



Request for Proposal (RFP)

Infrastructure Master Plan, Utility (Water, Sewer, and Stormwater), and Transportation Comprehensive Plan Updates

Soliciting Agency: City of Oak Harbor

Proposals Due by: 4:00 p.m. (PT), Tuesday, December 16, 2025

Submit via

MRSC Rosters Bonfire Hub: <https://mrscrosters.bonfirehub.com/projects>

For More Information: Steve Schuller, Public Works Director
at 360-279-4751 (direct) or sschuller@oakharbor.org

Andy Walsh, Senior Engineer
at 360-279-4521 (direct) or awalsh@oakharbor.org.

REQUEST FOR PROPOSAL OVERVIEW

The City of Oak Harbor (City) on Whidbey Island in Island County, Washington, is seeking proposals from qualified engineering and planning consulting firms to complete an Infrastructure Master Plan and Utility (water, sewer, and stormwater) and Transportation Comprehensive Plan Updates. Qualified firms are invited to submit proposals through a qualification-based search of our MRSC Roster and advertising in the Seattle DJC.

The City may award the work to **one or more firms** to complete different sections of the scope of work. For example, the City may select one firm to complete the water system plan update, and another separate firm to complete the transportation plan update, or may select a single firm to complete both. Firms are also encouraged to partner with one another, with one firm acting as the prime consultant and point of contact with the City.

ABOUT OAK HARBOR, WASHINGTON

The City of Oak Harbor was incorporated on May 14, 1915, and is situated in the northern portion of Whidbey Island, approximately two hours' drive north of Seattle, and is

accessible by both land and ferry.

Oak Harbor's growth target projects a total population increase of 55% by 2045, growing from 24,662 in 2020 to 38,507 by 2045. Oak Harbor is Whidbey Island's largest incorporated city (located in Island County). Named for the Garry Oak trees which grace its skyline, the City's growth coincided with two major events: the building of Deception Pass Bridge in 1935, and the completion of Naval Air Station Whidbey Island in 1942.

The City of Oak Harbor operates under the mayor–council form of government. The Mayor and City Council are elected at-large for four-year overlapping terms. The Mayor serves as the Chief Executive Officer and is responsible for developing budgets and related financial plans and overseeing the city's overall operation.

SCOPE OF WORK

Plan updates will focus on the current 20-year (2025-2045) growth goals and estimate the 100-year “limits” of growth, including the existing city limits and urban growth areas, waterfront district and downtown upzones, and future urban growth area expansions. The City’s existing plans have been included as attachments, and additional information for each section can be found below:

1. Infrastructure Master Plan

a. Inclusion of Land Use Revisions Currently Under Evaluation:

- 2045 Comprehensive Plan: The City is working with the State Department of Commerce and Island County to complete its Comprehensive Plan Update for 2025-2045.
- Waterfront District: The City has been working on the redevelopment of its downtown and Waterfront District. The final Vision to Action Plan for the District can be found as **(Attachment “A”)**. Land use updates will continue into 2026-2028 and include future upzones and development code changes.
- Annexations: The City also expects to annex parts or all of its existing urban growth areas (UGA).
- UGA Expansions: The City also expects new UGA expansions as part of the 2045 Comprehensive Plan process.
- Long-term Strategy: The selected firm(s) will assist the City in developing strategies for meeting growth projections for 2045 and long-term growth limits approximately 100 years into the future to best determine infrastructure improvements that will have a lasting benefit.

b. 3D Model for Near- and Long-term Decision Making: The consultant selected for the Infrastructure Master Plan will provide the following products at a minimum, using SketchUp, Arc Urban Model, or Similar Software:

- 3D massing diagram for multiple phases of Waterfront District land use upzones. Assist the City with the ability to “fly through” the final model and set it to specific birds'-eye views. The model will allow visualization of each parcel and street Right-of-Way requirements before and after.
- Building square footage before and after, Pollution Generating Paved Surface Area before and after, and other key comparative data
- Additional housing units and total retail square footage before and after.
- Highlight areas that require retail street frontage, as defined by City, including retail frontage depth.
- New street design cross sections—showing separate colors and/or patterns for pedestrian, landscape, stormwater treatment, utility locations and easements, woonerfs, transit, autonomous vehicle (AV) drop-off, and multimodal areas.

2. Water System Plan Update

Water System Plan (September 2014) ([Attachment “B”](#)), and Water System Plan Extension (July 2022) ([Attachment “C”](#)), in accordance with Washington State Department of Health requirements, generally found in WAC 246-290. Extension grants by the Health Department.

The scope will also include an analysis and creation of a Water Supply Plan that includes: two existing water supply transmission lines serving the City of Oak Harbor from the City of Anacortes, a long-term replacement strategy for the transmission mains, evaluation of the Navy’s cross-city water main serving the Seaplane Base, grant partnerships with the Navy and other sources, and backup and emergency water supply from existing and future groundwater wells and other sources.

3. Sewer Plan Update

Comprehensive Sewer Plan (December 2008) in accordance with Washington State Department of Ecology (DOE) requirements as presented in WAC 173-240-50. ([Attachment “E”](#)).

4. Stormwater Plan Update

Comprehensive Stormwater Plan – (March 2020) in accordance with Washington State Department of Ecology (DOE) requirements and Municipal Stormwater Permit. ([Attachment “F”](#)).

5. Transportation Comprehensive Plan Update

Transportation Comprehensive Plan- (August 2016) in accordance with Washington State Growth Management Act and RCW 36.70A.070. Traffic Impact Fees have not been updated since approximately 1996. **(Attachment “G”).**

Additional documents available for the transportation analysis include the City’s Active Transportation Plan (Attachment “F”) and the Comprehensive Safety Action Plan **(Attachment “H”).**

FUNDING

The City has allocated approximately \$930,000 for required services. The final amounts for each service will be determined during the scope of work and agreement development.

PROJECT SCHEDULE

The City anticipates the term of this agreement will be three (3) years.

PROPOSAL REQUIREMENTS

1. **Letter of Interest**
2. **Firm Profile** outlining history, markets, services, clients, staff size, and expertise.
3. **Relevant Experience** on projects or service profiles highlighting similar work, including the scope of services provided and personnel assigned to the project.
4. **Proposed Staff** with resumes for staff proposed to work on this project, including employment history, experience, and explanation of proposed role for each individual.
5. **Project Approach**, including how you would accomplish the tasks described in the Scope of Services and tentative delivery schedule.
6. **References** for at least three clients from similar projects.

Affirmation as to Form of Agreement: Provide a statement to the effect that the City Standard Professional Services Agreement (PSA) is acceptable to the Proposer or state exceptions taken.

Selection Criteria:

Criteria	Point Value
Letter of Interest	Up to 10 Points
Firm Profile	Up to 15 Points
Experience	Up to 25 Points
Proposed Staff	Up to 25 Points
Project Approach	Up to 25 Points
TOTAL	Up to 100 Points

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

Selection Procedure: Subsequent to the deadline for acceptance of proposals, the City will evaluate the Technical Proposal and will determine rankings based upon materials submitted and oral interviews (if deemed necessary by the City) using the selection criteria and weights indicated above. The City will contact the firm(s) with the highest-ranked Technical Proposal for the specific section(s) and request a scope of work and fee. If an agreement cannot be reached with the top-ranked firm, the City will contact the firm with the next-ranked Technical Proposal and attempt to negotiate with that firm. The process will be repeated until an agreement is reached.

Submittal Deadline: Proposals must be uploaded using the following link to <https://mrscrosters.bonfirehub.com/projects>, by **4:00 p.m. (PT) on December 16, 2025**. Subject line must say, **"RFP – Infrastructure, Utility, and Transportation Plan Updates"**

Submittals that are not received on or before the specified deadline will not be accepted. The City of Oak Harbor reserves the right to request follow-up information or clarification from consultants in consideration. The consultant is responsible for ensuring delivery by the date and time included. The City of Oak Harbor reserves the right to reject any or all submittals, compare the relative merits of the respective responses, and choose a vendor who will best serve the city's interests.

Each response to this RFP shall be done at the sole cost and expense of each proposing vendor and with express understanding that no claims against the City of Oak Harbor for reimbursement will be accepted. All materials submitted in response to this RFP will become the property of the City upon delivery.

Proposal Contacts: All questions regarding this solicitation should be directed to: Steve Schuller, Public Works Director, sschuller@oakharbor.org, and Andy Walsh, Senior Engineer, awalsh@oakharbor.org. All questions must be received in writing by December 2, 2025, to be answered in a timely manner and posted on the City's website for review.

Proposal Schedule

Dates may be subject to change.

- Issuance of RFP: October 18, 2025
- Proposals due: December 16, 2025
- Consultant interviews and reference checks: January 2026
- Contract agreement, Notice to Proceed: January 2026

Contract Obligations

The successful Respondent will be required to enter into a PSA (see attachment "A") with the City that will include the following:

- A detailed scope of services
- Insurance requirements
- Indemnity provision

Non-Discrimination

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

The recipient, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

City of Oak Harbor encourages disadvantaged, minority, and women-owned consultant firms to respond.

Non-Collusion

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR, WASHINGTON
AND _____
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, Washington, a Washington State municipal corporation (“City”), and _____, a Washington _____ (“Consultant”) **[LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State] .**

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **[INSERT SHORT GENERAL DESCRIPTION OF WHAT SERVICES ARE REGARDING]** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope

thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on _____ and shall terminate at midnight on _____. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

- a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employees of the of the Consultant.
- b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by 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 the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

- c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington State retirement system.

_____ Yes employees supplying work have been retired from a Washington State retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

- a. **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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. 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, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

- c. 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.
- d. **Public Records Requests.** In addition to Paragraph IV.3b., when the City provides the Consultant with notice of a public records request per Paragraph IV.3b., Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.
- e. The provisions of this section III.6 shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

- a. **Insurance Term.** The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Consultant's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein
- b. **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.
- c. **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.
 - (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured Agreement. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Consultant's

Commercial General Liability insurance policy with respect to the work performed for the City using an Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

(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.

d. Consultant shall maintain the following minimum insurance limits:

(1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

(2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

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

g. **Verification of Coverage.** In signing this Agreement, the Consultant is acknowledging and representing that required insurance is active and current. 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. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance with respect to the City. The Consultant's Automobile Liability and Commercial General Liability insurance

- policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
- i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - j. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
 - k. **Subconsultant's Insurance.** The Consultant shall cause each and every Subconsultant to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subconsultants. The Consultant shall ensure that the City is an additional insured on each and every Subconsultant's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 **DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will 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 been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

- a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.
- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.
- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
- d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 **CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 **CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 **SUBCONSULTANTS.**

a. The Consultant shall be responsible for all work performed by subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subconsultants without the written approval of the City.

d. All subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed _____ (\$_____) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment

and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.
- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

- a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.
- b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

[INSERT NAME, TITLE AND ADDRESS OF CITY CONTACT]

Notices to the Consultant shall be sent to the following address:

[INSERT NAME, TITLE AND ADDRESS OF CONSULTANT CONTACT]

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of

this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 20____.

CITY OF OAK HARBOR

[INSERT TRUE AND ACCURATE NAME
OF COMPANY]

By _____
_____, Mayor

By _____
[PRINT OR TYPE NAME AND TITLE]

Attest:

, City Clerk

Approved as to form:

, City Attorney

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Exhibit A
Scope of Services