtain feedback. For each meeting, provide technical, financial, and environmental information to assist discussions facilitated by the City.

Subtask 820 Assumptions:

1. Stakeholder Workshop No. 1 will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for Stakeholder Workshop No. 1 and deliver workshop materials to attendees.
3. In addition to City staff, it is anticipated that Stakeholder Workshop No. 1 attendees will include representatives of NASWI Public Works, local community members, local Tribes, and permitting agencies (Ecology, DOH, DNR, and the Army Corps of Engineers).
4. Consultant Project Manager will attend Navy meetings and provide technical information. City staff will facilitate discussion and summarize action items.

Subtask 830 – Public Meeting Facilitation

Assist the City in planning and conducting Public Meetings, defined below. Participate in up one (1) preparation session for each meeting. Facilitate the Public Meetings and produce one (1) draft and one (1) final summary (minutes). For each meeting: arrange for suitable meeting locations; prepare meeting plans; produce presentation materials; develop sign in sheets and public comment forms; develop draft and final agendas; and develop draft and final meeting announcements/save the date notices.

Throughout the Project, develop and maintain a contact list of stakeholders and interested parties. Maintain a log of public comments received outside of the public meetings (via the website, emails to project team staff, phone calls, etc.), and responses to public inquiries as requested by the City.

<table>
<thead>
<tr>
<th>Public Meeting</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1 – Public Meeting No. 1</td>
<td>Communicate Project Purpose and Objectives</td>
</tr>
<tr>
<td></td>
<td>Report Project Plan and Schedule</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Decision Making Methodology</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
<tr>
<td>P2 – Public Meeting No. 2</td>
<td>Report Results of Alternatives Screening</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Short Listed Alternatives (5 sites with corresponding process options)</td>
</tr>
<tr>
<td>P3 – Public Meeting No. 3</td>
<td>Report Results of Secondary Alternatives Screening</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Final Short Listed Alternatives (3 sites with corresponding process options)</td>
</tr>
<tr>
<td>P4 – Public Meeting No. 4</td>
<td>Obtain Input to Refine Proposed Alternative (1)</td>
</tr>
</tbody>
</table>

Subtask 830 Assumptions:

1. The City will arrange for meeting locations and facilities.
2. The City will publish announcements in the local paper and include notices of meetings on their website.
3. The City will pay for all costs related to mailings, including printing and postage.

Subtask 840 – Council/Committee Meeting Participation

Assist the City in planning and conducting Council/Committee Meetings, defined below. Prepare meeting objectives, agendas, roles and responsibilities, and presentation materials in advance of the meetings. Participate in up to one (1) preparation session for each meeting.
<table>
<thead>
<tr>
<th>Council/Committee Meeting</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 – Council Committee Meeting No. 1</td>
<td>Report Progress</td>
</tr>
<tr>
<td></td>
<td>Report Project Challenges and Opportunities</td>
</tr>
<tr>
<td>C2 – Council Workshop No. 1</td>
<td>Report Feedback from Stakeholders and Public</td>
</tr>
<tr>
<td></td>
<td>Establish Decision Making Criteria</td>
</tr>
<tr>
<td></td>
<td>Process (basic technical and environmental)</td>
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<tr>
<td></td>
<td>Sites (policy considerations)</td>
</tr>
<tr>
<td></td>
<td>Alternatives (TBL+ objectives)</td>
</tr>
<tr>
<td>C3 – Council Workshop No. 2</td>
<td>Report Results of Alternative Screening 1</td>
</tr>
<tr>
<td></td>
<td>Report Feedback from Stakeholders and Public</td>
</tr>
<tr>
<td></td>
<td>Confirm Short Listed Alternatives (5 sites with corresponding process options)</td>
</tr>
<tr>
<td>C4 – Council Meeting No. 1</td>
<td>Provide information to City for Council resolution.</td>
</tr>
<tr>
<td>C5 – Council Workshop No. 3</td>
<td>Report Results of Alternative Screening 2</td>
</tr>
<tr>
<td></td>
<td>Confirm Short Listed Alternatives (3 sites with corresponding process options)</td>
</tr>
<tr>
<td>C6 – Council Meeting No. 2</td>
<td>Provide information to City for Council resolution.</td>
</tr>
<tr>
<td>C7 – Council Workshop No. 4</td>
<td>Report Results of Proposed Alternatives Workshop</td>
</tr>
<tr>
<td></td>
<td>Confirm Proposed Alternative (1)</td>
</tr>
<tr>
<td>C8 – Council Meeting No. 3</td>
<td>Provide information to City for Council resolution.</td>
</tr>
<tr>
<td>C9 – Council Workshop No. 5</td>
<td>Provide Overview of Draft Facilities Plan</td>
</tr>
<tr>
<td></td>
<td>Confirm Draft Facilities Plan Submission to Ecology</td>
</tr>
<tr>
<td>C10 – Council Meeting No. 4</td>
<td>Provide information to City for Council resolution.</td>
</tr>
</tbody>
</table>

**Subtask 840 Assumptions:**

1. Council/Committee Meetings will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for meetings and deliver meeting materials to attendees.
3. Consultant staff will lead/facilitate and provide information for discussion at Council Workshops.
4. Consultant Project Manager will attend City Council Committee Meetings/City Council Meetings, and assist City staff in presenting technical information.

**Subtask 850 – Public/Stakeholder Involvement Product Development**

In consultation with City of Oak Harbor staff, develop a project website and periodically update the website content. Prepare one (1) draft and one (1) final project brochure for informing the public about the background, goals, and specifics of the project.
Other options for products and activities, subject to Oak Harbor authorization and decisions from the Public Involvement Plan include:

- One additional or updated brochure, likely focused on the range of alternatives.
- In consultation with City of Oak Harbor staff, the Consultant may produce a segment for the City of Oak Harbor public access channel. It is intended that the Consultant will prepare a script and be involved in organizing and producing these segments, but assumed that the City will do the actual filming and production. Assume City staff would appear in the video segment.
- Consultant will assist with strategy and development of presentations for local community groups that City staff would make.

**Task 850 Assumptions:**

1. All written or web materials and communications products will be reviewed and approved by City of Oak Harbor staff/consultants.
2. The City will print and send materials to the public.
3. Public Access TV facilities and costs are paid by the City.

**Task 800 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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<tbody>
<tr>
<td>(10) Stakeholder Interviews</td>
<td>810</td>
<td>October 2010</td>
</tr>
<tr>
<td>(1) Draft PIP</td>
<td>810</td>
<td>June 2011</td>
</tr>
<tr>
<td>(1) Final PIP</td>
<td>810</td>
<td>June 2011</td>
</tr>
<tr>
<td>(1) Stakeholder Workshop Plan, Agenda, Materials</td>
<td>820</td>
<td>November 2010</td>
</tr>
<tr>
<td>(4) Public Meeting Plan, Agenda, Materials</td>
<td>830</td>
<td>Per Public Meeting Schedule</td>
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<tr>
<td>(1) Council Workshop Plan, Agenda, Materials</td>
<td>840</td>
<td>December 2010</td>
</tr>
<tr>
<td>(10) Technical information/documents/presentations for City Council Committee/City Council Meetings</td>
<td>840</td>
<td>Per Council Committee/Council Meeting Schedule</td>
</tr>
<tr>
<td>(1) Project Website</td>
<td>850</td>
<td>November 2010</td>
</tr>
<tr>
<td>(12) Updates to Project Website</td>
<td>850</td>
<td>As Needed</td>
</tr>
<tr>
<td>(1) Project Brochure</td>
<td>850</td>
<td>April 2011</td>
</tr>
<tr>
<td>(1) Public Access TV Production Plan</td>
<td>850</td>
<td>As Needed</td>
</tr>
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</table>

**TASK 900 – MANAGEMENT RESERVE**

This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City’s Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.

June 8, 2011
September 17, 2010

Brian Matson, Project Manager
Carollo Engineers
1218 Third Avenue, Suite 1600
Seattle, WA 98101

RE: Preliminary Engineering and Facility Plan Contract Notice to Proceed

Dear Mr. Matson:

Please find enclosed an original copy of a fully executed agreement between the City of Oak Harbor and your firm for the Preliminary Engineering and Facility Plan project. You are instructed to proceed immediately upon receipt of this letter with the scope of work contained in the agreement. Project Manager and your point of contact will be Eric Johnston.

Should there be a change in your organization that results in you no longer being able to be the project manager and the main point of contact with the City of Oak Harbor for this project, please be aware the City may chose to exercise the provisions in the contract related to a change in principally involved employees contained in Section 6 of the General Requirements.

We are pleased to be underway with this project and look forward to a successful and mutually beneficial relationship over the next few years.

Sincerely,

Eric Johnston, PE
City Engineer

cc: City Clerk
    File
CITY OF OAK HARBOR
CONSULTANT AGREEMENT
WITH Carollo Engineers, Inc.

PROJECT TITLE: Preliminary Engineering and Facilities Plan

PROJECT COMPLETION DATE: December 2012

MAXIMUM AMOUNT PAYABLE: $1,089,561
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CONSULTANT CONTRACT

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: Carollo Engineers, Inc.

Address: 1218 Third Avenue, Suite 1600; Seattle, WA 98101-3032

Telephone/Fax No.: 206-684-6532

Federal ID No.: 86-0899222

Do you require a 1099 for the IRS? Yes

III. PROJECT INFORMATION

Project Title: Preliminary Engineering and Facilities Plan

Project Description: This phase of the work includes the development of preliminary engineering and a Facilities Plan for the wastewater treatment facilities.

Project Completion Date: December 2012

Maximum Amount Payable: $1,089,561

Progress Payments: Monthly

IV. ADDITIONAL DOCUMENTS ADDED TO THIS CONTRACT

Exhibit B: Scope of Services

Exhibit D-3: Level of Effort (Hours) Summary

Consultant Contract - 1
(Hourly Rate(s) Plus Costs)
6/17/2008 11:42 AM
AGREEMENT

V. INTRODUCTION

THIS AGREEMENT, made and entered into this 1st day of September, 2010, 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".

Consultant Contract - 2
(Hourly Rate(s) Plus Costs)
6/17/2008 11:42 AM
IX. CERTIFICATION OF THE CONSULTANT AND THE CITY

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

X. COMPLETE AGREEMENT

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

XI. GENERAL REQUIREMENTS

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

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

XII. EXECUTION AND ACCEPTANCE

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

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

By
Consultant: Brian Watson

By
Consultant: Ken Wilkins

By
Agency: M. York
Principal

Consultant Contract - 3
(Hourly Rate(s) Plus Costs)
6/17/2008 11:42 AM
I, ________________________________, Consultant, certify under penalty of perjury under the laws of the State of Washington that this copy of the General Requirements for Consultant Contract conform to the set filed in the Clerk's Office.

Dated: ________________________________  

By ________________________________
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 "P".

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

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

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

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

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

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT, or for failure of the
CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

7. **CHANGES OF WORK**

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

8. **DISPUTES**

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

9. **VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

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

10. **LEGAL RELATIONS AND INSURANCE**

A. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of Washington.

B. The CONSULTANT's relation to the CITY shall be at all times as an independent contractor and not as an employee.

C. Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call...
assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

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

11. INDEMNIFICATION REQUIREMENTS

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

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

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

12. INSURANCE.

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

A. No Limitation. CONSULTANT's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.
B. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the CONSULTANT’s Commercial General Liability insurance policy with respect to the work performed for the CITY.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the CONSULTANT’s profession.

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

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000.00) per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than One Million Dollars ($1,000,000.00) each occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

3. **Professional Liability** insurance shall be written with limits not less than One Million Dollars ($1,000,000.00) per claim and One Million Dollars ($1,000,000.00) policy aggregate limit.

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

1. The CONSULTANT’s insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be in excess of the CONSULTANT’s insurance and shall not contribute with it.

2. The CONSULTANT’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. **Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement evidencing the insurance requirements of the CONSULTANT before commencement of the work.

13. **EXTRA WORK**

A. The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly. If the change causes an increase in the maximum amount payable, it shall not become a part of this AGREEMENT unless and until a written amendment to the AGREEMENT is executed by both the CITY and the CONSULTANT.

C. The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as "claim") under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

14. **ENDORSEMENT OF PLANS**

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

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

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

1. The CONSULTANT will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:

   i. Recruitment, advertising, and job application procedures;
   
   ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
   
   iii. Rates of pay or any other form of compensation and changes in compensation;
   
   iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
   
   v. Leaves of absence, sick leave, or any other leave;
   
   vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;
   
   vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
   
   viii. Activities sponsored by the CONSULTANT including social or recreational programs; and
   
   ix. Any other term, condition, or privilege of employment.
2. The CONSULTANT agrees to immediately list all employment openings which exist at the time of the execution of this AGREEMENT and those which occur during the performance of this AGREEMENT, including those not generated by this AGREEMENT and including those occurring at an establishment of the CONSULTANT other than the one wherein the AGREEMENT is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the CONSULTANT from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever the CONSULTANT becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state. Provided, That this requirement shall not apply to state and local governmental CONSULTANTS. As long as the CONSULTANT is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent AGREEMENTS. The CONSULTANT may advise the state agency when it is no longer bound by this AGREEMENT clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

6. As used in this clause:

   i. All employment openings include all positions except executive and top management, those positions that will be filled from within the CONSULTANT's organization, and positions lasting three (3) days or less. This term includes full-time employment, temporary employment of more than (3) three days' duration, and part-time employment.
ii. Executive and top management means any employee:

(a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and

(b) who customarily and regularly directs the work of two (2) or more other employees therein; and

(c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and

(d) who customarily and regularly exercises discretionary powers; and

(e) who does not devote more than twenty percent (20%), or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent (40%), of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6.ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a twenty percent (20%) interest in the enterprise in which he or she is employed.

iii. Positions that will be filled from within the CONSULTANT’s organization means employment openings for which no consideration will be given to persons outside the CONSULTANT’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

7. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

8. In the event of the CONSULTANT’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
9. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. The CONSULTANT must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the CONSULTANT may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONSULTANT is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.

11. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of Twenty-five Thousand Dollars ($25,000.00) or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.

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

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures;
ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii. Rates of pay or any other form of compensation and changes in compensation;

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v. Leaves of absence, sick leave, or any other leave;

vi. Fringe benefits available by virtue of employment, whether or not administered by the CONSULTANT;

vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii. Activities sponsored by the CONSULTANT including social or recreational programs; and

ix. Any other term, condition, or privilege of employment.

2. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONSULTANT must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5. The CONSULTANT will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative
action to employ and advance in employment individuals with physical or mental disabilities.

6. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order in excess of Ten Thousand Dollars ($10,000.00), unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
EXHIBIT A-1
CERTIFICATION OF CONSULTANT

Project No. ______________

I hereby certify that I am Brian Matson __________ a duly authorized representative of the firm of Carollo Engineers, Inc. __________ whose address is 1218 Third Ave, Suite 1600; and that neither I nor the above firm I here represent has: Seattle, WA 98101

(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.

9/14/00
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).

Exhibit - 1
6/17/2008 11:42 AM
I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibits - 2
6/17/2008 11:42 AM
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): Carollo Engineers, Inc.

Date

President or Authorized Official or Consultant Signature

Exhibits - 3
6/17/2008 11:42 AM
EXHIBIT B
SCOPE OF WORK (ADD ON)

Project No. ________________

See attached documents furnished by the Consultant.
EXHIBIT B - SCOPE OF SERVICES

ENGINEERING SERVICES FOR CITY OF OAK HARBOR WASTEWATER TREATMENT PLANT PRELIMINARY ENGINEERING AND FACILITIES PLAN

BACKGROUND

The City of Oak Harbor (City) currently operates two wastewater facilities: a Rotating Biological Contactor (RBC) plant located near Windjammer Park; and a lagoon plant located on Naval Air Station (NAS) Whidbey Island. The two current facilities serve a population of approximately 23,000 of which approximately 4,000 are housed at the NAS. It is anticipated that future demands will approach the permit limits in approximately 2017 as described in greater detail in the City’s Comprehensive Sewer Plan. The City anticipates the need to have a new treatment facility in operation by 2017. The City intends to construct new wastewater treatment facilities to meet initial demands (3 million gallons per day [mgd]), with expansion capacity to meet long-term demand projections (6 mgd). Recognizing that the City of 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 of fund improvements. A primary goal of the City is the continued protection of the water quality of the waters in and around Oak Harbor to meet the goals outlined in the Puget Sound Action Plan developed by Puget Sound Partnership for the cleanup and protection of Puget Sound.

This phase of the work includes development of preliminary engineering and a Facilities Plan. Subsequent phases, though not specifically authorized by this contract, may include the following:

- Final Design and Permitting
- Preparation of Construction Documents
- Bid Period Services
- Construction Support Services
- Preparation of Operation and Maintenance Manuals
- Start-up, Training, and Facility Commissioning

Project Objectives

The objectives of the Project are to:

1. Prepare Technical Memoranda (TM) evaluating wastewater treatment process, siting, and discharge options;
2. Identify a proposed alternative for wastewater facilities;
3. Prepare preliminary design information and an approved Facilities Plan in compliance with WAC 173-240-060 and 40 CFR 35.917-1;
4. Prepare the required supporting Environmental Documents; and
5. Provide support for public, agency, and stakeholder involvement.
Project Team

Carollo Engineers, Inc. (Carollo) will serve as the Prime Consultant for the Project, and will be responsible for overall Project management and delivery. In completing the work defined by this Scope of Services, Carollo is authorized to use the following Subconsultants:

<table>
<thead>
<tr>
<th>Subconsultant</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>BHC Consultants</td>
<td>Conveyance System Alternatives Analysis</td>
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<tr>
<td></td>
<td>Satellite MBR Alternatives Analysis</td>
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<tr>
<td></td>
<td>Feasibility of Connecting Non-Sewered Residents</td>
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<td></td>
<td>Regional Biosolids Alternative Feasibility</td>
</tr>
<tr>
<td>ESA Adolfson</td>
<td>Environmental Support and Documentation</td>
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<tr>
<td>Triangle Associates</td>
<td>Public Process Support</td>
</tr>
<tr>
<td>EnviroIssues</td>
<td>Public Meeting Facilitation</td>
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<tr>
<td>Michael Willis Architects</td>
<td>Architectural Services</td>
</tr>
<tr>
<td>GeoEngineers</td>
<td>Geotechnical Services</td>
</tr>
<tr>
<td>Katy Isaksen &amp; Associates</td>
<td>Financial Analysis for Proposed Alternative</td>
</tr>
<tr>
<td>Bruce Dees &amp; Associates</td>
<td>Landscape Architectural Services</td>
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<tr>
<td>Cosmopolitan Engineering Group</td>
<td>Outfall Analysis and Alternatives</td>
</tr>
<tr>
<td>Certified Land Services</td>
<td>Property Acquisition Support Services</td>
</tr>
<tr>
<td>Fakkema &amp; Kingma</td>
<td>Surveying</td>
</tr>
<tr>
<td>Paragon Research Associates</td>
<td>Cultural Resources Assessment Services</td>
</tr>
</tbody>
</table>

Related Documents

The following documents provide background information for this project:

- Wastewater Treatment Plant Site Evaluation, City of Oak Harbor, October 2007.

SCOPE OF SERVICES

Carollo (Consultant) will provide engineering and other services for the City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan Project (Project), as defined by this Scope of Services. Work products submitted electronically will be produced using software as defined below:

- Word Processing Microsoft Word
- Spreadsheets Microsoft Excel
- Scheduling Microsoft Project
- Drawings Bentley MicroStation and Portable Document Format (PDF)

This Scope of Services is divided into the following tasks:

- Task 100 Project Management
- Task 200 Preliminary Alternatives Development and Screening
- Task 300 Final Alternatives Development and Screening
- Task 400 Outfall Evaluation
- Task 500 Reuse Opportunities
- Task 600 Facilities Plan
- Task 700 Environmental Review and Documentation
Task 800  Public Process Support
Task 900  Management Reserve

PROJECT SCHEDULE

A preliminary schedule for the Project is attached (Attachment 1). The Schedule defines anticipated durations for major tasks, Project milestones, and major deliverable dates, assuming Notice to Proceed (NTP) in August 2010. Throughout this Scope of Services, anticipated delivery dates for major deliverables are established based on this preliminary schedule. The Consultant and City recognize that the preliminary schedule and corresponding delivery dates are subject to change, should NTP be issued after August 2010 and/or for other reasons. Schedule changes may be approved by the City without an amendment to this Scope of Services, provided both Consultant and City staff approve the change. An amendment modifying the Project schedule and dates for major deliverables will be issued if required by either the City or Consultant.

TASK 100 – PROJECT MANAGEMENT

The objective of this task is to manage and coordinate engineering and related services required for project completion. Except as noted under assumptions, Consultant will provide the following services for Task 100:

Subtask 110 – Project Management Plan

Complete a draft Project Management Plan (PMP) including scope, work plan and products, work breakdown structure, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of Notice to Proceed (NTP). Finalize the PMP following the Startup Workshop and receipt of City comments. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.

Subtask 111 – Quality Management

Develop and follow a Quality Management Plan (QMP) for the project to be included in the PMP. Review technical memos, documents, drawings, reports, etc. and address review comments addressed prior to submission in accordance with the QMP. For major work products (TM and Facilities Plan) develop a Record of Comment (ROC) to document City comments and Consultant responses.

Subtask 110 Assumptions:

1. A Draft PMP will be reviewed at the Project Startup Meeting.
2. A Final PMP will be issued to incorporate City comments collected following the Project Startup Meeting.
3. The PMP will be updated once during the project.

Subtask 120 – Project Monitoring and Reporting

Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City’s Project Manager with monthly invoices. Document expenditures on a task basis, and
show hours by project personnel and other direct expenses related to work. Include a project S-curve developed using Earned Value Management (EVM) detailing anticipated progress, percent complete, and percent billed for each month.

Subtask 120 Assumptions:
1. Total project duration is 22 months.

Subtask 130 – Project Management Meetings

Schedule and conduct Project Management Meetings throughout the project as directed by the City’s Project Manager. Meetings will be used to discuss project status, action items, and potential areas of concern. Publish meeting minutes with action items that require a response by team members, City staff, or other agencies identified at the meeting. A draft of the minutes will be submitted to the City within three (3) working days after the meeting. The final version will be submitted within five (5) working days after comments on the draft have been received from the City.

Subtask 130 Assumptions:
1. Up to eight (8) Project Management Meetings will be held.
2. Project Management Meetings will be held via teleconference.
3. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City’s Project Manager.

Subtask 140 – Project Team Website

Develop and maintain a collaborative Web Site accessible through the Internet by all project team members. The Web Site will be maintained from NTP through final approval of the Facilities Plan. Essential project information will be logged, recorded, and made available through this Web Site during the project, including:
- Project team and contact information.
- Calendar of events.
- Document library including agendas, presentation materials, meeting minutes, submittals, and deliverables.
- Updated Action List providing assignments and status.
- Decision Log.

Subtask 140 Assumptions:
1. Project Team Website will only be accessible to members of the project team (i.e. City and Consultant staff). Consultant will develop and maintain a project website for external use under Task 800 – Public Process Support.
Task 100 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) PMP</td>
<td>110</td>
<td>September 2010</td>
</tr>
<tr>
<td>(22) Monthly Invoices and Progress Reports</td>
<td>120</td>
<td>Monthly</td>
</tr>
<tr>
<td>(8) Project Management Meeting Agendas</td>
<td>130</td>
<td>As Needed</td>
</tr>
<tr>
<td>(8) Project Management Meeting Action Items Log</td>
<td>130</td>
<td>As Needed</td>
</tr>
<tr>
<td>(1) Project Team Website</td>
<td>140</td>
<td>September 2010</td>
</tr>
</tbody>
</table>

TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to develop a matrix of preliminary alternatives (treatment process options and candidate sites) and identify a short list of final alternatives to be evaluated and refined in subsequent phases of work. Except as noted under assumptions, Consultant will provide the following services for Task 200:

Subtask 210 – Basis of Design Documentation

Subtask 211 – Engineering Basis of Design
Review and comment on previous projections developed by the City, and confirm population, flow, and waste load data for the Oak Harbor service area. Establish flow peaking factors (maximum month, maximum day, and peak hour) based on City-provided data. Using these projections and available plant loading data, establish loading estimates and peaking factors for flow, organics (BOD), total suspended solids (TSS), phosphorus and nitrogen loading to the plant.

Evaluate the City’s exiting National Pollutant Discharge Elimination System (NPDES) permit, potential future water quality requirements, and establish water quality objectives for conventional effluent parameters, nutrients, fecal coliform bacteria, temperature, and pH.

Document basis of design (flows, loads, and effluent requirements) in TM1 – Basis of Design.

Subtask 212 – Decision Making Methodology
Treatment process options and candidate sites will be evaluated in a manner that is consistent with City policy objectives, and to meet basic technical, performance, and environmental requirements. Two (2) process options and up to four (4) candidate sites will be placed into a matrix of preliminary alternatives. Up to eight (8) preliminary alternatives will be screened using Triple Bottom Line Plus Technical (TBL+) methodology, considering financial, social, environmental, and technical criteria and objectives developed by the City and project team. A short list of four (4) final alternatives will be refined for subsequent TBL+ evaluation.

Coordinate with City staff to develop a list of basic policy, technical, performance, and environmental requirements that will be used to create the matrix of preliminary alternatives (Wastewater Treatment Plant [WWTP] process options and sites). Develop a list of TBL+ criteria and objectives to be used for preliminary and final alternatives evaluation. Document the basis for decision making in TM2 – Decision Making Methodology.

Subtask 210 Assumptions:

1. Population, flow, and loading data for the Oak Harbor service area will be based on the December 2008 Comprehensive Sewer Plan.
2. Meetings with regulatory stakeholders and City input will be used to establish potential future NPDES permit requirements. Negotiation of permit limits is not included in this Scope of Services.

3. A matrix of preliminary alternatives will be developed based on City policy and basic technical, performance, and environmental requirements.

4. Preliminary and final alternatives will be evaluated using the TBL+ approach.

Subtask 220 – Preliminary Alternatives Development

Subtask 221 – Centralized Treatment Process Evaluation

Develop and evaluate treatment process options to treat all flow from the City and NAS. Identify Washington Department of Ecology (Ecology) requirements for reliability and redundancy, and prepare conceptual design and cost information for processes being considered. Screen potential treatment process options using basic technical and performance requirements established by the project team, and identify up to two (2) process options to be included in the matrix of preliminary alternatives. For these options, develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs). Document the evaluation and recommended options in TM3 – Treatment Process Evaluation. The following facilities will be evaluated:

- **Preliminary/Primary Treatment**, Headworks (preliminary treatment) options, including influent pumping, screening grit removal, flow measurement, and influent sampling. Primary treatment options, including clarification and sludge pumping facilities.

- **Secondary Treatment**, Secondary (biological) treatment process options, including up to four (4) processes capable of meeting identified performance requirements. It is anticipated that more detailed technical and cost information will be developed for up to two (2) process options: activated sludge (AS) and membrane bioreactors (MBR).

- **Disinfection**, Disinfection options, including chlorination/dechlorination (using bulk or on-site generation of hypochlorite) and ultraviolet (UV) disinfection.

- **Solids Handling**, Solids handling options, including a range of processes to achieve a Class B biosolids product on-site, as well as continued use of existing solids handling facilities on an interim or permanent basis. The feasibility of providing biosolids stabilization and/or disposal on a regional basis will be evaluated by the Consultant under a separate task.

- **Odor Control**, Identify potential odor impacts, foul air treatment requirements to meet these impacts, and establish the basis for odor control facilities. Prepare conceptual design information for odor control system components based on the treatment process options being considered.

- **Non-Process Facilities**, Evaluate space needs for plant administration, operation, maintenance, and laboratory facilities to support future treatment facilities through Architectural Programming. Develop a programming questionnaire to determine rough but conservative space needs for new non-process facilities. Interview City staff and prepare a brief Programming Narrative outlining preliminary space needs, laboratory requirements, maintenance functions and desired adjacencies to other plant space, and coordinate with process needs, landscaping, and zoning requirements. Integrate non-process facilities into diagrams, including structural footprints, roadways, and...
landscaping areas for up to two (2) alternative layouts. In addition to the plant non-process facilities, plan the space and accessibility needs for the potential to add education centers, tour group meeting areas, and interior and exterior public spaces to welcome and educate the public.

Subtask 222 – Satellite MBR Facility Evaluation
Develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs) for a satellite MBR facility treating up to 0.5 mgd of flow per Ecology requirements. Document the recommended option in TM3 – Treatment Process Evaluation.

Subtask 223 – Candidate Site Inventory
Develop a list of potential sites to locate a centralized WWTP and satellite MBR. Coordinate with City staff to identify potential sites for the recommended treatment options, considering factors such as: size (land area); location; ownership and real-estate considerations; conveyance system impacts; environmental impacts; land use restrictions; and adjacency to existing outfalls.

Screen potential sites based on City policy and using basic technical and environmental requirements, and establish a candidate site inventory to be included in the matrix of preliminary alternatives. Document the site development and screening process in TM4 – Preliminary Alternatives.

Subtask 220 Assumptions:
1. None.

Subtask 230 – Preliminary Alternatives Screening
Pair recommended process options with candidate sites to develop a matrix of preliminary alternatives. Refine conceptual site layouts based on candidate site requirements and evaluate collection/conveyance system impacts. Integrate the results of Subtask 410 – Preliminary Outfall Assessment and confirm outfall options. Update cost information to reflect preliminary alternative layouts and system-wide impacts.

Develop an initial assessment of potential social impacts, including noise, odor potential, visual aesthetics, construction impacts, and long-term operation impacts. Develop a TBL+ analysis for up to eight (8) preliminary alternatives. Screen preliminary alternatives to a short list of four (4) final alternatives, and document results in TM4 – Preliminary Alternatives.

Subtask 231 – Environmental Review
Conduct a one day field investigation and perform an initial environmental assessment of candidate sites. Identify sensitive areas, fish and wildlife impacts, wetlands, streams and shoreline impacts, site soils and sediments, effluent water quality impacts, potential permitting requirements, and other pertinent information that will use used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives. Meet with City to finalize environmental documentation approach.

Subtask 232 – Preliminary Geotechnical Assessment
Conduct a one day field reconnaissance and perform an initial geotechnical assessment of the candidate sites. Base the assessment on available information, including geologic and other
publicly available maps that document geotechnical conditions and geohazard considerations in the project vicinity.

Provide a TM summarizing the pertinent geotechnical issues that would impact site selection, design, and construction at the candidate sites, including: anticipated soil types and groundwater conditions; identified geohazards (seismic/liquefaction, slope stability, etc.); potential mitigation strategies; general foundation types including ground improvement techniques or other appropriate considerations; and preliminary construction considerations including shoring and dewatering based on the assumed site conditions. Information will be used to rate preliminary alternatives on their ability to meet the established TBL+ criteria and objectives.

**Subtask 233 – Cultural Resources Review**
Conduct background research to identify known cultural resources in the project vicinity using state records, historic maps, and other available information. Conduct a one day visit to identify potentially sensitive areas, regulatory requirements, and other pertinent information that will be used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives.

**Subtask 234 – Zoning/Land Use Review**
Conduct a one day field visit and perform an initial zoning/land use assessment of candidate sites based on available information. Identify ownership, confirm code requirements and land use restrictions, establish a preliminary estimate of property values, and prepare other pertinent information that will be used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives.

**Subtask 230 Assumptions:**
1. Subtask 232 assumes that the City of Oak Harbor will provide available geotechnical information/reports from site and vicinity. Up to four potential sites will be evaluated (based on right-of-entry considerations). No geotechnical explorations will be conducted during this phase.
2. Subtask 233 assumes that up to four potential sites will be evaluated (based on right-of-entry considerations). No subsurface explorations will be conducted during this phase.
3. Subtask 234 assumes City Code and zoning research will be conducted on a maximum of two (2) sites.

**Subtask 240 – Evaluation of the Feasibility of Connecting Non-Sewered Residents**
The City is interested in investigating the extension of sewer service beyond those parcels that are currently on sewers. Some of these parcels are within and some outside the current City limits. However, all parcels to be considered are within the Urban Growth Boundary (UGB) limits.

Those parcels outside the City limits fall into three categories: highly and fully developed, underdeveloped and non-conforming parcels. Attachment 2 identifies the eleven distinct areas that are within the UGB but outside the City limits.

Specific tasks associated with this work will include the following:
1. Investigate feasibility of extending sewer service to those parcel within the City limits.

*July 23, 2010*
2. Investigate the feasibility of extending sewer service to the eleven areas outside the City limits.
3. Provide a schematic service alternative for these two groupings of parcels.
4. Provide a planning level cost estimate for the proposed service scheme.
5. For the proposed plan to extend sewer service to unsewered areas, develop a financial analysis for three (3) potential funding scenarios; to be selected by the City.
6. Provide public involvement associated with this task. This will specifically include an estimated three public meetings.
7. Prepare a policy statement regarding the extension of sewer service to these two groupings of parcels.
8. Present proposed service scheme, estimated costs, rate impacts, and proposed policy to Staff and City Council.
9. Present findings in a project memorandum.

Subtask 240 Assumptions:
1. None.

Subtask 250 – Staff Workshops

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>T1 - Project Startup</td>
<td>Review/Finalize Project Management Plan</td>
</tr>
<tr>
<td></td>
<td>Confirm Basis of Design</td>
</tr>
<tr>
<td></td>
<td>Establish Decision Making Framework</td>
</tr>
<tr>
<td></td>
<td>Prepare for Council Meeting No. 1</td>
</tr>
<tr>
<td></td>
<td>Prepare for Navy/Stakeholder Workshop No. 1</td>
</tr>
<tr>
<td>T2 - Preliminary Alternatives Development</td>
<td>Evaluate Potential Treatment Process Options</td>
</tr>
<tr>
<td></td>
<td>Select Processes Options for Consideration (2)</td>
</tr>
<tr>
<td></td>
<td>Confirm Satellite MBR Requirements</td>
</tr>
<tr>
<td></td>
<td>Establish Non-process Requirements</td>
</tr>
<tr>
<td></td>
<td>Establish Basis for Site Footprint</td>
</tr>
<tr>
<td></td>
<td>Develop List of Potential Sites</td>
</tr>
<tr>
<td></td>
<td>Apply Site Screening to Select Candidate Sites</td>
</tr>
<tr>
<td></td>
<td>Establish Matrix of Preliminary Alternatives</td>
</tr>
<tr>
<td>T3 - Preliminary Alternatives Screening</td>
<td>Evaluate Matrix of Preliminary Alternatives (6)</td>
</tr>
<tr>
<td></td>
<td>Screen Alternatives to Short List (4)</td>
</tr>
</tbody>
</table>
**Subtask 250 Assumptions:**

1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

**Task 200 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) TM1 – Basis of Design</td>
<td>210</td>
<td>September 2010</td>
</tr>
<tr>
<td>(1) TM2 – Decision Making Methodology</td>
<td>210</td>
<td>January 2011</td>
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<tr>
<td>(1) TM3 – Treatment Process Evaluation</td>
<td>220</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) Architectural Programming Questionnaire and Narrative</td>
<td>220</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) Preliminary Geotechnical Assessment TM</td>
<td>230</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) TM4 – Preliminary Alternatives</td>
<td>230</td>
<td>April 2011</td>
</tr>
<tr>
<td>(1) Unsewered Area Feasibility Memorandum</td>
<td>240</td>
<td>March 2011</td>
</tr>
<tr>
<td>(3) Workshop Materials, Agenda, Minutes</td>
<td>250</td>
<td>Per Workshop Schedule</td>
</tr>
</tbody>
</table>

**TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING**

The objective of this task is to further refine and evaluate the short list of final alternatives to select a proposed alternative for preliminary design. The proposed alternative will define the recommended liquid and solids stream treatment processes, location for centralized and satellite facilities (if applicable), conveyance and collection system improvements, outfall location and necessary improvements, and potential uses for reclaimed water. Except as noted under assumptions, Consultant will provide the following services for Task 300:

**Subtask 310 – Final Alternatives Development and Screening**

Further refine the final short listed alternatives, adding technical detail to site layouts based on site mapping and additional geotechnical evaluation. Confirm hydraulics and collection/conveyance system requirements. Integrate the results of Subtask 420 – Final Outfall Analysis, and Subtask 510 – Preliminary Effluent Reuse Assessment. Update cost information and TBL+ evaluations of financial, social, environmental, and technical criteria and objectives. Prepare a final screening of alternatives to select a proposed alternative for preliminary design. Document results of final screening in TM7 – Final Alternatives.

**Subtask 311 – Site Mapping**

Provide background mapping and existing and readily available geographical information system (GIS) and survey data. Mapping will be developed as a basis for site planning at up to four (4) candidate sites. The mapping will show readily available information for property lines, existing structures, significant utilities, site topography, and other significant features.
Subtask 312 – Architectural Development
Conduct a one day field review and provide analysis of sites being considered for the new treatment plant in regards to contextual placement within the surrounding site conditions. Prepare conceptual site plan footprints for recommended facilities, coordinating with process engineers, landscape architects and with zoning requirements that may influence plant layouts on specific available site options. Provide graphic representation of appropriate site organization and utilization plans for the four (4) final alternatives. Prepare 3D renderings illustrating up to two (2) facility views for one site. Develop landscaping options and prepare up two (2) renderings showing site landscaping. Prepare order of magnitude estimated probable costs of non-process facilities and develop associated landscaping and architectural theme costs.

Subtask 310 Assumptions:
1. The budget for Subtask 311 assumes existing and readily available GIS and survey data are used, and does not include field visits or detailed surveys of sites or collection system/conveyance piping alignments.

Subtask 320 – Regional Biosolids Alternative Feasibility
The purpose of this subtask is to evaluate the feasibility of implementing a solids handling, stabilization, and biosolids disposal alternative on a regional basis, with participation from the following entities:
- City of Oak Harbor
- Navy Seaplane base
- NAS Ault Field
- Penn Cove Water/Sewer District
- City of Coupeville
- Island Septage

Except as noted under assumptions, Consultant will complete the following services for Subtask 320:

Gather and analyze historic solids production, hauling, and disposal records, including quantities and costs, from the regional entities. Estimate future solids production and handling requirements using growth projections provided by the entities.

Evaluate the capacity of the City of Oak Harbor's existing lagoons, and compare that capacity with the current and future solids loadings from the regional entities to determine the feasibility of using the existing lagoons for regional biosolids stabilization and storage. Estimate the capital cost of lagoon modifications and the operational and maintenance (O&M) costs for such a regional facility.

Estimate the size of a new and separate solids handling and stabilization facility to accept solids from the regional entities. Evaluate disposal alternatives for stabilized biosolids, including: composting; thermal drying; and trucking to an offsite location. Estimate the capital cost and annual O&M costs for such a regional facility.
Document the analysis and conclusions into a project memorandum that estimates the life-cycle costs and revenue potential to the City of Oak Harbor as the owner/operator of a regional solids facility.

**Subtask 320 Assumptions**

1. Consultant will estimate current and future solids loadings for the City of Oak Harbor, and assist the City in obtaining solids loadings for regional entities. Consultant will not perform independent analysis to determine current and future solids loadings from the regional entities.
2. City owned property near the intersection of Highway 20 and Sleeper Road will be considered as the regional biosolids handling site.

**Subtask 330 – Technical Workshops**

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>T4 – Final Alternatives Screening</td>
<td>Discuss Potential Reuse Opportunities</td>
</tr>
<tr>
<td></td>
<td>Evaluate Final Short Listed Alternatives (4)</td>
</tr>
<tr>
<td></td>
<td>Identify Proposed Alternative (1)</td>
</tr>
</tbody>
</table>

**Subtask 330 Assumptions:**

1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

**Task 300 Deliverables:**

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<thead>
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<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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</thead>
<tbody>
<tr>
<td>(1) TM7 – Final Alternatives</td>
<td>310</td>
<td>October 2011</td>
</tr>
<tr>
<td>(1) Site Mapping Using Available Data</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(4) Updated site utilization plans</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(2) 3D site/facility renderings</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(2) Site landscaping renderings</td>
<td>310</td>
<td>April 2011</td>
</tr>
<tr>
<td>(1) Regional Biosolids Management Feasibility Memorandum</td>
<td>320</td>
<td>July 2011</td>
</tr>
<tr>
<td>(2) Workshop Materials, Agenda, Minutes</td>
<td>330</td>
<td>Per Workshop Schedule</td>
</tr>
</tbody>
</table>
TASK 400 – OUTFALL EVALUATION

The objective of this task is to develop the criteria for saltwater outfall alternatives based on the preliminary and final alternatives being evaluated. Work performed under Task 400 will satisfy the following requirements of an Engineering Report under WAC 173-240-060:

- Degree of treatment required to meet applicable receiving water quality criteria.
- Document compliance with water quality standard outside authorized mixing zones.
- Detailed outfall and mixing zone analysis.

Except as noted under assumptions, Consultant will provide the following services for Task 400:

Subtask 410 – Discharge Alternatives and Performance Assessment

Due to their condition, the City has determined that neither the existing RBC outfall/diffuser nor the existing lagoon outfall/diffuser will meet future needs. This subtask will develop alternative diffuser sites and configurations, and then evaluate their effluent mixing and water quality impacts. This task will establish discharge alternatives (site location and diffuser configuration) for:

1. Outfall for RBC plant site in Oak Harbor (new or rehabilitated existing).
2. Outfall for an alternative site discharging to Oak Harbor or Crescent Harbor.

Subtask 411 – Outfall Inspections

Conduct visual inspections of the existing outfalls as required in Special Condition S11 of the NPDES permit. Both outfalls will be visually inspected and videotaped by experienced outfall design engineers. Rhodamine WT dye will be injected into the effluents to aid in locating and photographing the outfall and diffusers, and will also be used to detect leaks. The inspection will include the nearshore section of the RBC outfall that is being evaluated for a temporary repair. The results of the inspections will be presented in a written report and DVD video.

Subtask 412 – Outfall and Diffuser Alternatives

Establish alternative diffuser sites in both Oak Harbor and Crescent Harbor. For practical purposes related to aquatic land use authorizations, preference will be given to siting diffusers at the existing locations. Additional diffuser locations will be considered if there are cost or performance advantages. Up to three diffuser alternatives (length, number and spacing of diffuser ports) will be established at each site. Due to the history of sedimentation around the RBC diffuser, elasticomeric duckbill check valves will be considered.

Develop three outfall alignment and profile options (RBC outfall replacement to Oak Harbor, alternate site to Oak Harbor, alternate site to Crescent Harbor). Existing aerial base mapping and NOAA bathymetry will be used for the base map. Establish head loss ranges for diffuser alternatives. Establish pipeline diameter necessary for peak effluent flows and available discharge head. Perform a preliminary assessment of the utility of the two existing outfalls, based on existing drawings and dive inspection reports/videos. For the RBC outfall, evaluate potential slip lining alternative. Based on hydraulic analysis determine the need for effluent pumping for each alternative.

Subtask 413 – Shellfish Harvesting Areas and Aquatic Land Lease Assessment

Assess shellfish closure zone restrictions and potential geoduck damage payments for existing outfalls based on existing shellfish closure zones that have been established for the City's outfalls by the Washington Department of Health (DOH), and payments that have been pursued.
by the Department of Natural Resources (DNR) in other areas where outfalls interfere with commercial fishing harvests. Assess potential changes in the closure zones and resource payments as a function of treatment plant flow and treatment technology (e.g. activated sludge versus MBR effluent). Summarize benefits, negative impacts, and potential resource costs of various diffuser siting and treatment technology options. Coordinate analysis and conclusions with DOH shellfish program manager.

Subtask 414 – Mixing Zone Analysis and Water Quality Assessment
Prepare mixing zone studies for up to two (2) combinations of outfall location and design flows, to meet anticipated requirements for development of a future NPDES permit. The analysis will include:

- Determination of acute and chronic mixing zone dilution factors using the existing Ecology/EPA mixing zone models and receiving water data.
- Assessment of the “reasonable potential” to exceed water quality criteria beyond the mixing zone boundaries, which is a statistical test adopted by Ecology to assess the need for effluent limits in the NPDES permit.
- Determination of the potential effluent limitations for toxicants (e.g. ammonia, chlorine, metals) in future NPDES permits.
- Determine compliance with ambient temperature criteria at the mixing zone boundaries.
- Assessment of the potential to impact aquatic sediments using Ecology screening criteria for potential impacts and review of existing sediment data near outfalls.
- Assess potential future Whidbey Basin marine TMDL limitations for nutrient discharge.

Subtask 410 Assumptions:
1. Preliminary effluent flow rates (maximum month, maximum day, and peak instantaneous) and gravity head availability will be used to establish hydraulic capacity of existing outfalls.
2. An objective for Subtask 410 will be to provide outfall information and conclusions to support the wastewater facilities screening conducted in Task 200.

Subtask 420 – Final Outfall Analysis

Subtask 421 – Confirm Mixing, Water Quality, and Shellfish Models

Finalize the mixing zone modeling, water quality assessments, and shellfish closure zone evaluations (updated from the previous subtask) based on the final flow and treatment facility alternatives developed under Task 200.

Subtask 422 – Recommended Outfall Improvements

Develop preliminary recommendations for the upgrade or replacement of the existing outfalls. Data developed in the evaluation will include variations and combinations of design features for up to two (2) outfall options, including:

- Alignment and profile for each outfall option.
- Diffuser criteria for each outfall option (number and size of ports, spacing, and orientation).
• Hydraulic capacity for each outfall option (gravity and pumped as appropriate).
• Recommendations for repair or rehabilitation for existing outfalls (as appropriate).
• Shoreline construction requirements as appropriate for new or repair work.
• Pipeline materials, cathodic protection, anchoring, and construction methods.
• Recommendations for maintenance and prevention of siltation.
• Permitting overview.
• Opinions of probable construction cost.

Summarize the mixing zone analysis and recommended outfall improvements, and document results and recommendations in TM5 – Outfall Evaluation and Recommendations.

Subtask 420 Assumptions:
1. Subtask 420 will be conducted in parallel with the final wastewater treatment alternatives development and screening under Task 300.

Task 400 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outfall Inspection report and DVD for both existing outfalls</td>
<td>410</td>
<td>November 2010</td>
</tr>
<tr>
<td>(1) Preliminary Draft TM5 – Outfall Evaluation and Recommendations</td>
<td>410</td>
<td>November 2010</td>
</tr>
<tr>
<td>(1) TM5 – Outfall Evaluation and Recommendations</td>
<td>420</td>
<td>February 2011</td>
</tr>
</tbody>
</table>

TASK 500 – REUSE OPPORTUNITIES

The objective of this task is to evaluate the feasibility of beneficially reusing treated effluent produced by the proposed alternative. Except as noted under assumptions, Consultant will provide the following services under Task 500:

Subtask 510 – Preliminary Effluent Reuse Assessment

Develop and evaluate potential alternatives for reuse of treated effluent, including groundwater recharge, seasonal irrigation supply (urban and agricultural), in-plant use, and wetlands habitat augmentation/creation. Based on current regulations, identify treatment and facilities requirements, estimate land requirements and permitting restrictions, and prepare capital, operating, and life cycle cost estimates for up to two (2) potential reuse scenarios. Document results in TM6 – Reuse Opportunities.

Subtask 510 Assumptions:
1. The City of Oak Harbor will provide hydrogeologic reports, aquifer testing results, construction details and water quality analyses results for their groundwater sources.
2. No field exploration or field reconnaissance will be completed for this task.
Subtask 520 – Reuse Alternatives Development

The authorization and scope of this subtask will be developed pending the results of Subtask 510, and the outcome of the final alternatives screening process. If authorized by the City’s Project Manager, Budget for this Subtask will be reallocated from Task 900.

Task 500 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
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</thead>
<tbody>
<tr>
<td>(1) TM6 – Reuse Opportunities</td>
<td>510</td>
<td>June 2011</td>
</tr>
</tbody>
</table>

TASK 600 – FACILITIES PLAN

The objective of this task is to amend the City’s existing Comprehensive Sewer Plan and complete a Facilities Plan that includes all applicable sections outlined by WAC 173-240-060 and 40CFR 35.917-1. The Facilities Plan will be consistent with federal, state, and local regulations and policies, such as the Endangered Species Act (ESA), the Growth Management Act, the City of Oak Harbor Comprehensive Plan, and the amended City of Oak Harbor Comprehensive Sewer Plan. The Facilities Plan will be sufficiently complete so that plans and specifications can be developed without substantial changes. Except as noted under assumptions, Consultant will provide the following services under Task 600:

Subtask 610 – Comprehensive Sewer Plan Amendment

Review and amend the December 2008 Comprehensive Sewer Plan for Ecology approval. Prepare an amendment with new data and recommendations to provide consistency with the Facilities Plan. Deliver Draft Amendment to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Amendment will be provided. Following City review of the Draft Amendment, incorporate comments into an Agency Draft Amendment to be submitted to Ecology for review.

Subtask 610 Assumptions:

1. The December 2008 Comprehensive Sewer Plan has been approved by Ecology. Consultant will prepare a brief amendment reflecting the proposed alternative developed in the Facilities Plan, including: selected liquid/solids treatment process(s); facilities site(s); collection/conveyance improvements; outfall/reuse of treated effluent; project implementation plan; and updated financial plan.

2. The Comprehensive Sewer Plan Amendment will be reviewed with Ecology as a component of the Agency Draft Facilities Plan.

3. Environmental Documentation prepared for the Facilities Plan will satisfy requirements for amending the Comprehensive Sewer Plan.

Subtask 620 – Develop Draft Facilities Plan

Compile the findings and recommendations documented in the previously defined Scope of Services into a Draft Facilities Plan. The expected outline of the Facilities Plan is included as Attachment 3.
Subtask 621 – Final Proposed Alternative Development
Develop the final proposed alternative in sufficient detail to satisfy facilities planning requirements, including:

- Refine the recommended liquid and solid stream treatment alternative to establish preliminary facility layouts and footprints.
- Develop design data, sizing criteria, liquid and solids stream schematics, and an overall WWTP hydraulic profile that reflects the recommended upgrades.
- Prepare plant electrical facility needs including back-up power generation and plant-wide power distribution.
- Provide a preliminary I/O list for recommended improvements and recommendations for a system-wide SCADA system (treatment facility and collections system).
- Provide a summary of collection, conveyance, and outfall improvements.

Subtask 622 – Architectural Renderings
Providing select architectural drawings of the proposed alternative to establish building envelopes, edge conditions, and the architectural treatments. Refine/update the 3D model generated in Subtask 312 to establish building mass, roof lines, and edge conditions, and provide up to two (2) rendered views of the new facilities on the selected site. Architectural renderings will convey materials and finishes and the general theme of the plant as it relates to local design guidelines and site specific architectural context. Coordinate with process building layouts and refined landscaping plans, and prepare one (1) site plan to illustrate the proposed appearance of the site, showing general land forms, planting, plant entrance, and parking.

Subtask 623 – Implementation Plan
Prepare an implementation plan for the recommended alternative, including a project schedule, phasing plan, anticipated project cost for each phase, and expected cash expenditure for the improvements.

Subtask 624 – Financial Analysis
Evaluate potential capital funding sources to develop funding strategy alternatives for the City. Estimate timing associated with potential funding programs, discuss eligibility, and note anticipated or potential program changes.

Prepare a financial analysis showing the project costs, how the project can be funded, and the how the debt can be repaid over a 20-year period. Reflect anticipated increases in operation and maintenance (O&M) costs and growth in connections in the analysis, including the financial history of the sewer utility and current outstanding debt. Summarize results and prepare the financial analysis chapter of the Facilities Plan.

Subtask 625 – Draft Facilities Plan
Deliver Draft Facilities Plans to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Facilities Plan will be provided. Following City review of the Draft Facilities Plan, incorporate comments into an Agency Draft Facilities Plan to be submitted to Ecology for review.

Subtask 620 Assumptions:
1. The output of the City’s recent utility rate study will be used as the base for identifying history, policies and comparing funding strategies.
2. Infiltration and inflow (I/I) must be addressed to satisfy Ecology requirements for a Facilities Plan. Consultant will evaluate I/I according to Ecology Publication No. 97-03, using flow data provided by the City. It is assumed that the analysis will conclude with a determination of “Non-Excessive I/I”. Field investigation of I/I sources and an evaluation of projects to reduce I/I are not included in this Scope of Services.

3. The financial analysis will be prepared for selected alternative.

Subtask 630 – Respond to Agency Review Comments

Consolidate Agency review comments on the Facilities Plan and Comprehensive Sewer Plan Amendment, and prepare a response to each comment. Review comments and responses with the City and Ecology.

Subtask 630 Assumptions:

1. Ecology review of the Facilities Plan and Comprehensive Sewer Plan Amendment will be conducted concurrently with review and approval of Environmental Documents.

2. Agency review workshops conducted throughout the project are expected to result in a minimal number of comments and changes to the Facilities Plan and Comprehensive Sewer Plan Amendment.

Subtask 640 – Final Facilities Plan Development

Following review of the Agency Draft Facilities Plan and following approval of the Environmental Documents, incorporate Agency comments submit a Final Facilities Plan.

Subtask 640 Assumptions:

1. None.

Subtask 650 – Technical/Agency Review Workshops

Conduct Technical/Agency Review Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

<table>
<thead>
<tr>
<th>Staff/Agency Review Workshop</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 – Agency Draft Facilities Plan Review</td>
<td>Review Amended Comprehensive Sewer Plan</td>
</tr>
<tr>
<td>A2 – Review Comment Responses</td>
<td>Review Responses to Agency Comments</td>
</tr>
</tbody>
</table>

Subtask 650 Assumptions:

1. Technical Workshops will be held at City of Oak Harbor facilities.

2. Agency Review Workshops will be held at Ecology facilities in Bellevue.
3. Consultant Project Manager and required team members will attend workshops.
4. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

**Task 600 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10) Draft Comprehensive Sewer Plan Amendment</td>
<td>610</td>
<td>January 2012</td>
</tr>
<tr>
<td>(10) Agency Draft Comprehensive Sewer Plan Amendment</td>
<td>610</td>
<td>January 2012</td>
</tr>
<tr>
<td>Rendered Site Plan</td>
<td>620</td>
<td>November 2011</td>
</tr>
<tr>
<td>(4) 3D Renderings of Facilities</td>
<td>620</td>
<td>November 2011</td>
</tr>
<tr>
<td>(10) Draft Facilities Plan (for City review)</td>
<td>620</td>
<td>January 2012</td>
</tr>
<tr>
<td>(10) Final Comprehensive Sewer Plan Amendment</td>
<td>620</td>
<td>January 2012</td>
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<tr>
<td>Potential Capital Funding Sources TM</td>
<td>620</td>
<td>November 2012</td>
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<tr>
<td>Response to Agency Comments Log</td>
<td>630</td>
<td>June 2012</td>
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<tr>
<td>(10) Final Comprehensive Sewer Plan Amendment</td>
<td>640</td>
<td>July 2012</td>
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<tr>
<td>(10) Final Facilities Plan</td>
<td>640</td>
<td>July 2012</td>
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<td>Staff Workshop Materials, Agenda, Minutes</td>
<td>650</td>
<td>Per Workshop Schedule</td>
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<tr>
<td>Agency Review Workshop Materials, Agenda</td>
<td>650</td>
<td>Per Workshop Schedule</td>
</tr>
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**TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION**

Multiple environmental approvals are required for approval of the wastewater facilities plan and the comprehensive sewer plan amendment. The preferred alternative will have differing documentation requirements, depending upon the facility site, outfall improvements, and conveyance components. The environmental review and documentation task has been developed to encompass as many of these potentially differing requirements within a single document as possible, but will require finalization as the team proceeds through the alternative screening and review process.

Task 700 includes environmental documentation according to the National Environment Policy Act (NEPA), with either the Environmental Protection Agency (EPA) or Department of Defense as the NEPA lead agency. NEPA will be triggered by the need for approvals or permits from the Navy, or a funding request from the US EPA. NEPA compliance would also be triggered by a Corps of Engineers permit. The NEPA document will be adopted by the City for State Environmental Policy Act (SEPA) compliance, and will be used by the City to meet State Environmental Review Process (SERP) documentation requirements associated with submission of the Facilities Plan. This will also meet requirements for potential State Revolving Fund applications in the future.

The NEPA document will be an Environmental Assessment (EA), and it is assumed that NEPA EA will receive a Finding of No Significant Impact (FONSI). Meeting this determination will require that significant impacts can be identified and mitigated or avoided. The City will adopt
the EA to meet their SEPA requirements; at this time, we are assuming this would be a Mitigated DNS, consistent with the FONSI.

The objective of this task is to prepare documentation to evaluate the environmental impacts of the recommended project. Information to be gathered or issues to be addressed includes:

- Soils/erosion, based on Geotechnical Reconnaissance.
- Air quality/odor, based on qualitative odor assessment.
- Water quality, based on anticipated water quality impacts, wetlands delineation and impacts, and ground water impacts.
- Floodplain/flood insurance, based on information from Federal Emergency Management Agency (FEMA) maps.
- Fish and wildlife, based on information on existing animals on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Vegetation, based on information on existing vegetation on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Environmental health (biosolids), based on information on the quality of biosolids and potential health impacts.
- Environmental health (reclaimed water), based on information on the quality of reclaimed water and potential health impacts.
- Environmental health (hazardous materials), based on a list of hazardous materials that will be stored or used on the WWTP site.
- Noise, based on a qualitative description of typical noise level at the plant during both construction and operation.
- Compatibility with surrounding land use, based on land use information provided by the City.
- Aesthetics, based on architectural drawings and landscaping plans to illustrate the proposed appearance of the site.
- Historical and archaeological resources.
- Transportation.
- Funding.

Except as noted under assumptions, Consultant will provide the following services under Task 700:

**Subtask 710 – Environmental Services / NEPA/SEPA documentation**

Prepare an environmental assessment in accordance with the NEPA, conduct the required environmental reviews and studies; and release required notices and documents. Develop text, figures, and sections required to assemble prepared environmental documents to meet NEPA. This effort will rely heavily on previous documents, including the Facility Plan, prepared for the project with site specific information obtained as part of Tasks 200 and 300. Information will be incorporated from other tasks and outside sources such as public involvement and the cultural/historic resources review. Agency correspondence will be conducted and documented in accordance with NEPA requirements. This document will be used to meet the environmental
documentation requirements for the Facilities Plan. This approach will be finalized with the City and the NEPA lead agency during the alternative selection process.

**Subtask 710 Assumptions:**

1. The Consultant will meet with the City of Oak Harbor to formalize the proposed environmental document approach, based on anticipated funding requests and other requirements. This scope and accompanying budget is based on the assumption that the City will be submitting a Facilities Plan and will prepare a NEPA EA to meet the requirements of SERP documentation.

2. The City will issue the appropriate SEPA review document. It is assumed that document will be a Mitigated DNS, in accordance with a Finding of No Significant Impact (FONSI) from the NEPA process. If significant impacts are identified during the NEPA EA that do not warrant a FONSI, it will be necessary to revisit the SEPA process.

3. SERP documentation will be covered by the NEPA document.

4. The NEPA documentation will incorporate the findings and results of the Public Outreach program.

**Subtask 720 – Biological Assessment and Essential Fish Habitat (EFH)**

Prepare a biological assessment (BA) for species listed as threatened or endangered under the federal ESA, including Puget Sound Chumook salmon and bull trout, and candidate species, including Coho salmon. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the United States Fish and Wildlife Service (Services) under Section 7 of the ESA. The BA will address the recommended plan identified during Task 300 and described in the Facilities Plan. It is assumed that analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor. The project may result in a "no effect" determination and consultation with the federal services would not be required. This will be determined during the initial steps of the project. Subtasks will include the following:

- **Draft BA.** Prepare a draft BA for review by the City and Carollo. Included activities involved in preparation of the BA are:
  
  - Communications with the National Marine Fisheries Service (NMFS), US Fish and Wildlife Service (USFWS), and Washington Department of Fish and Wildlife (WDFW), to obtain habitat and species information.
  
  - Review of the literature and published information for each Listed, Proposed, and Candidate species identified by USFWS and NMFS occurring within the project area. This task also includes a site visit and a review of reports that have already been prepared for this project or similar projects in the vicinity.
  
  - Preparation of an internal review draft document.

- **Final BA.** Prepare a final BA document incorporating the City's and Carollo's comments on the draft report for submittal by the City to the Department of Ecology.

- **Consultation assistance.** Following submittal of the BA, provide responses to comments on the document by the federal action agency and the federal services (if appropriate) up to the hours indicated. It is assumed that Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required.

July 23, 2010
Formal consultation will not be required if there is a "No Effect" determination and EPA agrees with the determination.
- Attend at up to two meetings with Ecology and liaisons for both NMFS and USFWS during consultation.

Subtask 720 Assumptions:
1. Analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor.
2. ESA consultation is typically coordinated through the federal action agency, anticipated in this case to be Ecology on behalf of the Environmental Protection Agency (EPA), as outlined in the SERP guidelines. The existing wetland report and geotechnical study are assumed to be sufficient for the purposes of the BA.
3. The BA will be conducted for the recommended alternative, with appropriate level of design detail provided by Carollo.
4. An Essential Fish Habitat Assessment (EFH) will be submitted and reviewed as a component of the BA.
5. The project action area includes all locations at which the proposed project could potentially impact ESA listed species or their critical habitat including locations distant from the project site.
6. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the Services under Section 7 of the ESA.
7. Conclusion of the BA consultation process will be dictated by the timelines of the federal agency responses. Consultant will respond promptly to agency requests during the consultation process.
8. Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required. Formal consultation will not be required if there is a "No Effect" determination and EPA agrees with the determination.

Subtask 730 – Section 106 Compliance

Using Subtask 233 as a starting point, prepare a memorandum regarding historical and archaeological resources for inclusion in the Environmental Assessment. Prepare Section 106 consultation correspondence for signature of Federal lead agency.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Draft and Final NEPA EA</td>
<td>710</td>
<td>July 2012</td>
</tr>
<tr>
<td>(1) Draft and Final BA or No Affect Letter (electronic and 6 hard copies)</td>
<td>720</td>
<td>July 2012</td>
</tr>
<tr>
<td>Draft and Final responses (electronic) to federal agency comments</td>
<td>720</td>
<td>July 2012</td>
</tr>
</tbody>
</table>
TASK 800 – PUBLIC PROCESS SUPPORT

The objective of this task is to support successful project implementation by proactively identifying and addressing public and stakeholder issues. As defined below, the City will lead public process activities for the Project, with significant support from the Consultant. Except as noted under assumptions, Consultant will provide the following services for Task 800:

Subtask 810 – Public Process Planning

Participate in two (2) meetings with the City to develop a project-specific public/stakeholder involvement plan (PIP) that meets NEPA, SERP, and SEPA requirements and that identifies the following:

- Target audiences and issues;
- Anticipated schedule of activities;
- Interrelationships and responsibilities; and
- Public involvement tools for each phase of the project.

Prepare a Draft PIP, review with the City, make revisions, and produce a final PIP. Participate in coordinating phone calls with City of Oak Harbor staff to provide strategic advice on public involvement and communications issues as they arise throughout the Project.

Subtask 810 Assumptions:

1. Consultant will update the PIP once during the project.

Subtask 820 – Stakeholder Workshop Facilitation

Assist the City in planning and conducting Stakeholder Workshop No. 1. Participate in a preparation session for the workshop. Prepare a workshop plan in advance that identifies goals, objectives, agenda, roles and responsibilities, and materials. Produce presentation materials, and develop draft and final agendas. Facilitate the Stakeholder Workshop and produce one (1) draft and one (1) final summary (minutes).

Assist the City in planning and conducting up to three (3) meetings with the U.S. Navy to communicate project status and obtain feedback. For each meeting, provide technical, financial, and environmental information to assist discussions facilitated by the City.

Subtask 820 Assumptions:

1. Stakeholder Workshop No. 1 will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for Stakeholder Workshop No. 1 and deliver workshop materials to attendees.
3. In addition to City staff, it is anticipated that Stakeholder Workshop No. 1 attendees will include representatives of NASWI Public Works, local community members, local Tribes, and permitting agencies (Ecology, DOH, DNR, and the Army Corps of Engineers).
4. Consultant Project Manager will attend Navy meetings and provide technical information. City staff will facilitate discussion and summarize action items.
**Subtask 830 – Public Meeting Facilitation**

Assist the City in planning and conducting Public Meetings, defined below. Participate in up one (1) preparation session for each meeting. Facilitate the Public Meetings and produce one (1) draft and one (1) final summary (minutes). For each meeting: arrange for suitable meeting locations; prepare meeting plans; produce presentation materials; develop sign in sheets and public comment forms; develop draft and final agendas; and develop draft and final meeting announcements/save the date notices.

Throughout the Project, develop and maintain a contact list of stakeholders and interested parties. Maintain a log of public comments received outside of the public meetings (via the website, emails to project team staff, phone calls, etc.), and responses to public inquiries as requested by the City.

<table>
<thead>
<tr>
<th>Public Meeting</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1 – Public Meeting No. 1</td>
<td>Communicate Project Purpose and Objectives</td>
</tr>
<tr>
<td></td>
<td>Report Project Plan and Schedule</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Decision Making Methodology</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
<tr>
<td>P2 – Public Meeting No. 2</td>
<td>Report Results of Alternatives Screening</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Short Listed Alternatives (4)</td>
</tr>
<tr>
<td>P3 – Public Meeting No. 3</td>
<td>Obtain Input to Refine Proposed Alternative (1)</td>
</tr>
</tbody>
</table>

**Subtask 830 Assumptions:**

1. The City will arrange for meeting locations and facilities.
2. The City will publish announcements in the local paper and include notices of meetings on their website.
3. The City will pay for all costs related to mailings, including printing and postage.

**Subtask 840 – Council/Committee Meeting Participation**

Assist the City in planning and conducting Council/Committee Meetings, defined below. Prepare meeting objectives, agendas, roles and responsibilities, and presentation materials in advance of the meetings. Participate in up to one (1) preparation session for each meeting.

<table>
<thead>
<tr>
<th>Council/Committee Meeting</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 – Council Committee Meeting No. 1</td>
<td>Report Progress</td>
</tr>
<tr>
<td></td>
<td>Report Project Challenges and Opportunities</td>
</tr>
<tr>
<td>C2 – Council Workshop No. 1</td>
<td>Report Feedback from Stakeholders and Public Establish Decision Making Criteria</td>
</tr>
<tr>
<td></td>
<td>Process (basic technical and environmental)</td>
</tr>
<tr>
<td></td>
<td>Sites (policy considerations)</td>
</tr>
<tr>
<td></td>
<td>Alternatives (TBL+ objectives)</td>
</tr>
<tr>
<td>Task</td>
<td>Description</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>C3</td>
<td>Council Committee Meeting No. 2 Report Results of Alternative Screening</td>
</tr>
<tr>
<td></td>
<td>Report Feedback from Stakeholders and Public</td>
</tr>
<tr>
<td></td>
<td>Confirm Short Listed Alternatives (4)</td>
</tr>
<tr>
<td>C4</td>
<td>Council Committee Meeting No. 3 Report/Obtain Input on Proposed Alternative (1)</td>
</tr>
<tr>
<td>C5</td>
<td>Council Meeting No. 1 Confirm Proposed Alternative (1)</td>
</tr>
<tr>
<td>C6</td>
<td>Council Meeting No. 2 Report Feedback from Public and Stakeholders</td>
</tr>
<tr>
<td></td>
<td>Provide Overview of Draft Facilities Plan</td>
</tr>
<tr>
<td></td>
<td>Confirm Draft Facilities Plan Submission to Ecology</td>
</tr>
</tbody>
</table>

**Subtask 840 Assumptions:**

1. Council/Committee Meetings will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for meetings and deliver meeting materials to attendees.
3. Consultant staff will lead/facilitate and provide information for discussion at Council Workshops.
4. Consultant Project Manager will attend City Council Committee Meetings/City Council Meetings, and assist City staff in presenting technical information.

**Subtask 850 – Public/Stakeholder Involvement Product Development**

In consultation with City of Oak Harbor staff, develop a project website and periodically update the website content. Prepare one (1) draft and one (1) final project brochure for informing the public about the background, goals, and specifics of the project.

Other options for products and activities, subject to Oak Harbor authorization and decisions from the Public Involvement Plan include:

- One additional or updated brochure, likely focused on the range of alternatives.
- In consultation with City of Oak Harbor staff, the Consultant may produce a segment for the City of Oak Harbor public access channel. It is intended that the Consultant will prepare a script and be involved in organizing and producing these segments, but assumed that the City will do the actual filming and production. Assume City staff would appear in the video segment.
- Consultant will assist with strategy and development of presentations for local community groups that City staff would make.

**Task 850 Assumptions:**

1. All written or web materials and communications products will be reviewed and approved by City of Oak Harbor staff/consultants.
2. The City will print and send materials to the public.
3. Public Access TV facilities and costs are paid by the City.
### Task 800 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10) Stakeholder Interviews</td>
<td>810</td>
<td>October 2010</td>
</tr>
<tr>
<td>(1) Draft PIP</td>
<td>810</td>
<td>September 2010</td>
</tr>
<tr>
<td>(1) Final PIP</td>
<td>810</td>
<td>October 2010</td>
</tr>
<tr>
<td>(1) Stakeholder Workshop Plan, Agenda, Materials</td>
<td>820</td>
<td>November 2010</td>
</tr>
<tr>
<td>(3) Public Meeting Plan, Agenda, Materials</td>
<td>830</td>
<td>Per Public Meeting Schedule</td>
</tr>
<tr>
<td>(1) Council Workshop Plan, Agenda, Materials</td>
<td>840</td>
<td>December 2010</td>
</tr>
<tr>
<td>(5) Technical information/documents/presentations for City Council Committee/City Council Meetings</td>
<td>840</td>
<td>Per Council Committee/Council Meeting Schedule</td>
</tr>
<tr>
<td>(1) Project Website</td>
<td>850</td>
<td>November 2010</td>
</tr>
<tr>
<td>(12) Updates to Project Website</td>
<td>850</td>
<td>As Needed</td>
</tr>
<tr>
<td>(1) Project Brochure</td>
<td>850</td>
<td>March 2011</td>
</tr>
<tr>
<td>(1) Public Access TV Production Plan</td>
<td>850</td>
<td>As Needed</td>
</tr>
</tbody>
</table>

**TASK 900 – MANAGEMENT RESERVE**

This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City’s Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.
ATTACHMENT 3
City of Oak Harbor
PRELIMINARY ENGINEERING AND FACILITIES PLAN
DRAFT TABLE OF CONTENTS

EXECUTIVE SUMMARY

1.0 INTRODUCTION
   1.1 Purpose and Scope
   1.2 Study Area
   1.3 Related Documents

2.0 PLANNING AREA DEFINITION
   2.1 Existing Environment
   2.2 Land Use
   2.3 Sewer Service Area
   2.4 Population

3.0 EXISTING FACILITIES
   3.1 Collection System
   3.2 Treatment Facilities

4.0 WASTEWATER FLOWS AND LOADS
   4.1 Current Flows and Loads
   4.2 Projected Flows and Loads

5.0 REGULATORY REQUIREMENTS
   5.1 NPDES Permit Limits
   5.2 Reclaimed Water Opportunities
   5.3 Environmental Regulations

6.0 ALTERNATIVES DEVELOPMENT AND SCREENING
   6.1 Decision Making Methodology
   6.2 Wastewater Treatment Alternatives
   6.3 Effluent Discharge Alternatives
   6.4 Candidate Site Development
   6.5 Alternative Screening

7.0 PROPOSED ALTERNATIVE
   7.1 Wastewater Treatment Plant Site
   7.2 Collection and Conveyance System
   7.3 Wastewater Treatment Plant
   7.4 Effluent Discharge

8.0 IMPLEMENTATION
   8.1 Schedule
   8.2 Permitting and Regulatory Approval

9.0 FINANCIAL ANALYSIS
   9.1 Capital Cost Allocation
   9.2 Operations and Maintenance Cost Allocation
   9.3 Project Financing

May 28, 2010
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.

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6/17/2008 11:42 AM

CWF - Carollo Consultant Agreement Amend No. 12 - Attachment B

639
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.

---

*Exhibits - 6*

6/17/2008 11:42 AM
7. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT of any claims relating to the validity of a finding by the CITY of overpayment.
EXHIBIT D-1  
CONSULTANT FEE DETERMINATION - SUMMARY SHEET

Project: Preliminary Engineering and Facilities Plan

Direct Salary Cost (DSC):

<table>
<thead>
<tr>
<th>Classification</th>
<th>Man Hours</th>
<th>Rate</th>
<th>Cost</th>
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Total DSC = $___________

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _________% x $___________ $___________

Fixed Fee (FF):

FF Rate x DSC of _________% x $___________ $___________

Reimbursables:

Itemized $___________

Subconsultant Costs (See Exhibit "G"):

$___________

Grand Total $___________

Prepared by __________________________ Date __________________________

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6/17/2008 11:42 AM
EXHIBIT D-2
CONSULTANT FEE DETERMINATION - SUMMARY SHEET
(Specific Rates of Pay)

Please see Exhibit D-3.

Fee Schedule

<table>
<thead>
<tr>
<th>Discipline or Job Title</th>
<th>Hourly Rate</th>
<th>Overhead @___%</th>
<th>Profit @___%</th>
<th>Rate Per Hour</th>
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Exhibits - 9
6/17/2008 11:42 AM
### Cost Summary

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**City of Carlsbad**

Exhibit D-2

City of Carlsbad

Wastewater Treatment Plant Preliminary Design and Feasibility Plan

June 8, 2011
CWF - Carollo Consultant Agreement Amend No. 12 - Attachment B

DATE: May 11, 2012
SUBJECT: Consultant Agreement Amendment No. 2
WO#: 8549A00
copies TO: File

1218 THIRD AVENUE, SUITE 1600
SEATTLE, WASHINGTON 98101-3032
FAX: (206) 903-0419
PHONE: (206) 684-6532

TRANSMITTAL FORM

ADDRESS: City of Oak Harbor
865 Barrington Drive
Oak Harbor, WA 98277

ATTENTION: Connie Wheeler

THE FOLLOWING ITEMS ARE:

☐ REQUESTED ☐ REPORT ☐ COST ESTIMATE ☐ CALCULATIONS
☒ ENCLOSED ☐ TEST RESULT ☐ CHECK PRINT ☒ OTHER
☐ SENT SEPARATELY ☐ SPECIFICATION ☐ PROGRESS EST.

VIA: US Mail

<table>
<thead>
<tr>
<th>NO. OF COPIES</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>1</td>
<td>Signed, Amendment No.2 Form</td>
</tr>
<tr>
<td>1</td>
<td>Exhibit B – Scope of Services</td>
</tr>
</tbody>
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THESE DATA ARE SUBMITTED:

☐ AT YOUR REQUEST ☐ FOR YOUR REVIEW ☒ FOR YOUR FILES
☒ FOR YOUR APPROVAL ☒ FOR YOUR ACTION ☐ FOR YOUR INFORMATION

GENERAL REMARKS: Please sign and return one copy of each.

Sincerely,

CAROLLO ENGINEERS WASHINGTON, P.C.

By: Brian Matson, P.E.

Enclosures
<table>
<thead>
<tr>
<th>Consultant Agreement Amendment Number 2</th>
<th>Organization and Address</th>
</tr>
</thead>
</table>
| Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan | City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98239 |
| Project Number: 8549A.00 (ENG 09-07) | Execution Date  
09/16/10  
Completion Date (Prior)  
April 2013 |
| Project Title: Preliminary Engineering and Facilities Plan | New Maximum Amount Payable  
$1,089,561 |
| Description of Work: This phase of the work includes development of preliminary engineering and facilities plan |

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineering and executed on 09/16/2010 and identified as Preliminary Engineering and Facilities Plan.

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following: Please see attached Scope of Services.

SCOPE OF WORK is hereby changed and supplemented with the following:
PROJECT COMPLETION DATE AMENDED TO: No Change

PAYMENT shall be amended as follows:
The maximum payable amount of $1,089,561 does not change. The management reserve fund has been reduced by $3,404. This brings the fund's balance to $31,913.

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

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

By: [Signature]  
Vice President

Consultant Signature

By: [Signature]  
Approving Authority Signature

[Date]

EXHIBIT B - SCOPE OF SERVICES
AMENDMENT NO. 2 – May 7, 2012

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY ENGINEERING AND FACILITIES PLAN

AMENDMENT 2 PURPOSE
The City has requested to add a site (Crescent Harbor North) to the Triple Bottom Line Plus (TBL+) evaluation, increasing the total number of sites evaluated to ten (10). The purpose of Amendment 2 is to provide the additional scope for the environmental, cultural and geotechnical review of the Crescent Harbor North site.

SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT
No change to Task 100 Scope and Contract Limit

TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING

Subtask 230 – Preliminary Alternatives Screening

With the addition of the Crescent Harbor North site, additional environmental geotechnical and cultural review will be required. The following scope will be added to Subtasks 231, 232 and 233.

Subtask 231 – Environmental Review
Conduct a one (1) day field investigation and perform an initial environmental assessment of the Crescent Harbor North site. Identify sensitive areas, fish and wildlife impacts, wetlands, streams and shoreline impacts, site soils and sediments, effluent water quality impacts, potential permitting requirements, and other pertinent information that will use used to inform the final site selection decision. Document site visit and environmental impacts in a project memorandum.

Subtask 232 – Preliminary Geotechnical Assessment
Conduct a one (1) day field reconnaissance investigation and perform an initial geotechnical assessment of the Crescent Harbor North site. Base the assessment on available information, including geologic and other publicly available maps that document geotechnical conditions and geo-hazard considerations in the project vicinity.

Include information in a brief project memorandum summarizing the pertinent geotechnical issues that would impact site selection, design, and construction at the Crescent Harbor North site, including: anticipated soil types and groundwater conditions; identified geo-hazards (seismic/ liquefaction, slope stability, etc.); potential mitigation strategies; general foundation types including ground improvement techniques or other appropriate considerations; preliminary construction considerations including shoring and dewatering based on the assumed site conditions; and how the new site rates on a geotechnical perspective compared to the other evaluated sites.

May 7, 2012
Subtask 233 – Cultural Resources Review
Conduct background research to identify known cultural resources in the project vicinity of the Crescent Harbor North site using state records, historic maps and records, and other available information. Document findings in a project memorandum summarizing the identified cultural resources and the potential risks of encountering cultural resources at the Crescent Harbor North site.

Subtask 230 Assumptions:
The following assumptions were added to the Subtask 230 list of assumptions:
1. Subtask 232 will be performed based on existing and available geotechnical information/reports for the Crescent Harbor North site and vicinity. The Crescent Harbor North site will be evaluated (based on right-of-entry considerations). No geotechnical explorations will be conducted during this phase.
2. Subtask 233 assumes that no subsurface explorations will be conducted during this phase.

The Subtask Limit has been increased by $3,404 to reflect the additional scope.

TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING
No changes to Task 300 Scope and Contract Limit.

TASK 400 – OUTFALL EVALUATION
No changes to Task 400 Scope and Contract Limit.

TASK 500 – REUSE OPPORTUNITIES
No changes to Task 500 Scope and Contract Limit.

TASK 600 – FACILITIES PLAN
No changes to Task 600 Scope and Contract Limit.

TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION
No changes to Task 700 Scope and Contract Limit.

TASK 800 – PUBLIC PROCESS SUPPORT
No changes to Task 800 Scope and Contract Limit.

TASK 900 – MANAGEMENT RESERVE
This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City’s Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed,
negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.

Due to the increased scope for Subtask 230, the management reserve fund will decrease by $3,404. This will bring the fund’s balance to $31,913.
City of Oak Harbor, Engineering Division

Sincerely,

Please sign these original copies.

GENERAL

These Data Are Submitted:

<table>
<thead>
<tr>
<th>Description</th>
<th>No. of Copies</th>
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</thead>
<tbody>
<tr>
<td>Consultant Agreement Amendment 3 (Carollo - WWTP Project)</td>
<td>2</td>
</tr>
</tbody>
</table>

Via US Mail

Attention: Mayor Scott Dudley

City of Oak Harbor, WA 98277

855 SE Bainbridge Drive

TRANSMITTAL FORM

COPIES TO:

ENG-09-07

PROJECT:

Subject: Consultant Agreement Amendment 3

DATE: July 31, 2012
SCOPE OF WORK is hereby changed and supplemented with the following:

The changes to the agreement are described as follows:

All provisions in the basic agreement remain in effect except as expressly modified by this plan and executed as of 9/16/01.

The City of Oak Harbor and identifying Preliminary Engineering and Facilities

Designation of Work: This phase of the work includes development of Preliminary Engineering:

<table>
<thead>
<tr>
<th>Project Title: Preliminary Engineering and Facilities Plan</th>
<th>New Maximum Amount Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 2012 (Completion Date)</td>
<td>$1,089,561</td>
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</tbody>
</table>

Phone: 360-279-4322
513 SE Blaine Street
City of Oak Harbor
OAK HARBO1R1 WATER SERVICES

Consultant Agreement Amendment


CWF - Carollo Consultant Agreement Amend No. 12 - Attachment B
If you concern with this amendment and agree to the changes as stated above, please sign in the

contract.

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

attached. The remaining balance of the Management Reserve Fund is $13,309.82. The total amount of $18,084 for the additional services is

does not change. The Management Reserve Fund has been reduced by $18,084.

PAYMENT shall be amended as follows:


TIME OF COMPLETION - SCOPE OF SERVICES:

PROJECT COMPLETION DATE AMENDED TO: APRIL 2013
with WAC 173-240-060 and 40 CFR 35.917-1;  
3. Prepare Preliminary Design Information for approved Facilities Plan in compliance  
   and discharge options;  
2. Identify a proposed alternative for wastewater facilities.  
1. Prepare Technical Memoranda (TM) evaluating wastewater treatment process, sizing,

The objectives of the Project are to:  

**Project Objectives**  

- Startup, Training, and Facility Commissioning  
- Preparation of Operation and Maintenance Manuals  
- Construction Support Services  
- Final Design and Permitting  
- Final Design and Permitting  

Following the successful phase, though not specifically authorized by this contract, may include the

This phase of the work includes development of Preliminary Engineering and Facilities Plan.

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Final Alternatives Development and Screening

This Scope of Services is divided into the following tasks:

- Drawings/Design Microstation and Portable Document Format (PDF)
- Schedule/Microstation Project
- Schedule/Spreadsheet Excel
- Word Processing/Microstation Word

...using software as defined below.

Scope of Services


- Wastewater Treatment Plant Preliminary Engineering and Facility Plan Project (Project) as defined by this Scope of Services. Work products submitted electronically will be produced.

The following documents provide background information for this project:

### Related Documents

<table>
<thead>
<tr>
<th>Role</th>
<th>BHC Consultants</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESA Adiosion</td>
<td>PRGA Consultants</td>
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<tr>
<td>Public Meeting Facilitation</td>
<td>Bluebird Associates</td>
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<tr>
<td>Public Process Support</td>
<td>Michael Willis Architects</td>
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<tr>
<td>Environmental Support and Documentation</td>
<td>Cosmopolitan Engineering Group</td>
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<tr>
<td>Financial Analysis for Proposed Alternatives</td>
<td>Key Insures &amp; Associates</td>
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<tr>
<td>Geophysical Services</td>
<td>GeoInengers</td>
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<td>Architectural Services</td>
<td>Geotech Services</td>
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<tr>
<td>Landcape Architectural Services</td>
<td>Coon &amp; Associates</td>
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<tr>
<td>Cultural Resources Assessment Services</td>
<td>Carollo Consultants</td>
</tr>
<tr>
<td>Property Acquisition Support Services</td>
<td>Carollo Consultants</td>
</tr>
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Scope of Services: Carollo is authorized to use the following Subconsultants:

Project Team

1. Provide support for public agency and stakeholder involvement.
2. Provide the required supporting environmental documents.
3. Prepare the required supporting environmental documents.
4. Provide the required supporting environmental documents.
5. Provide the required supporting environmental documents.
Task 400  Outfall Evaluation  
Task 500  Reuse Opportunities  
Task 600  Facilities Plan  
Task 700  Environmental Review and Documentation  
Task 800  Public Process Support  
Task 900  Management Reserve  

PROJECT SCHEDULE  

A preliminary schedule for the Project is attached (Attachment 1). The Schedule defines anticipated durations for major tasks, Project milestones, and major deliverable dates, assuming Notice to Proceed (NTP) in August 2010. Throughout this Scope of Services, anticipated delivery dates for major deliverables are established based on this preliminary schedule. The Consultant and City recognize that the preliminary schedule and corresponding delivery dates are subject to change, should NTP be issued after August 2010 and/or for other reasons. Schedule changes may be approved by the City without an amendment to this Scope of Services, provided both Consultant and City staff approve of the change. An amendment modifying the Project schedule and dates for major deliverables will be issued if required by either the City or Consultant.  

TASK 100 – PROJECT MANAGEMENT  

The objective of this task is to manage and coordinate engineering and related services required for project completion. Except as noted under assumptions, Consultant will provide the following services for Task 100:  

Subtask 110 – Project Management Plan  

Complete a draft Project Management Plan (PMP) including scope, work plan and products, work breakdown structure, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of Notice to Proceed (NTP). Finalize the PMP following the Startup Workshop and receipt of City comments. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.  

Subtask 111 – Quality Management  

Develop and follow a Quality Management Plan (QMP) for the project to be included in the PMP. Review technical memos, documents, drawings, reports, etc. and address review comments addressed prior to submission in accordance with the QMP. For major work products (TM and Facilities Plan) develop a Record of Comment (ROC) to document City comments and Consultant responses.  

Subtask 110 Assumptions:  

1. A Draft PMP will be reviewed at the Project Startup Meeting.  
2. A Final PMP will be issued to incorporate City comments collected following the Project Startup Meeting.  
3. The PMP will be updated once during the project.
Subtask 120 – Project Monitoring and Reporting

Manage the project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Services. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City’s Project Manager with monthly invoices. Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work. Include a project S-curve developed using Earned Value Management (EVM) detailing anticipated progress, percent complete and percent billed for each month.

Subtask 120 Assumptions:

1. Total project duration is 32 months.

Subtask 130 – Project Management Meetings

Schedule and conduct Project Management Meetings throughout the project as directed by the City’s Project Manager. Meetings will be used to discuss project status, action items, and potential areas of concern. Publish meeting minutes with action items that require a response by team members, City staff, or other agencies identified at the meeting. A draft of the minutes will be submitted to the City within three (3) working days after the meeting. The final version will be submitted within five (5) working days after comments on the draft have been received from the City.

Subtask 130 Assumptions:

1. Up to eight (8) Project Management Meetings will be held.
2. Project Management Meetings will be held via teleconference.
3. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City’s Project Manager.

Subtask 140 – Project Team Website

Develop and maintain a collaborative Web Site accessible through the Internet by all project team members. The Web Site will be maintained from NTP through final approval of the Facilities Plan. Essential project information will be logged, recorded, and made available through this Web Site during the project, including:

- Project team and contact information.
- Calendar of events.
- Document library including agendas, presentation materials, meeting minutes, submittals, and deliverables.
- Updated Action List providing assignments and status.
- Decision Log.
Subtask 140 Assumptions:

1. Project Team Website will only be accessible to members of the project team (i.e. City and Consultant staff). Consultant will develop and maintain a project website for external use under Task 800 – Public Process Support.

Task 100 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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<tbody>
<tr>
<td>PMP</td>
<td>110</td>
<td>September 2010</td>
</tr>
<tr>
<td>Monthly Invoices and Progress Reports</td>
<td>120</td>
<td>Monthly</td>
</tr>
<tr>
<td>Project Management Meeting Agendas</td>
<td>130</td>
<td>As Needed</td>
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<tr>
<td>Project Management Meeting Action Items Log</td>
<td>130</td>
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<td>Project Team Website</td>
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<td>September 2010</td>
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TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to develop a matrix of preliminary alternatives (treatment process options and candidate sites) and identify a short list of final alternatives to be evaluated and refined in subsequent phases of work. Except as noted under assumptions, Consultant will provide the following services for Task 200:

Subtask 210 – Basis of Design Documentation

Subtask 211 – Engineering Basis of Design
Review and comment on previous projections developed by the City, and confirm population, flow, and waste load data for the Oak Harbor service area. Establish flow peaking factors (maximum month, maximum day, and peak hour) based on City-provided data. Using these projections and available plant loading data, establish loading estimates and peaking factors for flow, organics (BOD), total suspended solids (TSS), phosphorus and nitrogen loading to the plant.

Evaluate the City’s exiting National Pollutant Discharge Elimination System (NPDES) permit, potential future water quality requirements, and establish water quality objectives for conventional effluent parameters, nutrients, fecal coliform bacteria, temperature, and pH. Document basis of design (flows, loads, and effluent requirements) in TM1 – Basis of Design.

Subtask 212 – Decision Making Methodology
Treatment process options and candidate sites will be evaluated in a manner that is consistent with City policy objectives, and to meet basic technical, performance, and environmental requirements. Two (2) process options and up to nine (9) candidate sites will be placed into a matrix of preliminary alternatives. These preliminary alternatives will be screened using Triple Bottom Line Plus Technical (TBL+) methodology, considering financial, social, environmental, and technical criteria and objectives developed by the City and project team. A short list of five (5) alternatives (5 sites with corresponding process options) will be refined for subsequent TBL+ evaluation. A final list of alternatives (3 sites with corresponding process options) will be further refined and used to select the proposed alternative.
Coordinate with City staff to develop a list of basic policy, technical, performance, and environmental requirements that will be used to create the matrix of preliminary alternatives (Wastewater Treatment Plant [WWTP] process options and sites). Develop a list of TBL+ criteria and objectives to be used for preliminary and final alternatives evaluation. Document the basis for decision making in the Facilities Plan.

**Subtask 210 Assumptions:**

1. Population, flow, and loading data for the Oak Harbor service area will be based on the December 2008 Comprehensive Sewer Plan.

2. Meetings with regulatory stakeholders and City input will be used to establish potential future NPDES permit requirements. Negotiation of permit limits is not included in this Scope of Services.

3. A matrix of preliminary alternatives will be developed based on City policy and basic technical, performance, and environmental requirements.

4. Preliminary and final alternatives will be evaluated using the TBL+ approach.

**Subtask 220 – Preliminary Alternatives Development**

**Subtask 221 – Centralized Treatment Process Evaluation**

Develop and evaluate treatment process options to treat all flow from the City and NAS. Identify Washington Department of Ecology (Ecology) requirements for reliability and redundancy, and prepare conceptual design and cost information for processes being considered. Screen potential treatment process options using basic technical and performance requirements established by the project team, and identify up to two (2) process options to be included in the matrix of preliminary alternatives. For these options, develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs). Document the evaluation and recommended options in the Facilities Plan. The following facilities will be evaluated:

- **Preliminary/Primary Treatment.** Headworks (preliminary treatment) options, including influent pumping, screening grit removal, flow measurement, and influent sampling. Primary treatment options, including clarification and sludge pumping facilities.

- **Secondary Treatment.** Secondary (biological) treatment process options, including up to four (4) processes capable of meeting identified performance requirements. It is anticipated that more detailed technical and cost information will be developed for up to two (2) process options: activated sludge (AS) and membrane bioreactors (MBR).

- **Disinfection.** Disinfection options, including chlorination/dechlorination (using bulk or on-site generation of hypochlorite) and ultraviolet (UV) disinfection.

- **Solids Handling.** Solids handling options, including a range of processes to achieve a Class B biosolids product on-site, as well as continued use of existing solids handling facilities on an interim or permanent basis. The feasibility of providing biosolids stabilization and/or disposal on a regional basis will be evaluated by the Consultant under a separate task.

- **Odor Control.** Identify potential odor impacts, foul air treatment requirements to meet these impacts, and establish the basis for odor control facilities. Prepare conceptual
design information for odor control system components based on the treatment process options being considered.

- **Non-Process Facilities.** Evaluate space needs for plant administration, operation, maintenance, and laboratory facilities to support future treatment facilities through Architectural Programming. Develop a programming questionnaire to determine rough but conservative space needs for new non-process facilities. Interview City staff and prepare a brief Programming Narrative outlining preliminary space needs, laboratory requirements, maintenance functions and desired adjacencies to other plant space, and coordinate with process needs, landscaping, and zoning requirements. Integrate non-process facilities into diagrams, including structural footprints, roadways, and landscaping areas for up to two (2) alternative layouts. In addition to the plant non-process facilities, plan the space and accessibility needs for the potential to add education centers, tour group meeting areas, and interior and exterior public spaces to welcome and educate the public.

**Subtask 222 – Satellite MBR Facility Evaluation**
Develop conceptual level flow schematics, facility footprints, site layouts, and cost information (capital and life-cycle costs) for a satellite MBR facility treating up to 0.5 mgd of flow per Ecology requirements. Document the recommended option in the Facilities Plan.

**Subtask 223 – Candidate Site Inventory**
Develop a list of potential sites to locate a centralized WWTP and satellite MBR. Coordinate with City staff to identify potential sites for the recommended treatment options, considering factors such as: size (land area); location; ownership and real-estate considerations; conveyance system impacts; environmental impacts; land use restrictions; and adjacency to existing outfalls.

Screen potential sites based on City policy and using basic technical and environmental requirements, and establish a candidate site inventory to be included in the matrix of preliminary alternatives. Document the site development and screening process in the Facilities Plan.

**Subtask 220 Assumptions:**

1. None.

**Subtask 230 – Preliminary Alternatives Screening**

Pair recommended process options with candidate sites to develop a matrix of preliminary alternatives. Refine conceptual site layouts based on candidate site requirements and evaluate collection/conveyance system impacts. Integrate the results of Subtask 410 – Preliminary Outfall Assessment and confirm outfall options. Update cost information to reflect preliminary alternative layouts and system-wide impacts.

Develop an initial assessment of potential social impacts, including noise, odor potential, visual aesthetics, construction impacts, and long-term operation impacts. Develop a TBL+ analysis for up to eight (9) preliminary alternatives (9 sites with corresponding process options). Screen preliminary alternatives to a short list of five (5) alternatives (5 sites with corresponding process options), and document results in the Facilities Plan.
Subtask 231 – Environmental Review
Conduct a one day field investigation and perform an initial environmental assessment of candidate sites. Identify sensitive areas, fish and wildlife impacts, wetlands, streams and shoreline impacts, site soils and sediments, effluent water quality impacts, potential permitting requirements, and other pertinent information that will use used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives. Meet with City to finalize environmental documentation approach.

Subtask 232 – Preliminary Geotechnical Assessment
Conduct a one day field reconnaissance and perform an initial geotechnical assessment of the candidate sites. Base the assessment on available information, including geologic and other publicly available maps that document geotechnical conditions and geo-hazard considerations in the project vicinity.

Provide a TM summarizing the pertinent geotechnical issues that would impact site selection, design, and construction at the candidate sites, including: anticipated soil types and groundwater conditions; identified geo-hazards (seismic/ liquefaction, slope stability, etc.); potential mitigation strategies; general foundation types including ground improvement techniques or other appropriate considerations; and preliminary construction considerations including shoring and dewatering based on the assumed site conditions. Information will be used to rate preliminary alternatives on their ability to meet the established TBL+ criteria and objectives.

Subtask 233 – Cultural Resources Review
Conduct background research to identify known cultural resources in the project vicinity using state records, historic maps, and other available information.

Subtask 234 – Zoning/Land Use Review
Identify ownership, confirm code requirements and land use restrictions, and establish a preliminary estimate of property values that will be used to rate preliminary alternatives based on their ability to meet the established TBL+ criteria and objectives.

Subtask 230 Assumptions:

1. Subtask 232 assumes that the City of Oak Harbor will provide available geotechnical information/reports from site and vicinity. Up to five potential sites will be evaluated (based on right-of-entry considerations). No geotechnical explorations will be conducted during this phase.

2. Subtask 233 assumes that up to nine potential sites will be evaluated (based on right-of-entry considerations). No subsurface explorations will be conducted during this phase.

Subtask 240 – Evaluation of the Feasibility of Connecting Non-Sewered Residents

The City is interested in investigating the extension of sewer service beyond those parcels that are currently on sewers. Some of these parcels are within and some outside the current City limits. However, all parcels to be considered are within the Urban Growth Boundary (UGB) limits.
Those parcels outside the City limits fall into three categories: highly and fully developed, underdeveloped and non-conforming parcels. Attachment 2 identifies the eleven distinct areas that are within the UGB but outside the City limits.

Specific tasks associated with this work will include the following:

1. Investigate feasibility of extending sewer service to those parcels within the City limits.

2. Investigate the feasibility of extending sewer service to the eleven areas outside the City limits.

3. Provide a schematic service alternative for these two groupings of parcels.

4. Provide a planning level cost estimate for the proposed service scheme.

5. For the proposed plan to extend sewer service to unsewered areas, develop a financial analysis for three (3) potential funding scenarios; to be selected by the City.

6. Provide public involvement associated with this task. This will specifically include an estimated three public meetings.

7. Prepare a policy statement regarding the extension of sewer service to these two groupings of parcels.

8. Present proposed service scheme, estimated costs, rate impacts, and proposed policy to Staff and City Council.

9. Present findings in a project memorandum.

Subtask 240 Assumptions:

1. None.

Subtask 250 – Staff Workshops

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.
<table>
<thead>
<tr>
<th>Staff Workshop</th>
<th>Objectives</th>
</tr>
</thead>
</table>
| T1 - Project Startup              | Review/Finalize Project Management Plan  
|                                   | Confirm Basis of Design  
|                                   | Establish Decision Making Framework  
|                                   | Prepare for Council Meeting No. 1  
|                                   | Prepare for Navy/Stakeholder Workshop No. 1  
| T2 - Preliminary Alternatives     | Evaluate Potential Treatment Process Options  
| Development                        | Select Processes Options for Consideration (2)  
|                                   | Confirm Satellite MBR Requirements  
|                                   | Establish Non-process Requirements  
|                                   | Establish Basis for Site Footprint  
|                                   | Develop List of Potential Sites  
|                                   | Apply Site Screening to Select Candidate Sites  
|                                   | Establish Matrix of Preliminary Alternatives  
| T3 - Preliminary Alternatives     | Evaluate Matrix of Preliminary Alternatives (9 sites with corresponding process options)  
| Screening 1                        | Screen Alternatives to Short List (5 sites with corresponding process options)  

**Subtask 250 Assumptions:**

1. Workshops will be held at City of Oak Harbor facilities.

2. Consultant Project Manager and required team members will attend workshops.

3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

**Task 200 Deliverables:**

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<td>(1) Architectural Programming Questionnaire and</td>
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<td>March 2011</td>
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<td>Narrative</td>
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<td>(1) Preliminary Geotechnical Assessment TM</td>
<td>230</td>
<td>March 2011</td>
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<tr>
<td>(1) Unsewered Area Feasibility Memorandum</td>
<td>240</td>
<td>June 2011</td>
</tr>
<tr>
<td>(3) Workshop Materials, Agenda, Minutes</td>
<td>250</td>
<td>Per Workshop Schedule</td>
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</table>
TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING

The objective of this task is to further refine and evaluate the short list of final alternatives to select a proposed alternative for preliminary design. The proposed alternative will define the recommended liquid and solids stream treatment processes, location for centralized and satellite facilities (if applicable), conveyance and collection system improvements, outfall location and necessary improvements, and potential uses for reclaimed water. Except as noted under assumptions, Consultant will provide the following services for Task 300:

Subtask 310 – Final Alternatives Development and Screening

Further refine the final short listed alternatives, adding technical detail to site layouts based on site mapping and additional geotechnical evaluation. Confirm hydraulics and collection/conveyance system requirements. Integrate the results of Subtask 420 – Final Outfall Analysis, and Subtask 510 – Preliminary Effluent Reuse Assessment. Update cost information and TBL+ evaluations of financial, social, environmental, and technical criteria and objectives. Prepare a final screening of alternatives to select a proposed alternative for preliminary design. Document results of final screening in the Facilities Plan.

Subtask 311 – Site Mapping

Provide background mapping and existing and readily available geographical information system (GIS) data. Mapping will be developed as a basis for site planning at up to five (5) candidate sites. The mapping will show readily available information for property lines, existing structures, significant utilities, site topography, and other significant features.

Subtask 312 – Architectural Development

Conduct a one day field review and provide analysis of sites being considered for the new treatment plant in regards to contextual placement within the surrounding site conditions. Prepare conceptual site plan footprints for recommended facilities, coordinating with process engineers, landscape architects and with zoning requirements that may influence plant layouts on specific available site options. Provide graphic representation of appropriate site organization and utilization plans for three (3) of the five (5) sites recommended following the T3 workshop. Refine graphic layouts and site plans for all three (3) of the final short-listed sites recommended following the T4 workshop. Prepare 3D renderings illustrating up to two (2) facility views for the final site / process option. Develop landscaping options and prepare up two (2) renderings showing site landscaping for the final alternative site. Prepare order of magnitude estimated probable costs of non-process facilities and develop associated landscaping and architectural theme costs.

Subtask 310 Assumptions:

1. The budget for Subtask 311 assumes existing and readily available GIS data are used, and does not include field visits or detailed surveys of sites or collection system/conveyance piping alignments.

Subtask 320 – Regional Biosolids Alternative Feasibility

The purpose of this subtask is to evaluate the feasibility of implementing a solids handling, stabilization, and biosolids disposal alternative on a regional basis, with participation from the following entities:
• City of Oak Harbor
• Navy Seaplane base
• NAS Ault Field
• Penn Cove Water/Sewer District
• City of Coupeville
• Island Septage

Except as noted under assumptions, Consultant will complete the following services for Subtask 320:

Gather and analyze historic solids production, hauling, and disposal records, including quantities and costs, from the regional entities. Estimate future solids production and handling requirements using growth projections provided by the entities.

Evaluate the capacity of the City of Oak Harbor’s existing lagoons, and compare that capacity with the current and future solids loadings from the regional entities to determine the feasibility of using the existing lagoons for regional biosolids stabilization and storage. Estimate the capital cost of lagoon modifications and the operational and maintenance (O&M) costs for such a regional facility.

Estimate the size of a new and separate solids handling and stabilization facility to accept solids from the regional entities. Evaluate disposal alternatives for stabilized biosolids, including: composting; thermal drying; and trucking to an offsite location. Estimate the capital cost and annual O&M costs for such a regional facility.

Document the analysis and conclusions into a project memorandum that estimates the life-cycle costs and revenue potential to the City of Oak Harbor as the owner/operator of a regional solids facility.

**Subtask 320 Assumptions**

1. Consultant will estimate current and future solids loadings for the City of Oak Harbor, and assist the City in obtaining solids loadings for regional entities. Consultant will not perform independent analysis to determine current and future solids loadings from the regional entities.

2. City owned property near the intersection of Highway 20 and Sleeper Road will be considered as the regional biosolids handling site.

**Subtask 330 – Technical Workshops**

Conduct Technical Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.
<table>
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<th>Staff Workshop</th>
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<tr>
<td>T4 – Preliminary Alternatives Screening 2</td>
<td>Evaluate Short Listed Alternative (5 sites with corresponding process options)</td>
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<tr>
<td></td>
<td>Refine conveyance, pumping and piping requirements for final alternatives.</td>
</tr>
<tr>
<td></td>
<td>Screen to Final Alternatives (3 sites with corresponding process options)</td>
</tr>
<tr>
<td>T5 – Final Alternatives Screening</td>
<td>Discuss Potential Reuse Opportunities</td>
</tr>
<tr>
<td></td>
<td>Evaluate Final Short Listed Alternatives (3 sites with corresponding process options)</td>
</tr>
<tr>
<td></td>
<td>Identify Proposed Alternative (1 site/process option)</td>
</tr>
</tbody>
</table>

**Subtask 330 Assumptions:**

1. Workshops will be held at City of Oak Harbor facilities.
2. Consultant Project Manager and required team members will attend workshops.
3. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

**Task 300 Deliverables:**

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<td>(4) Updated site utilization plans</td>
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<tr>
<td>(2) 3D site/facility renderings</td>
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<td>April 2011</td>
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<td>(2) Site landscaping renderings</td>
<td>310</td>
<td>December 2011</td>
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<tr>
<td>(1) Regional Biosolids Management Feasibility Memorandum</td>
<td>320</td>
<td>July 2011</td>
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<tr>
<td>(2) Workshop Materials, Agenda, Minutes</td>
<td>330</td>
<td>Per Workshop Schedule</td>
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</table>

**TASK 400 – OUTFALL EVALUATION**

The objective of this task is to develop the criteria for saltwater outfall alternatives based on the preliminary and final alternatives being evaluated. Work performed under Task 400 will satisfy the following requirements of an Engineering Report under WAC 173-240-060:

- Degree of treatment required to meet applicable receiving water quality criteria.
- Document compliance with water quality standard outside authorized mixing zones.
- Detailed outfall and mixing zone analysis.

Except as noted under assumptions, Consultant will provide the following services for Task 400:
Subtask 410 – Discharge Alternatives and Performance Assessment

Due to their condition, the City has determined that neither the existing RBC outfall/diffuser nor the existing lagoon outfall/diffuser will meet future needs. This subtask will develop alternative diffuser sites and configurations, and then evaluate their effluent mixing and water quality impacts. This task will establish discharge alternatives (site location and diffuser configuration) for:

1. Outfall for RBC plant site in Oak Harbor (new or rehabilitated existing).
2. Outfall for an alternative site discharging to Oak Harbor or Crescent Harbor.

Subtask 411 – Outfall Inspections

Conduct visual inspections of the existing outfalls as required in Special Condition S11 of the NPDES permit. Both outfalls will be visually inspected and videotaped by experienced outfall design engineers. Rhodamine WT dye will be injected into the effluents to aid in locating and photographing the outfall and diffusers, and will also be used to detect leaks. The inspection will include the near shore section of the RBC outfall that is being evaluated for a temporary repair. The results of the inspections will be presented in a written report and DVD video.

Subtask 412 – Outfall and Diffuser Alternatives

Establish alternative diffuser sites in both Oak Harbor and Crescent Harbor. For practical purposes related to aquatic land use authorizations, preference will be given to siting diffusers at the existing locations. Additional diffuser locations will be considered if there are cost or performance advantages. Up to three diffuser alternatives (length, number and spacing of diffuser ports) will be established at each site. Due to the history of sedimentation around the RBC diffuser, elastomeric duckbill check valves will be considered.

Develop three outfall alignment and profile options (RBC outfall replacement to Oak Harbor, alternate site to Oak Harbor, alternate site to Crescent Harbor). Existing aerial base mapping and NOAA bathymetry will be used for the base map. Establish head loss ranges for diffuser alternatives. Establish pipeline diameter necessary for peak effluent flows and available discharge head. Perform a preliminary assessment of the utility of the two existing outfalls, based on existing drawings and dive inspection reports/videos. For the RBC outfall, evaluate potential slip lining alternative. Based on hydraulic analysis determine the need for effluent pumping for each alternative.

Subtask 413 – Shellfish Harvesting Areas and Aquatic Land Lease Assessment

Assess shellfish closure zone restrictions and potential geoduck damage payments for existing outfalls based on existing shellfish closure zones that have been established for the City’s outfalls by the Washington Department of Health (DOH), and payments that have been pursued by the Department of Natural Resources (DNR) in other areas where outfalls interfere with commercial fishing harvests. Assess potential changes in the closure zones and resource payments as a function of treatment plant flow and treatment technology (e.g. activated sludge versus MBR effluent). Summarize benefits, negative impacts, and potential resource costs of various diffuser siting and treatment technology options. Coordinate analysis and conclusions with DOH shellfish program manager.
Subtask 414 – Mixing Zone Analysis and Water Quality Assessment

Prepare mixing zone studies for up to two (2) combinations of outfall location and design flows, to meet anticipated requirements for development of a future NPDES permit. The analysis will include:

- Determination of acute and chronic mixing zone dilution factors using the existing Ecology/EPA mixing zone models and receiving water data.
- Assessment of the “reasonable potential” to exceed water quality criteria beyond the mixing zone boundaries, which is a statistical test adopted by Ecology to assess the need for effluent limits in the NPDES permit.
- Determination of the potential effluent limitations for toxicants (e.g. ammonia, chlorine, metals) in future NPDES permits.
- Determine compliance with ambient temperature criteria at the mixing zone boundaries.
- Assessment of the potential to impact aquatic sediments using Ecology screening criteria for potential impacts and review of existing sediment data near outfalls.
- Assess potential future Whidbey Basin marine TMDL limitations for nutrient discharge.

Subtask 410 Assumptions:

1. Preliminary effluent flow rates (maximum month, maximum day, and peak instantaneous) and gravity head availability will be used to establish hydraulic capacity of existing outfalls.

2. An objective for Subtask 410 will be to provide outfall information and conclusions to support the wastewater facilities screening conducted in Task 200.

Subtask 420 – Final Outfall Analysis

Subtask 421 – Confirm Mixing, Water Quality, and Shellfish Models

Finalize the mixing zone modeling, water quality assessments, and shellfish closure zone evaluations (updated from the previous subtask) based on the final flow and treatment facility alternatives developed under Task 200.

Subtask 422 – Recommended Outfall Improvements

Develop preliminary recommendations for the upgrade or replacement of the existing outfalls. Data developed in the evaluation will include variations and combinations of design features for up to two (2) outfall options, including:

- Alignment and profile for each outfall option.
- Diffuser criteria for each outfall option (number and size of ports, spacing, and orientation).
- Hydraulic capacity for each outfall option (gravity and pumped as appropriate).
- Recommendations for repair or rehabilitation for existing outfalls (as appropriate).
- Shoreline construction requirements as appropriate for new or repair work.
- Pipeline materials, cathodic protection, anchoring, and construction methods.
• Recommendations for maintenance and prevention of siltation.
• Permitting overview.
• Opinions of probable construction cost.

Summarize the mixing zone analysis and recommended outfall improvements, and document results and recommendations in TM5 – Outfall Evaluation and Recommendations.

Subtask 420 Assumptions:

1. Subtask 420 will be conducted in parallel with the final wastewater treatment alternatives development and screening under Task 300.

Task 400 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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<tr>
<td>Outfall inspection report and DVD for both existing outfalls</td>
<td>410</td>
<td>November 2010</td>
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<tr>
<td>(1) Preliminary Draft TM5 – Outfall Evaluation and Recommendations</td>
<td>410</td>
<td>November 2010</td>
</tr>
<tr>
<td>(1) TM5 – Outfall Evaluation and Recommendations</td>
<td>420</td>
<td>July 2011</td>
</tr>
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</table>

TASK 500 – REUSE OPPORTUNITIES

The objective of this task is to evaluate the feasibility of beneficially reusing treated effluent produced by the proposed alternative. Except as noted under assumptions, Consultant will provide the following services under Task 500:

Subtask 510 – Preliminary Effluent Reuse Assessment

Discuss potential alternatives for reuse of treated effluent, including, seasonal irrigation supply (urban and agricultural), wetlands habitat augmentation/creation and in-plant use to meet Ecology requirements for facilities planning. Based on current regulations, identify treatment and facilities requirements, estimate land requirements and permitting restrictions, and prepare capital, operating, and life cycle cost estimates for up to two (2) potential reuse scenarios.

Subtask 510 Assumptions:

1. Budget for subtask 510 is based on requirements for facilities planning as defined in RCW 90.48.112. "The evaluation of any plans submitted under RCW 90.48.110 must include consideration of opportunities for the use of reclaimed water as defined in RCW 90.46.010. Wastewater plans submitted under RCW 90.48.110 must include a statement describing how applicable reclamation and reuse elements will be coordinated as required under RCW 90.46.120."
Subtask 520 – Reuse Alternatives Development

The authorization and scope of this subtask will be developed pending the results of Subtask 510, and the outcome of the final alternatives screening process. If authorized by the City’s Project Manager, Budget for this Subtask will be reallocated from Task 900.

**Task 500 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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</thead>
<tbody>
<tr>
<td>Included in Task 600</td>
<td>510</td>
<td>April 2012</td>
</tr>
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**TASK 600 – FACILITIES PLAN**

The objective of this task is to amend the City’s existing Comprehensive Sewer Plan and complete a Facilities Plan that includes all applicable sections outlined by WAC 173-240-060 and 40CFR 35.917-1. The Facilities Plan will be consistent with federal, state, and local regulations and policies, such as the Endangered Species Act (ESA), the Growth Management Act, the City of Oak Harbor Comprehensive Plan, and the amended City of Oak Harbor Comprehensive Sewer Plan. The Facilities Plan will be sufficiently complete so that plans and specifications can be developed without substantial changes. Except as noted under assumptions, Consultant will provide the following services under Task 600:

**Subtask 610 – Comprehensive Sewer Plan Amendment**

Review and amend the December 2008 Comprehensive Sewer Plan for Ecology approval. Prepare an amendment with new data and recommendations to provide consistency with the Facilities Plan. Deliver Draft Amendment to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Amendment will be provided. Following City review of the Draft Amendment, incorporate comments into an Agency Draft Amendment to be submitted to Ecology for review.

**Subtask 610 Assumptions:**

1. The December 2008 Comprehensive Sewer Plan has been approved by Ecology. Consultant will prepare a brief amendment reflecting the proposed alternative developed in the Facilities Plan, including: selected liquid/solids treatment process(s); facilities site(s); collection/conveyance improvements; outfall/reuse of treated effluent; project implementation plan; and updated financial plan.

2. The Comprehensive Sewer Plan Amendment will be reviewed with Ecology as a component of the Agency Draft Facilities Plan.

3. Environmental Documentation prepared for the Facilities Plan will satisfy requirements for amending the Comprehensive Sewer Plan.

**Subtask 620 – Develop Draft Facilities Plan**

Compile the findings and recommendations documented in the previously defined Scope of Services into a Draft Facilities Plan. The expected outline of the Facilities Plan is included as Attachment 3.
Subtask 621 – Final Proposed Alternative Development
Develop the final proposed alternative in sufficient detail to satisfy facilities planning requirements, including:

- Refine the recommended liquid and solid stream treatment alternative to establish preliminary facility layouts and footprints.
- Develop design data, sizing criteria, liquid and solids stream schematics, and an overall WWTP hydraulic profile that reflects the recommended upgrades.
- Estimate plant electrical, instrumentation, and control requirements as a basis for future design.
- Provide a summary of collection, conveyance, and outfall improvements.

Subtask 622 – Architectural Renderings
Providing select architectural drawings of the proposed alternative to establish building envelopes, edge conditions, and the architectural treatments. Refine/update the 3D model generated in Subtask 312 to establish building mass, roof lines, and edge conditions, and provide up to two (2) rendered views of the new facilities on the selected site. Architectural renderings will convey materials and finishes and the general theme of the plant as it relates to local design guidelines and site specific architectural context. Coordinate with process building layouts and refined landscaping plans, and prepare one (1) site plan to illustrate the proposed appearance of the site, showing general land forms, planting, plant entrance, and parking.

Subtask 623 – Implementation Plan
Prepare an implementation plan for the recommended alternative, including a project schedule, phasing plan, anticipated project cost for each phase, and expected cash expenditure for the improvements.

Subtask 624 – Financial Analysis
Evaluate potential capital funding sources to develop funding strategy alternatives for the City. Estimate timing associated with potential funding programs, discuss eligibility, and note anticipated or potential program changes.

Prepare a financial analysis showing the project costs, how the project can be funded, and how the debt can be repaid over a 20-year period. Reflect anticipated increases in operation and maintenance (O&M) costs and growth in connections in the analysis, including the financial history of the sewer utility and current outstanding debt. Summarize results and prepare the financial analysis chapter of the Facilities Plan.

Subtask 625 – Draft Facilities Plan
Deliver Draft Facilities Plans to the City in electronic (PDF) and hard copy format. Ten (10) hard copies of the Draft Facilities Plan will be provided. Following City review of the Draft Facilities Plan, incorporate comments into an Agency Draft Facilities Plan to be submitted to Ecology for review.

Subtask 620 Assumptions:

1. The output of the City’s recent utility rate study will be used as the base for identifying history, policies and comparing funding strategies.
2. Infiltration and inflow (I/I) must be addressed to satisfy Ecology requirements for a Facilities Plan. Consultant will evaluate I/I according to Ecology Publication No. 97-03, using flow data provided by the City. It is assumed that the analysis will conclude with a determination of "Non-Excessive I/I." Field investigation of I/I sources and an evaluation of projects to reduce I/I are not included in this Scope of Services.

3. The financial analysis will be prepared for selected alternative.

Subtask 630 – Respond to Agency Review Comments

Consolidate Agency review comments on the Facilities Plan and Comprehensive Sewer Plan Amendment, and prepare a response to each comment. Review comments and responses with the City and Ecology.

Subtask 630 Assumptions:

1. Ecology review of the Facilities Plan and Comprehensive Sewer Plan Amendment will be conducted concurrently with review and approval of Environmental Documents.

2. Agency review workshops conducted throughout the project are expected to result in a minimal number of comments and changes to the Facilities Plan and Comprehensive Sewer Plan Amendment.

Subtask 640 – Final Facilities Plan Development

Following review of the Agency Draft Facilities Plan and following approval of the Environmental Documents, incorporate Agency comments submit a Final Facilities Plan.

Subtask 640 Assumptions:

1. None.

Subtask 650 – Technical/Agency Review Workshops

Conduct Technical/Agency Review Workshops identified below. Distribute an agenda and supporting information through the City Project Manager to all invited attendees at least five (5) business days in advance of each workshop. Prepare and submit minutes, action items, and decisions to the attendees and other interested parties within five (5) business days after each workshop.

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<thead>
<tr>
<th>Staff/Agency Review Workshop</th>
<th>Objectives</th>
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<tbody>
<tr>
<td>A1 – Agency Draft Facilities Plan Review</td>
<td>Review Amended Comprehensive Sewer Plan</td>
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<tr>
<td></td>
<td>Review Agency Draft Facilities Plan</td>
</tr>
<tr>
<td>A2 – Review Comment Responses</td>
<td>Review Responses to Agency Comments</td>
</tr>
</tbody>
</table>
**Subtask 650 Assumptions:**

1. Technical Workshops will be held at City of Oak Harbor facilities.

2. Agency Review Workshops will be held at Ecology facilities in Bellevue.

3. Consultant Project Manager and required team members will attend workshops.

4. Workshops will be scheduled at least ten (10) business days in advance unless extenuating circumstances require otherwise.

**Task 600 Deliverables:**

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<td>(10) Agency Draft Comprehensive Sewer Plan Amendment</td>
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<td>(1) Rendered Site Plan</td>
<td>620</td>
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<tr>
<td>(4) 3D Renderings of Facilities</td>
<td>620</td>
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<tr>
<td>(10) Draft Facilities Plan (for City review)</td>
<td>620</td>
<td>April 2012</td>
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<td>(10) Agency Draft Facilities Plan</td>
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<td>(1) Potential Capital Funding Sources TM</td>
<td>620</td>
<td>November 2012</td>
</tr>
<tr>
<td>(1) Response to Agency Comments Log</td>
<td>630</td>
<td>September 2012</td>
</tr>
<tr>
<td>(10) Final Comprehensive Sewer Plan Amendment</td>
<td>640</td>
<td>October 2012</td>
</tr>
<tr>
<td>(10) Final Facilities Plan</td>
<td>640</td>
<td>October 2012</td>
</tr>
<tr>
<td>(2) Staff Workshop Materials, Agenda, Minutes</td>
<td>650</td>
<td>Per Workshop Schedule</td>
</tr>
<tr>
<td>(2) Agency Review Workshop Materials, Agenda</td>
<td>650</td>
<td>Per Workshop Schedule</td>
</tr>
</tbody>
</table>

**TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION**

Multiple environmental approvals are required for approval of the wastewater facilities plan and the comprehensive sewer plan amendment. The preferred alternative will have differing documentation requirements, depending upon the facility site, outfall improvements, and conveyance components. The environmental review and documentation task has been developed to encompass as many of these potentially differing requirements within a single document as possible, but will require finalization as the team proceeds through the alternative screening and review process.

Task 700 includes environmental documentation according to the National Environment Policy Act (NEPA), with either the Environmental Protection Agency (EPA) or Department of Defense as the NEPA lead agency. NEPA will be triggered by the need for approvals or permits from the Navy, or a funding request from the US EPA. NEPA compliance would also be triggered by a Corps of Engineers permit. The NEPA document will be adopted by the City for State
Environmental Policy Act (SEPA) compliance, and will be used by the City to meet State Environmental Review Process (SERP) documentation requirements associated with submission of the Facilities Plan. This will also meet requirements for potential State Revolving Fund applications in the future.

The NEPA document will be an Environmental Assessment (EA), and it is assumed that NEPA EA will receive a Finding of No Significant Impact (FONSI). Meeting this determination will require that significant impacts can be identified and mitigated or avoided. The City will adopt the EA to meet their SEPA requirements; at this time, we are assuming this would be a Mitigated DNS, consistent with the FONSI.

The objective of this task is to prepare documentation to evaluate the environmental impacts of the recommended project. Information to be gathered or issues to be addressed includes:

- Soils/erosion, based on Geotechnical Reconnaissance.
- Air quality/odor, based on qualitative odor assessment.
- Water quality, based on anticipated water quality impacts, wetlands delineation and impacts, and ground water impacts.
- Floodplain/flood insurance, based on information from Federal Emergency Management Agency (FEMA) maps.
- Fish and wildlife, based on information on existing animals on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Vegetation, based on information on existing vegetation on the proposed plant site, potential discharge pipe alignments and potential outfall sites.
- Environmental health (biosolids) based on information on the quality of biosolids and potential health impacts.
- Environmental health (reclaimed water), based on information on the quality of reclaimed water and potential health impacts.
- Environmental health (hazardous materials), based on a list of hazardous materials that will be stored or used on the WWTP site.
- Noise, based on a qualitative description of typical noise level at the plant during both construction and operation.
- Compatibility with surrounding land use, based on land use information provided by the City.
- Aesthetics, based on architectural drawings and landscaping plans to illustrate the proposed appearance of the site.
- Historical and archaeological resources.
- Transportation.
- Funding.

Except as noted under assumptions, Consultant will provide the following services under Task 700:

**Subtask 710 – Environmental Services / NEPA/SEPA documentation**

Prepare an environmental assessment in accordance with the NEPA, conduct the required environmental reviews and studies; and release required notices and documents. Develop text,
figures, and sections required to assemble prepared environmental documents to meet NEPA. This effort will rely heavily on previous documents, including the Facility Plan, prepared for the project with site specific information obtained as part of Tasks 200 and 300. Information will be incorporated from other tasks and outside sources such as public involvement and the cultural/historic resources review. Agency correspondence will be conducted and documented in accordance with NEPA requirements. This document will be used to meet the environmental documentation requirements for the Facilities Plan. This approach will be finalized with the City and the NEPA lead agency during the alternative selection process.

**Subtask 710 Assumptions:**

1. The Consultant will meet with the City of Oak Harbor to formalize the proposed environmental document approach, based on anticipated funding requests and other requirements. This scope and accompanying budget is based on the assumption that the City will be submitting a Facilities Plan and will prepare a NEPA EA to meet the requirements of SERP documentation.

2. The City will issue the appropriate SEPA review document. It is assumed that document will be a Mitigated DNS, in accordance with a Finding of No Significant Impact (FONSI) from the NEPA process. If significant impacts are identified during the NEPA EA that do not warrant a FONSI, it will be necessary to revisit the SEPA process.

3. SERP documentation will be covered by the NEPA document.

4. The NEPA documentation will incorporate the findings and results of the Public Outreach program.

**Subtask 720 – Biological Assessment and Essential Fish Habitat (EFH)**

Prepare a biological assessment (BA) for species listed as threatened or endangered under the federal ESA, including Puget Sound Chinook salmon and bull trout, and candidate species, including Coho salmon. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the United States Fish and Wildlife Service (Services) under Section 7 of the ESA. The BA will address the recommended plan identified during Task 300 and described in the Facilities Plan. It is assumed that analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor. The project may result in a “no effect” determination and consultation with the federal services would not be required. This will be determined during the initial steps of the project. Subtasks will include the following:

- **Draft BA.** Prepare a draft BA for review by the City and Carollo. Included activities involved in preparation of the BA are:
  - Communications with the National Marine Fisheries Service (NMFS), US Fish and Wildlife Service (USFWS), and Washington Department of Fish and Wildlife (WDFW), to obtain habitat and species information.
  - Review of the literature and published information for each Listed, Proposed, and Candidate species identified by USFWS and NMFS occurring within the project area. This task also includes a site visit and a review of reports that have already been prepared for this project or similar projects in the vicinity.
- Preparation of an internal review draft document.

- **Final BA.** Prepare a final BA document incorporating the City’s and Carollo’s comments on the draft report for submittal by the City to the Department of Ecology.

- **Consultation assistance.** Following submittal of the BA, provide responses to comments on the document by the federal action agency and the federal services (if appropriate) up to the hours indicated. It is assumed that Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required. Formal consultation will not be required if there is a “No Effect” determination and EPA agrees with the determination.

- Attend at up to two meetings with Ecology and liaisons for both NMFS and USFWS during consultation.

**Subtask 720 Assumptions:**

1. Analysis of direct and indirect effects of development within the service area will largely utilize land area development projections developed by the City of Oak Harbor.

2. ESA consultation is typically coordinated through the federal action agency, anticipated in this case to be Ecology on behalf of the Environmental Protection Agency (EPA), as outlined in the SERP guidelines. The existing wetland report and geotechnical study are assumed to be sufficient for the purposes of the BA.

3. The BA will be conducted for the recommended alternative, with appropriate level of design detail provided by Carollo.

4. An Essential Fish Habitat Assessment (EFH) will be submitted and reviewed as a component of the BA.

5. The project action area includes all locations at which the proposed project could potentially impact ESA listed species or their critical habitat including locations distant from the project site.

6. The BA will be submitted to the federal action agency, which will in turn confer and consult with the National Marine Fisheries Service and the Services under Section 7 of the ESA.

7. Conclusion of the BA consultation process will be dictated by the timelines of the federal agency responses. Consultant will respond promptly to agency requests during the consultation process.

8. Ecology will be serving as representative for EPA as the federal action agency for this project, in accordance with SERP it is assumed that Ecology will coordinate consultation with the federal services if required. Formal consultation will not be required if there is a “No Effect” determination and EPA agrees with the determination.
Subtask 730 – Section 106 Compliance

Using Subtask 233 as a starting point, prepare a memorandum regarding historical and archaeological resources for inclusion in the Environmental Assessment. Prepare Section 106 consultation correspondence for signature of Federal lead agency.

Task 700 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Draft and Final NEPA EA</td>
<td>710</td>
<td>October 2012</td>
</tr>
<tr>
<td>(1) Draft and Final BA or No Affect Letter</td>
<td>720</td>
<td>October 2012</td>
</tr>
<tr>
<td>(electronic and 6 hard copies)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Draft and Final responses (electronic) to federal agency comments</td>
<td>720</td>
<td>October 2012</td>
</tr>
</tbody>
</table>

Task 800 – Public Process Support

The objective of this task is to support successful project implementation by proactively identifying and addressing public and stakeholder issues. As defined below, the City will lead public process activities for the Project, with significant support from the Consultant. Except as noted under assumptions, Consultant will provide the following services for Task 800:

Subtask 810 – Public Process Planning

Participate in two (2) meetings with the City to develop a project-specific public/stakeholder involvement plan (PIP) that meets NEPA, SERP, and SEPA requirements and that identifies the following:

- Target audiences and issues;
- Anticipated schedule of activities;
- Interrelationships and responsibilities; and
- Public involvement tools for each phase of the project.

Prepare a Draft PIP, review with the City, make revisions, and produce a final PIP. Participate in coordinating phone calls with City of Oak Harbor staff to provide strategic advice on public involvement and communications issues as they arise throughout the Project.

Subtask 810 Assumptions:

1. Consultant will update the PIP once during the project.

Subtask 820 – Stakeholder Workshop Facilitation

Assist the City in planning and conducting Stakeholder Workshop No. 1. Participate in a preparation session for the workshop. Prepare a workshop plan in advance that identifies goals, objectives, agenda, roles and responsibilities, and materials. Produce presentation materials, and develop draft and final agendas. Facilitate the Stakeholder Workshop and produce one (1) draft and one (1) final summary (minutes).
Assist the City in planning and conducting up to five (5) meetings with the U.S. Navy to communicate project status and obtain feedback. For each meeting, provide technical, financial, and environmental information to assist discussions facilitated by the City.

**Subtask 820 Assumptions:**

1. Stakeholder Workshop No. 1 will be held at City of Oak Harbor facilities.

2. The City will coordinate announcements for Stakeholder Workshop No. 1 and deliver workshop materials to attendees.

3. In addition to City staff, it is anticipated that Stakeholder Workshop No. 1 attendees will include representatives of NASWI Public Works, local community members, local Tribes, and permitting agencies (Ecology, DOH, DNR, and the Army Corps of Engineers).

4. Consultant Project Manager will attend Navy meetings and provide technical information. City staff will facilitate discussion and summarize action items.

**Subtask 830 – Public Meeting Facilitation**

Assist the City in planning and conducting Public Meetings, defined below. Participate in up one (1) preparation session for each meeting. Facilitate the Public Meetings and produce one (1) draft and one (1) final summary (minutes). For each meeting: arrange for suitable meeting locations; prepare meeting plans; produce presentation materials; develop sign in sheets and public comment forms; develop draft and final agendas; and develop draft and final meeting announcements/save the date notices.

Throughout the Project, develop and maintain a contact list of stakeholders and interested parties. Maintain a log of public comments received outside of the public meetings (via the website, emails to project team staff, phone calls, etc.), and responses to public inquiries as requested by the City.

<table>
<thead>
<tr>
<th>Public Meeting</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1 – Public Meeting No. 1</td>
<td>Communicate Project Purpose and Objectives</td>
</tr>
<tr>
<td></td>
<td>Report Project Plan and Schedule</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Decision Making Methodology</td>
</tr>
<tr>
<td></td>
<td>Communicate Future Opportunities for Input</td>
</tr>
<tr>
<td>P2 – Public Meeting No. 2</td>
<td>Report Results of Alternatives Screening</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Short Listed Alternatives (5 sites with corresponding process options)</td>
</tr>
<tr>
<td>P3 – Public Meeting No. 3</td>
<td>Report Results of Secondary Alternatives Screening</td>
</tr>
<tr>
<td></td>
<td>Obtain Input on Final Short Listed Alternatives (3 sites with corresponding process options)</td>
</tr>
<tr>
<td>Charettes</td>
<td>Provide a forum for community members and stakeholders to develop ideas related to how a new WWTP may fit within the two (2) short-listed sites.</td>
</tr>
</tbody>
</table>
Public Meeting | Objectives
--- | ---
P4 – Public Meeting No. 4 | Obtain Input to Refine Proposed Alternative (1)

**Subtask 830 Assumptions:**

1. The City will arrange for meeting locations and facilities.
2. The City will publish announcements in the local paper and include notices of meetings on their website.
3. The City will pay for all costs related to mailings, including printing and postage.
4. Charrettes will be facilitated by a third-party (not included in this Scope of Services). Consultant’s responsibility during charrette process will be to provide technical support and information to assist the process.

**Subtask 840 – Council/Committee Meeting Participation**

Assist the City in planning and conducting Council/Committee Meetings, defined below. Prepare meeting objectives, agendas, roles and responsibilities, and presentation materials in advance of the meetings. Participate in up to one (1) preparation session for each meeting.

<table>
<thead>
<tr>
<th>Council/Committee Meeting</th>
<th>Objectives</th>
</tr>
</thead>
</table>
| C1 – Council Committee Meeting No. 1 | Report Progress  
Report Project Challenges and Opportunities |
| C2 – Council Workshop No. 1 | Report Feedback from Stakeholders and Public  
Establish Decision Making Criteria  
Process (basic technical and environmental)  
Sites (policy considerations)  
Alternatives (TBL+ objectives) |
| C3 – Council Workshop No. 2 | Report Results of Alternative Screening 1  
Report Feedback from Stakeholders and Public  
Confirm Short Listed Alternatives (5 sites with corresponding process options) |
| C4 – Council Meeting No. 1 | Provide information to City for Council resolution. |
| C5 – Council Workshop No. 3 | Report Results of Alternative Screening 2  
Confirm Short Listed Alternatives (3 sites with corresponding process options) |
<p>| C6 – Council Meeting No. 2 | Provide information to City for Council resolution |
| C7 – Council Workshop No. 4 | Report Results of Proposed Alternatives Workshop |
| C8 – Council Meeting No. 3 | |</p>
<table>
<thead>
<tr>
<th>Council/Committee Meeting</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Provide information to City for Council resolution</td>
</tr>
<tr>
<td>C9 – Council Workshop No. 5</td>
<td>Report results of charrette process</td>
</tr>
<tr>
<td>C10 – Council Workshop No. 6</td>
<td>Report updated site layouts based on charrettes, updated costs, and rate information</td>
</tr>
<tr>
<td>C11 – Council Meeting No. 4</td>
<td>Confirm Proposed Alternative (1)</td>
</tr>
<tr>
<td>C12 – Council Workshop No. 7</td>
<td>Provide Overview of Draft Facilities Plan, Confirm Draft Facilities Plan Submission to Ecology</td>
</tr>
<tr>
<td>C13 – Council Meeting No. 5</td>
<td>Provide information to City for Council resolution</td>
</tr>
</tbody>
</table>

**Subtask 840 Assumptions:**

1. Council/Committee Meetings will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for meetings and deliver meeting materials to attendees.
3. Consultant staff will lead/facilitate and provide information for discussion at Council Workshops.
4. Consultant Project Manager will attend City Council Committee Meetings/City Council Meetings, and assist City staff in presenting technical information.

**Subtask 850 – Public/Stakeholder Involvement Product Development**

In consultation with City of Oak Harbor staff, develop a project website and periodically update the website content. Prepare one (1) draft and one (1) final project brochure for informing the public about the background, goals, and specifics of the project.

Other options for products and activities, subject to Oak Harbor authorization and decisions from the Public Involvement Plan include:

- One additional or updated brochure, likely focused on the range of alternatives.
- In consultation with City of Oak Harbor staff, the Consultant may produce a segment for the City of Oak Harbor public access channel. It is intended that the Consultant will prepare a script and be involved in organizing and producing these segments, but assumed that the City will do the actual filming and production. Assume City staff would appear in the video segment.
- Consultant will assist with strategy and development of presentations for local community groups that City staff would make.

**Task 850 Assumptions:**

1. All written or web materials and communications products will be reviewed and approved by City of Oak Harbor staff/consultants.
2. The City will print and send materials to the public.
3. Public Access TV facilities and costs are paid by the City.

**Task 800 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10) Stakeholder Interviews</td>
<td>810</td>
<td>October 2010</td>
</tr>
<tr>
<td>(1) Draft PIP</td>
<td>810</td>
<td>June 2011</td>
</tr>
<tr>
<td>(1) Final PIP</td>
<td>810</td>
<td>June 2011</td>
</tr>
<tr>
<td>(1) Stakeholder Workshop Plan, Agenda, Materials</td>
<td>820</td>
<td>November 2010</td>
</tr>
<tr>
<td>(4) Public Meeting Plan, Agenda, Materials</td>
<td>830</td>
<td>Per Public Meeting Schedule</td>
</tr>
<tr>
<td>(1) Council Workshop Plan, Agenda, Materials</td>
<td>840</td>
<td>December 2010</td>
</tr>
<tr>
<td>(10) Technical information/documents/presentations for City Council Committee/City Council Meetings</td>
<td>840</td>
<td>Per Council Committee/Council Meeting Schedule</td>
</tr>
<tr>
<td>(1) Project Website</td>
<td>850</td>
<td>November 2010</td>
</tr>
<tr>
<td>(12) Updates to Project Website</td>
<td>850</td>
<td>As Needed</td>
</tr>
<tr>
<td>(1) Project Brochure</td>
<td>850</td>
<td>April 2011</td>
</tr>
<tr>
<td>(1) Public Access TV Production Plan</td>
<td>850</td>
<td>As Needed</td>
</tr>
</tbody>
</table>

**TASK 900 – MANAGEMENT RESERVE**

This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City’s Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>General Information and Definitions</td>
</tr>
<tr>
<td>B.</td>
<td>Agreement Terms and Conditions</td>
</tr>
<tr>
<td>C.</td>
<td>Performance of Services</td>
</tr>
<tr>
<td>D.</td>
<td>Payment Terms and Conditions</td>
</tr>
<tr>
<td>E.</td>
<td>Confidentiality and Non-Disclosure Agreement</td>
</tr>
<tr>
<td>F.</td>
<td>Dispute Resolution</td>
</tr>
<tr>
<td>G.</td>
<td>Force Majeure</td>
</tr>
<tr>
<td>H.</td>
<td>Termination</td>
</tr>
<tr>
<td>I.</td>
<td>Amendment and Modification</td>
</tr>
<tr>
<td>J.</td>
<td>Governing Law</td>
</tr>
<tr>
<td>K.</td>
<td>Entire Agreement</td>
</tr>
</tbody>
</table>

**Exhibit 0-XX**

June 7, 2012

Carollo Consultants Agreement Amend No. 12, Attachment B

 Weswater Treatment Plant Preliminary Design and Field Studies

---

**Table 1: Project Summary**

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>P01</td>
<td>Water Treatment Facility</td>
</tr>
<tr>
<td>P02</td>
<td>Wastewater Treatment Facility</td>
</tr>
<tr>
<td>P03</td>
<td>Stormwater Management Facility</td>
</tr>
</tbody>
</table>

**Table 2: Budget Summary**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Water Treatment Facility</td>
<td>$500,000</td>
</tr>
<tr>
<td>B</td>
<td>Wastewater Treatment Facility</td>
<td>$750,000</td>
</tr>
<tr>
<td>C</td>
<td>Stormwater Management Facility</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

**Table 3: Project Timeline**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Description</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Water Treatment Facility</td>
<td>June 1, 2012</td>
<td>September 30, 2012</td>
</tr>
<tr>
<td>B</td>
<td>Wastewater Treatment Facility</td>
<td>July 1, 2012</td>
<td>October 31, 2012</td>
</tr>
<tr>
<td>C</td>
<td>Stormwater Management Facility</td>
<td>August 1, 2012</td>
<td>November 30, 2012</td>
</tr>
</tbody>
</table>
Consultant Agreement Amendment
Number 10

Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan

Project Number: 8549A.00 (Amendments 1-5)
8549A.10 (Amendment 6,7,8,9,10)

Project Title: Engineering, Facilities Plan and Preliminary Design

Execution Date
09/16/10
Completion Date (Prior)
December 2014

New Maximum Amount Payable
$7,907,388

Description of Work: This Amendment authorizes services to complete final design documents and assist the City in negotiating a Maximum Allowable Construction Cost (MACC) with the General Contractor/Construction Manager (GC/CM).

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers, Inc. and executed on 09/16/10 and identified as Preliminary Engineering and Facilities Plan.

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:
The existing Scope of Services will remain open and will be completed for the authorized budget. Please see the attached Scope of Services (Exhibit B) for additional phases of work.

SCOPE OF WORK is hereby changed and supplemented with the following:
PROJECT COMPLETION DATE AMENDED TO: January 2016
TIME OF COMPLETION – SCOPE OF SERVICES: ____________________________

PAYMENT shall be amended as follows:
The maximum total contract value is increased from $3,320,429 to $7,907,388. This maximum upper limit includes a Management Reserve of $218,427 that must be authorized in writing by the City prior to use. Exhibit D-3 summarizes the level of effort associated with Amendment 10 services.

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

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

By: Brian R. Matson, Senior Vice President

By: Scott Dudley, Mayor

Consultant Signature

Approving Authority Signature

By: Karl W. Hadler, Associate Vice President

Consultant Signature

12/14

Date

Amendment No. 10

11/20/2014
EXHIBIT B – SCOPE OF SERVICES

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
FINAL DESIGN PHASE

BACKGROUND

The City of Oak Harbor (City) has completed Preliminary Design documents and Value Engineering (VE) for a new wastewater treatment plant (WWTP) and marine outfall constructed in the "Windjammer Vicinity" on approximately 2.5 acres. The new membrane bioreactor (MBR) treatment facility will treat 3.2 mgd, maximum month basis by the year 2030, and is expandable to treat projected Year 2060 flows generated within the City's service area (5.3 mgd, maximum month basis). The project will be completed in several phases using the general contractor/construction manager (GC/CM) "heavy civil" method of delivery, with Hoffman, Inc. serving as the City's GC/CM.

This Scope of Services is authorized as an amendment to an existing contract between the City and Carollo Engineers, Inc. (Carollo), and includes the following activities:

- Coordinating procurement of process equipment (e.g. MBR, ultraviolet (UV) disinfection, solids processing) by the GC/CM.
- Developing final engineering documents for negotiating a Maximum Allowable Construction Cost (MACC) and final bidding of the following project elements, which may be constructed in multiple packages:
  - Early sitework, including clearing, demolition, shoring installation, and excavation;
  - WWTP construction (liquid and solids stream process and non-process [administration, laboratory, and maintenance] facilities);
  - A 200-seat training facility integrated with the new administration building; and
  - Surrounding sitework and landscaping as shown on Attachment 1, including the extension of Bayshore Drive along the southern boundary of the new WWTP and parking for the WWTP and training facility.
- Assisting the City in obtaining permits for the work, as defined herein.
- For the work packages described above, assisting the City in negotiating a MACC with the GC/CM at the 90 Percent level of design.

Subsequent phases are anticipated to include:

- Bid period services to support GC/CM bidding of work packages outside of self-performed work.
- Construction Support Services for the WWTP and Outfall Projects.
- Preparation of Operation and Maintenance (O&M) Manuals.
- Start-up, Training, and Facility Commissioning.
- Assistance with securing NPDES Discharge and Biosolids Permits.

November 20, 2014
Project Team

Carollo will serve as the Prime Consultant for the Project, and will be responsible for overall Project management and delivery. In completing the work defined by this Scope of Services, Carollo is authorized to use the following Subconsultants:

<table>
<thead>
<tr>
<th>Subconsultant</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESA</td>
<td>Environmental/Cultural Resources Permitting Support</td>
</tr>
<tr>
<td>EnviroIssues (EI)</td>
<td>Public Meeting Facilitation and/or Support</td>
</tr>
<tr>
<td>MWA Architects (MWA)</td>
<td>Architectural Design Services</td>
</tr>
<tr>
<td>GeoEngineers (Geo)</td>
<td>Geotechnical Design Services</td>
</tr>
<tr>
<td>Greenworks P.C. (GW)</td>
<td>Landscape Architectural Design Services</td>
</tr>
<tr>
<td>Webster Environmental (WE)</td>
<td>Odor Control Design Services</td>
</tr>
<tr>
<td>Harmsen Associates, Inc. (HAI)</td>
<td>Topographical Surveying, Stormwater</td>
</tr>
</tbody>
</table>

Notes:
1) Structural, mechanical, electrical, and plumbing (S, MEP) subconsultants performing under MWA will be used for non-process building design. Specific budgets and deliverables for these activities are included in this Scope of Services.
2) Specialty subconsultants for air quality permitting and noise abatement will be added as needed. Not-to-exceed budget allowances for these activities are included in this Scope of Services.

Related Documents

The following documents provide background information for this project:
- Wastewater Treatment Plant Site Evaluation, City of Oak Harbor, October 2007.
- Preliminary Design Documents, Carollo, November 2013.

SCOPE OF SERVICES

Carollo (Consultant) will provide engineering and other services for the City of Oak Harbor Wastewater Treatment Plant Final Design Phase (Project), as defined by this Scope of Services. Work products submitted electronically will be produced using software as defined below:
- Word Processing: Microsoft Word
- Spreadsheets: Microsoft Excel
- Scheduling: Microsoft Project
- Drawings: Bentley MicroStation and Portable Document Format (PDF)

This Scope of Services is divided into the following tasks:
- Task 100 Project Management.
- Task 200 Not Used.
- Task 300 Public Process Support.
- Task 400 WWTP Final Design and Permitting.
- Task 500  Project Delivery (GC/CM) Coordination.
- Task 600  Not Used.
- Task 700  Management Reserve.

PROJECT SCHEDULE

A preliminary schedule for the Project is attached (Attachment 2). The Schedule defines anticipated durations for major tasks, Project milestones, and major deliverable dates, assuming Notice to Proceed (NTP) in December 2014. Throughout this Scope of Services, anticipated delivery dates for major deliverables are established based on this preliminary schedule. The Consultant and City recognize that the preliminary schedule and corresponding delivery dates are subject to change, should NTP be issued after December 2014 and/or for other reasons. Schedule changes may be approved by the City without an amendment to this Scope of Services, provided both Consultant and City staff approve of the change. An amendment modifying the Project schedule and dates for major deliverables will be issued if required by either the City or Consultant.

TASK 100 – PROJECT MANAGEMENT

The objective of this task is to manage and coordinate engineering and related services required for Project completion. Consultant will provide the following services for Task 100:

Subtask 110 – Project Management Plan

Update the existing Project Management Plan (PMP) including scope, work plan and products, work breakdown structure, budget, schedule, organization and staffing, communication protocol, and project standards within ten (10) days of NTP. Monitor the PMP throughout the project and provide one update of the PMP upon request by the City.

Subtask 111 – Quality Management

Develop and follow a Quality Management Plan (QMP) for the Project to be included in the PMP. Review technical memos, documents, drawings, reports, and address review comments addressed prior to submission in accordance with the QMP. For major work products develop a Record of Comment (ROC) to document City comments and Consultant responses.

Subtask 110 Assumptions:
1. The PMP will be updated once during the project.
2. Budget for Consultant’s QA/QC activities is included in Task 400.

Subtask 120 – Project Monitoring and Reporting

Manage the Project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City’s Project Manager with monthly invoices. Document expenditures on a task basis, and show hours by project personnel and other direct expenses related to work. Include a
project S-curve developed using Earned Value Management (EVM) detailing anticipated progress, percent complete, and percent billed for each month.

**Subtask 120 Assumptions:**
1. Total Project duration for this phase is 12 months.

**Subtask 130 – Project Management Meetings**

Schedule and conduct Project Management Meetings throughout the project as directed by the City's Project Manager. Meetings will be used to discuss project status, action items, and potential areas of concern. Publish meeting minutes with Action Items that require a response by team members, City staff, or other agencies identified at the meeting. A draft of the minutes will be submitted to the City within three (3) working days after the meeting. The final version will be submitted within five (5) working days after comments on the draft have been received from the City.

**Subtask 130 Assumptions:**
1. Up to six (6) Project Management Meetings will be held.
2. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City's Project Manager.

**Task 100 Deliverables:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Updated PMP</td>
<td>110</td>
<td>January 2015</td>
</tr>
<tr>
<td>(12) Monthly Invoices and Progress Reports</td>
<td>120</td>
<td>Monthly</td>
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<td>(6) Project Management Meeting Agendas</td>
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<tr>
<td>(6) Project Management Meeting Action Items Log</td>
<td>130</td>
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</tr>
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</table>

**TASK 200 – (NOT USED)**

**TASK 300 – PUBLIC PROCESS SUPPORT**

The objective of this task is to continue supporting the City's public process efforts for the project. As defined below, the City will lead public process activities for the Project, with significant support from the Consultant. Consultant will provide services for Task 300 as defined by the following Subtasks.

**Subtask 310 – (Not Used)**

**Subtask 320 – (Not Used)**

**Subtask 330 – (Not Used)**
Subtask 340 – Public Meetings/City Council Workshops

Assist in planning for and delivering joint Public Meetings/City Council Workshops, defined below. Participate in up one (1) preparation session for each meeting. Coordinate with City staff to direct Public Meetings/Workshops and produce one (1) draft and one (1) final summary (minutes). For each meeting: assist City to arrange for suitable meeting locations; prepare meeting plans; produce presentation materials; develop sign-in sheets and public comment forms; develop draft and final agendas; and develop draft and final meeting announcements/save the date notices.

<table>
<thead>
<tr>
<th>Public Meeting/Council Workshop</th>
<th>Objectives</th>
</tr>
</thead>
</table>
| P1 – Public Meeting No. 1, Q1 2015 (Input on Final Design Progress) | Report Project Status  
Obtain Input to Assist With Final Design Decisions  
Communicate Future Opportunities for Input |
| P2 – Public Meeting No. 2, Q2 2015 (Input on Final Design Progress) | Report Project Status  
Obtain Input to Assist With Final Design Decisions  
Communicate Future Opportunities for Input |
| P3 – Public Meeting No. 3, Q4 2015 (Input on MACC and Next Steps) | Report Project MACC and Next Steps  
Communicate Future Opportunities for Input |

Subtask 340 Assumptions:
1. Public Meetings will be held in conjunction with City Council Workshops to enhance efficiency for sharing information.
2. The City will arrange and pay for meeting locations and facilities.
3. The City will publish announcements in the local paper and include notices of meetings on their website.
4. The City will pay for all costs related to meeting notifications, including printing and postage.

Subtask 350 – Working Group Meetings

Working Group Meetings will be used to inform design decisions related to project features, architecture, public spaces, landscaping, etc. Assist City in planning for and conducting two (2) Working Group Meetings during the final design process. Coordinate with City staff to prepare information necessary to communicate design layouts, facility and landscaping renderings, and to obtain input. Document input and issue meeting minutes with decisions to City.

Subtask 350 Assumptions:
1. Working Group Meetings will held at City of Oak Harbor facilities
2. City staff will select community participants, schedule meetings, and communicate with participants as needed to maximize participation.
3. Working Group Meetings will be attended by approximately six (6) to twelve (12) members of the community, in addition to Consultant and City staff.

5. Deliverables include two (2) renderings to communicate facility architecture and landscaping concepts.

Subtask 360 – Council Meeting/Workshop Participation

Assist the City in planning and conducting up to six (6) Council Meetings or Workshops during the final design phase, to cover information as needed and directed by the City. Prepare meeting objectives, agendas, roles and responsibilities, and presentation materials in advance of the meetings. Participate in up to one (1) preparation session for each meeting.

Subtask 360 Assumptions:
1. Council Meetings/Workshops will be held at City of Oak Harbor facilities.
2. The City will coordinate announcements for meetings and deliver meeting materials to attendees.
3. Consultant Project Manager will attend City Council Meetings/Workshops, and assist City staff in presenting technical information as requested.

Subtask 370 – Public/Stakeholder Involvement Product Development

In consultation with City staff, develop a project website and periodically update the website content. Other options for products and activities, subject to Oak Harbor authorization and decisions from the PIP include:

- Project brochures/mailers.
- In consultation with City staff, the Consultant may produce a segment for the City of Oak Harbor public access channel. As directed, Consultant will prepare a script and be involved in organizing productions that are filmed and produced by the City.
- Consultant will assist with strategy and development of presentations for local community groups made by City staff.

Task 370 Assumptions:
1. All written or web materials and communications products will be reviewed and approved by City staff/consultants.
2. City will print and send materials to the public.
3. Costs for production of materials and Public Access TV productions are paid by the City outside of this contract.

Task 300 Deliverables:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
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</thead>
<tbody>
<tr>
<td>(4) Public Meeting/Council Workshop Materials</td>
<td>340</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(2) Working Group Meeting Materials and Minutes</td>
<td>350</td>
<td>Per Schedule</td>
</tr>
<tr>
<td>(6) Presentations for Council/Committee Meetings</td>
<td>360</td>
<td>Per Schedule</td>
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November 20, 2014
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<th>Deliverable</th>
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<th>Anticipated Delivery Date</th>
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<td>(1) Project Website</td>
<td>370</td>
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<tr>
<td>(12) Updates to Project Website</td>
<td>370</td>
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<tr>
<td>(6) Project Brochure/Public Information Materials</td>
<td>370</td>
<td>As Needed</td>
</tr>
<tr>
<td>(1) Public Access TV Production Plan</td>
<td>370</td>
<td>As Needed</td>
</tr>
</tbody>
</table>

**TASK 400 – WWTP FINAL DESIGN AND PERMITTING**

The objective of this task is to complete a Final Design of the recommended WWTP (as defined in the Preliminary Design Documents) to 100 percent level of completion, and assist the City in obtaining permits as defined by Attachment 3. The Final Design will consist of Final Design Drawings and Specifications. The expected project elements list for the WWTP is included as Attachment 4.

Final Design documents will be submitted in electronic (PDF) and hard copy format for City and GC/CM review. Five (5) hard copies of will be provided. City and GC/CM review comments will be documented using the Record of Comment (ROC) log. Comments, modifications, and revisions to the Design documents will be incorporated during subsequent development of design documents.

**Subtask 410 – (Not Used)**

**Subtask 420 – (Not Used)**

**Subtask 430 – (Not Used)**

**Subtask 450 – Technical Team Meetings**

The objective of this task is to collect information from City staff, enhance communication with the design team, and to present design concepts. Plan for and conduct up to (10) Technical Team Meetings during the final design process, to review and discuss design information and to review 60 and 90 percent design documents. Prepare information necessary to communicate with City staff and obtain input. Document input and issue meeting minutes with decisions to City.

**Subtask 450 Assumptions:**

1. Technical Team Meetings will be held at City of Oak Harbor facilities
2. Technical Team Meetings will be approximately four (4) hours in duration.
3. Approximately three (3) members of Consultant design team will attend each meeting, including Design Manager and other necessary staff/discipline engineers.
4. Meeting materials and minutes will be distributed electronically.

**Subtask 460 – (Not Used)**
Subtask 470 – Final Design

Perform engineering work to develop a final set of contract documents (drawings and technical specifications) for construction of the WWTP based on the Preliminary Design Submittal (November 2014), and incorporated review comments received from the City. The Detailed Design will be documented with three submittals as defined by the following subtasks.

Subtask 471 – 60 Percent Design

The 60 Percent Submittal will advance the project design from 30 percent status to approximately a 60 percent level of completion, including the incorporation of City and GC/CM comments (as approved by City). Some drawings will be more complete than others; overall the level of completion for this submission will be approximately 60 percent and will include the following elements:

- Written response log to City comments on the Preliminary Design Submittal.
- Five (5) half-sized (11" x 17") hard copy sets of the following 2D drawings:
  - General Drawings.
  - Paving and Grading Drawings.
  - Yard Piping Drawings.
  - Preliminary Landscaping Plans.
  - Architectural Plans and Elevations.
  - Structural Plans and Sections of major structures.
  - Mechanical Plans and Sections of major process areas.
  - Preliminary Odor Control Plans.
  - Electrical One Line Diagrams and MCC Elevations.
  - Electrical Site Plans.
  - Preliminary Electrical Power and Control Plans.
  - Preliminary Electrical Lighting Plans.
  - Preliminary Electrical Grounding Plans.
  - Tagging System.
  - Control Block Diagram.
  - P&IDs.
- Five (5) hard copy sets of select 3D renderings based on the 60 percent model.
- Five (5) hard copy sets of the following specifications:
  - Work Restrictions/Construction Sequencing.
  - Draft Structural Specifications.
  - Major Equipment Specifications.
  - Piping Schedule.
  - Electrical Equipment Specifications.
  - Control Strategies.
- 60 Percent Construction Cost Estimate (Budget included under Subtask 477).
Subtask 472 – 90 Percent Design

The 90 Percent Submittal will incorporate City and GC/CM comments (as approved by the City) to the 60 Percent Submittal. The engineering design will be substantially complete, and the plans will show all sections and details. The 90 Percent Submittal will be made when the drawings and specifications have been checked by Consultant’s independent multidisciplinary review team, and the check comments have been incorporated, as defined by Subtask 474.

- Written response log to City comments on the 60 Percent Design Submittal.
- Five (5) half-size (11”x17”) hard copy sets of drawings.
- Five (5) hard copy sets of select 3D renderings based on the 90 percent model.
- Five (5) hard copy sets of the final specifications.

Subtask 473 – Final Design

The Final Design Submittal will be made when the project is 100 percent complete, including incorporation of City and GC/CM comments (as approved by the City) to the 90 Percent Submittal. All plans and specifications will be stamped and signed by an engineer registered in the State of Washington. The anticipated Final Design Submittal drawing list is included in Attachment 5. The anticipated Final Design Submittal specification list is included in Attachment 6.

Subtask 474 – Quality Assurance/Quality Control

The objective of this task is to prepare a Quality Management Plan (QPM) for the project and administer Quality Assurance/Quality Control (QA/QC) procedures in accordance with the QMP. All documents will be subject to Consultant’s standard quality management procedures for planning, coordination, checking, reviewing, and scheduling the work. Signatures of the respective checkers will be included where appropriate.

Administer detailed quality control procedures to provide plans and specifications that meet the standard of care for public works construction. Develop a quality management approach that includes work from the Preliminary Design through the preparation of the Final Contract Documents. Specific quality management tasks include:

- Prepare a Quality Management Plan for the project that addresses Project Communications; File Management/Document Control; Format and Standards for Documents; Quality Assurance Procedures; and Project Review Team (consisting of qualified individuals not directly involved in the design or supervision of the work).
- Complete 60 Percent Design Review, including:
  - Detailed review of the 60 Percent Design Submittal by the project design team.
  - Discipline checks on all design calculations, drawings, specifications, cost estimates, and reports.
• Complete 90 Percent Design Review, consisting of:
  – A multidisciplinary design review (check) by the Project Review Team, prior to submitting 90 Percent Design to the City, to provide a final quality check and design/discipline coordination.

Subtask 475 – Early Site Preparation Package

The objective of this task is to prepare a separate and early set of design documents for completing site preparation for the new WWTP. Site preparation is expected to include: demolition of existing WWTP facilities; site clearing and contractor staging area preparation; site security and contractor’s temporary facilities; installation of shoring and dewatering systems; excavation; and stockpiling of excavated material.

Prepare a set of stand-alone design documents, including select site and demolition plans (approximately 20 drawings), and technical specifications needed for the Early Site Preparation Package. The stand-alone set of documents will be suitable for bidding or negotiated self-performance by the GC/CM.

Subtask 476 – Solids Dryer Equipment Procurement

The objective of this task is to assist the City in selecting a manufacturer for solids drying equipment using a competitive bidding or GC/CM negotiated procurement process. Final design information prepared under Task 400 will be developed around the selected equipment manufacturer based on the specific details of the selected solids drying equipment manufacturer.

Prepare documents for solids drying equipment procurement, including: preliminary layout drawings for each manufacturer; general ancillary facility requirements; and required technical specifications. Coordinate with City and GC/CM staff to include terms, conditions, and contract times (submittal dates and delivery dates) into procurement documents. Meet with City and GC/CM staff to review draft documents, incorporate comments, and issue final documents.

Assist the City during the equipment procurement period by answering questions from the solids drying equipment manufacturers and preparing addenda. Assist the City and GC/CM in evaluating all bids/proposals and in selecting equipment manufacturer.

Subtask 476 Assumptions:

1. Bid documents will be prepared and bids solicited for up to three (3) solids drying equipment manufacturers.
2. The contract for the selected manufacturer will include assistance with design phase. Contracts for production and delivery of process equipment will be the responsibility of the City’s GC/CM.
3. Consultant standard procurement documents will be used for technical and front-end documents, in coordination with the GC/CM.
4. One (1) addendum will be prepared during the equipment procurement period.
5. The City will cover reproduction costs for bid sets as required.
Subtask 477 – Cost Estimate Development

The objective of this task is to revise and update the Engineer’s Opinion of Probable Construction Costs (cost estimate) developed at the conceptual design level as part of preliminary design. Revise, update and submit cost estimates at the following levels of design development:

- 30 Percent Cost Estimate, based on preliminary design documents developed during the preliminary design phase.
- 60 Percent Cost Estimate, based on 60 percent design documents developed during the final design phase.

Subtask 470 – Architectural Design and Associated Subconsultants

Architectural Design will be led by MWA Architects (MWA). General Architecture will include the following (in addition to supporting Task 300 activities as defined):

- Design of site elements and landscaping as shown in Attachment 1.
- Overall design of facility aesthetics and composition.
- Complete architectural design of non-process building including Admin, Maintenance, Interpretive Lobby, and Training Facility, including:
  - Management of and coordination with MWA sub-consultants for non-process building structure, plumbing, HVAC, electrical, lighting, and fire protection.
  - Interior design.
  - Water Quality Laboratory design.
  - Fixture, Furniture, and Equipment selection, design, placement – assume coordination with a local furniture rep to help specify modular furniture.
  - Building signage design – interior room and exterior building signage.
- Design support for Process Buildings, including:
  - Architectural building enclosures; walls, roofs, floor plans showing exiting, doors, windows, relites, and canopies.
  - Space planning assistance.
  - Operational considerations.
  - Code analysis and diagrams.
  - Building signage.
- QA/QC process for each milestone deliverable.
- Cost estimating assistance.
- Coordination with GC/CM.

MWA will retain three (3) sub-consultants to assist in development and documentation of the architectural portion of the design, including:

Greenworks, P.C. (GW) will provide the following design services (in addition to supporting Task 300 activities as defined):
- Hardscape and landscape design from edge of building to property line or ROW curb, including a public plaza.
- Irrigation design.
- Input and advice on site lighting.
- Leadership for initial site stormwater design and grading at workshop with Consultant, who will then complete the technical drawings and specifications.
- QA/QC process for each milestone deliverable.
- Cost estimating assistance.
- Coordination with GC/CM.

WRK Engineers (WRK) will provide structural engineering for non-process buildings, and limited assistance with architectural elements within process buildings, including:
- Full structural design and coordination of non-process building (maintenance, admin, lab, interpretive lobby, training facility).
- Engineering design assist for process facility wall and roof design.
- QA/QC process for each milestone deliverable.
- Cost estimating assistance.
- Coordination with GC/CM.

Interface Engineers (IA) will provide HVAC, Plumbing, and Electrical design for non-process buildings, and plant-wide Fire Protection (performance specification for Design Build delivery of this element), including:
- Full service design for mechanical, plumbing, electrical, and lighting of non-process building.
- Low voltage raceway design for non-process building.
- Performance based specification for fire sprinkler and fire alarm systems for entire facility.
- Note that energy modeling for LEED certification or other sustainability benchmarks, energy consulting, envelope design, and alternative energy systems design are excluded from this authorized Scope of Services.

**Subtask 470 Assumptions**

1. Consultant will continue work on all aspects of the project while City staff reviews prior design submittals. The City and GC/CM will provide a comment log in electronic format to document comments for each submittal. City and GC/CM comments will be combined and coordinated, and conflicting comments resolved, before forwarding to Consultant. Consultant will respond to each comment on a response log, and City comments (and GC/CM comments approved by City) will be incorporated as appropriate and submitted with the next project submittal.

2. Plans and specifications will be prepared in accordance with the standard of care for public works construction. The facilities will be designed in accordance with the latest editions of the pertinent codes and regulations, as adopted by the City or as agreed to...
by the City and Consultant. Specifications will be based on the Construction Specifications Institute MasterFormat 95 numbering standard.

3. Construction contract front end documents will be provided by the City or GC/CM. Consultant will provide project-specific edits to the front end documents for coordination with the technical specifications and project design requirements.

4. WWTP improvements will be modeled using three-dimensional (3D) software (Microstation format) to facilitate design reviews. The model may be used by the GC/CM for convenience.

5. The Final Contract Plans will be two-dimensional (2D) drawings that are extracted from the 3D model. The final 2D drawings will be delivered in Microstation format.

6. For the 60 Percent and 90 Percent submittals, Typical Details will be submitted in 8-1/2’ x 11” format, similar to the specifications. As part of the Final Submittal, Typical Details will be incorporated into the Drawings.

7. The budget is based on preparing two (2) packages of Final Design documents for construction of the project, including: Early Site Preparation and WWTP Construction. For each of these two packages, Consultant will provide comprehensive final design drawings, technical specifications, and contract documents for construction. Parsing of the design for subcontractor bid packages for particular portions of the work into subcontractor bid packages will be completed by the GC/CM using the Final Design Submittal packages prepared by Consultant.

8. A Geotechnical Basis of Design Report will be submitted with the 30 Percent Documents. The budget for Final Design includes an allowance for Geotechnical coordination (up to 120 hours) plus associated Technical Memoranda and/or Letter Reports to document recommendations. No further geotechnical exploration, sampling or analysis is planned.

9. The City will complete a comment log in electronic format and Consultant will respond to each comment on a response log. City comments will be incorporated into the subsequent Submittal. Comments that are not incorporated will be logged with a description as to why they were not incorporated for City review.

10. Detailed construction schedules will be prepared by the GC/CM. Consultant will coordinate with the GC/CM for overall project duration, major schedule milestones, and schedule constraints. Consultant will also provide a review of GC/CM schedules for general conformance with the project design requirements and submit review comments to the City and GC/CM.

11. Significant changes to the Consultant’s design based on GC/CM input for value engineering, constructability, and risk management will be authorized by the City. Budget to incorporate authorized changes will be covered through Task 700 – Management Reserve.
### Subtask 470 Deliverables

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<tr>
<th>Deliverable</th>
<th>Subtask</th>
<th>Anticipated Delivery Date</th>
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<tr>
<td>(10) Technical Team Meeting Materials and Notes</td>
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<td>(5) 60 Percent Design Submittal (WWTP)</td>
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<td>(5) 90 Percent Design Submittal (WWTP)</td>
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<td>(5) Final Design Submittal (WWTP)</td>
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<td>(5) QA/QC Materials</td>
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<tr>
<td>(5) Final Design Submittal (Early Site Prep)</td>
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<td>(5) Draft and Final Procurement Documents</td>
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<td>(5) 30 Percent Cost Estimate</td>
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<tr>
<td>(5) 60 Percent Cost Estimate</td>
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</tr>
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### Subtask 480 – Permitting Support

The objective of this task is to support the City with permitting activities and applications required to construct the WWTP improvements. This task is based on the permits identified by the Consultant during the preliminary design phase of the project as documented in Attachment 3. Consultant's level of effort associated with this Subtask, as further defined by assumptions and deliverables below, is estimated at 300 hours plus $30,000 for support by a specialty subconsultant (ESA). Additional effort authorized by the City will be covered by Task 700 – Management Reserve.

**Subtask 480 Assumptions:**

1. The City has separately contracted technical services to support the Section 106 consultation documentation (cultural resources). The results of the studies may be used by Consultant as a technical basis to support other permits. Consultant will provide up to 40 hours of services to review and coordinate associated documentation.

2. The developed design will not overlap with the delineated Class III wetland immediately west of the WWTP site but will impact the associated buffer. Consultant will develop a Conceptual Wetland Buffer Mitigation Plan based on the guidelines presented in the Interagency guidance on Wetland Mitigation in Washington State issued by the Corps, Ecology, and the EPA in 2006.

3. The justification provided to abandon the existing outfall in place is acceptable to the Department of Natural Resources (DNR) to receive the aquatic land lease permit for the proposed outfall. No additional data collection is required.

4. Endangered Species Act (ESA) consultation with EPA and the Services has been completed for the WWTP project. No further action for ESA consultation is required.

5. Lead and analyze results from up to six (6) forage fish sampling events immediately prior to on-site construction efforts for the outfall.

6. The Stormwater Pollution Prevention Plan (SWPPP) will be developed by the GC/CM.
7. Consultant will attend and participate in up to three (3) pre-application meetings with City staff. Up to 40 hours is allocated for preparation and participation of permit coordination and pre-app meetings.

8. The Grading and Site Plan Review Permit Applications will be submitted in two (2) parts to support the early sitework and WWTP construction phases of work.

9. All applications will be transmitted to the City for final review and submittal to the lead agency. Consultant will provide up to 40 hours for technical support and responses to agency comments.

10. All permit application fees will be paid directly by the City.

11. The City will lead public/hearing examiner effort and determination on whether the WWTP site will undergo a zoning code change or conditional use application. Consultant will provide technical support documents, as requested.

12. Consultant will quantify air quality pollutant emissions based on modeling of proposed systems and evaluation against the pollutant threshold levels. The level of effort assumes that the air treatment and dissipation strategy proposed in the preliminary design results in an agency exemption from new source review based on a “de minimus impact” (below the acceptable threshold impact level that is assumed to be protective of health and safety in compliance with Chapter 173-460 WAC).

13. The following potential activities are excluded from Consultant’s authorized scope, and may be authorized by the City out of Task 700 – Management Reserve on an as needed basis:
   a. Wetland buffer mitigation design for elements that extend beyond areas shown in Attachment 1.
   b. Transportation impact study following confirmation of parking needs, and associated traffic engineering calculations and support.

**Subtask 480 Deliverables:**

1. Draft and Final Agendas, supporting information, and meeting minutes with Decisions and Action Items for three (3) pre-app meetings.

2. Draft permit applications transmitted electronically for City review.

3. Final applications incorporating one consolidated set of client comments (electronic files and up to seven (7) hard copies) for submission to the lead agency.

4. Up to six (6) brief reports presenting findings from results of forage fish survey (1 per sampling event) for submittal to WDFW.

5. The following Environmental Permit Applications:
   a. Addendum to SEPA Checklist.
   b. Update to SERP documentation.
   c. Shoreline Substantial Development.
   d. Conceptual wetland buffer mitigation plan.
   e. Review comments for Section 106 documentation.
   f. Critical area ordinance package with brief reports (CARA, geo-hazard, frequently flooded).

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g. Notice of Construction with air quality exemption justification.

6. The following WWTP Development Permit Applications:
   a. Site Plan Review Type II (2 parts).
   b. Grading permit (2 parts).
   c. Demolition.
   d. Building Occupancy (mechanical, plumbing, electrical).
   e. Fire – Construction Plan review.
   f. Air quality – minor source review.
   g. Right of Way.
   h. Floodplain development.

Subtask 490 – Biosolids Management Plan

The objective of this task is to prepare a biosolids management plan to document conformance of the City's plan to reuse and/or dispose of biosolids consistent with the requirements of the Washington Administrative Code (WAC) 173-308 and the Biosolids Management Guidelines for Washington State (Ecology, 2000).

Determine the expected quantity of waste activated sludge (WAS), and thermally dried biosolids to be produced on an annual and monthly basis at milestones throughout the design life of the facility. Develop and evaluate alternatives for disposal of and beneficial use of biosolids produced at the WWTP, including liquid and dewatered WAS (disposal), and thermally dried biosolids (disposal or reuse).

For each alternative, summarize regulatory requirements, life-cycle costs, and other non-cost factors that should be considered in selecting the preferred alternative(s). Assist the City in identifying potential locations for land application or other beneficial reuse, and in determining an overall strategy to incorporate these sources into an overall biosolids management strategy. Review and evaluate potential phasing scenarios that could be used to implement the recommended alternative(s).

Summarize results of the analysis and recommend next steps that will likely include permitting, monitoring, and reporting requirements, public outreach activities, or other marketing activities needed for successful plan implementation. Participate in up to two (2) meetings with the Washington Department of Ecology (Ecology) to review potential alternatives, phasing scenarios, and recommended plan.

Subtask 490 Assumptions

1. WAS and biosolids production rates will be determined at startup (Year 2017), midpoint (Year 2022), and Year 2030 using biological models developed during Facilities Planning.

2. Alternatives for beneficial reuse of thermally dried biosolids will include: local bulk land application, local distribution as a soil amendment, hauling to Eastern Washington, and biofuel sources. Alternatives for disposal are expected to include landfilling of dewatered WAS or dried biosolids, and/or interim pumping of liquid WAS to the existing lagoon at Crescent Harbor.
3. Preparation of and application for permits, public outreach activities, and marketing plans that may be required to implement the recommended alternative(s) are not included in this Scope of Services.

**Subtask 490 Deliverables**
2. Ecology meeting materials and minutes.

**TASK 500 – PROJECT DELIVERY (GC/CM) COORDINATION**

**Subtask 510 – GC/CM Coordination**

The objective of this task is to coordinate with the GC/CM in developing and validating cost estimates for the project, including:

- Review/comment on GC/CM Cost Estimating Methodology.
- Review/validate 30 Percent Cost Estimate: Participate in two (2) half-day meetings with the GC/CM to assist in developing and reconciling the 30 Percent Cost Estimate.
- Review/validate 60 Percent Cost Estimate: Participate in two (2) half-day meetings with the GC/CM to assist in developing and reconciling the 30 Percent Cost Estimate.

**Subtask 510 Assumptions:**
1. Two (2) individuals from the Consultant’s design team will attend the 30 and 60 Percent cost development coordination meetings.
2. Additional meetings and coordination efforts with the GC/CM (outside of those defined under Tasks 400 and 500) will be authorized by the City. Budget for authorized efforts will come from Task 700 – Management Reserve.

**Subtask 510 Deliverables:**
2. Written comments to 30 and 60 Percent Construction Cost Estimates.

**TASK 600 – (NOT USED)**
Attachment 1
Approximate Limits of Project and Landscaping

NOTE: ENTRANCE TO PARKING SUBJECT TO CHANGE BASED ON "PHASE 1" BAYSHORE EXTENSION
ATTACHMENT 4
MAJOR PROJECT ELEMENTS LIST

The Scope of Services for the Oak Harbor WWTP Final Design Project will result in a full set of contract plans and specifications for the recommended Phase 1 improvements without substantial changes as required by the State of Washington Administrative Code (WAC) 173-240-060. The Scope of Services for Preliminary Design Documents is based on the major elements identified in the following Project Elements List:

<table>
<thead>
<tr>
<th>Facility Area</th>
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<td>0X</td>
<td>General</td>
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<td>1X</td>
<td>Yard Site Systems</td>
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<td>2X</td>
<td>Preliminary Treatment</td>
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<td>3X</td>
<td>Aeration/Equalization Basin</td>
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<td>UV Disinfection/Effluent Equalization</td>
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<td>7X</td>
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**Facility Area 0X – General**

General information for the overall project such vicinity and location maps, design data/schematics, existing site/utilities, and explanation for symbols and abbreviations. Area includes:

- Design Criteria.
- Process Flow Diagrams.
- Hydraulic Profile.
- Notes, Schedules, and Abbreviations.
- Building Analysis.
Facility Area 1X – Yard Site Systems
Plans depicting new structure footprints, locations, and orientation onsite/offsite.
1. Existing Facility Demolition.
2. Site Preparation.
3. Anticipated ground improvements such as stone columns.
4. Off-site Yard Utilities:
   1. Influent Diversion Structure from collection system and piping to site.
   2. Piping to effluent outfall connection.
5. Electrical site service.
6. Paving and Grading.
7. On site Stormwater System.
8. Routing of general process piping.
9. Routing of Small Diameter Piping Utilities (during final design):
   a. Potable Water.
   b. Non-Potable Water (potable with air gap).
   c. Plant Water (low pressure).
   d. Plant Water (high pressure).
   e. Natural Gas.
   f. Service/Instrument Air.
   g. Plant Building/Process Drains.
   h. Fire Flow Water.
10. Routing of Other Utilities (during final design):
    a. Electrical distribution system.
    b. Communication Devices.
    c. Site Lighting.
    d. Site Security.
    e. Telephone/Fiber Optic System.

Facility Area 2X – Preliminary Treatment
Plans depicting specific preliminary treatment components:
1. First-stage coarse screening.
2. Screenings washer/compactor.
3. Influent pump station.
4. Influent flow measurement and sampling.
5. Grit removal system and grit handling.
6. Flow splitting to flow equalization basin.
7. Second-stage fine screening.
Facility Area 3X – Aeration/Equalization Basins
Plans depicting specific secondary components:
1. Flow distribution structure.
2. 2-below grade aeration basins (4 stages) in MLE configuration (2 anoxic zones, 2 aerobic zones).
3. 1-below grade flow equalization basin with provisions to convert to aeration basin in the future.
4. Associated mechanical equipment.
5. Fine bubble diffusers in each aerobic zone.
6. Flow equalization pump system.
7. Scum handling (spray and removal), flushing systems, etc.

Facility Area 4X – Membrane System
Initial design will be capable of accommodating footprint needs of proven manufacturers to assist in early procurement. Final design will be based on specific requirements of selected manufacturer. General components include:
1. 5 –MBR trains/tanks.
2. Membrane cassettes and ancillary instrumentation.

Facility Area 5X – UV Disinfection/Effluent Equalization
Initial design for UV Disinfection and effluent system will be capable of accommodating footprint needs of proven manufacturers to assist in early procurement. Final design will be based on specific requirements of selected manufacturer. General components include:
1. 3-trains of ultraviolet (UV) disinfection reactor units, cleaning system, power distribution, and control.
2. Flow measurement per train.

Facility Area 6X – Solids Handling
Solids handling will produce Class B solids for components include:
1. Aerated WAS storage tank.
2. Dewatering systems and equipment.
3. Thermal drying facilities.
4. Truck loadout facilities.

Facility Area 7X – Ancillary Systems
Ancillary facility areas support the main process units. Specific components include:
1. Mechanical Gallery below-grade.
   a. Aeration basin blowers.
   b. Membrane blowers.
   c. Membrane feed pumps (mixed liquor pump station).
   d. Membrane permeate pumps and flow measurement per train.
e. Plant water pump system.

2. Chemical Systems:
   a. Sodium hydroxide (NaOH) feed for alkalinity content.
   b. Sodium hypochlorite (NaOCl) feed for membrane cleaning and potentially to support
      odor control and/or introduction of chlorine residual.
   c. Citric acid or phosphoric acid feed for membrane cleaning and potentially UV cleaning
   d. Lime feed for solids stabilization.

3. Odor Control System – odor scrubbing technology to treat foul air streams. Areas scrubbed
   are anticipated to include:
   a. Headworks.
   b. Aeration Basins.
   c. Pump wetwells/open channels.
   d. Solids handling area (to extent necessary)

4. Standby Generator – a single diesel unit capable of providing continuous operation for the
   entire facility in the event of a loss of utility power. The unit will be housed in the mechanical
   building and sound dampening devices will be employed to decrease the noise level while
   in operation.

Facility Area 8X – Non-Process Buildings

Process support buildings and areas highly visible/accessed by the public:

1. Administration Building meeting ADA standards to support plant control, meeting/training,
   break areas, restroom/lockers, building mechanical systems, office(s), and laboratory.

2. Maintenance Building for plant maintenance activities such as disassembling pumps,
   working on instrumentation, and in-house fabrication. The building will include a parking
   stall/loading dock.

3. Electrical Building for housing electrical equipment such as main switch gear, motor control
   centers, variable frequency drives, programmable logic controllers, and other control
   panels.
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### ATTACHMENT 5
OAK HARBOR WWTP
Final Design Drawing List

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| 392 | 01 E 09 | ADMIN/MNT/TRAINING - SCHEDULES |
| 393 | 01 E 10 | ADMIN/MNT/TRAINING - LOWER FLOOR PLAN - EAST (MAINTENANCE) |
| 394 | 01 E 11 | ADMIN/MNT/TRAINING - LOWER FLOOR PLAN - SOUTH/WEST (ADMIN) |
| 395 | 01 E 12 | ADMIN/MNT/TRAINING - LOWER FLOOR PLAN - NORTH (LOBBY) |
| 396 | 01 E 13 | ADMIN/MNT/TRAINING - UPPER FLOOR PLAN - NORTH (TRAINING) |
| 397 | 01 E 14 | ADMIN/MNT/TRAINING - DETAILS - 1 |
| 398 | 01 E 15 | ADMIN/MNT/TRAINING - DETAILS - 2 |
| 399 | 01 E 16 | ADMIN/MNT/TRAINING - DETAILS - 3 |

**PROCESS ELECTRICAL**

|    |         | LEGENDS |
| 400 | 00 GE 01 | ABBREVIATIONS |
| 401 | 00 GE 02 | OVERALL SITE PLAN |
| 402 | 00 E 01 | SITE PLAN DETAIL - 1 |
| 403 | 00 E 02 | SITE PLAN DETAIL - 2 |
| 404 | 00 E 03 | SITE PLAN DETAIL - 3 |
| 405 | 00 E 04 | SITE PLAN DETAIL - 4 |
| 406 | 00 E 05 | DUCT BANK SECTIONS - 1 |
| 407 | 00 E 10 | DUCT BANK SECTIONS - 2 |
| 408 | 00 E 11 | OVERALL ONE-LINE |
| 409 | 00 E 12 | SWGR-MAIN ELEVATION |
| 410 | 01 E 21 | SWGR-MAIN ONE-LINE |
| 411 | 00 E 22 | SWGR-MAIN ONE-LINE - 1 |
| 412 | 00 E 23 | SWGR-MAIN ONE-LINE - 2 |
| 413 | 00 E 24 | SWGR-HWSH ELEVATION |
| 414 | 00 E 31 | SWGR-HWSH ONE-LINE |
| 415 | 00 E 32 | MCC-HW ELEVATION |
| 416 | 00 E 33 | MCC-HW ONE-LINE - 1 |
| 417 | 00 E 34 | MCC-HW ONE-LINE - 2 |
| 418 | 00 E 35 | MCC-SH ELEVATION |
| 419 | 00 E 36 | MCC-SH ONE-LINE |
| 420 | 00 E 40 | SWGR-ABRW ELEVATION |
| 421 | 00 E 41 | SWGR-ABRW ONE-LINE |
| 422 | 00 E 42 | MCC-AB ELEVATION |
| 423 | 00 E 43 | MCC-AB ONE-LINE |
| 424 | 00 E 44 | MCC-RW ELEVATION |
| 425 | 00 E 45 | MCC-RW ONE-LINE |
| 426 | 00 E 50 | SWGR-MUE ELEVATION |
| 427 | 00 E 51 | SWOR-MUE ONE-LINE |
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| 436 | 00 E 63 | MSS-RW PANELBOARD SCHEDULES |
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<tr>
<td>Name</td>
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<td><strong>Division 12 - Furnishings</strong></td>
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<td>Laboratory Service Fittings</td>
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<td>13206A</td>
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<td>14555</td>
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## Attachment 6
Oak Harbor Wastewater Treatment Plant
Technical Specifications

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<tbody>
<tr>
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<td>Ductile Iron Pipe, AWWA C151</td>
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<td>Plastic Tape Wrap For Pipe</td>
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<td>15281</td>
<td>Copper Water Tube-Seamless, ASTM B 88</td>
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<td>Stainless Steel Pipe and Tubing</td>
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<td>15430</td>
<td>Emergency Eye/Face Wash and Shower Equipment</td>
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<td>15732</td>
<td>Air Conditioning Units</td>
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<td>Heating Units</td>
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<td>Duct for Corrosive Fume Exhaust</td>
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<td>HVAC Systems Testing, Adjusting, and Balancing</td>
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### Division 16 - Electrical

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<td>16060</td>
<td>Grounding and Bonding</td>
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<td>Hangers and Supports</td>
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<td>16123</td>
<td>600 Volt or Less Wires and Cables</td>
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<td>Fiber Optic Cable and Appurtenances</td>
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<td>Conduits</td>
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<td>Duct Banks</td>
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<td>Boxes</td>
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<td>Wireway</td>
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<td>Wiring Devices</td>
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<td>Low Voltage Wire Connections</td>
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<td>16210</td>
<td>Utility Coordination</td>
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<td>16222</td>
<td>Low Voltage Motors up to 500 Horsepower</td>
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<td>Single Diesel Fueled Engine Generator Above 200 KW</td>
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<td>Battery Systems</td>
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<td>16245</td>
<td>Load Bank - Stationary Resistive</td>
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<td>16262</td>
<td>Variable Frequency Drives 0.50 - 50 Horsepower</td>
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<td>16264</td>
<td>Variable Frequency Drives 60 - 500 Horsepower</td>
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<td>16272</td>
<td>Dry Type Transformers</td>
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# Attachment 6

**Oak Harbor Wastewater Treatment Plant**

**Technical Specifications**

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>16285</td>
<td>Surge Protective Devices</td>
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<td>16290</td>
<td>Power Meters</td>
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<td>16295</td>
<td>Protective Relays</td>
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<td>Electrical System Studies</td>
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<td>16411</td>
<td>Disconnect Switches</td>
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<td>Low Voltage Molded Case Circuit Breakers</td>
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<td>Low Voltage Power Circuit Breakers</td>
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<td>Motor Starters</td>
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<td>16444</td>
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<td>16445</td>
<td>Panelboards</td>
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<td>Busway</td>
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<td>Fire Sprinkler Monitoring and Alarm System</td>
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<td>Field Electrical Acceptance Tests</td>
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<td>Lighting Acceptance Testing</td>
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**Division 17 - Instrumentation and Control System**

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<td>17050</td>
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<td>Control Strategies</td>
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<td>Specific Control Strategies - Plant Drain Pump Station</td>
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<td>Specific Control Strategies - Storm Water Pump Station</td>
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<td>Specific Control Strategies - Headworks/Septage Receiving</td>
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<td>Specific Control Strategies - Oxidation Ditch</td>
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<td>Specific Control Strategies - Secondary Clarifiers</td>
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<td>Specific Control Strategies - Scum Pump Station</td>
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<td>Specific Control Strategies - Filter Influent Pump Station</td>
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<td>Specific Control Strategies - UV Facility</td>
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<td>Specific Control Strategies - Effluent Pump Station</td>
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<td>Specific Control Strategies - Solids Storage Tanks, RAS/WAS</td>
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<td>Specific Control Strategies - Dewatering</td>
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<td>Specific Control Strategies - Potable Water</td>
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<td>Level Measurement - Ultrasonic</td>
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<td>Level Measurement - Radar Pulse Time of Flight (PTOF)</td>
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<td>Flow Measurement - Magnetic Flowmeters</td>
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<td>Flow Measurement - Rotameters (Variable Area Flowmeters)</td>
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<td>Pressure/Vacuum Measurement - Diaphragm and Annular Seals</td>
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## Attachment 6
### Oak Harbor Wastewater Treatment Plant
#### Technical Specifications

<table>
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<td>Pressure/Vacuum Measurement - Direct</td>
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<td>Pressure/Vacuum Measurement - Differential</td>
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<td>17407</td>
<td>Pressure Measurement - Submersible</td>
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<td>Analyzers - Residual Chlorine</td>
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<td>17506</td>
<td>Analyzers - Dissolved Oxygen (DO)</td>
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<td>17509</td>
<td>Analyzers - Turbidity</td>
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<td>17515</td>
<td>Ultraviolet Intensity Meters</td>
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<td>17516</td>
<td>Ultraviolet Transmittance Monitors</td>
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<td>17601</td>
<td>Temperature Measurement - Temperature Switch</td>
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<td>17602</td>
<td>Temperature Measurement - Temperature Gauge</td>
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<td>Weight Measurement - Strain Gauge</td>
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<td>Control Systems - Panels, Enclosures, and Panel Components</td>
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<td>17712</td>
<td>Control Systems - Uninterruptible Power Supplies 10 kVA and Below</td>
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<td>Control Systems - SCADA Consoles</td>
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<tr>
<td>17720</td>
<td>Control Systems - Programmable Logic Controllers Hardware</td>
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<td>17721</td>
<td>Control Systems - Human Machine Interface Hardware</td>
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<td>Control Systems - SCADA Computer Equipment</td>
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<td>Control Systems - Network Materials and Equipment</td>
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<td>Process Cameras Closed Television</td>
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<td>Control Systems - PLC Programming Software</td>
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<td>17762</td>
<td>Control Systems - SCADA Software</td>
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<td>17765</td>
<td>Control Systems - Human Machine Interface Software</td>
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<td>Schedules - Field Instruments</td>
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<td>Schedules - I/O List</td>
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<td>17905</td>
<td>Schedules - SCADA List</td>
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<td>Testing, Calibration, and Commissioning</td>
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EXHIBIT D-3

City of Oak Harbor  
Wastewater Treatment Plant Final Design & Permitting  
Level of Effort Estimate  
November 19, 2014

<table>
<thead>
<tr>
<th>TASK 100 - PROJECT MANAGEMENT</th>
<th>$132,986</th>
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<td>TASK 200 - NOT USED</td>
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<tr>
<td>TASK 300 - PUBLIC PROCESS SUPPORT</td>
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<td>TASK 400 - WWTP FINAL DESIGN &amp; PERMITTING</td>
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<td>TASK 500 - PROJECT DELIVERY COORDINATION</td>
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<td>TASK 600 - NOT USED</td>
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<td>TASK 700 - MANAGEMENT RESERVE (5% of Authorized Budget)</td>
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<td>2021.01.18</td>
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**Total Contract Amount:**

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<td>15025</td>
<td>$67,890</td>
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**Certified by:**

[Signature]

[Name]

Date: [Date]

[Company]

[Address]
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<thead>
<tr>
<th>Consultant Agreement Amendment Number 9</th>
<th>Organization and Address</th>
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<tbody>
<tr>
<td>Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan</td>
<td>City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239</td>
</tr>
<tr>
<td>Project Number: 8549A.00 (Amendments 1-5) 8549A.10 (Amendment 6,7,8,9)</td>
<td>Phone: 360-279-4500</td>
</tr>
<tr>
<td>Execution Date 09/16/10</td>
<td>Completion Date (Prior) December 2014</td>
</tr>
<tr>
<td>Project Title: Engineering, Facilities Plan and Preliminary Design</td>
<td>New Maximum Amount Payable $3,320,429</td>
</tr>
<tr>
<td>Description of Work: This Amendment re-allocates remaining budget between existing and new tasks, and authorizes Management Reserve budget to allow the Design Team to revise facilities for City-only flows (no Navy), and to work with the City’s GC/CM during preliminary design of the revised facilities.</td>
<td></td>
</tr>
</tbody>
</table>

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers and executed on 09/16/10 and identified as Preliminary Engineering and Facilities Plan.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:
The existing authorized Scope of Services will remain open and will be completed for the authorized budget. Line item budgets will be re-allocated between new and existing tasks, with revised tasks focused on delivering preliminary design using General Contractor/Construction Manager (GC/CM) methodology. Through this Amendment and as detailed by Exhibit D-3, Carollo will: 1) revise the size and layout of new facilities to account for City only flows (no flows from the US Navy); 2) coordinate with the City’s GC/CM during the preliminary design phase; and 3) modify field exploration services to collect geotechnical information needed to complete preliminary design.
SCOPE OF WORK is hereby changed and supplemented with the following:
Unused budget (and associated Consultant activities) anticipated to be spent on Task 300 Public Process Support and Task 600 Outfall Design will be reallocated to Subtask 740 Resize WWTP for City Only and Subtask 750 GC/CM Preliminary Design Coordination. Following reallocation of budget, Consultant will complete services necessary to support public process through the Preliminary Design Phase (through December 2014) and will deliver the outfall design and bid-phase services as originally proposed. Additionally, budget authorized by Amendment 8 to complete pump testing under Subtask 920 ($22,788), will be reallocated to existing authorized tasks described in Amendment 8 Exhibit B2, and used to: 1) drill six (6) additional borings on the site; 2) estimate the permeability of subsurface till layers; 3) include additional information into a geotechnical report; 4) coordinate with the design and GC/CM teams throughout preliminary design phase to finalize subsurface design assumptions and methods.

PROJECT COMPLETION DATE AMENDED TO: December 2014.

TIME OF COMPLETION – SCOPE OF SERVICES:

PAYMENT shall be amended as follows:
The maximum total contract value of $3,320,429 does not change. The management reserve fund has been reduced by $20,804 to complete the additional services described in Amendment 9. Exhibit D-3 summarizes the level of effort associated with these additional services. Exhibit D-4 summarizes budget reallocation needed to complete the preliminary design phase as modified by Amendment 9 within the maximum total contract value.

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

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

By: Brian R. Mase, Senior Vice President

By: Scott Dudley, Mayor

Consultant Signature

Approving Authority Signature

9/27/14 Date

Amendment No. 9
9/16/2014
Page 2 of 2
## EXHIBIT D-3

<table>
<thead>
<tr>
<th>WORK TASKS</th>
<th>Project Manager</th>
<th>QA/QC Team</th>
<th>Design Manager</th>
<th>Senior Engineer</th>
<th>Discipline Engineer</th>
<th>Staff Engineer</th>
<th>Sr. CAD/ Graphics Tech.</th>
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<th>INFO Adm. Support</th>
<th>Carollo Hours</th>
<th>Carollo DL Cost</th>
<th>Carollo Indirect Cost</th>
<th>Carollo Expenses</th>
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<td>Subtask 749 - Reren WWTP for City Only</td>
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| CAROLLO 16% (115% of Carollo Cost for Task Firm) | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 |
| SUBCONTRACT MARGINS (6% of Subcontracted Costs) | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 |
| TOTAL AUTHORIZED BUDGET | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 | 64 |

Page 1
# City of Oak Harbor

## Wastewater Treatment Plant Preliminary Design

**Budget Distribution By Task Following Amendment 9**

*September 3, 2014*

<table>
<thead>
<tr>
<th>Task</th>
<th>Original Budget Total $</th>
<th>Expended Thru 6/14 Total $</th>
<th>Remaining Pre-Amend 9 Total $</th>
<th>Re-Allocated Budget Total $</th>
<th>Remaining Post-Amend 9 Total $</th>
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<td>$142,022</td>
<td>$67,350</td>
<td>Reduced effort required to achieve site, Navy participation, and GDCM decisions. Consultant will attend meetings and/or workshops as needed during duration of pre-design.</td>
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<td>400 WWTP Preliminary Design</td>
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<td>Increased cost due to ongoing services through pre-design.</td>
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### Consultant Agreement Amendment Number 8

<table>
<thead>
<tr>
<th>Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan</th>
<th>Organization and Address</th>
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<tbody>
<tr>
<td>City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239</td>
<td></td>
</tr>
<tr>
<td>Phone: 360-279-4500</td>
<td></td>
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<tr>
<td>Project Number: 8549A.00 (Amendments 1-5) 8549A.10 (Amendment 6,7,8)</td>
<td>Execution Date 09/16/10 Completion Date (Prior) April 2014</td>
</tr>
<tr>
<td>Project Title: Engineering, Facilities Plan and Preliminary Design</td>
<td>New Maximum Amount Payable $ 3,320,429</td>
</tr>
<tr>
<td>Description of Work: This phase of the work includes additional field work and structural/code assessment, assistance with GC/CM procurement, and purchase of a field camera (to be installed by others) for site monitoring throughout the project. This amendment also extends the completion date to December 2014.</td>
<td></td>
</tr>
</tbody>
</table>

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers and executed on 09/16/10 and identified as Preliminary Engineering and Facilities Plan.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:

The existing authorized Scope of Services will remain open and will be completed for the authorized budget. Through this amendment, Carollo will: 1) complete a preliminary structural and code assessment of the Whidbey Island Bank property (Exhibit B1); 2) conduct additional pump testing with authorization by the City (Exhibit B2, Task 400); 3) purchase a CCTV camera for installation at the proposed WWTP site (Exhibit B3); and 4) provide assistance for GC/CM procurement (Exhibit B4).

**SCOPE OF WORK** is hereby changed and supplemented with the following:
PROJECT COMPLETION DATE AMENDED TO: December 2014.

TIME OF COMPLETION – SCOPE OF SERVICES: 

____________________________

PAYMENT shall be amended as follows:
The maximum total contract value of $3,320,429 does not change. The management reserve fund has been reduced by $69,367 to complete the additional services described in Amendment 8. Exhibit D-3 summarizes the level of effort associated with these additional services.

____________________________

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

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

By: Brian R. Matson, Senior Vice President

By: Scott Dudley, Mayor

Consultant Signature

Appointing Authority Signature

3/7/14

Date
TASK ORDER NO. 1
CAROLLO ENGINEERS, INC.
AND
ROBERTS ENGINEERING

This Task Order is issued by the ENGINEER and accepted by the SUBCONSULTANT pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the __ day of February, 2014, in connection with:

City of Oak Harbor
Preliminary Engineering and Facilities Plan

PURPOSE

The City of Oak Harbor (OWNER) is considering purchase of the former Whidbey Island Bank building. SUBCONSULTANT will assist the ENGINEER in evaluating the structural condition and potential future use of this building. Currently, the building is categorized for use as an Occupancy Group B under the 2012 Edition of the International Building Code. This evaluation includes the following activities:

- Gravity Load Capacity Assessment
- FEMA Seismic Rehabilitation Cost Estimate Development

These activities will provide the OWNER with information to assist in addressing the following questions:

1. What potential issues and costs are associated with maintaining the Group B occupancy of both floors?
2. What potential issues and costs are associated with changing the occupancy of the first floor?
3. What potential issues and costs are associated with changing the occupancy of both floors?

SUBCONSULTANT'S SERVICES

SUBCONSULTANT shall provide services to ENGINEER as described herein:

Task 1 – Gravity Load Capacity Assessment

Based on information provided by the OWNER, SUBCONSULTANT will perform an assessment of the gravity load capacity of representative portions of the building to determine whether they have adequate capacity to support the gravity load demands of its current occupancy. This assessment will be limited to representative portions of the building for which we have reliable “as built” construction information, including but not limited to species and grades of lumber and glulam beams, grades of steel and welds used in steel fabrications, concrete, masonry and reinforcing steel properties and allowable soil bearing capacities. Where exact information is not
available, assumptions may be made based on the best information available. The report will also discuss improvements that could be implemented should the OWNER choose to increase the gravity load demands placed on structural members of the building.

**Task 2 – FEMA Seismic Rehabilitation Cost Estimate Development**

Section 3408 of the International Building Code 2012 edition, requires that a change in the occupancy classification (use) of the existing building will require the building to be “made to comply” with the current requirements of the building code, including seismic improvements as described in Section 3408.4 Seismic. The degree to which the building need comply with the code is subject to the determination of the building official. A FEMA 156 Seismic Rehabilitation Cost Estimate will be developed to provide a range of potential seismic rehabilitation costs expected if the occupancy classification (use) is changed.

The FEMA 156 cost estimate represents the mean structural costs, based on the statistical analysis of 2088 seismic rehabilitation projects, which are directly attributable to the seismic structural strengthening of the building.

SUBCONSULTANT will perform the following services as part of Task 2:

- Develop FEMA Seismic Rehabilitation Cost Estimate based on the FEMA 156 cost estimate previously prepared.

**Assumptions:**

- Estimate does not include the cost of removing or replacing architectural finishes or costs associated with code required upgrades to gravity load carrying systems, electrical, mechanical or accessibility systems.

**Deliverables:**

- FEMA Seismic Rehabilitation Cost Estimate

**Task 3 – Summary Report Development**

Following completion of Task 1 and 2, the SUBCONSULTANT shall prepare a Draft Summary Report outlining the results of the SUBCONSULTANT’s analyses. The Draft Summary Report will summarize: 1) the apparent structural adequacy of the building to support the expected gravity loads without an increase of gravity load demands; 2) the estimated costs range for a seismic upgrade should a change of use or occupancy trigger such a requirement.

Following a review by ENGINEER and OWNER, incorporate comments and prepare a Final Summary Report of findings.

**Deliverables:**

- Draft Summary Report in PDF and native (MS Word) format
- Final Summary Report in PDF and native (MS Word) format

**TIME OF PERFORMANCE**
SUBCONSULTANT shall provide the services described above in a timely manner on or before, February 28, 2014.

PAYMENT

SUBCONSULTANT shall bill ENGINEER monthly indicating the services performed and the cost of such services according to the burdened rate of $140 per hour with a not-to-exceed Total Price limit of eight thousand dollars ($8,000).

EFFECTIVE DATE

This Task Order No. 1 is effective as of the 7th day of February, 2014.

IN WITNESS WHEREOF, duly authorized representatives of the ENGINEER and of the SUBCONSULTANT have executed this Task Order No. 1 evidencing its issuance by ENGINEER and acceptance by SUBCONSULTANT.

CAROLLO ENGINEERS, INC.

By: Karl W. Hadler
   -Associate Vice President
   -Brian Matson
   -Sr. Vice President

SUBCONSULTANT

Accepted this 6th day of February, 2014

By: Ronald Roberts
   -Officer

By: __________________________
   -Officer
PROGRESS BILLING
Please submit invoice in one pdf format to: accountspayable@carollo.com

Carollo Engineers, Inc.                      Roberts Engineering, PLCC
                                          (SUBCONSULTANT)

If mailing the invoice, please send to:

4600 E. Washington Street, Suite 500        17503 NE 137th Street
   (Address)                                   (Address)

Phoenix, AZ 85034                            Redmond, WA 98052
   (City, State, Zip)                         (City, State, Zip)

(Phone)

Sent by: _________________________________

Date: ___________________________________

Attn: Accounts Payable

Oak Harbor Whidbey Island

Subject: Bank Evaluation

Carollo Project Number 8549A.1S

Professional Services for the Period Ending

<table>
<thead>
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<th>Task Summary</th>
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<th>Previous Billings</th>
<th>Job to Date</th>
<th>Contract Limits</th>
<th>% of Budget</th>
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<td>Task 2 - FEMA Seismic Rehab Cost Estimate</td>
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Total Amounts

Prior Billings Not Paid

Progress Percent Complete (based on completed work)

NOTE: Attach SUBCONSULTANT's Current Period Invoice
February 3, 2014

Carollo Engineers
1218 Third Avenue, Suite 1600
Seattle, Washington 98101

Attention: Brian Matson, PE

Subject: Scope and Fee Estimate
Phase I Environmental Site Assessment and Geotechnical Engineering Services
Windjammer Wastewater Treatment Plant Site Evaluation
Oak Harbor, Washington
File No. 2751-017-02

INTRODUCTION

GeoEngineers, Inc. (GeoEngineers) is pleased to present this scope and fee estimate to provide Phase I Environmental Site Assessment (ESA) and Geotechnical Engineering Services for the proposed Windjammer Wastewater Treatment Plant (WWTP) proposed in the 200 block of SE Pioneer Way in Oak Harbor, Washington. The "site" consists of at least three properties: the northern portion of the site was a Whidbey Island Bank (WIB) site and parking lot; the southern portion of the site is part of the existing Windjammer Park and/or part of the existing WWTP property (see Exhibit A). This scope and fee estimate is based on conversations with Carollo Engineers, previous services performed during the siting study for the WWTP project, preliminary plans provided, and our experience in the project vicinity and with similar projects.

The proposed wastewater treatment plant will consist of the following elements:

- Administration building;
- Mechanical, electrical and chemical buildings;
- Headworks structure, which will extend approximately 20 feet below ground surface (bgs);
- Aeration basin, which will extend approximately 20 feet bgs;
- Solids and odor control buildings;
- Membrane bioreactor (MBR) building, which will extend approximately 10 feet bgs;
- Maintenance shop.
The location and configuration of the buildings has not been established onto the site as yet. We understand the northern limits of the new WWTP will likely be in the southern limits of the WIB property to allow for a future east-west roadway extension through the site. Because the site is relatively small, we understand that some of the at-grade structures will likely be constructed on top of some of the below grade structures. One boring, near the northeast corner of this site, was completed during our previous siting study. We have included explorations that will provide generalized subsurface conditions across the site to be able to address general design and construction considerations for planning and design purposes. For this scope of services, the geotechnical effort will support the design to about 30 percent stage for the project. We understand that a General Contractor/Construction Manager (GC/CM) will be brought into the project at about 10 percent design and will be involved with development of constructability and cost considerations.

Based on previous explorations in the project vicinity, subsurface conditions are likely to consist of a layer of historic fill overlying loose granular, liquefiable beach deposits, possibly a soft clay deposit, overlying dense glacial till. The fill and beach deposits are expected to increase in thickness toward the beach to the south. Deeper construction excavations, like that anticipated for the aeration basin, will require dewatering and/or shoring, and some ground improvements are anticipated for the southern structures.

SCOPE OF SERVICES

The following sections present our proposed scope of services for completion of the Phase I ESA and geotechnical engineering services.

Task 100 – Phase I ESA

The purpose of the Phase I ESA is to identify REC3\(^1\) in connection with the subject property. Our scope of services is in general accordance with the American Society for Testing and Materials (ASTM) Standard E 1527-13 for Phase I ESAs and the U.S. Environmental Protection Agency’s (EPA’s) Federal Standard 40 CFR Part 312 “Standards and Practices for All Appropriate Inquiries (AAI).” The services described below will be completed by, or under the direction of, an environmental professional as described in 40 CFR Part 312. Our specific scope of services for the Phase I ESA is as follows:

1. Review readily available geotechnical reports, environmental reports and/or other relevant documents pertaining to environmental conditions at the subject property.

2. Review the results of a federal, state, local and tribal environmental database search provided by an outside environmental data service for listings of properties with known or suspected environmental concerns on or near the subject property within the search distances specified by ASTM. Our database and file review search will include a check for and review of publications or reports on EPA and Washington State Department of Ecology (Ecology) websites concerning area wide soil and groundwater contamination on or adjacent to the subject property.

---

\(^1\) Recognized Environmental Conditions are defined in ASTM E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.”
3. Review regulatory agency files regarding listed properties of potential environmental concern relative to the subject property.

4. Identify a key site manager with specific knowledge of past and present property use and request that the key site manager meet a GeoEngineers’ representative on-site for an interview during the visual site reconnaissance and/or an interview by telephone if he or she is not available during the site reconnaissance. Identify and interview others familiar with the use and history of the subject property, as available and appropriate, including representatives of current occupants that likely use, store, treat, handle or dispose of hazardous substances now or in the past.

5. Interview current owners or occupants of neighboring properties only as necessary to gather information or fill site use data gaps regarding the subject property or if the subject property is abandoned and no owner or occupant interviews can be conducted.

6. Interview past owners and occupants of the subject property as necessary to gather information or fill property use data gaps regarding property use history.

7. Interview a representative of the local fire department, health department, and/or Ecology as necessary to gather information or fill data gaps regarding the history of the subject property and surrounding properties relative to the likely presence of hazardous substances.

8. Review historical aerial photographs, fire insurance maps, building department records, city directories, chain-of-title reports, and land use and tax assessor records, as available and appropriate, to identify past development history on and adjacent to the subject property relative to the possible use, generation, storage, release or disposal of hazardous substances. We will attempt to identify uses of the subject property from the present back to the time that records show no apparent structures on the property, back to the time that the property was first used for residential, agricultural, commercial, industrial or governmental purposes, or back to 1940, whichever is earliest.

9. Review current United States Geological Survey (USGS) topographic maps to identify the physiographic setting of the subject property and provide a statement on the local geologic, soil and groundwater conditions based on our general experience and sources such as geologic maps and soil surveys.

10. Conduct a visual reconnaissance of the subject property and adjacent properties to identify visible evidence of RECs.

11. Identify the source(s) of potable water for the subject property and current heating and sewage disposal system(s) used at the subject property, if any, and their age if readily available.

12. Identify data gaps relative to the Phase I ESA study findings.
13. Provide a written summary of the Phase I ESA results and identified RECs (including historical RECs [HRECs]\(^2\) and controlled RECs [CRECs]\(^3\), as well as de minimis conditions\(^4\), if present) along with our opinion and recommendations regarding the potential for contamination by hazardous substances at the subject property and the significance of any data gaps identified.

**We request that you complete the brief questionnaire at the end of this scope and fee estimate and provide a copy of the completed questionnaire to us as soon as possible.**

We will also observe the soil and groundwater conditions during the concurrent geotechnical study for potential contamination during completion of the borings. Soil, surface water or groundwater sampling and chemical analysis are not included as part of this Phase I ESA scope of services. If appropriate based on conditions observed and if requested, we can provide additional information regarding these services.

Our scope of services does not include an environmental compliance audit or an evaluation for the presence of lead-based paint, toxic mold, polychlorinated biphenyls (PCBs) in light ballasts, radon, lead in drinking water, asbestos-containing building materials or urea-formaldehyde insulation in on-site structures or debris or other potentially hazardous building materials.

We request that you provide the names and phone numbers of key individuals with knowledge of property use history of the subject property and notify us if tax parcel maps do not accurately reflect the boundaries of the subject property. Additionally, we request that you provide us with the following helpful information, if readily available, prior to the start of our study: 1) copies of any past ESA and/or audit reports; 2) environmental permits; 3) registrations for underground and aboveground storage tanks; 4) material data safety sheets for hazardous substances used or stored on the subject property (if any); 5) community right-to-know plans pertaining to the subject property; 6) safety plans pertaining to on-site facilities; 7) reports regarding geotechnical and/or hydrogeologic conditions; 8) notices of environmental violations and/or environmental liens or property use restrictions; 9) specialized knowledge or experience and commonly known information of which you are aware regarding the subject property and related environmental conditions; and 10) explanation for any significant difference between purchase price and market value, if the subject property is not known to be contaminated.

**Task 200 – Geotechnical Engineering Services**

The purpose of our geotechnical engineering services is to explore soil and groundwater conditions at the site and provide geotechnical engineering recommendations for the 30 percent design level. We propose the following scope of services:

**Data Review and Project Setup**

1. Review existing information including geologic maps and previous geotechnical reports in the project vicinity. Meet with Carollo Engineers to understand site selection, proposed project geometry and facilities, and develop a suitable exploration program.

\(^2\) An HREC is a past release that has been remediated to the satisfaction of the responsible regulatory agency.

\(^3\) A CREC is a past release that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in-place subject to the implementation of the required controls.

\(^4\) A de minimis condition is a condition that generally does not present a threat to human health or the environment and that generally would not be subject to an enforcement action if brought to the attention of the appropriate agencies.
Field Explorations and Laboratory Testing

1. Locate planned explorations in the field and call the state “dial-before-you-dig” contractor number to clear utility locations prior to the explorations. Parking lots typically have extensive electrical utilities for the lighting. This site visit could also serve as the reconnaissance for the Phase I ESA described above.

2. Drill four (4) geotechnical borings at the site to evaluate subsurface conditions; the borings are planned at the other three corners not explored and one toward the middle of the site, approximately as shown in the attached Conceptual Exploration Plan (Exhibit A). We will advance the borings into the dense glacial till expected to range from 30 to 60 feet bgs. We have scheduled two days of drilling and will adjust the program based on completing the maximum number and depth for reasonable characterization of the site. Our assumptions include:
   - Field samples will be observed for evidence of petroleum contamination; however, field screening (sheen test and PID) and chemical analytical testing is not included;
   - Drill cuttings may be disposed on-site;
   - No permits other than notification of the City are required; and
   - The parking area is asphalt such that no concrete coring is necessary.

3. Installation of a 2-inch-diameter open standpipe piezometer (monitoring well) at three of the boreholes for groundwater monitoring and installation of 4-inch-diameter test well at one location. The larger diameter well will be used for a future pump test (see Task 400 – Dewatering Assessment Pump Test).

4. Develop the monitoring wells the day after well installation by surging and bailing and/or pumping to remove fine sediment and drilling debris from the well screen and filter pack. This step is important to ensure a good hydraulic connection with the surrounding soils that will then provide accurate water levels and optimal conditions for slug/pump testing. We have budgeted for approximately one day to complete this task.
   - We assume that the City will conduct periodic monitoring of groundwater levels over time.

5. Conduct a day of slug testing to estimate the hydraulic conductivity of the soils. We will complete testing on all three of the 2-inch monitoring wells to provide a preliminary evaluation of hydraulic characteristics of the water-bearing materials for dewatering needs, as well as determine relative variability across the site. A pressure transducer will be installed in one piezometer for approximately 72 hours to evaluate potential tidal influence on groundwater elevations.

6. Conduct analysis and evaluation of pertinent physical and engineering characteristics of the foundation and subgrade soils based on laboratory tests performed on samples obtained from the explorations. We have assumed that laboratory testing will include determination of soil moisture content, Atterberg limits, and grain size distribution as applicable to the soils encountered. We have also included sufficient budget to complete one laboratory consolidation test (oedometer) if appropriate for soils encountered.

7. Provide soil corrosion testing of soil samples at locations and depths as requested, with preliminary report presenting corrosion potential (such as Ductile Iron Pipe Research
Association [DIPRA]) including pH, resistivity, oxidation-reduction potential, sulfides, chlorides, and sulfates, as applicable. We have assumed up to four sets of samples will be tested.

The explorations will be monitored by one of our geotechnical engineers or engineering geologists on a full-time basis. Our representative will obtain samples of the various soils encountered, classify the materials and maintain a detailed log of the exploration. The soil samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as appropriate.

**Engineering Analysis and Report**

GeoEngineers will complete geotechnical engineering analysis and report preparation, as described below.

1. Evaluate geohazards per City of Oak Harbor Critical Areas Ordinance (CAO).

2. Provide seismic design considerations based on the 2012 International Building Code (IBC). Because it is anticipated that ground improvement (densification) will be required at this site, we have not included preparation of a site-specific response spectra in our scope of services at this time.

3. Develop recommendations for foundation design for the proposed structures. We will work with the design team to determine the most cost effective technique, as appropriate. We expect that shallow spread footings or mat foundations may be feasible for the proposed structures. We will include discussion of ground improvement techniques and/or pile support of structures as appropriate depending on soil conditions encountered, foundation loads and settlement tolerances of the proposed structures. We will provide conclusions and recommendations regarding design and construction for the facilities that will include some or all of the following:

   a. Seismic performance and mitigation. Included will be an evaluation of potential for soil liquefaction and liquefaction induced settlement and lateral spreading.
   
   b. Foundation improvements, support, and performance (settlement).
   
   c. Recommendations for slab-on-grade support.
   
   d. Wall design pressures including active, at-rest, and passive soil pressures, and hydrostatic and seismic loading for design.
   
   e. Soil coefficient of friction for resistance to lateral forces.
   
   f. Recommendations for pavement subgrade support and design sections (if requested) for parking and driveway areas.
   
   g. Typical drainage considerations based on the groundwater conditions encountered or expected for shallow structures.
   
   h. Hydrostatic pressures and buoyancy/uplift, dewatering considerations, including evaluation and discussion of tidal effects. Our dewatering recommendations will include the items presented in Task 400 – Dewatering Assessment and Pumping Test below.
   
   i. Provide design recommendations to mitigate buoyance/uplift, such as use of helical anchors, or similar.
   
   j. Recommendations for pipe trenching, support, and bedding.
k. Recommendations for earthwork including stripping depth, site preparation, use of on-site soils for structural fill, imported soils and compaction criteria for foundation support.

l. Conclusions regarding temporary slopes to construct below-grade walls and temporary shoring recommendations. We expect significant collaboration with the design team and GC/CM regarding dewatering, sheet piles, bracing and/or tiebacks for management of the deeper excavations.

4. Provide an electronic version of our draft geotechnical report with our conclusions and recommendations. Exploration logs, a site plan, cross sections of the subsurface profile and any supporting test data will be included. A final report will be submitted after receiving feedback from the design team and GC/GM.

**Task 300 – Meetings and Project Management**

1. We anticipate meeting attendance and coordination with the GC/CM will be required during this phase of the project and have included time for four meetings (two in Seattle and two in Oak Harbor), if requested.

2. We have included time to prepare six brief design memoranda during the course of the project to expedite toward 30 percent design; all design information will be incorporated into the final report.

3. Provide project management during the environmental and geotechnical phases of work, including project tracking, monthly invoicing, and miscellaneous consultation and coordination with the design team.

**Task 400 – Dewatering Assessment and Pumping Test**

A pumping test will be completed at the site to collect additional hydrogeologic data and produce an analysis of groundwater conditions to provide a Dewatering Assessment report that will enable the GC/CM to bid and implement a system of wells to effectively dewater the excavation during the site excavation and construction. The pumping test will reduce the risk to the dewatering contractor and should provide a much more accurate dewatering design and cost for construction.

For this task, the larger, 4-inch-diameter well installed in the previous exploration phase will be utilized as a pumping well. If this task is authorized, an additional shallow 2-inch standpipe piezometer would be installed in close proximity to the pumping well to measure drawdown effects. The layout for these wells will be internal to the area of expected excavation below the water table. Based on the potential volumes of discharge water anticipated during this pump test, water discharge options and locations will be required and alternatives will be developed in consultation with the City. Tentatively, our scope of services for this task would include:

1. Coordinate with the project team regarding subsurface exploration for the dewatering assessment. We will identify well screen intervals, and depths, and document the well installation and development during our site exploration phase of work.
2. Conduct pumping tests in the test well consisting of the following:
   - A step-rate pumping test to evaluate the yield performance characteristics of the
dewatering well and select an appropriate rate for a constant-rate pumping test. We
propose a 4-hour step-rate pumping test that consists of four, one-hour steps during
which the well will be pumped at progressively higher rates. During this phase of testing,
water elevation data will be collected at the test well and from the nearby observation
wells using automated pressure sensors supplemented by periodic manual
measurements.
   - Perform a constant-rate pumping test during which the discharge rate will be held
constant for a period of at least 24 hours. During this phase of testing, water level data
will be collected at the test well and nearby wells using automated pressure sensors
supplemented by periodic manual measurements to determine the extent and depth of the
cone of depression developed during pumping. We will coordinate with the City to
see if City personnel can facilitate some data collection.
   - At the end of each pumping period, when the pump is turned off, data will also be collected
on the recovery of water levels as they return toward the pre-pumping or 'static' condition.
   - Collate, reduce and analyze drawdown and recovery data collected from the pumping test
to characterize the hydrogeologic conditions that will control dewatering efforts at the site.

3. Monitor field parameters for samples of the discharge water collected periodically during
pumping. Parameters will include temperature, specific electrical conductivity (SEC),
dissolved oxygen (DO), turbidity and oxidation-reduction potential (ORP).

4. We have assumed that the site and groundwater are not contaminated. Water generated
during the pump test will be periodically monitored for sheen and volatile compounds.
If evidence of contamination is detected during pumping, samples will be collected, then
the pumping test will be terminated.

5. Provide a technical memorandum that describes the hydrogeologic conditions controlling the
presence, flow and recharge of groundwater beneath the site, including potential tidal
effects: anticipated extent and depth of excavations required; dewatering methods and
options for controlling groundwater; discharge rate estimates; review of water disposal
options and permitting requirements; and recommended water treatment techniques,
if necessary. This scope item will include preparation of project-specific dewatering
specifications for inclusion in the construction bid documents being prepared by
Carollo Engineers.

6. Include final dewatering assessment details with the geotechnical report.

Task 500 – Additional Site Exploration Services

The site could be variable, depending on the historical ground modification that has occurred at the site.
We have included additional site exploration to fill in potential gaps in information obtained. We have
included budget for one additional day of drilling and one day of test pits with a subcontracted drill rig and
excavator. These services will only be completed following written authorization by Carollo Engineers.
SCHEDULE, TERMS, AND BUDGET

GeoEngineers is available to begin work immediately following notice to proceed. The primary variable in beginning field explorations is the availability of the drilling subcontractor for the explorations. Currently, the drilling subcontractor is scheduled about three to four weeks out. We will complete the Phase I ESA information review, and site reconnaissance before the drilling begins, with a planned completion date of March 5, 2014.

The majority of the geotechnical laboratory testing and analyses will be completed approximately two to four weeks after the explorations are completed. We can provide verbal results to team members as the results become available. We assume that two separate reports will be prepared. We expect that our Phase I ESA report can be available within four to six weeks of authorization. We suggest that geotechnical/hydrogeologic design memoranda be provided during the 30% design and the draft report not be prepared until close to the finish of this phase to minimize changes. If this schedule does not meet your needs, please contact us regarding any modifications that will allow you to meet your time schedule.

We propose to conduct our services on a time and expenses basis in accordance with the attached Schedule of Charges and terms of the mutually negotiated contract with Carollo Engineers. The fee for our services will be in accordance with the approximate breakdown provided in Table 1 below. We will not provide additional services beyond the fees estimated below without your written authorization.

**TABLE 1. ESTIMATED FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td><strong>Task 100 – Phase I ESA</strong></td>
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<tr>
<td><strong>Task 200 - Geotechnical Engineering Services</strong></td>
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</tr>
<tr>
<td>Project Set-up, Review Existing Information, Develop Exploration Plan</td>
<td>$2,500</td>
</tr>
<tr>
<td>Utility Locate/Coordinate Subcontracted Explorations</td>
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</tr>
<tr>
<td>Subcontracted Drilling Services</td>
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</tr>
<tr>
<td>GeoEngineers’ Field Services (Drilling, Well Development, Slug Test)</td>
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</tr>
<tr>
<td>Laboratory Testing and Log Preparation</td>
<td>$3,250</td>
</tr>
<tr>
<td>Engineering Analysis, Report Preparation</td>
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<td><strong>Task 300 – Meeting Attendance, Design Memos and Project Management</strong></td>
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<td><strong>Task 400 – Dewatering Assessment Pump Test</strong></td>
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<td><strong>Task 500 – Additional Site Exploration Services</strong></td>
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<tr>
<td>Subcontracted Borings</td>
<td>$3,500</td>
</tr>
<tr>
<td>Subcontracted Test Pits</td>
<td>$1,500</td>
</tr>
<tr>
<td>GeoEngineers’ Field Services (Locates, Explorations)</td>
<td>$3,500</td>
</tr>
<tr>
<td><strong>Estimated Additional Explorations Subtotal</strong></td>
<td><strong>$8,500</strong></td>
</tr>
<tr>
<td><strong>Estimated Project Total</strong></td>
<td><strong>$76,250</strong></td>
</tr>
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</table>
Client's oral authorization to initiate services shall be considered by both parties as formal acceptance of all terms and conditions of this Agreement unless different terms from those represented in the Agreement are introduced by Client prior to commencement of services.

We anticipate further involvement during 60 and 90 percent design that has not been included in this scope or budget. Our level of involvement during construction will depend upon the conditions encountered and foundation complexity.

This scope and fee estimate is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this scope and fee estimate and look forward to continued work with you during the design phase of this project. Formal authorization for our services can be provided by signed task order referencing this scope and fee estimate, or by returning one signed copy of this scope and fee estimate. Please call if you have questions.

Sincerely,
GeoEngineers, Inc.

Sean W. Cool, PE
Senior Geotechnical Engineer

J. Robert Gordon, PE
Senior Principal

Attachments:
Exhibit A - Conceptual Exploration Plan
Schedule of Charges – Puget Sound Special 2014
User Questionnaire

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.
Schedule of Charges – 2014

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

**Professional Staff**
- Staff 1 Scientist/Analyst $88/hour
- Staff 1 Engineer $94/hour
- Staff 2 Scientist/Analyst $99/hour
- Staff 2 Engineer $104/hour
- Staff 3 Scientist/Analyst $114/hour
- Staff 3 Engineer $120/hour
- Engineer/Scientist/Analyst 1 $135/hour
- Engineer/Scientist/Analyst 2 $140/hour
- Senior Engineer/Scientist/Analyst 1 $145/hour
- Senior Engineer/Scientist/Analyst 2 $156/hour
- Associate $176/hour
- Principal $192/hour
- Senior Principal $233/hour

**Technical Support Staff**
- Administrator 1 $61/hour
- Administrator 2 $71/hour
- CAD Technician $64/hour
- CAD Designer $74/hour
- Technician $64/hour
- Senior Technician $74/hour

**Software Development Staff**
- Database Architect/Analyst $166/hour
- Senior Database Architect/Analyst $187/hour
- Business Analyst $166/hour
- Senior Business Analyst $187/hour
- Software Architect/Developer $187/hour
- Senior Software Architect/Developer $207/hour
- IT Project Manager $207/hour
- Senior IT Project Manager $233/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.
**Equipment**

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<td>Air Sparging Field Test, per day</td>
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<td>Construction Monitoring Equipment</td>
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<td>Continuous recording data logger, per day</td>
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<tr>
<td>Environmental Exploration Equipment, per day</td>
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<td>Field water quality testing equipment, per day (1 day min.)</td>
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<td>Gas Detection and Oxygen Meters, per day (1 day min.)</td>
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<td>Generator, per day (1 day min.)</td>
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<td>Groundwater Monitoring Equipment, per day</td>
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<td>Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day</td>
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<td>Vapor Extraction Field Test, per day</td>
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<td>Vehicle usage, per mile, or $50/day, whichever is greater</td>
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<td>Vehicle - 4-wheel drive truck, per day (1 day min.)</td>
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<tr>
<td>Water disposal equipment, per use, per day</td>
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<tr>
<td>Water Quality Equipment, per day</td>
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Specialized and miscellaneous field equipment, at current rates, list available upon request.

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**Associated Project Costs (APC)**

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.
PHASE I ESA USER QUESTIONNAIRE
WINDJAMMER WASTEWATER TREATMENT PLANT SITE EVALUATION
OAK HARBOR, WASHINGTON
GEI FILE NO. 2751-017-02

In order to qualify for one of the federal landowner liability protections, and to enable us to fully address the objectives of the Phase I ESA, please complete the questionnaire below to the best of your knowledge and provide the additional information requested.

7. Are you aware of any environmental cleanup liens against the subject property that are filed or recorded under federal, tribal and state or local law?
   □ YES □ NO □ DON'T KNOW   Explain:

8. Are you aware of any Activity and Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls, that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state or local law?
   □ YES □ NO □ DON'T KNOW   Explain:

9. As the user of this Phase I ESA, do you have any specialized knowledge or experience related to the subject property or nearby properties? For example are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
   □ YES □ NO □ DON'T KNOW   Explain:

10. Does the purchase price being paid for the subject property reasonable reflect the fair market value of the property?
    □ YES □ NO □ DON'T KNOW   Explain:
    a. If you conclude that there is a difference and you answered NO above, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?
       □ YES □ NO □ DON'T KNOW   Explain:

11. Are you aware of commonly known or reasonably ascertainable information about the subject property that would help us identify conditions indicative or releases or threatened releases? For example,
    a. Do you know the past uses of the property?
       □ YES □ NO □ DON'T KNOW   Explain:
    b. Do you know of specific chemicals that are present or once were present on the property?
       □ YES □ NO □ DON'T KNOW   Explain:
    c. Do you know of spills or other chemical releases that have taken place at the property?
       □ YES □ NO □ DON'T KNOW   Explain:
    d. Do you know of any environmental cleanups that have taken place at the property?
       □ YES □ NO □ DON'T KNOW   Explain:

12. Based on your knowledge and experience related to the subject property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?
    □ YES □ NO □ DON'T KNOW   Explain:
User Questionnaire Completed By (Name and Organization): ________________________________

______________________________________________________________________________

Date: __________________________________________________________________________

List of Requested Information, If Available

- Names and phone numbers of key individuals with knowledge of property use history.
- A map showing the boundaries of the subject property.
- Tax ID numbers for parcels included within the subject property.
- Copies of any past environmental site assessment and/or audit reports or risk assessment studies.
- Environmental permits.
- Registrations for underground and aboveground storage tanks (if any).
- Material data safety sheets for hazardous substances used or stored on-site (if any).
- Community right-to-know plans pertaining to the subject property.
- Safety plans pertaining to on-site facilities.
- Reports regarding geotechnical and/or hydrogeologic conditions at or near the subject property.
- Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the subject property or relating to environmental liens encumbering the property.
- Recorded Activity Use Limitations (AULs)
- Chain-of-Title or other Title Report documents
### Invoice

**CWF - Carollo Consultant Agreement Amend No. 12 - Attachment B**

**Sold To:**
Joe Stowell  
Carollo Engineers, Inc.  
1218 3rd Ave # 1600  
Seattle, WA 98101

**Ship To:**
Joe Stowell  
Carollo Engineers, Inc.  
1218 3rd Ave # 1600  
Seattle, WA 98101

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Duration: 12 months                                   | 6,300.00   | Ea. | 6,300.00       |
| 1.00         | ECSS01114   | EarthCam Control Center - Streaming Video Edition - HD Robot  
Duration: 12 months                                   | 0.00       | Ea. | 0.00           |

**Comments:**

**Tax Summary:**

| NT | 0.00 |

**ALL PRICING IN U.S. DOLLARS**

**Subtotal**  
6,300.00

**Total sales tax**  
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**Total order**  
6,300.00
EXHIBIT B4 – SCOPE OF SERVICES
ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY DESIGN PHASE

TASK 500 – PROJECT DELIVERY ANALYSIS

The objective of this task is to assist the City in procuring a General Contractor/Construction Manager (GC/CM) firm to participate in the Project. Consultant will provide the following services under Amended Task 500:

Subtask 520 – GC/CM Procurement Assistance

Coordinate with City’s Third Party Owners’ Advisor (OA) to develop information needed by the City to authorize GC/CM delivery. Assist in developing and presenting materials needed for GC/CM approval by the Washington State Project Review Committee (PRC). Following PRC approval, assist in developing Request for Qualification (RFQ), GC/CM contract documents, and Request for Final Proposal (RFFP) materials, as directed by the OA. Review proposals, participate in GC/CM interviews, and advise the City during GC/CM selection.

Subtask 520 Assumptions:
1. City’s OA will lead GC/CM procurement efforts. Consultant’s participation involves review of key materials and assistance in developing contract documents, cost estimates, presentation materials, etc.
2. Consultant Project Manager will attend and participate in the following activities related to GC/CM procurement:
   a. Up to four (4) coordination meetings with the City’s OA.
   b. PRC presentation.
   c. Up to two (2) Council Meetings to facilitate GC/CM procurement (as directed by Owner).
   d. On-site pre-proposal conference during the GC/CM selection process.
   e. On-site GC/CM interviews.
   f. Two (2) meetings with City selection panel to review and score GC/CM proposals and interviews.

Subtask 520 Deliverables:

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<thead>
<tr>
<th>Deliverable</th>
<th>Subtask</th>
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<tr>
<td>(1) Materials for GC/CM procurement</td>
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<td>As Directed by OA</td>
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<tr>
<td>(1) Written/verbal input for GC/CM selection</td>
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<td>Spring 2014</td>
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<td>WORK TASKS</td>
<td>Project Manager</td>
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<td>TASK 900 - MANAGEMENT RESERVE AUTHORIZATION</td>
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<td>Subtask 910 - Structural/Code Assessment</td>
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<td>Subtask 920 - Pump Testing</td>
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<td>SUBCONSULTANT MARKUP (5% of Subconsultant Cost)</td>
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The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers and executed on 09/16/10 and identified as Preliminary Engineering and Facilities Plan.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:
The existing authorized Scope of Services will remain open and will be completed for the authorized budget. Through this amendment, Carollo will prepare a SEPA document by utilizing the existing documentation prepared for the project and will support the Wastewater Facility Plan and State Environmental Review Process (SERP) documentation. Deliverables will include an internal review draft, including graphics, and a final “camera-ready” draft that incorporates comments by the City. The City will be responsible for public notification and printing and distribution of the SEPA checklist.

**SCOPE OF WORK** is hereby changed and supplemented with the following:
PROJECT COMPLETION DATE AMENDED TO: May 2014.
TIME OF COMPLETION – SCOPE OF SERVICES: _____________________________

PAYMENT shall be amended as follows:
The maximum total contract value of $3,320,429 does not change. The management reserve fund has been reduced by $9,327 to complete the additional services described in Amendment 7. Exhibit D-3 summarizes the level of effort associated with these additional services.

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

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

By: Brian R. Matson, Senior Vice President

By: Scott Dudley, Mayor

Consultant Signature

Approving Authority Signature

Date: 5/29/13
<table>
<thead>
<tr>
<th>WORK TASKS</th>
<th>Project Manager</th>
<th>QA/QC Team</th>
<th>Design Manager</th>
<th>Senior Engineer</th>
<th>Discipline Engineer</th>
<th>Staff Engineer</th>
<th>Sr. CAD/ Graphics Tech.</th>
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## ESA
**Budget Proposal**
**Version:** 6/23/13

### Project Details
- **Project No.:**
- **Project Title:** Oak Harbor Wastewater Facilities Project
- **Client:** City of Oak Harbor / Carollo
- **Budget Total:** $8,386

### Project Manager
- **Project Manager:** Lisa Adolfson
- **Contract No.:**
- **Location:** Seattle

### Task 1: SEPA Checklist Preparation

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**Task 1 Subtotal Hours:** 5 28 24 6 6 69 8,386

### Task 99999: Reimbursable Expenses

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**Subtotal Reimbursables:** $0

**Project Total:** $8,386
Consultant Agreement Amendment Number 6

Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan

Organization and Address
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98239

Phone: 360-279-4500

Project Number: 8549A.00 (Amendments 1-5) 8549A.10 (Amendment 6)

Execution Date
09/16/10

Completion Date (Prior)
April 2014

Project Title: Engineering, Facilities Plan and Preliminary Design

New Maximum Amount Payable
$3,320,429

Description of Work: This phase of the work includes: development of preliminary engineering documents for Value Engineering (VE); additional engineering and public process support to select the final location within the Windjammer Vicinity site; development of procurement documents to select key process equipment (membranes and ultraviolet [UV] disinfection equipment); development of WWTP preliminary design to approximately 30 percent detail; assisting with selecting the preferred delivery method to complete WWTP construction; and development of Final Construction Documents, permits and bid period services for a replacement marine outfall into Oak Harbor.

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers and executed on 09/16/10 and identified as Preliminary Engineering and Facilities Plan.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:
The existing authorized Scope of Services will remain open and will be completed for the authorized budget. Please see the attached Scope of Services (Exhibit B), for additional phases of work.

**SCOPE OF WORK** is hereby changed and supplemented with the following:
PROJECT COMPLETION DATE AMENDED TO: May 2014.
TIME OF COMPLETION – SCOPE OF SERVICES: 

PAYMENT shall be amended as follows:
If all tasks in Amendment 6 and prior amendments are authorized, the maximum payable amount will be $3,221,326. An additional Management Reserve budget at $99,103 may be authorized by the City, bringing the total contract value to $3,320,429. See Exhibit D-3 for a summary and detail of the level of effort associated with the additional Scope of Services.

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

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

By: Brian R. Matson, Senior Vice President

By: Scott Dudley, Mayor

Consultant-Signature

Approving Authority Signature

Date
DATE: October 19, 2012
SUBJECT: Consultant Agreement Amendment No. 5
WO#: 8549A00
COPIES TO: File

1218 THIRD AVENUE, SUITE 1600
SEATTLE, WASHINGTON 98101-3032
FAX: (206) 903-0419
PHONE: (206) 684-6532

TRANSMITTAL FORM

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

ATTENTION: Nacelle J. Heuslein, CMC

THE FOLLOWING ITEMS ARE:

☑ ENCLOSED
☐ REPORT
☐ COST ESTIMATE
☐ TEST RESULT
☐ CHECK PRINT
☐ CALCULATIONS
☐ SENT SEPARATELY
☐ SPECIFICATION
☐ PROGRESS EST.
☐ OTHER

VIA: UPS

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THESE DATA ARE SUBMITTED:
☑ AT YOUR REQUEST
☐ FOR YOUR REVIEW
☐ FOR YOUR APPROVAL
☐ FOR YOUR ACTION
☑ FOR YOUR FILES
☐ FOR YOUR INFORMATION

GENERAL REMARKS: Please sign and return one copy of each.

Sincerely,

CAROLLO ENGINEERS, INC.

By: Brian Matson, P.E.

Enclosures
**Consultant Agreement Amendment Number 5**

| Organization and Address | City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98239 |
|--------------------------|--------------------------------------------------|
| Phone: 360-279-4522      | Execution Date 9/16/10  
Completion Date (Prior) December 2012 |
| Project Number: 8549A.00 | New Maximum Amount Payable $1,239,261 |

**Original Agreement Title:** Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan

**Project Title:** Preliminary Engineering and Facilities Plan

**Description of Work:** This phase of the work includes further characterization of the selected site and surrounding properties to allow for final site selection and preliminary design (30%).

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers executed on 9/16/10 and identified as: Preliminary Engineering and Facilities Plan

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

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby amended to add the following:

Please see the attached scope of work.

SCOPE OF WORK is hereby changed and supplemented with the following:

---

Amendment No. 4  
10/4/2012

Page 1 of 2
PROJECT COMPLETION DATE AMENDED TO: April 2014

PAYMENT shall be amended as follows:
If all tasks in Amendment 5 are completed, the maximum payable amount of $1,089,561 will be increased by $149,700 to $1,239,261. Up to $88,301 is authorized initially. An additional $66,399 may be authorized in writing by the City.

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

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

By: Brian Melson, Vice President
Consultant Signature

By: Scott Dudley, Mayor
Approving Authority Signature
Date
EXHIBIT B - SCOPE OF SERVICES
AMENDMENT NO. 5 – September 28, 2012

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY ENGINEERING AND FACILITIES PLAN

AMENDMENT 5 PURPOSE

The Windjammer Vicinity has been selected as the proposed site for a new wastewater treatment plant (WWTP) for the City of Oak Harbor (City). Additional site investigation is required before the City can acquire property and initiate design. Information collected as a result of this amendment will provide the City with surface, subsurface, and environmental information to help quantify risks prior to moving forward. Also, a new site near the Windjammer Vicinity is under consideration. Amendment 5 provides scope for necessary additional tasks including preliminary topographical and boundary surveys; geotechnical exploration; and technical/cost analysis of the new site. This amendment also includes a Phase 1 Environmental Site Assessment (ESA) and more detailed topographical/boundary surveys, to be conducted once the final site for the new WWTP has been selected.

SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT
The scope for Task 100 is increased to include project management activities support services outlined in this amendment, and to extend activities four (4) months beyond the anticipated duration of the authorized contract.

The existing Task 100 contract limit has been increased by $8,997 to reflect the additional scope and extended contract duration.

TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING
No change to Task 200 Scope and Contract Limit.

TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING
No changes to Task 300 Scope and Contract Limit.

TASK 400 – OUTFALL EVALUATION
No changes to Task 400 Scope and Contract Limit.

TASK 500 – REUSE OPPORTUNITIES
No changes to Task 500 Scope and Contract Limit.

TASK 600 – FACILITIES PLAN
No changes to Task 600 Scope and Contract Limit.
TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION
No changes to Task 700 Scope and Contract Limit.

TASK 800 – PUBLIC PROCESS SUPPORT
No changes to Task 800 Scope and Contract Limit.

TASK 900 – MANAGEMENT RESERVE
No changes to Task 900 Scope and Contract Limit.

TASK 1000 – SITE SURVEY AND MAPPING
The purpose of Task 1000 is to provide site survey and mapping data for the Windjammer Vicinity site. This task will be completed in two phases. During the initial phase, preliminary survey and mapping will be completed on approximately 58 acres as shown in Attachment 1 and generally described as: Island County Parcels S6565-00-00B02-0, S6565-00-00B18-0, S6565-00-00B34-2, S6565-00-00B05-2, S6565-00-00B13-1, S6565-00-00B17-0, S6565-00-00B06-0, S6565-00-00B20-0, S6565-00-00B21-0, S6565-00-00B14-0, S6565-00-00B09-0, S6565-00-00B22-0, R13202-106-0750; related adjacent parcels owned by the City of Oak Harbor, baseball fields; a lot north of existing Bayshore Drive; and a lot near the Windjammer Vicinity. Once a final site has been selected, a second phase will be completed to collect detailed topographical information on this site.

Subtask 1010 – Phase 1 Preliminary Survey
Survey activities will include:

- Establish legal property lines for all parcels included within the site outlined in Attachment 1:
  - Field locate and tie all existing property boundary corners.
  - Research property ownership records and identify any boundary encroachments, discrepancies, or easements that could affect acquisition of properties within the site, and delineate encroachments on boundary lines.

- Establish horizontal control:
  - Locate existing City of Oak Harbor control points.
  - Establish new horizontal control points as needed. Reference horizontal datum plan coordinates to Washington State Plan Coordinates (NAD 83/98). Mark new control with permanent brass cap monuments with labels as specified by the City.

- Establish vertical control:
  - Locate existing City of Oak Harbor control points.
  - Establish elevations on new horizontal control points. Reference vertical datum to NAVD-88.

- Provide a preliminary topographical survey of the site, including:
  - Attend a site walk through prior to starting field work.
  - Shoot up to 20 spot elevations at locations selected during the site walkthrough.
  - Coordinate with utility locating service to identify and paint on site all underground utilities. Delineate underground utilities as marked by a locating service.
  - Coordinate with geotechnical work on the site, and identify locations of borings marked by geotechnical subconsultant.
Subtask 1020 – Phase 2 Detailed Survey

Survey activities will include:

- Establish legal property lines for up to three parcels included within the site outlined in Attachment 1 to be determined at a later date:
  - If corners are missing set new corners.
  - File Record of Survey in accordance with Washington State Survey Recording Act.

- Provide a topographical survey of a site to be determined (up to 10 acres in area), including:
  - Attend a site walk through prior to starting field work.
  - Spot elevations and cross sections as needed to generate accurate contours at one (1) foot delineation.
  - Delineate major physical features of the site including but not limited to edges of pavement, curb lines, sidewalks, building corners, top/bottom of ditches, trees, signs, etc.
  - Coordinate with utility locating service to identify and paint on site all underground utilities. Delineate underground utilities as marked by a locating service.
  - Provide mapping of site based on AutoCAD 2009 (Version 9) showing topographical detail, spot elevations, and one (1) foot contour lines.
  - Provide final electronic files of survey points and descriptors.

Task 1000 Assumptions:

1. Field work does not include potholing for utilities.
2. Title reports and survey recording fees will be provided by the City.
3. Field survey will include as much of the site as can be surveyed at low tide. Soundings of Oak Harbor Bay are not included.
4. Survey deliverables will be stamped and signed by a Professional Surveyor licensed by the State of Washington.

Task 1000 Deliverables:

1. New survey control field monuments as defined above.
2. Original topographic survey map (24" by 36") and electronic files, as defined above for Phase 1 and Phase 2 surveys.
3. Record of Survey filed with auditor and electronic files.

Task 1000 is a new task with a budget of $62,720. Subtask 1010 is authorized with a budget of $25,000. Subtask 1020 may be authorized by the City at a later date, with a budget of up to $37,720.
TASK 1100 – GEOTECHNICAL EXPLORATION

The purpose of Task 1100 is to determine soil and groundwater conditions at the site at a level of detail that is sufficient enough to provide geotechnical engineering recommendations for preliminary design. As defined below, the scope of services for Task 1100 includes:

Subtask 1110 – Geotechnical Exploration

Complete the following services to provide geotechnical information sufficient for preliminary (approximately 30 percent) level of design detail:

- Review existing information including geologic maps and previous geotechnical reports in the project vicinity. Conduct an initial site visit to evaluate surface conditions and coordinate with the design team to develop a suitable exploration program.

- Locate borings in the field and call the state “dial-before-you-dig” contractor number to clear utility locations prior to the explorations, and/or coordinate a private utility locating service to ensure buried utilities are identified prior to digging.

- Drill ten (10) geotechnical borings located around the site as determined by the City and ENGINEER to evaluate subsurface conditions:
  - Provide a licensed geotechnical engineer or engineering geologist on a full-time basis during field exploration to obtain samples of the various soils encountered, classify the materials, and maintain a detailed log of the exploration.
  - Seal and return collected soil samples to a laboratory for additional examination and laboratory testing, as required.
  - Install a 2-inch diameter open standpipe piezometer (monitoring well) inside of two (2) of the boreholes for groundwater monitoring.

- Conduct analysis and evaluation of pertinent physical and engineering characteristics of the foundation and subgrade soils based on laboratory tests performed on samples obtained from the explorations. Laboratory testing will include determination of soil moisture content, Atterberg limits, and grain size distribution as applicable to the soils encountered.

- Provide seismic design considerations based on the 2009 or 2012 International Building Code (IBC).

- Develop recommendations for foundation design for the proposed structures. Include discussion of ground improvement techniques and/or pile support of structures as appropriate depending on soil conditions encountered, foundation loads and settlement tolerances of the proposed structures.

- Provide lateral soil pressures and lateral resistance parameters for subsurface elements.

- Provide recommendations for slab-on-grade support.

- Provide recommendations for pavement subgrade support and design sections for parking and driveway areas.

- Provide drainage considerations based on the groundwater conditions encountered or expected and provide dewatering considerations.
- Provide recommendations for earthwork including stripping depth, site preparation, use of on-site soils for structural fill, imported soils and compaction criteria for foundation support.
- Provide conclusions regarding temporary slopes to construct below-grade walls and temporary shoring recommendations, if required.
- Attend up to two (2) meetings in Oak Harbor to discuss results of explorations and preliminary recommendations.

**Subtask 1120 Additional Exploration As Authorized**

Subtask 1120 provides budget for additional site exploration as deemed necessary and authorized by the City and ENGINEER. Budget is provided for two additional days of drilling and one day of test pits with a subcontracted drill rig and excavator.

**Subtask 1130 Archaeological Support**

Section 106 of the National Historic Preservation Act (NHPA), SEPA and Executive Order 05-05 requires agencies to consider the effects of their actions on historic properties and to consult with others in carrying out historic preservation activities. Washington State also has a series of RCWs and the Associated WACs that regulate work in and around a range of cultural resources including human remains. The purpose of Subtask 1130 is to provide archaeological support during the geotechnical exploration of the site, in accordance with these regulations, including:

- Assist in developing the Area of Potential Effect (APE).
- Conduct background research on project and study area.
- Provide on-site monitoring and examination of geotechnical samples collected during field exploration.

**Task 1100 Assumptions:**

1. No special permits are required to complete the scope outlined herein.

2. City will coordinate with existing property owners and provide written permission to access site prior to authorizing work.

3. The site consists of multiple properties including: a car sales and maintenance facility; part of the existing Windjammer Park; and several parking lots. City and ENGINEER will coordinate with Geotechnical Engineer in selecting locations for field exploration during a site visit.

4. Drill cuttings will be disposed on site. Concrete surfacing will be cored in advance of the borings with a concrete corer.

5. Geotechnical Engineer's site visit will serve as the reconnaissance for the Phase I ESA (Task 1200).

6. The cost of filed exploration depends on the number of days of drilling. The budget for Task 1100 assumes two (2) days of drilling. The program may be adjusted within these
two days to complete a number and depth of borings to allow for reasonable characterization of the site.

7. The cost of field exploration depends on the total depth of drilling. The budget for Task 1100 assumes: one (1) boring of approximately 50 feet below ground surface (bgs); two (2) borings to approximately 20 feet bgs; seven borings of approximately 20 to 30 feet bgs. Additional exploration budget may be used as authorized by City and ENGINEER, if required by field conditions.

8. Piezometers installed during field exploration may be used for future pump or slug testing. These tests are not included in this scope.

Subtask 1130 scope specifically does not include

- A phase one field investigation that includes subsurface testing in the project area;
- Costs associated with completing Historic Property Inventory Forms (HPIFs) for any buildings older than 50 years;
- Costs associated with developing additional plans, protocols, or permits should they be required for this project;
- Costs associated with encountering human remains or other archaeological findings that may be encountered during the field testing.

Task 1100 Deliverables:

1. Draft and Final Preliminary Geotechnical Report (electronic .PDF version) summarizing field work and including conclusions and recommendations for preliminary design.

2. Exploration logs, a site plan, cross sections of the subsurface profile and any supporting test data.

3. A brief project memorandum describing archaeological conditions encountered at the site in compliance with Section 106 of the NHPA.

Task 1100 is a new task with a budget of $55,359. Subtasks 1110 and 1130 are authorized with a budget of $40,134. Subtask 1120 may be authorized by the City at a later date, with a budget of up to $15,225.

TASK 1200 – PHASE 1 ESA
The purpose of Task 1200 is to conduct a Phase 1 Environmental Site Assessment (ESA) to identify the recognized environmental condition (REC) associated with the site in preparation for a future property acquisition. The Phase 1 ESA will be conducted in general accordance with ASTM International (ASTM) Standard E 1527-05 for Phase I ESAs and the U.S. Environmental Protection Agency’s (EPA’s) Federal Standard 40 CFR Part 312 “Standards and Practices for All Appropriate Inquiries (AAI).”
Complete the services described below by, or under the direction of, an environmental professional as described in 40 CFR Part 312:

- Review readily available geotechnical reports, environmental reports and/or other relevant documents pertaining to environmental conditions at the subject property.

- Review the results of a federal, state, and local environmental database search provided by an outside environmental data service (EDR) for listings of properties with known or suspected environmental concerns on or near the subject property within the search distances specified by ASTM. The database and file review search will include a check for and review of publications or reports on EPA and Washington State Department of Ecology (Ecology) and other state agency websites concerning area-wide soil and groundwater contamination on or adjacent to the subject property. The EDR report will include a search for environmental liens for each parcel comprising the subject property.

- Review regulatory agency files regarding listed properties of potential environmental concern relative to the subject property.

- Identify a key site manager with specific knowledge of past and present property use and request that the key site manager meet on site for an interview during the visual site reconnaissance and/or an interview by telephone if he or she is not available during the site reconnaissance. Identify and interview others familiar with the use and history of the subject property, as available and appropriate, including representatives of current occupants that likely use, store, treat, handle or dispose of hazardous substances now or in the past.

- Interview current owners or occupants of neighboring properties only as necessary to gather information or fill site property use data gaps regarding the subject property or if the subject property is abandoned and no owner or occupant interviews can be conducted.

- Interview past owners and occupants of the subject property as necessary to gather information or fill property use data gaps regarding property use history.

- Interview a representative of the local fire department, health department, police department, planning department, and/or Ecology as necessary to gather information or fill data gaps regarding the history of the subject property and surrounding properties relative to the likely presence of hazardous substances.

- Review historical aerial photographs, fire insurance maps, building department records, city directories, chain-of-title reports, and land use and tax assessor records, as available and appropriate, to identify past development history on and adjacent to the subject property relative to the possible use, generation, storage, release or disposal of hazardous substances. Attempt to identify uses of the subject property from the present back to the time that records show no apparent structures on the property, back to the time that the property was first used for residential, agricultural, commercial, industrial or governmental purposes, or back to 1940, whichever is earliest.

- Review current United States Geological Survey (USGS) topographic maps to identify the physiographic setting of the subject property and provide a statement on the local geologic, soil and groundwater conditions based on our general experience and sources such as geologic maps and soil surveys.
• Conduct a visual reconnaissance of the subject property and adjacent properties to identify visible evidence of RECs.

• Identify the source(s) of potable water for the subject property and current heating and sewage disposal system(s) used at the subject property, if any, and their age if readily available.

• Identify data gaps relative to the Phase I ESA study findings.

• Provide a report with a summary of the Phase I ESA results and identified RECs along with a recommendations regarding the potential for contamination by hazardous substances at the subject property and the significance of any data gaps identified.

• Observe the soil and groundwater conditions for potential contamination during completion of the borings.

Task 1200 Assumptions:

1. The City will complete a brief questionnaire in support of Task 1200 work.

2. The City will provide the names and phone numbers of key individuals with knowledge of the use history of the subject property.

3. If available, the City to provide copies of the following:
   - Any past ESA and/or audit reports;
   - Environmental permits;
   - Registrations for underground and aboveground storage tanks;
   - Material data safety sheets for hazardous substances used or stored on the subject property (if any);
   - Community right-to-know plans pertaining to the subject property; 6) safety plans pertaining to on-site facilities;
   - Reports regarding geotechnical and/or hydrogeologic conditions;
   - Notices of environmental violations and/or environmental liens or property use restrictions;
   - Specialized knowledge or experience and commonly known information of which you are aware regarding the subject property and related environmental conditions; and
   - Explanation for any significant difference between purchase price and market value, if the subject property is not known to be contaminated.

4. Recognized Environmental Conditions (REC) are defined in ASTM E 1527-05 as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."
5. The following are specifically not included in Task 1200:
   - Soil, surface water or groundwater sampling and chemical analysis;
   - An environmental compliance audit or an evaluation for the presence of lead-based
     paint, toxic mold, polychlorinated biphenyls (PCBs) in light ballasts, radon, lead in
     drinking water, asbestos-containing building materials or urea-formaldehyde insulation
     in on-site structures or debris or other potentially hazardous building materials;
   - An assessment of vapor intrusion into structures on the property per ASTM Standard E
     2600-08.

**Task 1200 Deliverables:**

1. Phase 1 ESA summary report.

*Task 1200 is a new task with a budget of $13,454. Written authorization from the City is required
prior to completing this task.*

**TASK 1300 – ADDITIONAL SITE TECHNICAL/COST ANALYSIS**

The purpose of Task 1300 is to conduct additional technical and cost analysis for a potential new
site near the Windjammer Vicinity. Technical and cost information developed under Task 1300 will
be used to determine the benefits of conducting a full triple bottom line plus technical (TBL+)
analysis of the site, according to the criteria and process used to identify the Windjammer Vicinity
as the proposed site for a new WWTP. Services for Task 1300 include:

- Evaluate site-specific layout differences associated with potentially locating a WWTP on
  property near the Windjammer Vicinity. Include wastewater/treated effluent conveyance;
  geotechnical and groundwater issues identified through Task 1100; and other relevant
  technical considerations.

- Develop an opinion of probable construction cost for a WWTP located property near the
  Windjammer Vicinity. Develop a comparative analysis showing how costs may be different
  for a facility located on this site (versus a facility located on the site proposed through the
  charrette process).

- Summarize differences into a brief project memorandum. Develop presentation slides
  illustrating differences in cost and layout. Present information to City Staff and City
  Council.

**Task 1300 Assumptions:** None.

**Task 1300 Deliverables:**


2. City Council presentation slides and information.

*Task 1300 is a new task with a budget of $9,170.*
Memo

Date: 10/8/12
To: Mayor Dudley
Cc:
From: Joe Stowell, Interim City Engineer
RE: Consultant Agreement Amendment #4- Carollo Engineers
   WWTP Preliminary Engineering and Facilities Plan

Attached for your signature are three original copies of Consultant Agreement Amendment Number 4 with Carollo Engineers.

The proposed amendment provides a scope of work and funding for an eel grass study for the WWTP outfall. Now that a vicinity has been chosen for the proposed WWTP, the outfall location is more secure. Because an eel grass study is necessary and only able to be completed certain times of the year, the work needed to be completed before the end of last month. In an oversight, the amendment did not make it to the Mayor before the work was completed. Please accept our apologies. As soon as we realized the amendment had not been completed, we started processing the document.

The maximum payable amount of $1,089,561 does not change. We are proposing to use $9,896 of management reserve funds to pay for the study. $3,933 will remain in the management reserve.

Please contact me at 279-4520 if you have any questions.
**Consultant Agreement Amendment**  
**Number 4**

<table>
<thead>
<tr>
<th>Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan</th>
<th>Organization and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number: 8549A.00</td>
<td>City of Oak Harbor</td>
</tr>
<tr>
<td>Execution Date: 9/16/10</td>
<td>865 SE Barrington Drive</td>
</tr>
<tr>
<td>Completion Date (Prior): December 2012</td>
<td>Oak Harbor, WA 98239</td>
</tr>
<tr>
<td>New Maximum Amount Payable: $1,089,561</td>
<td>Phone: 360-279-4522</td>
</tr>
<tr>
<td>Description of Work: This phase of the work includes development of preliminary engineering and a Facilities Plan.</td>
<td></td>
</tr>
</tbody>
</table>

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers executed on 9/16/10 and identified as: Preliminary Engineering and Facilities Plan.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:  
Please see the attached scope of work.

**SCOPE OF WORK** is hereby changed and supplemented with the following:

---

Amendment No. 4  
9/7/2012  
Page 1 of 2
PROJECT COMPLETION DATE AMENDED TO: December 2013
TIME OF COMPLETION – SCOPE OF SERVICES: ____________________________

PAYMENT shall be amended as follows:
The maximum payable amount of $1,089,561 does not change. The management reserve fund has been reduced by $9,896 for the additional services. The remaining balance of the management reserve fund is $3,933.

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

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

By: ____________________________  By: ____________________________
   Brian Matson, Vice President                  Scott Miller, Mayor
Consultant Signature                        Approving Authority Signature

Date: ____________________________
      10/9/12
EXHIBIT B - SCOPE OF SERVICES
AMENDMENT NO. 4 – September 17, 2012

ENGINEERING SERVICES FOR CITY OF OAK HARBOR
WASTEWATER TREATMENT PLANT
PRELIMINARY ENGINEERING AND FACILITIES PLAN

AMENDMENT 4 PURPOSE
An alignment for a new outfall adjacent to or within the alignment for the existing Rotating Biological Contactor (RBC) treatment plant outfall has been selected. Areas around Oak Harbor Bay are known to contain eelgrass (Zostera marina). To satisfy permitting requirements for the new outfall, an underwater survey is required to detect the presence of eelgrass and macroalgae along the proposed outfall alignment. To be considered effective the survey must be conducted in the summer or fall months, prior to October 1. The purpose of this amendment is to complete the eelgrass survey, which will be funded from the Project Management Reserve.

SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT
No change to Task 100 Scope and Contract Limit

TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING
No change to Task 200 Scope and Contract Limit

TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING
No changes to Task 300 Scope and Contract Limit.

TASK 400 – OUTFALL EVALUATION
No changes to Task 400 Scope and Contract Limit.

TASK 500 – REUSE OPPORTUNITIES
No changes to Task 500 Scope and Contract Limit.

TASK 600 – FACILITIES PLAN
No changes to Task 600 Scope and Contract Limit.
TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION

The eelgrass survey of the outfall alignment will be added as subtask 740.

Subtask 740 – Eelgrass and Macroalgae Survey

Conduct an underwater survey for the presence of eelgrass (Zostera marina) and macroalgae along the existing RBC outfall alignment. The survey will be conducted using the protocol described in the Washington State Department of Fish and Wildlife Eelgrass / Macroalgae Habitat Interim Survey Guidelines (WDFW 2008). The survey will consist of five (5) transects documenting the eelgrass and macroalgae density along the proposed alignment, and at parallel 10 ft and 25 ft distances from the alignment.

The survey findings will be summarized in a project report. The report will include eelgrass density data (including mean and variance) as well as a percent cover of macroalgae. The report will also include a map of the survey area, displaying eelgrass locations, macroalgae concentrations, survey transect locations and sediment characteristics.

Subtask 740 Assumptions:

1. The JARPA and BA permits will be submitted within 2 years of the survey date. If the permits are submitted more than two years after the eelgrass survey, the survey may need to be repeated.
2. The summary report will provide sufficient information for the JARPA and BA permits.
3. The permitting authorities may require additional surveys at the time of the outfall construction to document eelgrass / macroalgae densities at the time of construction.
4. If eelgrass is found along the alignment a broader survey or a more advanced survey may be required.

The Task 700 scope has been increased by $9,896 to reflect the additional scope.

TASK 800 – PUBLIC PROCESS SUPPORT

No changes to Task 800 Scope and Contract Limit.

TASK 900 – MANAGEMENT RESERVE

This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City’s Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.

To fund the scope needed for Subtask 740, the Management Reserve budget will decrease by $9,896. This will bring the fund’s balance to $3,933.
Consultant Agreement Amendment
Number 4

Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan

Organization and Address
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98239
Phone: 360-279-4522

Execution Date: 9/16/10
Completion Date (Prior): December 2012

Project Title: Preliminary Engineering and Facilities Plan
New Maximum Amount Payable: $1,089,561

Description of Work: This phase of the work includes development of preliminary engineering and a Facilities Plan.

The City of Oak Harbor desires to supplement the agreement entered into with Carollo Engineers executed on 9/16/10 and identified as: Preliminary Engineering and Facilities Plan.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby amended to add the following:
Please see the attached scope of work.

**SCOPE OF WORK** is hereby changed and supplemented with the following:
PROJECT COMPLETION DATE AMENDED TO: December 2013

TIME OF COMPLETION – SCOPE OF SERVICES:

PAYMENT shall be amended as follows:
The maximum payable amount of $1,089,561 does not change. The management reserve fund has been reduced by $9,896 for the additional services. The remaining balance of the management reserve fund is $3,933.

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

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

By: Brian Mattson, Vice President
Consultant Signature

By: Scott Dudley, Mayor
Approving Authority Signature

Date 10/9/13
AMENDMENT 4 PURPOSE
An alignment for a new outfall adjacent to or within the alignment for the existing Rotating Biological Contactor (RBC) treatment plant outfall has been selected. Areas around Oak Harbor Bay are known to contain eelgrass (Zostera marina). To satisfy permitting requirements for the new outfall, an underwater survey is required to detect the presence of eelgrass and macroalgae along the proposed outfall alignment. To be considered effective the survey must be conducted in the summer or fall months, prior to October 1. The purpose of this amendment is to complete the eelgrass survey, which will be funded from the Project Management Reserve.

SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT
No change to Task 100 Scope and Contract Limit

TASK 200 – PRELIMINARY ALTERNATIVES DEVELOPMENT AND SCREENING
No change to Task 200 Scope and Contract Limit

TASK 300 – FINAL ALTERNATIVES DEVELOPMENT AND SCREENING
No changes to Task 300 Scope and Contract Limit.

TASK 400 – OUTFALL EVALUATION
No changes to Task 400 Scope and Contract Limit.

TASK 500 – REUSE OPPORTUNITIES
No changes to Task 500 Scope and Contract Limit.

TASK 600 – FACILITIES PLAN
No changes to Task 600 Scope and Contract Limit.
TASK 700 – ENVIRONMENTAL REVIEW AND DOCUMENTATION

The eelgrass survey of the outfall alignment will be added as subtask 740.

Subtask 740 – Eelgrass and Macroalgae Survey

Conduct an underwater survey for the presence of eelgrass (*Zostera marina*) and macroalgae along the existing RBC outfall alignment. The survey will be conducted using the protocol described in the Washington State Department of Fish and Wildlife *Eelgrass / Macroalgae Habitat Interim Survey Guidelines* (WDFW 2008). The survey will consist of five (5) transects documenting the eelgrass and macroalgae density along the proposed alignment, and at parallel 10 ft and 25 ft distances from the alignment.

The survey findings will be summarized in a project report. The report will include eelgrass density data (including mean and variance) as well as a percent cover of macroalgae. The report will also include a map of the survey area, displaying eelgrass locations, macroalgae concentrations, survey transect locations and sediment characteristics.

Subtask 740 Assumptions:

1. The JARPA and BA permits will be submitted within 2 years of the survey date. If the permits are submitted more than two years after the eelgrass survey, the survey may need to be repeated.

2. The summary report will provide sufficient information for the JARPA and BA permits.

3. The permitting authorities may require additional surveys at the time of the outfall construction to document eelgrass / macroalgae densities at the time of construction.

4. If eelgrass is found along the alignment a broader survey or a more advanced survey may be required.

The Task 700 scope has been increased by $9,896 to reflect the additional scope.

TASK 800 – PUBLIC PROCESS SUPPORT

No changes to Task 800 Scope and Contract Limit.

TASK 900 – MANAGEMENT RESERVE

This objective of this task is to provide additional engineering services throughout delivery of the Project (e.g. additional workshops, meetings, evaluations, etc.). Any work performed under this task will require prior written authorization from the City’s Project Manager. Authorization will specify the requested scope of services and cost for the work, which will be reviewed, negotiated, and agreed upon by the Project Manager and Consultant prior to performing the work.

To fund the scope needed for Subtask 740, the Management Reserve budget will decrease by $9,896. This will bring the fund’s balance to $3,933.
### Consultant Agreement Amendment

**Number**: 11

<table>
<thead>
<tr>
<th>Original Agreement Title: Engineering Services for City of Oak Harbor Wastewater Treatment Plant Preliminary Engineering and Facilities Plan</th>
<th>Organization and Address: City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Number</strong>: 8549A.00 (Amend 1-5) and 8549A.10 (Amend 6-11)</td>
<td><strong>Phone</strong>: (360) 279-4521</td>
</tr>
<tr>
<td><strong>Project Title</strong>: Engineering, Facilities Plan and Preliminary Design ENG 15-02 (previously ENG 13-05)</td>
<td><strong>Execution Date</strong>: 09/06/2010 <strong>Completion Date</strong>: January 2016</td>
</tr>
</tbody>
</table>

**New Maximum Amount Payable**: $8,109,264

**Description of Work**: This Amendment authorizes services to complete construction phase services associated with the City of Oak Harbor Outfall Replacement Project.

The Local Agency of **City of Oak Harbor** desires to supplement the agreement entered into with **Carollo Engineers, Inc.** and executed on **September 16, 2010** and identified as **Preliminary Engineering and Facilities Plan**.

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

The changes to the agreement are described as follows:

**SCOPE OF WORK** is hereby changed to read:

The existing Scope of Services will remain open and will be completed for the authorized budget. Please see the attached Scope of Services (Exhibit B) for additional phases of work.

**TIME FOR BEGINNING AND COMPLETION IS AMENDED** to read: **No Change**

**PAYMENT** shall be amended as follows:

The maximum total contract value is increased from $7,907,388 to $8,109,264. This maximum upper limit includes a Management Reserve as indicated in prior amendments. Exhibit D-3 summarizes the level of effort associated with Amendment No. 11 services.

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

**By**: Carollo Engineers, Inc.  
**By**: Scott Dudley, Mayor

__________________________  ____________________________
Consultant Signature  
Brian R. Matson, Senior Vice President  
Approving Authority Signature  
Date

__________________________  
Consultant Signature  
Karl W. Hadler, Associate Vice President
EXHIBIT B – SCOPE OF SERVICES

ENGINEERING SERVICES FOR THE CITY OF OAK HARBOR
OUTFALL REPLACEMENT PROJECT

BACKGROUND

The City of Oak Harbor (City) has completed Preliminary Design documents, and authorized Final Design for a new wastewater treatment plant (CWF). Construction of a new marine outfall is needed to replace the existing outfall, which has ceased functioning.

Carollo Engineers (Consultant) will provide construction support and oversight, inspection and other engineering services during construction for the Outfall Replacement Project (Project) based on a General Contractor/Construction Manager (GC/CM) delivery method, and as described herein.

It is assumed that the Owner will provide field staff including the City’s Project Manager and Field Inspectors, as well as independent third party construction management staff. Consultant will provide the following staff over the duration of the Project:

- Project Manager (PM).
- Project Engineer/Field Inspector (PE/FI) to assist with construction support and field engineering services.
- Marine Outfall Design Engineer (ODE) to provide inspection of offshore marine activities, submittal review, and timely design interpretations and clarifications.
- Office Administrator to provide contract documentation of engineering services during construction.
- Public involvement professionals to facilitate outreach activities associated with project planning and outfall construction.

LEVEL OF EFFORT

The level of construction assistance required by Consultant is highly dependent on the GC/CM’s performance and the level of assistance provided by the City. The City and the Consultant will review job progress on a monthly basis in accordance with the construction schedule, to verify the effort to complete Project tasks as defined by this Scope of Services (SOS). With written authorization from the City, adjustments to the SOS and Consultant’s level of effort will be made as deemed appropriate by Consultant and the City Project Manager. The estimated level of effort and associated fee schedule for the services defined herein is presented in Exhibit D-3.

SCOPE OF SERVICES

This Scope of Services is divided into the following tasks:

Task 200 – Public Process Support – Construction
Task 810 – Project Management
Task 820 – Construction Meetings
Task 830 – Field Services During Construction
Task 840 – Office Services During Construction
Task 850 – Baseline Sediment Sampling
**SCHEDULE**

This SOS is based on on-site staffing needs to support the construction duration of six (6) months, as currently estimated by the GC/CM Contractor.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>GC/CM Estimate of Construction Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed (NTP)</td>
<td>April 2015</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>October 2015</td>
</tr>
<tr>
<td>Final Completion</td>
<td>Clean Water Facility Start-Up</td>
</tr>
</tbody>
</table>

**TASK 200 – PUBLIC PROCESS SUPPORT – CONSTRUCTION**

Provide additional public process support, materials development, and outreach as outlined in subtasks:

**Subtask 210  – Construction Communications Plan**

Assist City in developing project strategy for construction communications, to be defined in a Construction Communications Plan. Plan shall include a “Good Neighbor Plan” appendix, to be approved by City Council by resolution.

Subtask 210 Assumptions:

1. Plan will be coordinated with City, GC/CM, and Third Party CM.
2. One draft, with one round of reviews is assumed to finalize plan.
3. Budget for meetings required to finalize plan is included in Subtask 240.

Subtask 210 Deliverables:

1. Construction Communications Plan with a “Good Neighbor Plan” Appendix, one (1) draft and one (1) final.

**Subtask 220 – Outfall Construction Launch Materials**

Support near-term activities to ready for launch of outfall construction in June 2015. This can include:

- Up to three (3) print materials (e.g., bill stuffer, project one-pager, project newsletter);
- One (1) display ad for media;
- Review of and contribution toward Council briefing template for construction/project progress; and
- Display/banner for construction fencing/way finding.

Subtask 220 Assumptions:

1. The City shall pay directly for any costs associated with mass printing, postage, newspaper advertising, and display materials.
2. Limited time is assumed for ongoing Council template review and development (up to two (2) hours per month after creation for four (4) months). Any additional support for ongoing Council briefings review will require review of scope of work and budget.

3. Budget for meetings required to finalize materials is included in Subtask 240.

**Subtask 220 Deliverables:**
1. Up to three (3) print materials for distribution.
2. Up to one (1) display ad for media.
3. One (1) display banner.

**Subtask 230 – Web Development Supporting Construction**

Ready website for construction, including refresh of Project Library page for ease of navigation and to easily capture history of project. Update website on a weekly basis during outfall construction.

**Subtask 230 Assumptions:**
1. All written or web materials and communications products will be reviewed and approved by City staff.
2. Outfall construction duration assumed to be 24 weeks for weekly activities.
3. Updates to web do not require in-person meetings/coordination and can be completed via email correspondence/teleconference.

**Subtask 230 Deliverables:**
1. Update project website library page.
2. Weekly website updates during outfall construction.

**Subtask 240 – Ongoing Planning and Materials/Product Development Supporting Construction**

Support day-to-day activities and strategic planning associated with project construction. This will include monthly meetings in Oak Harbor (total five (5)). Activities include a weekly construction update call in order to compile weekly project email updates (up to 25).

Develop graphics and products that support project construction outreach (such as project base map, contact cards, comment cards, press releases, advertisements for project events), to be defined through development of Construction Communications Plan in Task 210.

**Subtask 240 Assumptions:**
1. Monthly project meetings shall include up to two (2) subconsultant staff.
2. Outfall construction duration assumed to be 24 weeks for weekly activities.
3. Content for weekly construction updates is assumed will be generated by other project staff, to be compiled and edited by Consultant for public consumption.
4. Up to seven (7) additional public products/graphics materials assumed in this Subtask, to be further defined through completion of Task 210 (Construction Communications Plan).

5. All written or web materials and communications products will be reviewed and approved by City staff.

6. Event planning support for a project groundbreaking or other commemorative event is not included in this subtask. Subconsultant support for such an event would require additional conversation/definition of scope of work and roles/responsibilities.

7. Consultant shall provide limited media strategy/coordination associated with this task.

Subtask 240 Deliverables:

1. Seven (7) additional project graphics/public communication products, on an as needed basis.

**TASK 810 – PROJECT MANAGEMENT**

Provide project management services throughout the duration of the Project, including:

1. Management of Consultant’s team to track schedule and budget, work elements accomplished, work items planned, labor, scope changes, and time and budget needed to complete this SOS. Coordinate with PE/FI to review budget status, and coordinate Project activities.

2. Prepare monthly Project progress reports with each monthly invoice that identify the month’s accomplishments, anticipated tasks for the next month, and current or potential issues or changes.

3. Manage, coordinate, and monitor subconsultant’s efforts.

4. Issue a Declaration of Completion letter in accordance with Department of Ecology (DOE) requirements, following Final Acceptance.

**Task 810 Assumptions:**

1. The monthly progress report will contain a summary of cost to date and remaining budget for each major task.

2. A schedule update will be included in the monthly progress report, and will account for all activities and tasks defined in the SOS.

3. Project duration is approximately 24 weeks.

**Task 810 Deliverables:**

1. Monthly progress reports.

2. Declaration of Completion letter by the Engineer of Record.
TASK 820 – CONSTRUCTION MEETINGS

Provide design team support at construction meetings as required throughout the Project, including:

Subtask 821 – Construction Kick-off Conference

Participate in a Construction Kick-Off Conference attended by the City, Consultant, GC/CM, subcontractors, and other interested parties to confirm roles, responsibilities, and other pertinent items related to construction of the Project.

Subtask 821 Assumptions:

1. City and GC/CM will schedule and conduct the Construction Kick-Off Conference.
2. Three (3) members of the Consultant staff will attend, including the PM, PE/FI, and ODE.

Subtask 821 Deliverables:

1. Meeting materials, as requested by the City.
2. Comments on meeting minutes issued by the GC/CM or City.

Subtask 822 – Progress Meetings

Attend weekly progress meetings that focus on the status of submittal reviews, requests for information (RFI’s), change order requests, design clarifications, schedule issues, construction quality, and other issues relevant to the Project.

Subtask 822 Assumptions:

1. GC/CM will schedule, coordinate, and conduct Weekly Progress Meetings and prepare necessary materials and minutes.
2. The Consultant’s PE/FI will attend Weekly Progress Meetings, and ODE will attend up to four (4) meetings.

Subtask 822 Deliverables:

1. Written recommendations in response to GC/CM action items, as required.

TASK 830 – FIELD SERVICES DURING CONSTRUCTION

Provide a Project PE/FI to serve as the first point of contact in the field for the City and the GC/CM. The PE/FI will be responsible for the following tasks:

1. Monitor Construction for Compliance with Contract Documents: Review and monitor construction work for compliance with the contract documents. Document and report any observed non-conformances and deficiencies to the City and GC/CM, and monitor the correction of these deficiencies.
2. Provide and Manage Subconsultant Field Inspection Personnel: Manage the activities of all subconsultant field inspection personnel. Coordinate with subconsultant performing forage fish sampling for Hydraulic Project Approval (HPA). Provide supplemental inspection of general, civil, and mechanical activities. Collect and log field inspection reports by others, and prepare inspection reports when inspections occur. Summarize weekly and monthly inspection reports for the City.

3. Attend and Participate in Construction Meetings: Attend and participate in construction meetings, including weekly progress meetings.

4. Track Requests for Information (RFI): Coordinate and manage the RFI process according to the contract documents. Screen all RFIs and determine their validity before responding or distributing to subconsultant. Forward RFIs and clarifications to the ODE when appropriate.

5. Track Shop Drawing Submittals: Coordinate and manage the shop drawing and submittal review process. Screen the submittals and determine their completeness before distributing to the ODE for review.

6. Prepare Field Memos and Clarifications: Manage and issue field memos and clarifications of drawings and specifications by the ODE to the GC/CM.

7. Review Quantities in the Monthly Progress Payment Requests: Compare requested quantities in the GC/CM’s monthly progress payment requests to the quantities completed, as requested by the City’s Project Manager.

8. Review Construction Schedule: Review and provide comments to the City regarding the baseline schedule and monthly updates consistent with the contract document requirements. The review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

9. Review Monthly Construction Progress Reports: Review monthly construction progress reports prepared by the GC/CM and provide comments to the City’s Project Manager. It is anticipated that reports will include compliance with progress schedule, description of work completed, Project issues, potential claims status, and Project photographs.

10. Review Change Order Requests: Review and provide comments to the City on change order requests based on changes in scope and conditions. Assist the City’s Project Manager in developing change order value. Incorporate approved change orders into the contract.

11. Photographic Documentation of Construction: Prepare periodic photographic records of site construction, in conjunction with inspection reports.

12. Conduct Final Inspection: Schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. Assist the City in negotiation of unsettled changes or disputes associated with these inspections, as requested. Advise City when final punch list items have been completed or resolved, and recommend final acceptance by the City.
Task 830 Assumptions:
1. PE/FI will be on-site as needed throughout the duration of the Project. Budget is based on PE/FI providing an average of six (6) hours per week (15% commitment) over the six (6) month Project duration, between NTP and final acceptance. This time is allocated to both on-site observation of work under this task, and attendance of weekly progress meetings.
2. Special testing and inspection associated with permitting requirements will be scheduled, provided for, and managed by the GC/CM and/or the City.

Task 830 Deliverables:
1. Daily inspection logs and photographs.
2. Monthly summary inspection reports.
3. Review comments on Weekly Progress Meeting Minutes.
4. Review comments on Monthly Construction Progress Reports.
5. Tracking logs for RFI’s, submittals, field memos, design clarifications, change order requests, etc.

TASK 840 – OFFICE SERVICES DURING CONSTRUCTION

Provide office engineering services during construction, including:

Subtask 841 – Requests for Information (RFI)

Provide interpretation, review, and responses to RFIs and incorporate decisions made during design into RFI responses.

Subtask 841 Assumptions:
1. Consultant’s effort includes services to research, respond, and document each RFI in accordance with the contract documents.
2. Budget is based on 20 RFI’s with an average effort of one (1) hour per each to review and issue final responses drafted by the ODE. The ODE’s scope of services included time for detailed RFI review.
3. The overall level of effort is reduced based on the assumption that the GC/CM will proactively coordinate these services and provide high quality submittals.

Subtask 841 Deliverables:
1. Up to 20 written RFI responses.

Subtask 842 – Review of Shop Drawings and Submittals

Review shop drawing and submittals (test certifications and other specified reports) and provide written responses, including submittals and/or associated re-submittals as described below.
Subtask 842 Assumptions:

1. GC/CM will implement quality control measures to screen each submittal prior to forwarding to Engineer for action. The overall level of effort is reduced based on the assumption that the GC/CM will proactively coordinate these services and provide high quality submittals.

2. Consultant’s effort includes services to review and respond to each shop drawing, and to document responses in accordance with the contract documents.

3. Budget is based on a total of 32 basic submittals at 0.5 hours of effort each to review and issue final responses by the ODE. The ODE’s scope of services includes time for detailed submittal review.

Subtask 842 Deliverables:

1. Up to 32 submittal responses in accordance with the contract documents.

Subtask 843 – Review of Schedule of Value and Payment Applications

Review contractor’s schedule of value, draft payment applications, and provide comment to City for information and/or action.

Subtask 843 Assumptions:

1. Consultant’s effort includes services to review the contractor’s schedule of value, and draft payment applications. Written responses summarizing the review shall be provided to the City’s PM.

2. Budget is based on a total of four (4) hours to review the schedule of values, and two (2) hours effort to review each draft payment application (up to 5 monthly payment applications, and 1 final payment application).

3. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review the schedule of value, draft payment applications, and recommend appropriate modifications to their contractor, prior to the Consultants review.

Subtask 843 Deliverables:

1. Up to six (6) payment application responses in accordance with the contract documents.

Subtask 844 – Record Drawings

Upon completion of project, Consultant will review GC/CM’s as-built drawings, produce record drawings in Auto CAD format from the information provided, and will inform Owner of any known inaccuracies and/or omissions on the GC/CM’s drawings. The Consultant will not be responsible for incorrect information that has been provided by others, or omitted information that should have been provided by others that was previously unknown to the Consultant.
Subtask 844 Assumptions:
1. Budget is based on a total of four (4) hours to review GC/CM as-built drawings, and 40 hours to produce record drawings from the information provided.
2. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review their contractor’s work, and incorporate as-built information as work progresses.

Subtask 844 Deliverables:
1. Written review comments following review of as-built drawings provided by GC/CM.
2. Outfall record drawings in Auto CAD format.

Subtask 845 – Claim Review
As directed by the City, evaluate claims due to changed conditions, project delays, or design errors/omissions. Assist in evaluating the claimed impact by the Contractor. Prepare written responses to the claims merit, and submit written documentation to the City for action.

Subtask 845 Assumptions:
1. Budget is based on a total of one (1) claim with an average effort of eight (8) hours to review and respond.
2. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review and dismiss any unsubstantiated claims by their subcontractor(s).

Subtask 845 Deliverables:
1. Written review comments and recommendations associated with the claim.

TASK 850 – BASELINE SEDIMENT SAMPLING
Following precedent from other aquatic lands easements for municipal WWTP outfalls, DNR will require baseline sediment sampling in the vicinity of the new diffuser. A sediment sampling and analysis plan including four (4) proposed sediment sampling stations will be submitted to DNR for approval. If any samples exceed any of the 47 SMS chemicals, then Consultant will communicate with DOE and DNR to determine whether bioassay analysis is required.

Task 850 Assumptions:
1. Budget is based on four (4) sediment samples, analysis of 47 sediment management standard chemicals, dioxin, furan, and conventional sediment variables.
2. No sediment sample collection for bioassays (toxicity testing) is anticipated. Budget does not include any additional biological testing that may be required by DNR.

Task 850 Deliverables:
1. Sediment sampling and analysis plan will be submitted to DNR for approval.
2. Laboratory report with sediment testing results.
## EXHIBIT D-3

### City of Oak Harbor
#### CWF Outfall Replacement Project
#### Level of Effort Estimate
#### April 24, 2015

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EXHIBIT B – SCOPE OF SERVICES

ENGINEERING SERVICES FOR THE CITY OF OAK HARBOR
OUTFALL REPLACEMENT PROJECT

BACKGROUND

The City of Oak Harbor (City) has completed Preliminary Design documents, and authorized Final Design for a new wastewater treatment plant (CWF). Construction of a new marine outfall is needed to replace the existing outfall, which has ceased functioning.

Carollo Engineers (Consultant) will provide construction support and oversight, inspection and other engineering services during construction for the Outfall Replacement Project (Project) based on a General Contractor/Construction Manager (GC/CM) delivery method, and as described herein.

It is assumed that the Owner will provide field staff including the City’s Project Manager and Field Inspectors, as well as independent third party construction management staff. Consultant will provide the following staff over the duration of the Project:

- Project Manager (PM).
- Project Engineer/Field Inspector (PE/FI) to assist with construction support and field engineering services.
- Marine Outfall Design Engineer (ODE) to provide inspection of offshore marine activities, submittal review, and timely design interpretations and clarifications.
- Office Administrator to provide contract documentation of engineering services during construction.
- Public involvement professionals to facilitate outreach activities associated with project planning and outfall construction.

LEVEL OF EFFORT

The level of construction assistance required by Consultant is highly dependent on the GC/CM’s performance and the level of assistance provided by the City. The City and the Consultant will review job progress on a monthly basis in accordance with the construction schedule, to verify the effort to complete Project tasks as defined by this Scope of Services (SOS). With written authorization from the City, adjustments to the SOS and Consultant’s level of effort will be made as deemed appropriate by Consultant and the City Project Manager. The estimated level of effort and associated fee schedule for the services defined herein is presented in Exhibit D-3.

SCOPE OF SERVICES

This Scope of Services is divided into the following tasks:

Task 200 – Public Process Support – Construction
Task 810 – Project Management
Task 820 – Construction Meetings
Task 830 – Field Services During Construction
Task 840 – Office Services During Construction
Task 850 – Baseline Sediment Sampling
SCHEDULE

This SOS is based on on-site staffing needs to support the construction duration of six (6) months, as currently estimated by the GC/CM Contractor.

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<tr>
<th>Milestone</th>
<th>GC/CM Estimate of Construction Schedule</th>
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<tr>
<td>Substantial Completion</td>
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<tr>
<td>Final Completion</td>
<td>Clean Water Facility Start-Up</td>
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TASK 200 – PUBLIC PROCESS SUPPORT – CONSTRUCTION

Provide additional public process support, materials development, and outreach as outlined in subtasks:

Subtask 210 – Construction Communications Plan

Assist City in developing project strategy for construction communications, to be defined in a Construction Communications Plan. Plan shall include a “Good Neighbor Plan” appendix, to be approved by City Council by resolution.

Subtask 210 Assumptions:

1. Plan will be coordinated with City, GC/CM, and Third Party CM.
2. One draft, with one round of reviews is assumed to finalize plan.
3. Budget for meetings required to finalize plan is included in Subtask 240.

Subtask 210 Deliverables:

1. Construction Communications Plan with a “Good Neighbor Plan” Appendix, one (1) draft and one (1) final.

Subtask 220 – Outfall Construction Launch Materials

Support near-term activities to ready for launch of outfall construction in June 2015. This can include:
- Up to three (3) print materials (e.g., bill stuffer, project one-pager, project newsletter);
- One (1) display ad for media;
- Review of and contribution toward Council briefing template for construction/project progress; and
- Display/banner for construction fencing/way finding.

Subtask 220 Assumptions:

1. The City shall pay directly for any costs associated with mass printing, postage, newspaper advertising, and display materials.
2. Limited time is assumed for ongoing Council template review and development (up to two (2) hours per month after creation for four (4) months). Any additional support for ongoing Council briefings review will require review of scope of work and budget.

3. Budget for meetings required to finalize materials is included in Subtask 240.

Subtask 220 Deliverables:
1. Up to three (3) print materials for distribution.
2. Up to one (1) display ad for media.
3. One (1) display banner.

Subtask 230 – Web Development Supporting Construction

Ready website for construction, including refresh of Project Library page for ease of navigation and to easily capture history of project. Update website on a weekly basis during outfall construction.

Subtask 230 Assumptions:
1. All written or web materials and communications products will be reviewed and approved by City staff.
2. Outfall construction duration assumed to be 24 weeks for weekly activities.
3. Updates to web do not require in-person meetings/coordination and can be completed via email correspondence/teleconference.

Subtask 230 Deliverables:
1. Update project website library page.
2. Weekly website updates during outfall construction.

Subtask 240 – Ongoing Planning and Materials/Product Development Supporting Construction

Support day-to-day activities and strategic planning associated with project construction. This will include monthly meetings in Oak Harbor (total five (5)). Activities include a weekly construction update call in order to compile weekly project email updates (up to 25).

Develop graphics and products that support project construction outreach (such as project base map, contact cards, comment cards, press releases, advertisements for project events), to be defined through development of Construction Communications Plan in Task 210.

Subtask 240 Assumptions:
1. Monthly project meetings shall include up to two (2) subconsultant staff.
2. Outfall construction duration assumed to be 24 weeks for weekly activities.
3. Content for weekly construction updates is assumed will be generated by other project staff, to be compiled and edited by Consultant for public consumption.
4. Up to seven (7) additional public products/graphics materials assumed in this Subtask, to be further defined through completion of Task 210 (Construction Communications Plan).

5. All written or web materials and communications products will be reviewed and approved by City staff.

6. Event planning support for a project groundbreaking or other commemorative event is not included in this subtask. Subconsultant support for such an event would require additional conversation/definition of scope of work and roles/responsibilities.

7. Consultant shall provide limited media strategy/coordination associated with this task.

Subtask 240 Deliverables:
1. Seven (7) additional project graphics/public communication products, on an as needed basis.

TASK 810 – PROJECT MANAGEMENT

Provide project management services throughout the duration of the Project, including:

1. Management of Consultant’s team to track schedule and budget, work elements accomplished, work items planned, labor, scope changes, and time and budget needed to complete this SOS. Coordinate with PE/FI to review budget status, and coordinate Project activities.

2. Prepare monthly Project progress reports with each monthly invoice that identify the month’s accomplishments, anticipated tasks for the next month, and current or potential issues or changes.

3. Manage, coordinate, and monitor subconsultant’s efforts.

4. Issue a Declaration of Completion letter in accordance with Department of Ecology (DOE) requirements, following Final Acceptance.

Task 810 Assumptions:
1. The monthly progress report will contain a summary of cost to date and remaining budget for each major task.

2. A schedule update will be included in the monthly progress report, and will account for all activities and tasks defined in the SOS.

3. Project duration is approximately 24 weeks.

Task 810 Deliverables:
1. Monthly progress reports.

2. Declaration of Completion letter by the Engineer of Record.
TASK 820 – CONSTRUCTION MEETINGS

Provide design team support at construction meetings as required throughout the Project, including:

Subtask 821 – Construction Kick-off Conference

Participate in a Construction Kick-Off Conference attended by the City, Consultant, GC/CM, subcontractors, and other interested parties to confirm roles, responsibilities, and other pertinent items related to construction of the Project.

Subtask 821 Assumptions:

1. City and GC/CM will schedule and conduct the Construction Kick-Off Conference.
2. Three (3) members of the Consultant staff will attend, including the PM, PE/FI, and ODE.

Subtask 821 Deliverables:

1. Meeting materials, as requested by the City.
2. Comments on meeting minutes issued by the GC/CM or City.

Subtask 822 – Progress Meetings

Attend weekly progress meetings that focus on the status of submittal reviews, requests for information (RFI’s), change order requests, design clarifications, schedule issues, construction quality, and other issues relevant to the Project.

Subtask 822 Assumptions:

1. GC/CM will schedule, coordinate, and conduct Weekly Progress Meetings and prepare necessary materials and minutes.
2. The Consultant’s PE/FI will attend Weekly Progress Meetings, and ODE will attend up to four (4) meetings.

Subtask 822 Deliverables:

1. Written recommendations in response to GC/CM action items, as required.

TASK 830 – FIELD SERVICES DURING CONSTRUCTION

Provide a Project PE/FI to serve as the first point of contact in the field for the City and the GC/CM. The PE/FI will be responsible for the following tasks:

1. Monitor Construction for Compliance with Contract Documents: Review and monitor construction work for compliance with the contract documents. Document and report any observed non-conformances and deficiencies to the City and GC/CM, and monitor the correction of these deficiencies.
2. Provide and Manage Subconsultant Field Inspection Personnel: Manage the activities of all subconsultant field inspection personnel. Coordinate with subconsultant performing forage fish sampling for Hydraulic Project Approval (HPA). Provide supplemental inspection of general, civil, and mechanical activities. Collect and log field inspection reports by others, and prepare inspection reports when inspections occur. Summarize weekly and monthly inspection reports for the City.

3. Attend and Participate in Construction Meetings: Attend and participate in construction meetings, including weekly progress meetings.

4. Track Requests for Information (RFI): Coordinate and manage the RFI process according to the contract documents. Screen all RFIs and determine their validity before responding or distributing to subconsultant. Forward RFIs and clarifications to the ODE when appropriate.

5. Track Shop Drawing Submittals: Coordinate and manage the shop drawing and submittal review process. Screen the submittals and determine their completeness before distributing to the ODE for review.

6. Prepare Field Memos and Clarifications: Manage and issue field memos and clarifications of drawings and specifications by the ODE to the GC/CM.

7. Review Quantities in the Monthly Progress Payment Requests: Compare requested quantities in the GC/CM’s monthly progress payment requests to the quantities completed, as requested by the City’s Project Manager.

8. Review Construction Schedule: Review and provide comments to the City regarding the baseline schedule and monthly updates consistent with the contract document requirements. The review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

9. Review Monthly Construction Progress Reports: Review monthly construction progress reports prepared by the GC/CM and provide comments to the City’s Project Manager. It is anticipated that reports will include compliance with progress schedule, description of work completed, Project issues, potential claims status, and Project photographs.

10. Review Change Order Requests: Review and provide comments to the City on change order requests based on changes in scope and conditions. Assist the City’s Project Manager in developing change order value. Incorporate approved change orders into the contract.

11. Photographic Documentation of Construction: Prepare periodic photographic records of site construction, in conjunction with inspection reports.

12. Conduct Final Inspection: Schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. Assist the City in negotiation of unsettled changes or disputes associated with these inspections, as requested. Advise City when final punch list items have been completed or resolved, and recommend final acceptance by the City.
Task 830 Assumptions:
1. PE/FI will be on-site as needed throughout the duration of the Project. Budget is based on PE/FI providing an average of six (6) hours per week (15% commitment) over the six (6) month Project duration, between NTP and final acceptance. This time is allocated to both on-site observation of work under this task, and attendance of weekly progress meetings.
2. Special testing and inspection associated with permitting requirements will be scheduled, provided for, and managed by the GC/CM and/or the City.

Task 830 Deliverables:
1. Daily inspection logs and photographs.
2. Monthly summary inspection reports.
3. Review comments on Weekly Progress Meeting Minutes.
4. Review comments on Monthly Construction Progress Reports.
5. Tracking logs for RFI’s, submittals, field memos, design clarifications, change order requests, etc.

TASK 840 – OFFICE SERVICES DURING CONSTRUCTION

Provide office engineering services during construction, including:

Subtask 841 – Requests for Information (RFI)

Provide interpretation, review, and responses to RFIs and incorporate decisions made during design into RFI responses.

Subtask 841 Assumptions:
1. Consultant’s effort includes services to research, respond, and document each RFI in accordance with the contract documents.
2. Budget is based on 20 RFI’s with an average effort of one (1) hour per each to review and issue final responses drafted by the ODE. The ODE’s scope of services included time for detailed RFI review.
3. The overall level of effort is reduced based on the assumption that the GC/CM will proactively coordinate these services and provide high quality submittals.

Subtask 841 Deliverables:
1. Up to 20 written RFI responses.

Subtask 842 – Review of Shop Drawings and Submittals

Review shop drawing and submittals (test certifications and other specified reports) and provide written responses, including submittals and/or associated re-submittals as described below.
**Subtask 842 Assumptions:**

1. GC/CM will implement quality control measures to screen each submittal prior to forwarding to Engineer for action. The overall level of effort is reduced based on the assumption that the GC/CM will proactively coordinate these services and provide high quality submittals.

2. Consultant’s effort includes services to review and respond to each shop drawing, and to document responses in accordance with the contract documents.

3. Budget is based on a total of 32 basic submittals at 0.5 hours of effort each to review and issue final responses by the ODE. The ODE’s scope of services includes time for detailed submittal review.

**Subtask 842 Deliverables:**

1. Up to 32 submittal responses in accordance with the contract documents.

**Subtask 843 – Review of Schedule of Value and Payment Applications**

Review contractor’s schedule of value, draft payment applications, and provide comment to City for information and/or action.

**Subtask 843 Assumptions:**

1. Consultant’s effort includes services to review the contractor’s schedule of value, and draft payment applications. Written responses summarizing the review shall be provided to the City’s PM.

2. Budget is based on a total of four (4) hours to review the schedule of values, and two (2) hours effort to review each draft payment application (up to 5 monthly payment applications, and 1 final payment application).

3. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review the schedule of value, draft payment applications, and recommend appropriate modifications to their contractor, prior to the Consultants review.

**Subtask 843 Deliverables:**

1. Up to six (6) payment application responses in accordance with the contract documents.

**Subtask 844 – Record Drawings**

Upon completion of project, Consultant will review GC/CM’s as-built drawings, produce record drawings in Auto CAD format from the information provided, and will inform Owner of any known inaccuracies and/or omissions on the GC/CM’s drawings. The Consultant will not be responsible for incorrect information that has been provided by others, or omitted information that should have been provided by others that was previously unknown to the Consultant.
Subtask 844 Assumptions:

1. Budget is based on a total of four (4) hours to review GC/CM as-built drawings, and 40 hours to produce record drawings from the information provided.

2. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review their contractor’s work, and incorporate as-built information as work progresses.

Subtask 844 Deliverables:

1. Written review comments following review of as-built drawings provided by GC/CM.

2. Outfall record drawings in Auto CAD format.

Subtask 845 – Claim Review

As directed by the City, evaluate claims due to changed conditions, project delays, or design errors/omissions. Assist in evaluating the claimed impact by the Contractor. Prepare written responses to the claims merit, and submit written documentation to the City for action.

Subtask 845 Assumptions:

1. Budget is based on a total of one (1) claim with an average effort of eight (8) hours to review and respond.

2. The overall level of effort is reduced based on the assumption that the GC/CM will proactively review and dismiss any unsubstantiated claims by their subcontractor(s).

Subtask 845 Deliverables:

1. Written review comments and recommendations associated with the claim.

TASK 850 – BASELINE SEDIMENT SAMPLING

Following precedent from other aquatic lands easements for municipal WWTP outfalls, DNR will require baseline sediment sampling in the vicinity of the new diffuser. A sediment sampling and analysis plan including four (4) proposed sediment sampling stations will be submitted to DNR for approval. If any samples exceed any of the 47 SMS chemicals, then Consultant will communicate with DOE and DNR to determine whether bioassay analysis is required.

Task 850 Assumptions:

1. Budget is based on four (4) sediment samples, analysis of 47 sediment management standard chemicals, dioxin, furan, and conventional sediment variables.

2. No sediment sample collection for bioassays (toxicity testing) is anticipated. Budget does not include any additional biological testing that may be required by DNR.

Task 850 Deliverables:

1. Sediment sampling and analysis plan will be submitted to DNR for approval.

2. Laboratory report with sediment testing results.
# City of Oak Harbor

## CWF Outfall Replacement Project

### Level of Effort Estimate

April 24, 2015

<table>
<thead>
<tr>
<th>WORK TASKS</th>
<th>Project Manager</th>
<th>Design Manager</th>
<th>PE/FI</th>
<th>SR. CAD Designer</th>
<th>WPI/ Admin. Support</th>
<th>Carollo Hours</th>
<th>Carollo DL Cost</th>
<th>Carollo Indirect Cost</th>
<th>Carollo Expenses</th>
<th>Subtotal Carollo Cost</th>
<th>Subconsultant Cost</th>
<th>CME</th>
<th>EI</th>
<th>Total Cost</th>
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</table>

**Direct Labor (DL) Rates**

| $58 | $70 | $58 | $40 | $27 |

**TASK 200 - Public Process - Construction**

- **Subtask 210 - Construction Communication Plan**
  - $15,000 $15,000
- **Subtask 220 - Outfall Launch Materials**
  - $9,500 $9,500
- **Subtask 230 - Web Development Supporting Construction**
  - $10,000 $10,000
- **Subtask 240 - On-going Planning and Material Development**
  - $22,000 $22,000

| Task 200 Subtotal | 0   | 0   | 0   | 0   | 0   | 0   | $0   | $0   | $0   | $0   | $0   | $56,500   | $56,500   |

**TASK 810 - Project Management**

| Task 810 Subtotal | 16  | 12  | 28  | 1,732 | $1,329 | $406 | $5,428 | $5,428 |

**TASK 820 - Project Meetings**

- **Subtask 821 - Construction Kick-Off Meeting**
  - $1,072 $2,037 $238 $3,347 $3,347
- **Subtask 822 - Progress Meetings**
  - $5,392 $10,245 $1,271 $16,908 $16,908

| Task 820 Subtotal | 0   | 24  | 80  | 0   | 0   | 0   | $6,464 | $12,282 | $1,509 | $20,254 | $20,254 |

**TASK 830 - Field Services During Construction**

| Task 830 Subtotal | 60  | 60  | $3,480 | $6,612 | $852 | $10,944 | $49,218 | $60,162 |

**TASK 840 - Office Services During Construction**

- **Subtask 841 - Request for Information**
  - $1,592 $3,025 $475 $5,092 $5,092
- **Subtask 842 - Review of Shop Drawings and Submittals**
  - $1,360 $2,584 $415 $4,363 $4,363
- **Subtask 843 - Review of Schedule of Values / Payment Apps**
  - $232 $441 $57 $730 $730
- **Subtask 844 - Record Drawings**
  - $1,832 $3,481 $573 $5,886 $5,886
- **Subtask 845 - Claim Review**
  - $888 $1,687 $184 $2,760 $2,760

| Task 840 Subtotal | 4   | 4   | 48  | 40  | 32  | 128 | $5,904 | $11,218 | $1,708 | $18,830 | $18,830 |

**TASK 850 - Baseline Sediment Sampling**

| Task 850 Subtotal | 0   | 0   | 0   | 0   | 0   | 0   | $0   | $0   | $0   | $27,391 | $27,391 |

**SUBTOTAL AUTHORIZED BUDGET**

- **CAROLLO FEE (12% of Carollo Cost)**
  - $6,655
- **SUBCONSULTANT MARKUP (5% of Subconsultant Cost)**
  - $3,830 $2,825 $6,655

**TOTAL AUTHORIZED BUDGET**

- $201,876
## Carollo Contract Summary
### City of Oak Harbor
#### Wastewater Treatment Plant

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<th>Contract</th>
<th>Purpose</th>
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<th>Approval Date</th>
<th>Facilities Plan Authorized Amount</th>
<th>Preliminary Design Authorized Amount</th>
<th>Final Design Authorized Amount</th>
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