



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

June 1, 2026
6:00 PM

PRELIMINARY AGENDA
[Packet Materials](#) / [Watch Meeting](#)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Public Works Committee (Report)
 - b. Presentation of Pride Parade Poster (Presentation)
4. **Public Comment**
 - a. [Participation Rules and Procedures](#)
 - b. Written Public Comment
5. **Consent Agenda**
 - a. Minutes of May 26, 2026 (Action)
 - b. Approval of claims in the amount of \$136,680.88 (Action)
 - c. Contract Award: 2026 Satterlee Road Waterline Replacement #26-135-WTR-001 (Action)
6. **Other Business**
 - a. Ordinance 5031: Updating AMC 12.60 Complete Streets* (Discussion), (First Read)
7. **Adjournment**

Watch online or participate via Zoom at www.anacorteswa.gov/meetings. Comment via email to cityclerk@anacorteswa.gov or to City Clerk, P.O. Box 547, Anacortes WA 98221. Public comments received by the City Clerk prior to 3 p.m. on the day of the meeting will become part of the record for the meeting. The City of Anacortes is committed to making public meetings accessible to all community members. For assistance with special needs, contact the City Clerk at 360-299-1960 in advance of the meeting.

City Council

June 1, 2026

Highlights:

- Presentation of 2026 Pride Parade Poster
- Ordinance 5031: Updating AMC 12.60 Complete Streets



June 2026

**HAPPY
PRIDE
MONTH**



June is ORCA ACTION MONTH



ORCA ACTION MONTH
Clean Waters, Healthy Futures

The Orca Network is offering many events and opportunities to raise awareness, educate, and celebrate orcas of the Salish Sea
orcamonth.org



SAVE THE DATE!
Fidalgo Bay Day

Saturday, September 26,
2026

11:00am - 3:00pm

Fidalgo Bay Resort
4701 Fidalgo Bay Rd. Anacortes

The Salish Sea
SCHOOL

What's Lurking Beneath the Sea?



Enjoy a **FREE** Fun-Filled Day of Learning
With **The Salish Sea School** and Friends



ADOPT A STORM DRAIN



Adopting a neighborhood storm drain helps reduce flooding and protects our local waterways – including the Salish Sea and Fidalgo Bay!

Sweep up! Rake up! Pick up!

Sign up to
adopt a drain



Keep your
drain clear



Track your
impact

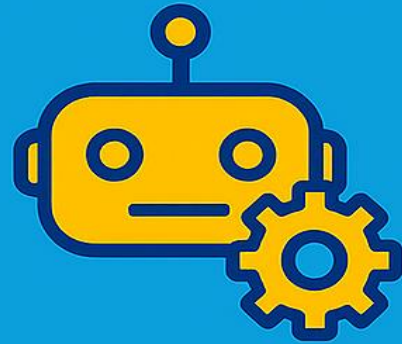


Sign up at wa.adopt-a-drain.org



AI MADE SIMPLE

HOW TO USE IT SAFELY
AND EFFECTIVELY



WEDNESDAY, JUNE 3

1:00 – 2:00

ANACORTES SENIOR CENTER

Join Community Service Officer Brent Lindquist for an accessible and practical introduction to artificial intelligence. This presentation will explore what AI is, how it can be used in everyday life, and important safety considerations



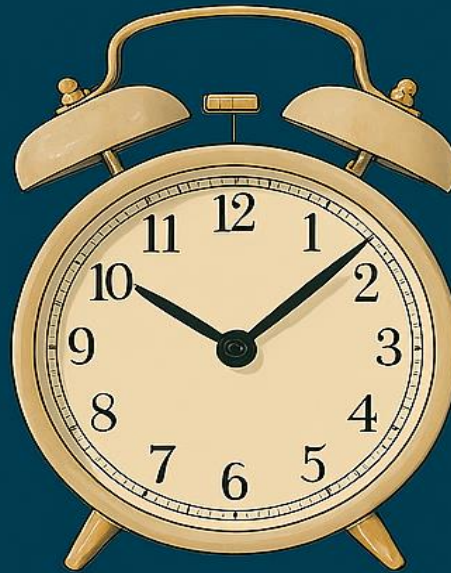
ORGAN CLOCKS AND BIOLOGICAL AGING

WEDNESDAY, JUNE 3, 2:00-3:00
ANACORTES SENIOR CENTER
REGISTRATION REQUIRED, FREE

*Are you older than your
birthday?*

Virginia Simnad, MD, MSc—
a retired, board-certified neuro-
logist—returns with her engaging
presentation on the science of
mosaic aging.

Learn why biological age matters
more than chronological age, how
aging cells affect overall health,
why the brain plays a critical role
in longevity, and how mitochondria influence energy and
aging.



A WEATHER WALKED IN:

NAVIGATING THE SEASONS OF THE VIETNAM WAR

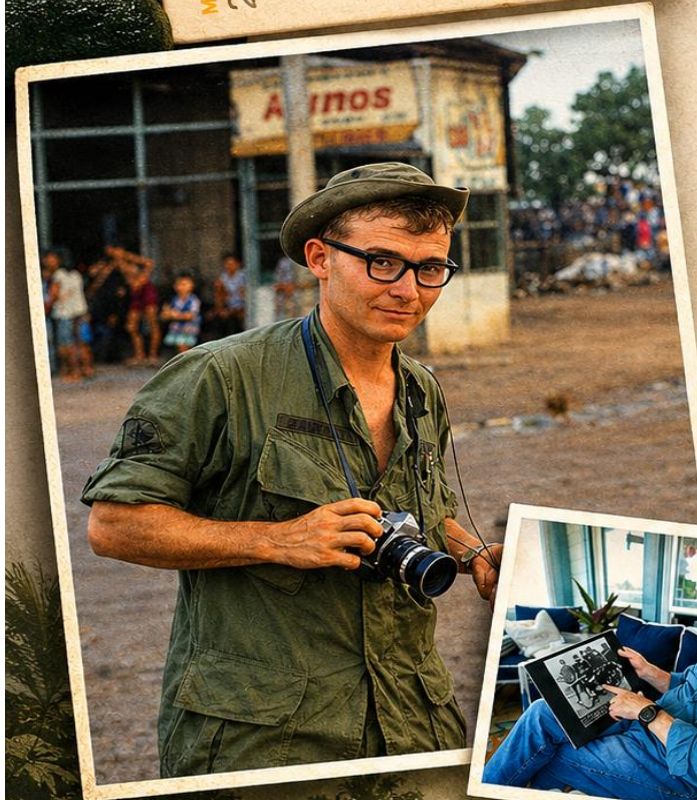
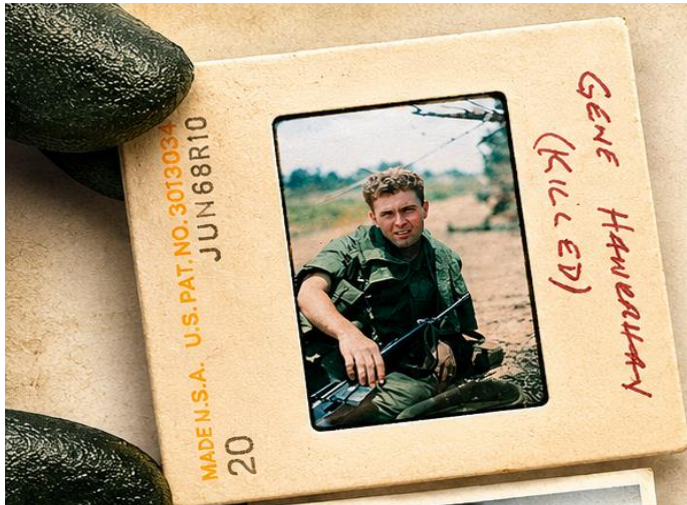


**THURSDAY, JUNE 4,
1:30 – 2:30**

ANACORTES SENIOR CENTER

A book of rare Vietnam War photographs from Charlie Haughey, a rifleman with the Army 25th Infantry Division. This previously unseen photo collection lay dormant in storage for nearly 45 years before being discovered in 2012.

The intimate and beautiful collection of photos showcase what the photographer called *“the life side of the war, not the death side of it”*



FIRST FRIDAY ART WALK



Downtown Anacortes

Friday, June 5 • 6:00–8:00 PM

Stroll through downtown and experience an evening filled with local art, live music, galleries, studios, shops, and community creativity.



CONVERSATION WITH THE MAYOR

June 10 • 1:00–2:00

Anacortes Senior Center

Join Mayor Walters for an informal conversation — ask questions, learn about City projects, and provide your feedback on what issues matter most to you.



BARK IN THE PARK

2026



Saturday
June 13th
10am-2pm
Storvik Park

Come celebrate our  furry friends!

Friendly leashed
dogs welcome!

eliasm@cityofanacortes.org

(360) 299-1969





ANACORTES
PRIDE
PARADE
June 21

Stay tuned for the presentation
of the 2026 Parade Poster
this evening.





**Registration
required for all
participant
groups**

anacorteswa.gov/fourth

4TH OF JULY

★ 250TH INDEPENDENCE DAY ★

CELEBRATION

CITY OF ANACORTES

10AM TOWN PHOTO & PATRIOTIC PROGRAM
COMMERCIAL & 5TH AVE

11AM PARADE
COMMERCIAL AVE

5PM ROCK THE DOCK
SEAFARERS' PARK

DUSK FIREWORKS
OVER FIDALGO BAY



Committee Reports

- Presentation of 2026 Pride Parade Poster



From: [Mark Nihart](#)
To: [CityClerk](#); [CityClerk](#); [Mark Nihart](#)
Cc: [Janet Andrews](#); Janet2busy@gmail.com
Subject: Smart Growth Anacortes - Herringstad Short Plot Public Involvement Concerns
Date: Friday, May 29, 2026 1:28:12 PM
Attachments: [Herringstad Council Meeting May 29.docx](#)

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Mr. Hoglund:

Would you please forward Smart Growth Anacortes' Herringstad Short Plot Public Involvement Concerns to the City Council, Mayor, and the Planning Commission. I have provided it as part of this email and as an attachment.

Please acknowledge receipt of this email.

Thank you for your assistance: Much appreciated.

Respectfully,

Mark B. Nihart
Acting President of Smart Growth Anacortes
<https://smartgrowthanacortes.com/>

Date: May 29th, 2026
Subject: Herringstad Short Plat – R1 Zone

Dear City Council,

Smart Growth Anacortes writes to respectfully question the Planning Director “discretion” in two specific instances.

Combining public review of a short plat with public review of a SEPA determination (an optional procedure) might be appropriate for the simplest of Type II permits. However, to use it in the R1 zone where even the most minor developments are under the AMC subject to SEPA and to the direct application of adopted Comprehensive Plan policies is not using best management practices - thus is not acceptable.

The City needs to follow the standard four step process: (1) issue a Mitigated Declaration of Non-Significance (MDNS); (2) consider neighbors’ comments as to the appropriate specific condition language; (3) issue a final SEPA notice; and (4) then act on the short plat. Excluding meaningful neighborhood comment may be regarded as “efficient” but it is not “effective.” Your constituents are intent on insisting on a “careful, thoughtful, and thorough” review where protected critical areas are involved, e.g. streams and wetlands versus the proposed 4,000 square feet McMansions in Herringstad Whistle Lake Road short plat.

The Council delegated by ordinance the decision as to whether or not to hold a preliminary neighborhood meeting to the Planning Director. Given, the R1 zone policies and regulations, a long history of public engagement and concern, and the complex issues involved, not holding a neighborhood meeting is not optimal and disrespects the rights of neighbors.

If a comprehensive procedure for public involvement - in the R1 zone secured by an ordinance was enacted, Voting/Taxpaying/Ratepaying Residents with Rights would not be forced to pay a large fee plus attorney fees to appeal a decision by the City not supported with public involvement - then spend valuable time working through the Hearing Examiner process then maybe on to Superior Court.

Nobody wins with the current process: everyone loses.

We recommend that you add the following criteria for the Planning Director to use in determining whether or not to use the optional SEPA procedure of combining public notices and whether or not to hold a neighborhood public meeting:

1. In the R1 zone always
2. In the presence of protected critical areas, e.g. streams, wetlands, geologically hazardous areas, and aquifer recharge areas
3. When requested by at least five neighborhood residents

Respectfully,

Mark B. Nihart
Acting President of Smart Growth Anacortes
<https://smartgrowthanacortes.com/>

From: janet2busy@gmail.com
To: [CityClerk](#); [CityClerk](#)
Subject: For 6/1/2026 City Council Public Input - Herrigstad Short Plat SEPA and Review Process Concerns
Date: Sunday, May 31, 2026 8:24:52 PM
Attachments: [image001.png](#)
[image002.png](#)
[6-1-2026 City Council - Herrigstad Short Plat Concerns.pdf](#)

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Mr. Hoglund:

Please forward my concerns to the City Council regarding the Herrigstad Short Plat SEPA and Review Process. It is in the email below and also attached. I will bring it up during Public Comment but want to include it in their briefing packet and in meeting transcript. Please acknowledge receipt of this email.

Thank you for your assistance.

Janet Peargin, Ward 2

Public Comments to City Council June 1, 2026

Subject: Herrigstad Short Plat – R1 Zone

My name is Janet Peargin – I reside in Ward 2.

I support comments by Smart Growth Anacortes that R1 Zone projects deserve more public involvement.

I chose Anacortes as my forever home and moved here from Colorado a year ago. In making my decision,

I read the zoning information, looked at the maps and City plan, and spoke to the Planning staff. It convinced me that people here value this beautiful, unique island and are planning for smart growth.

Unfortunately, my experience with the Herrigstad short plat subdivision process has been disappointing.

I live 250 ft from the applicant's property but only found out about the application halfway through the 14-day comment period and then was told I had one chance to comment into a black box. I submitted 4 pages of comments to point out SEPA gaps and inconsistent information and to ask why the project scope doesn't address offsite impacts of stormwater - since our area has no drains and relies on soil to absorb runoff. It also doesn't address the potential impact of building 4000 square foot homes – and it is unclear how many homes there will be.

This is not a routine application – it is development in an R1 Low Density Zone with critical habitat. It deserves discussion.

I have questions, but there seems to be no opportunity for dialogue. That is not communication.

The applicant has property rights, but so do the neighbors.

The process I am experiencing is dismissive - certainly not what I thought this town was in spirit.

Can you get us a Neighborhood meeting per Anacortes Municipal Code 19.20.030?

It should be required for R1 Zone areas as even small projects require SEPA review due to environmental constraints on development. In this case, it is especially important given the presence of the Happy Valley Stream, the applicability of the Critical Area Ordinance, and concerns about stormwater runoff impacts to existing homes on septic.

I also believe that this project process and decision will set precedent for future applications. If not done right, it will open the gates to loss of habitat and urbanization of the R1 Low Density transition zone.

I've seen this happen before, which is why I left my mountain town in Colorado.

Let's avoid those mistakes.

I love Anacortes and my neighborhood. I just want to have a voice in what develops - especially next door.

Applicable Policies, Regulations, etc.

- Comprehensive Plan
- Critical Areas Ordinance (CAO)
- Stormwater Management Action Plan (SMAP)
- SEPA review requirements
- R1 Transition Zoning Intent

Application Deficiencies

- Inconsistent dwelling-unit counts
- Lack of off-site runoff analysis
- Missing tree-removal impacts
- Lack of septic-system analysis
- Lack of slope stability analysis
- Failure to analyze full build-out

Anacortes City Council Minutes - May 26, 2026

Call to Order

Mayor Ryan Walters called to order the May 26, 2026, Anacortes City Council meeting at 6:01 p.m. Councilmembers Marcia Hunt, Luke Currier, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and TJ Fantini were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Walters made announcements regarding the [combined sewer overflow project](#), registration requirements for the [4th of July parade](#), upcoming events at the Senior Activity Center including a Hearing Loss Consultation on May 29th and a recurring Veterans Hang Out event on the last Friday of every month, and upcoming Parks and Recreation events including Kids Fishing Day on May 30th at Heart Lake, and Bark in the Park at Storvik Park on June 13th, referring to a slide presentation that was added to the packet materials for the meeting.

Personnel Committee

Ms. Moulton reported from the Personnel Committee meeting held May 19th. The topics discussed included a recruiting and hiring update for May, upcoming employee wellness events, police and fire promotional testing, and a review of the benefit plan offerings for staff.

Parks and Recreation Committee

Mr. Fantini reported from the Parks and Recreation Committee meeting held May 21st. The topics discussed included the Clearidge pickleball court, a report from the Skagit Council on Aging that will continue the Meals on Wheels program through 2026, the e-bike policy that is in the Forest Plan, an update on grant applications for the Volunteer Field resurfacing and Ship Harbor restoration projects, and the Skate Park restroom contract that would be coming before the full council in the near term. Ms. Hunt added that the spray pad at Storvik Park is open for the season.

Public Safety Committee

Ms. Hunt reported from the Public Safety Committee meeting held May 19th. The topics discussed included review of elements of the proposed e-bike regulation with the goal of increasing community safety, including a unanimous recommendation for a helmet requirement for individuals under 18 years old. The regulations will be brought before the full council for consideration in the near term.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held earlier in the day. The topics discussed included deploying the 'ANACORTES' letters at the Washington State ferry terminal prior to June 1st in cooperation with the Skagit Tourism Bureau, Anacortes Chamber of Commerce, the Port of Anacortes, and the Anacortes Arts Festival, and possible supplemental Skagit Transit support during the summer tourism season to better connect the Washington State ferry terminal with downtown.

North Star Symposium

Ms. Cleland-McGrath reported from the [North Star](#) Symposium that was held on May 21st at the Swinomish Casino. The event featured discussion of how to strategically plan and implement a continuum of care for those in need throughout the community, keynote speakers who spoke about health systems and conditions for recovery and how to set up individuals for success after being in the criminal justice system, as well as breakout sessions on topics such as community-based care, behavioral health strategies, North Star public-private partnerships with service providers, and the general shortage of housing.

Appointments

Resolution 3218: Confirmation of Planning Commission Appointment

Mayor Walters introduced his appointment of Chad Sage to the Planning Commission, who, subject to council confirmation by approval of Resolution 3218, would assume Position 3 that was vacated by Paul Ryan, and serve through the remainder of the term that expires January 31, 2028.

Marcia Hunt moved, seconded by Anthony Young, to approve Resolution 3218 confirming the appointment of Chad Sage to the Planning Commission. The motion carried unanimously by voice vote.

Public Comment

Mayor Walters invited the public to comment on any item not on the agenda.

Gina Peterson of Anacortes encouraged the city to install rectangular rapid flashing beacons at the roundabout at 32nd Street and D Avenue within two years, especially the crosswalks on the north, south, and east approaches to the roundabout, which she said would support pedestrian safety and the city's Comprehensive Plan goal of zero deaths and serious injury in its transportation system.

Mayor Walters responded that he had sent the Public Works Department a message asking them to investigate the rapid flashing beacon at 32nd Street and D Avenue.

Consent Agenda

Ms. Moulton moved, seconded by Mr. Fantini, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

a. Minutes of May 18, 2026

b. Approval of claims in the amount of \$1,111,530.57

The following vouchers/checks were approved for payment:

EFT numbers: 115658 through 115701, total \$900,828.18

Check numbers: 115656 through 11718, total \$192,150.23

Wire transfer numbers: 389107 through 389404, total \$18,552.16

c. Special Event: Anacortes High School Graduation Parade

d. Special Event: Whale of a Sale

e. Special Event: Fourth of July Parade & Road Closure

f. Special Event: Free Movie Night on Kingsway

Other Business

Resolution 3217: Adopting an Updated Public Participation Plan for the Periodic Update to the Shoreline Master Program

Planning Manager Libby Grage introduced Resolution 3217 that would adopt an updated participation plan for the periodic update to the Shoreline Master Program, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- Appreciation for the staff, Planning Commission, and public involvement in the process.
- Planning Department coordination with the Department of Ecology.
- The next update will be 2030.
- Next step is local adoption and then submission to the Department of Ecology.

Mayor Walters invited members of the audience to comment on this agenda item.

Brian Wetcher of Anacortes asked if the timeline for adoption and implementation is realistic, citing the lack of public hearings and public comment periods noted in the plan, and asked how much public comment there would be and if the Planning Department would provide documentation of past comments on the update and the associated staff responses.

Luke Currier moved, seconded by Anthony Young, to adopt Resolution 3217 adopting an updated public participation plan for the periodic update of the Shoreline Master Program as presented. The motion carried unanimously by voice vote.

Clearidge Pickleball Court Discussion

Parks and Recreation Director Jonn Lunsford introduced a discussion regarding the pickleball courts at Clearidge Park, referring to a slide presentation that was included in the packet materials for the meeting.

Council discussion topics included:

- The cost of converting two courts near Anacortes Middle School is approximately \$65,000–\$70,000.
- Constraints on the basement floor in City Hall for pickleball use.
- Possibly using the outdoor space at Whitney Elementary School for pickleball.
- Having a location within city limits and centrally located for residents to use.
- Next steps for the council following tonight's conversation.
- Feasibility of measuring sound levels without hiring professionals.
- Enforcement of regulations regarding individuals playing pickleball after hours.
- Penalties or fines related to rule violations, including trespassing.
- Cost to the city of installation, maintenance and equipping the Clearidge pickleball courts.

Mayor Walters invited members of the audience to comment on this agenda item.

Frank McCoy of Glasgow Way in Clearidge, Anacortes spoke about the mission of the Parks and Recreation Department related to the proposed restriction of hours of the courts, expressing opposition to any restrictions on access to the courts, and how to have the sound readings taken by a volunteer member of the community. He advocated ensuring that the effectiveness of the installed sound barriers is fully evaluated before limiting access.

John Pope of Peters Lane in Anacortes, and a member of the Anacortes Parks Foundation, spoke about the effectiveness of the sound dampening barriers that are installed on the court, pointing out that it significantly reduces noise by 11 decibels and reduces the effects of wind on those playing pickleball or tennis.

Paula Plumer of M Avenue in Anacortes mentioned a written comment she submitted and expressed outrage at the proposal to limit the use of public land by changing available hours. She also asserted that it was the responsibility of those opposed to the current situation to fund any efforts to determine noise levels. She questioned the legality of limiting hours to the park and cast doubt upon the validity of the British Columbia noise assessment that was included in the packet materials for the meeting.

Mike VanQuickenborne of Hillcrest Drive in Anacortes supported the use of the City Hall basement and suggested that two courts could fit in the space. He also spoke against closing or limiting the use of a public park due to the complaints of a few residents.

Justin Kirby of Rockridge Parkway in Anacortes wondered how many individuals are complaining and how the noise levels are assessed versus other parks and activities in those parks. He spoke against limiting activities

without first acquiring accurate data.

Junko Gross of Anacortes decided not to speak.

Dave Geyer of Glasgow Way in Clearidge, Anacortes spoke about the difficult parking situation and the debris left behind by park users in the neighborhood near the Clearidge Park courts, pointing out that the park had been transformed from a neighborhood park to one that attracts many people from throughout the region. He suggested that there should be fewer open hours and better enforcement of existing regulations.

Susan Yip of Clearidge, Anacortes, who lives three blocks from the park, suggested that it was a few people who ignored the regulations that were causing a problem for the wider community who abide by the rules, and expressed support for pickleball and the community using the facility.

Len Kluft of Glasgow Way in Clearidge, Anacortes advocated for community efforts to police the noise, and spoke against limiting the hours or closing the park, pointing out the positive intergenerational and social nature of the sport, and advocating for maintaining local access to the sport.

Brad Adams of 30th Street in Ward 2, Anacortes, and a member of the Parks and Recreation Advisory Committee, advocated on his own behalf for a balanced approach to the issue and creating a solution that respects the neighborhood and park users, suggesting that the council reduce the hours of play, that the park be closed three days per week, and to find a more suitable site that would support the sport's growth.

John Beale of Tartan Place in Skyline, Anacortes spoke about the positive social aspect of pickleball, and suggested that the council consider the needs of the community for future growth, and advocated against limiting the time the public can use the courts.

Delores Sentinella of Clearidge, Anacortes and a close neighbor of the park spoke about her efforts over the past several years with the Parks and Recreation Department to solve the issue of noise and disruption by pickleball players in the neighborhood, mentioning the negative reactions that many community members have exhibited toward her after she mentioned these issues at a public meeting on May 12th. She suggested that if city staffing is inadequate to enforce the existing rules and hours of play, then the park should be closed or decommissioned.

Laurie Skoroda of Anaco Beach Place in Ward 3, Anacortes advocated that players follow the rules, that the city enforce the existing regulations and find out what the real noise levels are in Clearidge. She also mentioned the potential negative economic impact of not having pickleball available locally.

Ed Skoroda of Anaco Beach Place in Skyline, Anacortes spoke about the positive social aspect of pickleball and expressed a willingness to help enforce the rules as well as a desire to raise funding to find a new pickleball facility location to keep the sport available locally. He also mentioned the potential negative economic impact of not having pickleball available locally.

Stephanie Quah of Bay Lane, Skagit County expressed empathy for the neighbors near the court and mentioned the community's efforts to maintain and improve the park. She opposed closing or limiting the hours of the court without clear data regarding sound levels around the park. She also mentioned the potential negative economic impact of not having pickleball available locally.

Keith Howard of Skyline Way in Skyline, Anacortes mentioned an interaction he had with an angry local neighbor, and suggested that a constructive solution be found instead of approaching the issue in a confrontational manner.

Merlene Stiles of Heather Drive in Anacortes mentioned an interaction with an angry neighbor at Clearidge Park, recounting that she and her fellow players had felt threatened while playing pickleball.

Linda Martin of Ward 3 in Anacortes mentioned that her church is still interested in partnering with the city to build a pickleball court in a large, mostly empty parking lot adjacent to the church.

Debbie Amos of Turners Bay Place, Skagit County, commented that getting noise levels at Clearidge Park below 60 decibels, which she said is the level of normal conversation, is unrealistic, that some close-by residents of the park are not against pickleball, and that the days and hours that the courts are used are limited by daylight and weather conditions most of the year.

Betty Anne McCoy of Glasgow Way in Clearidge, Anacortes expressed support for the sport of pickleball and hoped that there would still be local access to the sport long into the future.

Brian Wetcher of Forest Park Lane in Anacortes mentioned that the park space was part of the original agreement with the developer of the Clearidge neighborhood and was built to the minimum size, pointing out that there is an overall lack of capacity in Anacortes for recreation of all kinds. He suggested that an indoor / outdoor facility could be found in the warehouse district and that a recreation center for Anacortes should be pursued, positing that the lack of adequate facilities in the city is pushing many of those who grew up here to live elsewhere.

Mayor Walters mentioned that there is a note in the Capital Facilities Plan to decommission the Clearidge courts once a new court location is found. City Attorney Darcy Swetnam spoke about the legality of limiting park use as being within the city's police powers.

Council discussion topics included:

- Public process when Clearidge Park was commissioned.
- Public complaints regarding activities before pickleball.
- Public process around creating an alternate site.
- Enforcing the existing regulations is important.
- Possibly limiting the hours of use.
- Sympathy for the homeowners who struggle with the courts.
- Doing as much as possible for the community's youth.
- Acknowledging the amount of work that 'seasoned' citizens do for the community.
- Finding additional locations for pickleball courts.
- Keeping economic activity in Anacortes.
- The park is designed for a single neighborhood, not regional use.
- Encouraging the use of noise reducing pickleball equipment.
- Partner with local organizations to raise funds for new facility(ies).
- Plan with a timeline for finding alternate locations.
- Having a facility that encompasses other recreational activities to enable wider community participation.
- Going larger than four courts and having it located in the economic core of the city.
- Study session for sports and recreation.

Mayor Walters mentioned that there will be significant constraints regarding enforcement of regulations due to

the likelihood of higher priority incidents requiring the attention of law enforcement personnel.

Closed Session

Collective Bargaining topics per RCW 42.30.140(4)(b) (15 minutes)

At approximately 8:21 pm, Mayor Walters announced that the council would move into closed session for approximately 15 minutes to discuss collective bargaining topics per RCW 42.30.140(4)(b). Ms. Swetnam, Human Resources Director Kendall Moyle, and Finance Manager Rhonda Peck also attended the closed session.

Adjournment

There being no further business, at approximately 8:55 pm, the Anacortes City Council meeting of May 26, 2026, was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the June 1, 2026 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
389661	5/21/2026	399091	BAY CITY SUPPLY	STA SUPPLIES: SOAPS, PAPER PRODUCTS	\$ 594.52	medic
389657	5/26/2026	6560770181	VESTIS SERVICES LLC	STA 1 MAT/MOP SERVICE: 5/25	\$ 20.04	medic
389690	5/20/2026	INV2170000357	MOBILE COMMUNICATIONS AMERICA	NOKIA SUPPORTAMS, OLTS, ONTS	\$ 35,690.61	fiber
389692	5/21/2026	INV2170000359	MOBILE COMMUNICATIONS AMERICA	CORTECA LICENSING	\$ 2,897.10	fiber
389696	3/31/2026	2145	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - MARCH 2026	\$ 6,840.50	pw1
389663	3/31/2026	244414	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2026 - WTP	\$ 10,453.84	dwtp
389470	4/6/2026	0022048-in	NELSON-REISNER DISTRIBUTOR INC	WD: BOOSTER STATION GENERATOR DIESEL 2 DYED PREMIUM 131 GAL	\$ 882.90	wdist
389469	4/8/2026	11215	PERRY FAMILY DENTISTRY	DENTAL COPAY, LEOFF 1 THAD LINDQUIST	\$ 152.00	hr
389659	4/14/2026	20139	PUMPTECH, LLC	WTP INTAKE PUMP INSPECTION AND REPAIRS	\$ 8,989.29	dwtp
389472	4/14/2026	2755	SOUND DENTISTRY	DENTAL SERVICE, LEOFF 1 RETIREE, TIMOTHY O'LEARY	\$ 252.80	hr
389676	4/20/2026	3023-NT-1	QCC QUALITY CONTROLS CORP.	WTP CELLULAR ROUTER MODERNIZATION FOR REMOTE SITES	\$ 19,050.00	dwtp
389675	4/20/2026	3023-T-1	QCC QUALITY CONTROLS CORP.	WTP CELLULAR ROUTER MODERNIZATION FOR REMOTE SITES	\$ 4,373.42	dwtp
389466	4/20/2026	SO300736	AMERICAN WATER WORKS	2026 MEMBERSHIP FEE	\$ 2,702.00	dwtp
389670	4/30/2026	090087001-0426	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 4/30/26	\$ 4,780.00	pw1
389660	5/7/2026	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 4/8-5/6/26	\$ 45.43	dshop
389677	5/11/2026	5261	BAUMWELT PLLC	VOLUNTEER FIELD CONVERSION PROJECT - CONCEPTUAL SITE PLANNING - THROUGH 4/30/26	\$ 2,175.00	pkrec

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
389477	5/11/2026	8498 30 017 0464628	COMCAST	WA PARK INTERNET SERVICE	\$ 113.18	parks1
389664	5/12/2026	136622	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2026 - TROUBLESHOOT GENERATOR	\$ 495.91	pw1
389669	5/13/2026	0311221	POLLARD WATER	SUPPLIES FOR STORMWATER	\$ 1,483.57	pw1
389473	5/13/2026	2501943	T-SHIRTS BY DESIGN	PEE WEE BASEBALL SUPPLIES	\$ 616.37	pkrec
389474	5/18/2026	0542005-001	UNUM LIFE INS CO OF AMERICA	JUNE UNUM LONG TERM CARE INSURANCE	\$ 560.75	hr
389652	5/19/2026	287334328849X0527 202	AT&T MOBILITY, LLC	City Cell Phones 4/20-5/19/26	\$ 527.02	finance
389653	5/19/2026	287334328875X0527 202	AT&T MOBILITY, LLC	City Cell Phones 4/20-5/19/26	\$ 87.46	finance
389478	5/19/2026	30353213	EWING IRRIGATION PRODUCTS, INC	PARKS IRRIGATION MAINTENANCE SUPPLIES	\$ 1,208.62	parks1
389467	5/19/2026	398918	BAY CITY SUPPLY	CLEANING SUPPLY	\$ 103.56	dwtp
389475	5/19/2026	5336976504	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 410.64	hr
389424	5/19/2026	77468	UNDERWOOD & ASSOCIATES, LLC	LIBRARY CIRCULATION DESK - DESIGN	\$ 1,530.00	publib
389662	5/20/2026	045-564421	TYLER TECHNOLOGIES, INC	ENTERPRISE RESOURCE PLANNING SOFTWARE/IMPLEMENTATION SERVICES	\$ 1,860.00	finance
389681	5/20/2026	2-87	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP	\$ 1,386.00	dwtp
389674	5/20/2026	24567.00-16	GRAY & OSBORNE INC	DEPOT MARKET PLAZA EXPANSION PROJECT - DESIGN - 4/19/26-5/16/26	\$ 624.29	parks1
389682	5/20/2026	53900220	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC) PO 26-150	\$ 6,481.18	dwtp
389480	5/20/2026	7808	LISTEN AUDIOLOGY SERVICES INC	HEARING CHECKS FOR STAFF	\$ 705.00	dwwtp
389465	5/20/2026	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 05/19/26 - 6/18/26	\$ 144.08	dwtp
389671	5/20/2026	P2381-NT-7	QCC QUALITY CONTROLS CORP.	WWTP DREAM REPORTS SOFTWARE LICENSE & INTEGRATION - APRIL 2026	\$ 4,619.00	dwwtp
389426	5/20/2026	RefundThomas	THOMAS, NATHAN	WA PARK CAMPING REFUND	\$ 262.00	parks1
389691	5/20/2026	ReimbGuthrie	GUTHRIE, SKY	SUPPLIES FOR FACILITIES	\$ 4.89	pwfac
389463	5/20/2026	REIMBHoskinson1	HOSKINSON, WADE	WATERWORKS OPERATOR APPLICATION FEE - WADE HOSKINSON	\$ 141.00	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
389464	5/20/2026	REIMBHoskinson2	HOSKINSON, WADE	WA WTPO 3 EXAM FEE - WADE HOSKINSON	\$ 108.00	dwtp
389471	5/20/2026	ReimbKorterud	KORTERUD, WAYNE D	DENTAL COPAY, WAYNE KORTERUD. LEOFF 1 RETIREE	\$ 2,000.00	hr
389479	5/21/2026	062026	SCOTT MILO GALLERY/FRAMEMAKER	JUNE ART WALK AD FEE	\$ 35.00	parks1
389678	5/21/2026	398271B	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 79.55	pwfac
389684	5/21/2026	398918A	BAY CITY SUPPLY	CLEANING SUPPLY	\$ 139.98	dwtp
389680	5/21/2026	399182	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 477.04	pwfac
389655	5/21/2026	6560768913	VESTIS SERVICES LLC	OPS MAT CLEANING	\$ 62.40	dshop
389654	5/21/2026	6560768914	VESTIS SERVICES LLC	OPS & PARKS LAUNDRY SERVICE	\$ 80.53	dshop
389481	5/22/2026	0003	SEAHAWK ATHLETIC BOOSTER ASSOC	YOUTH TRACK AND FIELD PROGRAM	\$ 4,577.00	pkrec
389685	5/22/2026	114-14236448	UNITED SITE SERVICES, INC	AVON ALLEN RD + SR 536 - 4/22/26 - 5/21/26	\$ 118.12	dwtp
389686	5/22/2026	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 3/11/26 - 5/8/26	\$ 1,210.42	dwtp
389672	5/22/2026	P2386-NT-5	QCC QUALITY CONTROLS CORP.	INSTALLATION/IMPLEMENTATION OF WIN911 AUTO-DIALER SOFTWARE FOR WWTP - JAN 2026	\$ 2,185.00	dwwtp
389651	5/26/2026	062026	PETTY, TOBY	ART WALK MUSICIAN	\$ 50.00	parks1
389689	5/26/2026	1100009794	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2026-05-11	\$ 59.00	dwtp
389687	5/26/2026	1902714	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 386.50	dshop
389683	5/26/2026	2501834	T-SHIRTS BY DESIGN	EXTRA YOUTH VOLLEYBALL LEAGUE JERSEY	\$ 14.16	pkrec
389666	5/26/2026	26-057-FAC-0011	COMMERCIAL ALARM & DETECTION	RETAINAGE RELEASE	\$ 56.00	pw1
389668	5/26/2026	26-107-PRK-0011	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	\$ 990.56	pw1
389700	5/26/2026	98221dorn	DORN, LESLIE	ART SALE FOR THE 98221 GALLERY	\$ 73.08	parks1
389658	5/26/2026	I7316264	HD FOWLER COMPANY INC	WD: LOCATE PAINT	\$ 304.57	wdist
389701	5/26/2026	RefundChristensen	CHRISTENSEN, DERICK	WA PARK RESIDENT REFUND	\$ 20.00	parks1
389698	5/26/2026	RefundFarmer	FARMER, DANIEL	WA PARK CAMPING RESIDENT REFUND	\$ 30.00	parks1
389695	5/26/2026	RefundHill	HILL, GREG	CEMETERY LOT BUY BACK	\$ 345.00	parks1
389699	5/26/2026	RefundRheaume	RHEAUME, ANDREW	WA PARK RESIDENT REFUND	\$ 15.00	parks1
	Total				\$ 136,680.88	



City Council Agenda Bill

June 1, 2026

Action Type: Contract Award

Item: 5.c.

Title: Contract Award: 2026 Satterlee Road Waterline Replacement #26-135-WTR-001

Staff Contact(s): Logan Lee, Jeff Beltramini

Approved for Submittal to Council by:

Tiffany Matson

Logan Lee

Summary: City staff seeks City Council consent to award a contract in the amount of \$149,338.92 to Raw Land Construction LLC to perform the 2026 Satterlee Road Waterline Replacement. This project consists of the installation of approximately 615 linear feet of 6-inch C909 PVC water main; install an owner supplied fire hydrant assembly; make connections to the existing water system; renew existing water services; place hot mix asphalt (HMA); and perform all other work required on Satterlee Rd.

History: The Similk Estuary Restoration Project, led by the Skagit River System Cooperative in partnership with the Swinomish Indian Tribal Community and Skagit County, will restore tidal connectivity and estuarine habitat near Similk Bay and includes future reconstruction of Satterlee Road and a new bridge crossing. As a result, this project represents the City of Anacortes' initial phase of water system improvements within the Satterlee Road corridor, including upgrades to the existing water main to maintain reliability and enable planned abandonment for future construction. A new water main will also be required to support the bridge crossing, with final design to be determined.

Key Terms:

-Contract is for a firm fixed price of \$149,338.92.

-The Contractor shall complete the work within 120 calendar days of the Notice to Proceed date.

Competitive Bidding: In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the

Project Manager evaluated contractors and chose to contract with Raw Land Construction LLC.

Budget Impact:

Contractor	Raw Land Construction LLC
Contract Amount	\$149,338.92
In CFP?	Yes
Funding Source	Rates/User Fees
Earmarked Funds	\$1,700,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	120 calendar days

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-135-WTR-001 with Raw Land Construction LLC in the amount of \$149,338.92 to perform the 2026 Satterlee Road Waterline Replacement.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

- 1. 26-135-WTR-001



CONTRACT #26-135-WTR-001
AGREEMENT WITH
RAW LAND CONSTRUCTION LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Raw Land Construction LLC, a private contractor at 2430 E Bakerview Rd, Bellingham, WA 98226 (herein after referred to as "Contractor").

PROJECT
2026 SATTERLEE ROAD WATERLINE REPLACEMENT

- 1. Scope of Work:** Contractor shall furnish all materials, equipment, labor, and incidentals necessary to complete the installation of approximately 615 linear feet of 6-inch C909 PVC water main; install an owner supplied fire hydrant assembly; make connections to the existing water system; renew existing water services; place hot mix asphalt (HMA); and perform all other work required on Satterlee Rd, as detailed in Exhibit A which is attached hereto and incorporated by reference. The work on this project shall be accomplished in accordance with the current edition of the Standard Specifications for Road, Bridge and Municipal Construction, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications, and the Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.
- 2. Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Forty-Nine Thousand Three Hundred Thirty-Eight Dollars and Ninety-Two Cents (\$149,338.92)**, as detailed in Exhibit B. This includes all mobilization, demobilization, labor, materials, standard freight, sales tax, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
- 3. Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
- 4. Time of Completion:** The Contractor shall complete the work within 120 calendar days of the Notice to Proceed date.
- 5. Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Jeff Beltramini (360) 299-1936.
- 6. Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
- 7. Contract Documents:** The referenced Standard Specifications, Special Provisions, and Exhibits A & B are included in this Contract Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

Owner:

City of Anacortes

Title

Date

Contractor:

Raw Land Construction LLC

Title

Date

Contractor License #

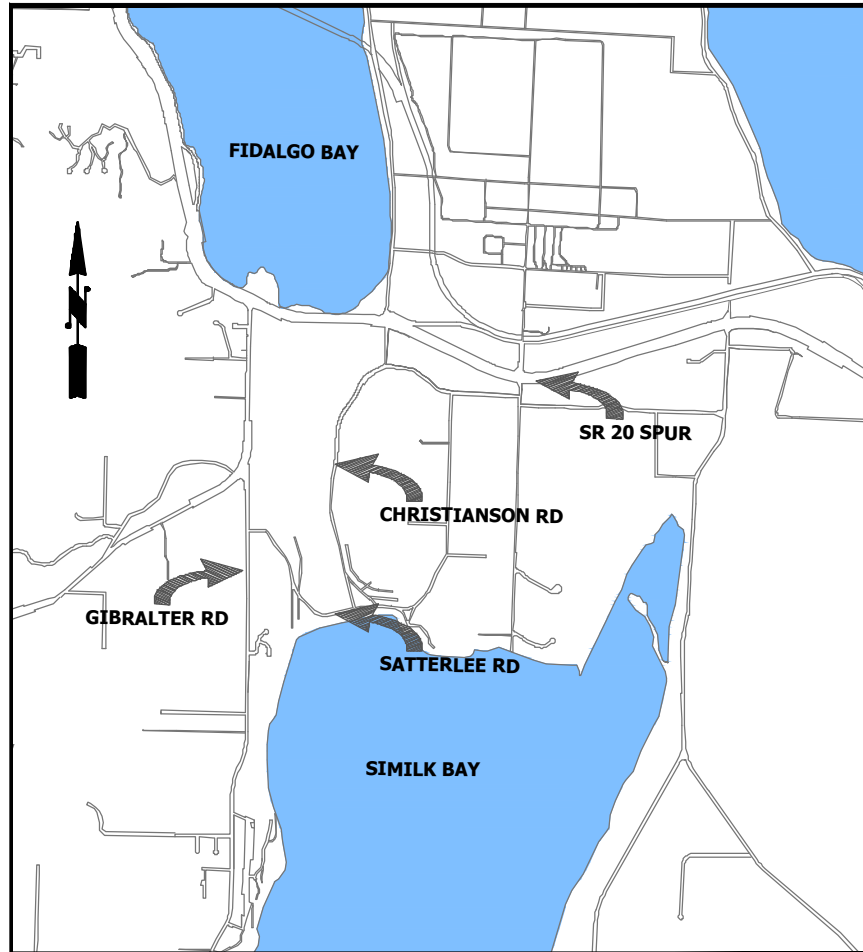
EXHIBIT A



CITY OF ANACORTES

2026 SATTERLEE ROAD WATERLINE REPLACEMENT

#26-135-WTR-001



GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL UTILITIES LOCATED PRIOR TO, AND AS REQUIRED, FOR CONSTRUCTION.
2. THE CONTRACTOR SHALL SUBMIT THE PROJECT SCHEDULE, TEMPORARY TRAFFIC CONTROL AND EROSION CONTROL PLANS PRIOR TO CONSTRUCTION FOR CITY APPROVAL.
3. THE CONTRACTOR SHALL INSTALL ALL MATERIALS AND MAKE CONNECTIONS TO EXISTING STRUCTURES AND PIPES PER THE CURRENT WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, THE CURRENT CITY OF ANACORTES ENGINEERING STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS AND DEPTHS OF ALL EXISTING UTILITY MAINS AND LATERAL LINES, INCLUDING STORM DRAINS, SANITARY SEWERS, WATER LINES, GAS LINES, UNDERGROUND ELECTRICAL AND COMMUNICATION CONDUITS. PRIOR TO CONSTRUCTION AND MATERIAL ORDERING, THE CONTRACTOR MUST FIELD-VERIFY THE CROSSING LOCATIONS, TIE-INS, PIPE TYPES & SIZES, AND ELEVATIONS OF ANY UTILITIES WITHIN THE PROJECT AREA. ANY POTHOLING OF EXISTING UTILITIES SHALL BE APPROVED BY THE PROJECT MANAGER AND PAID FOR UNDER THE BID ITEM "POTHOLE EXISTING UNDERGROUND UTILITIES."
5. ALL COSTS ASSOCIATED WITH THE TIE-INS WILL BE PAID FOR IN THE LUMP SUM BID ITEMS "CONNECTION AS DESCRIBED." THESE BID ITEMS ARE SPECIFIC TO EACH TIE-IN. EXACT TIE -IN LOCATIONS AND PIPE LENGTHS WILL BE DETERMINED IN THE FIELD.
6. ALL SAWCUTTING SHALL BE APPROVED BY THE PROJECT MANAGER PRIOR TO TAKING PLACE.
7. THE WATERLINE TRENCH SHALL BE DEFINED AS 3-FOOT WIDE UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER.
8. THE DISINFECTION OF ALL WATER MAINS SHALL COMPLY WITH ANSI/AWWA C651-14.
9. THE CONTRACTOR SHALL DECHLORINATE FLUSH WATER BEFORE DISPOSAL.
10. ALL WATERMAIN TIE-INS SHALL BE MADE AFTER DISINFECTION, TESTING & ACCEPTANCE FROM THE CITY AND WATER SERVICES LINES HAVE BEEN TRANSFERRED.
11. ALL WATERMAIN TIE-INS SHALL BE SCHEDULED WITH THE PROJECT MANAGER.
12. ALL WATER VALVES TO BE SHUT FOR TIE-INS SHALL BE DONE BY A CITY OF ANACORTES REPRESENTATIVE UNLESS OTHERWISE DIRECTED.
13. ALL MECHANICAL JOINT VALVES AND FITTINGS SHALL BE RESTRAINED BY MEGALUG OR AN APPROVED EQUAL.
14. ALL INSTALLED C909 WATERLINE SHALL BE RESTRAINED.
15. ALL ABANDONED WATERLINES SHALL BE PLUGGED BY BRICK AND MORTAR.
16. THE CONTRACTOR SHALL REMOVE EXISTING VALVE CANS AS SHOWN ON THE PLANS TO A DEPTH OF 6-INCH MINIMUM. REMOVED VALVE CANS NOT LOCATED IN THE NEW WATERLINE TRENCH SHALL HAVE A 1' X 1' PATCH WITH A DEPTH OF 4-INCHES OF ASPHALT.
17. THE CONTRACTOR SHALL INSTALL ANY NEW ASPHALT TO MATCH THE EXISTING LINES, GRADES AND SLOPES.
18. THE ADJUSTMENT TO GRADE OF NEW VALVE CANS SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK AND NO SEPARATE PAYMENT WILL BE MADE.
19. ALL NEW WATERLINE ASPHALT TRENCH PATCHES SHALL BE A MINIMUM OF 5 FEET WIDE AND 3-INCHES DEEP UNLESS OTHERWISE DIRECTED BY THE PROJECT MANAGER.
20. ASPHALT PATCHING MATERIAL (COLD MIX) SHALL BE INSTALLED AS DIRECTED BY THE PROJECT MANAGER.
21. CONTROLLED DENSITY BACKFILL SHALL BE INSTALLED AS DIRECTED BY THE PROJECT MANAGER.
22. THE REMOVAL OF EXISTING FIRE HYDRANTS SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK AND NO SEPARATE PAYMENT WILL BE MADE.
23. THE CONTRACTOR SHALL GIVE THE CITY OF ANACORTES A MINIMUM ADVANCED NOTICE OF (72) SEVENTY-TWO HOURS BEFORE ANY REQUIRED WATER MAIN SHUT DOWNS.
24. THE CONTRACTOR SHALL GIVE A MINIMUM ADVANCED NOTICE OF (72) SEVENTY-TWO HOURS TO ANY RESIDENTS THAT MAY EXPERIENCE ANY DISRUPTION TO THEIR WATER SERVICE AS A RESULT OF A WATER MAIN SHUT DOWN OR WATER SERVICE RENEWAL.
25. ANY RESTORATION REQUIRED FOR REPLACING OR RECONNECTING WATER SERVICES SHALL BE CONSIDERED INCIDENTAL AND NO SEPARATE PAYMENT WILL BE MADE.
26. ALL REPLACED OR RECONNECTED WATER SERVICES SHALL BE FLUSHED PRIOR TO CONNECTING.
27. ALL REPLACED WATER SERVICES SUPPLYING WATER TO MORE THAN ONE METER SHALL HAVE NEW BRASS U-BRANCHES AND ANGLE METER VALVES INSTALLED.
28. REPLACE SHORT SIDE WATER SERVICES WITH 1" REHAU MUNICIPEX, THE EXISTING CORP STOP SHALL BE CLOSED AND SERVICE LINE DISCONNECTED AT THE METER. INSTALL A NEW ANGLE METER VALVE AT THE METER.
29. REPLACE LONG SIDE WATER SERVICES WITH 1" REHAU MUNICIPEX, THE EXISTING CORP STOP SHALL BE CLOSED AND SERVICE LINE DISCONNECTED AT THE METER. INSTALL A NEW ANGLE METER VALVE AT THE METER.
30. RECONNECT EXISTING PEX/COPPER SHORT SIDE WATER SERVICES BY SHORTENING AS NEEDED TO CONNECT TO THE NEW SERVICE TAP.
31. RECONNECT EXISTING PEX/COPPER LONG SIDE WATER SERVICES WITH A 1" MUELLER 110 X 110 UNION OR APPROVED EQUAL AND 1" REHAU MUNICIPEX TO THE NEW SERVICE TAP.

INDEX OF SHEETS

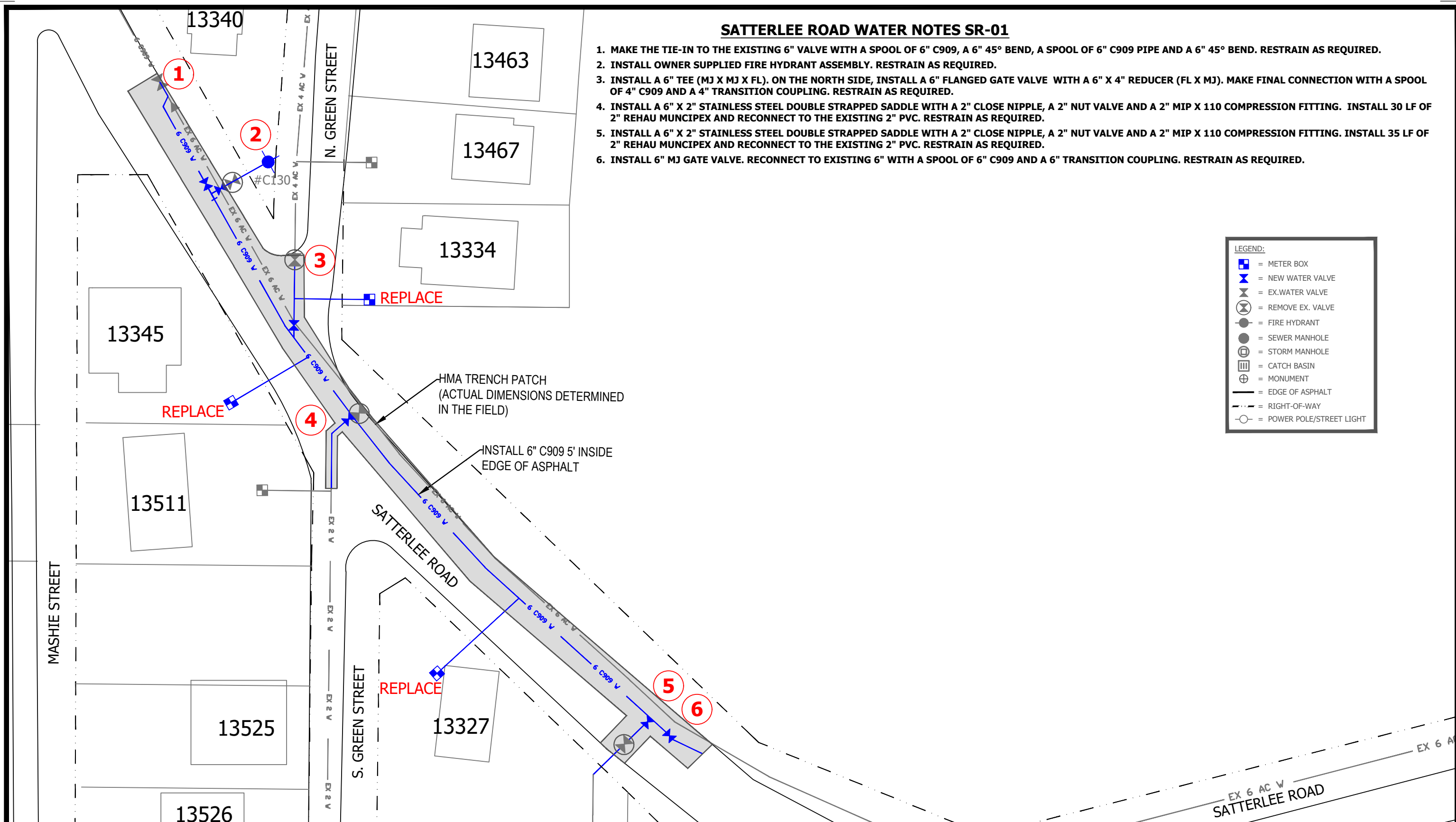
SHEET NO.	DESCRIPTION
COVER	Title, Vicinity Map, General Notes
SR-01	Satterlee Road - West 6-inch Waterline Replacement
SR-02	Satterlee Road - East 6-inch Waterline Replacement

SATTERLEE ROAD WATER NOTES SR-01

1. MAKE THE TIE-IN TO THE EXISTING 6" VALVE WITH A SPOOL OF 6" C909, A 6" 45° BEND, A SPOOL OF 6" C909 PIPE AND A 6" 45° BEND. RESTRAIN AS REQUIRED.
2. INSTALL OWNER SUPPLIED FIRE HYDRANT ASSEMBLY. RESTRAIN AS REQUIRED.
3. INSTALL A 6" TEE (MJ X MJ X FL). ON THE NORTH SIDE, INSTALL A 6" FLANGED GATE VALVE WITH A 6" X 4" REDUCER (FL X MJ). MAKE FINAL CONNECTION WITH A SPOOL OF 4" C909 AND A 4" TRANSITION COUPLING. RESTRAIN AS REQUIRED.
4. INSTALL A 6" X 2" STAINLESS STEEL DOUBLE STRAPPED SADDLE WITH A 2" CLOSE NIPPLE, A 2" NUT VALVE AND A 2" MIP X 110 COMPRESSION FITTING. INSTALL 30 LF OF 2" REHAU MUNCIPEX AND RECONNECT TO THE EXISTING 2" PVC. RESTRAIN AS REQUIRED.
5. INSTALL A 6" X 2" STAINLESS STEEL DOUBLE STRAPPED SADDLE WITH A 2" CLOSE NIPPLE, A 2" NUT VALVE AND A 2" MIP X 110 COMPRESSION FITTING. INSTALL 35 LF OF 2" REHAU MUNCIPEX AND RECONNECT TO THE EXISTING 2" PVC. RESTRAIN AS REQUIRED.
6. INSTALL 6" MJ GATE VALVE. RECONNECT TO EXISTING 6" WITH A SPOOL OF 6" C909 AND A 6" TRANSITION COUPLING. RESTRAIN AS REQUIRED.

LEGEND:

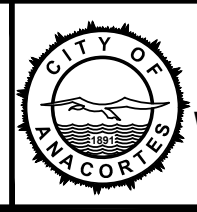
	= METER BOX
	= NEW WATER VALVE
	= EX. WATER VALVE
	= REMOVE EX. VALVE
	= FIRE HYDRANT
	= SEWER MANHOLE
	= STORM MANHOLE
	= CATCH BASIN
	= MONUMENT
	= EDGE OF ASPHALT
	= RIGHT-OF-WAY
	= POWER POLE/STREET LIGHT



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	JEFF BELTRAMINI
DESIGNED	JEFF BELTRAMINI
DRAWN	JEFF BELTRAMINI
CHECKED	LOGAN LEE
PROJECT NUMBER	PW-26-135-WTR-001

**CITY OF ANACORTES
ENGINEERING DEPARTMENT
904 6TH ST.
ANACORTES, WA. 98221
(360) 293-1920**



**CITY OF ANACORTES
SATTERLEE ROAD
WATERLINE REPLACEMENT
CONTRACT # PW-26-135-WTR-001**



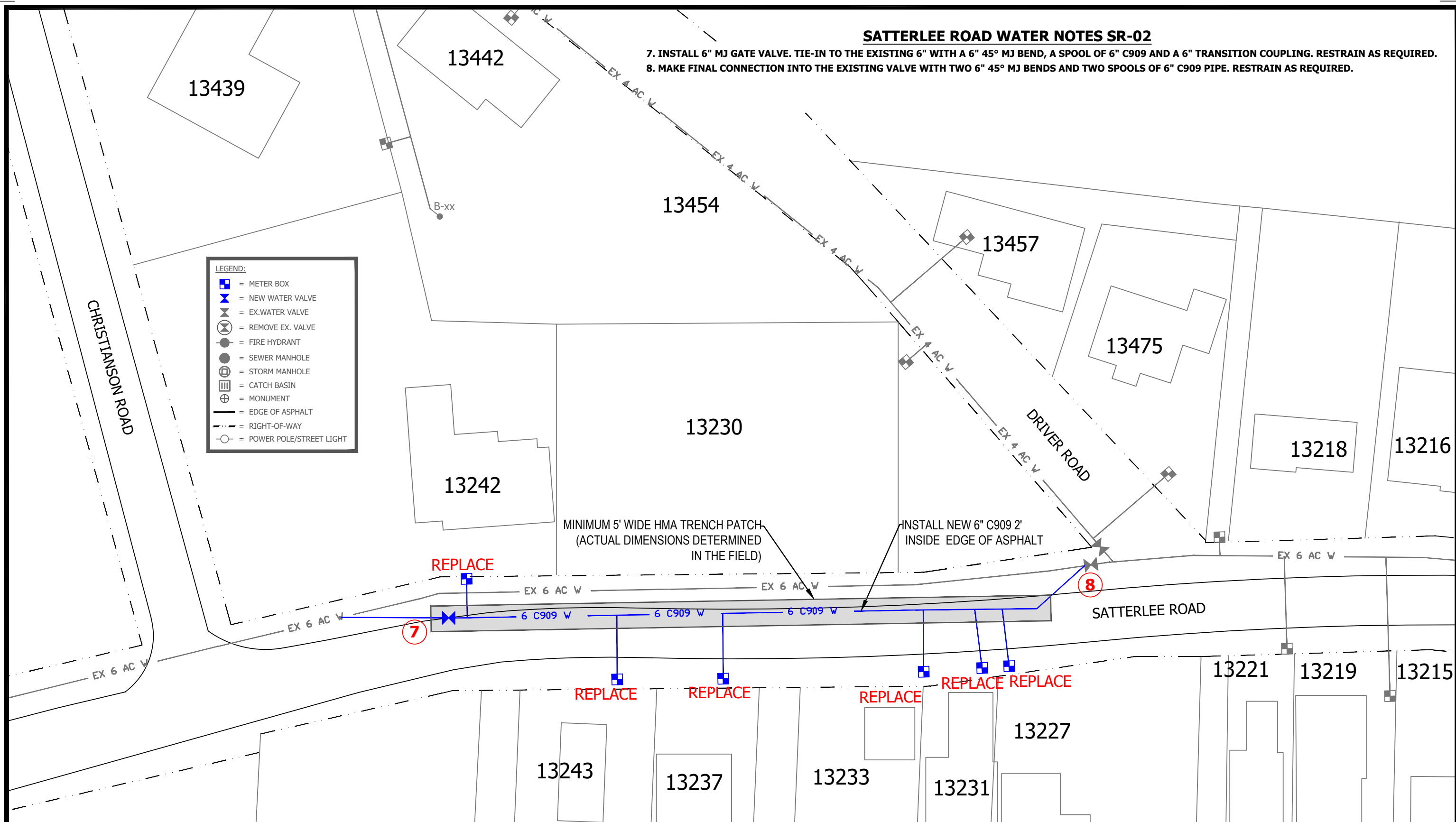
**Satterlee Road - West
6-inch Waterline Replacement**

SCALE: 0 20' 40'

SHEET: SR-01

SATTERLEE ROAD WATER NOTES SR-02

- 7. INSTALL 6" MJ GATE VALVE. TIE-IN TO THE EXISTING 6" WITH A 6" 45° MJ BEND, A SPOOL OF 6" C909 AND A 6" TRANSITION COUPLING. RESTRAIN AS REQUIRED.
- 8. MAKE FINAL CONNECTION INTO THE EXISTING VALVE WITH TWO 6" 45° MJ BENDS AND TWO SPOOLS OF 6" C909 PIPE. RESTRAIN AS REQUIRED.




ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	JEFF BELTRAMINI
DESIGNED	JEFF BELTRAMINI
DRAWN	JEFF BELTRAMINI
CHECKED	LOGAN LEE
PROJECT NUMBER	PW-26-135-WTR-001

**CITY OF ANACORTES
ENGINEERING DEPARTMENT
904 6TH ST.
ANACORTES, WA. 98221
(360) 293-1920**



**CITY OF ANACORTES
SATTERLEE ROAD
WATERLINE REPLACEMENT
CONTRACT # PW-26-135-WTR-001**



**Satterlee Road - East
6-inch Waterline Replacement**

SCALE: 0 20' 40'

SHEET: SR-02

EXHIBIT B

2026 SATTERLEE ROAD WATERLINE REPLACEMENT #26-135-WTR-001

**QUOTE
PAGE 1 OF 2**

The work included in this project consists of furnishing all materials, equipment, labor, and incidentals necessary to complete the installation of approximately 615 linear feet of 6-inch C909 PVC water main; install a owner supplied fire hydrant assembly; make connections to the existing water system; renew existing water services; place hot mix asphalt (HMA); and perform all other work required.

The prices shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this quote.

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	MC	MINOR CHANGES 1-04.4(1)	\$10,000.00 Allowance	\$10,000.00
2	1	LS	MOBILIZATION 2-01.5	At \$ 5,000.00 Per Lump Sum	\$ 5,000.00
3	1	LS	TEMPORARY TRAFFIC CONTROL 2-04.5	At \$ 10,000.00 Per Lump Sum	\$ 10,000.00
4	1	LS	EROSION CONTROL AND WATER POLLUTION PREVENTION 8-01.5	At \$ 1,000.00 Per Lump Sum	\$ 1,000.00
5	1	LS	SPCC PLAN 1-07.15(1)	At \$ 100.00 Per Lump Sum	\$ 100.00
6	1	LS	POTHOLE EXISTING UNDERGROUND UTILITIES	At \$ 2,000.00 Lump Sum	\$ 2,000.00
7	10	TN	ASPHALT PATCHING MATERIAL (COLD MIX)	At \$ 180.00 Per Ton	\$ 1,800.00
8	1	LS	CUSTOMER NOTIFICATION	At \$ 100.00 Per Lump Sum	\$ 100.00
9	650	LF	SAWCUTTING ASPHALT 3-02.5	At \$ 3.00 Per Linear Foot	\$ 1,950.00
10	2460	SF	ROADWAY EXCAVATION INCL/HAUL - ASPHALT 3-03.5	At \$.40 Per Square Foot	\$ 984.00

2026 SATTERLEE ROAD WATERLINE REPLACEMENT #26-135-WTR-001
QUOTE
PAGE 2 OF 2

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
11	615	LF	C909 PVC PIPE 6 IN. DIAM. 7-09.5	At \$ <u>80.00</u> Per Linear Foot	\$ <u>49,200.00</u>
12	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 1	At \$ <u>2,500.00</u> Per Lump Sum	\$ <u>2,500.00</u>
13	1	LS	INSTALL FIRE HYDRANT ASSEMBLY (OWNER SUPPLIED) WATER NOTE NO. 2	At \$ <u>4,000.00</u> Per Lump Sum	\$ <u>4,000.00</u>
14	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 3	At \$ <u>4,000.00</u> Per Lump Sum	\$ <u>4,000.00</u>
15	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 4	At \$ <u>4,000.00</u> Per Lump Sum	\$ <u>4,000.00</u>
16	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 5	At \$ <u>4,000.00</u> Per Lump Sum	\$ <u>4,000.00</u>
17	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 6	At \$ <u>4,000.00</u> Per Lump Sum	\$ <u>4,000.00</u>
18	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 7	At \$ <u>2,500.00</u> Per Lump Sum	\$ <u>2,500.00</u>
19	6	EA	REPLACE EXISTING SERVICE CONNECTIONS 1-INCH	At \$ <u>1,500.00</u> Per Each	\$ <u>9,000.00</u>
20	100	TN	3-INCHES HMA CL. ½ INCH PG 64-22 5-04.5	At \$ <u>210.00</u> Per Ton	\$ <u>21,000.00</u>
				SUBTOTAL	\$137,134.00
				SALES TAX (8.9%)	\$ 12,204.92
				TOTAL	\$149,338.92

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)
(January 22, 2024 COA GSP)

The work on this project shall be accomplished in accordance with the current edition of the *Standard Specifications for Road, Bridge and Municipal Construction*, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 COA GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition
- Current City of Anacortes EDS Construction Standards (<https://www.anacorteswa.gov/460/Engineering-Standards>)

Contractor shall obtain copies of these publications, at Contractor’s own expense.

★ ★ IMPORTANT - PLEASE READ ★ ★

These Special Provisions *supplement*, add *new*, *replace*, or *modify* the combined Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

Supplement: Text supplements, slightly modifies, or adds clarification to the identified section of the Standard Specifications.

New: Item/specification is unique to this project and will not be found in the Standard Specifications.

Replacement: A replacement of the entire identified section or subsection of the Standard Specifications.

Modification: A replacement of the identified sentence or paragraph of the Standard Specifications.

DIVISION 1 – GENERAL REQUIREMENTS

DIVISION 1: To be used in its entirety and to include the following changes:

1-01 GENERAL REQUIREMENTS

1-01.3 Definitions

Modification

(January 19, 2022 APWA GSP)
(May 15, 2025 COA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete as indicated by notice issued by the Contracting Agency. For the purposes of the retainage statute ([RCW 60.28.011](#)), “completion of all contract work” is the same as “date of final acceptance” in the performance and payment bond statute ([RCW 39.08.010](#)).

Modify the following definitions:

Engineer - City Engineer

Project Engineer – City’s Project Manager

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Change Order

A document that details an addition, deletion, or revision to the Contract terms including Scope of Work, Contract Price, and/or Contract Times issued on or after the Effective Date of the Contract. A Change Order does not obligate the parties until a Contract Modification is fully executed by all parties.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents.

Contract Documents

See definition for “Contract”.

Contract Modification

A Contract Modification may include one or more Change Orders and must be fully executed by both parties before it obligates the Contractor to render services, or the City to pay for services rendered, in excess of the original contract amount.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Field Order

City of Anacortes Project Manager can issue a Field Order which requires minor changes in the Work that will be charged to the Minor Changes bid line item.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders **Replacement** (February 17, 2026 APWA GSP, Option A)

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

Before award of a public works contract, a Bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract **Modification**

(February 17, 2026 APWA GSP, Option A)
(January 16, 2026 COA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for electronic signature through DocuSign by the successful bidder following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within **10** calendar days after issuance of the DocuSign envelope, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

Until the Contracting Agency executes a Contract, no Proposal shall bind the Contracting Agency nor shall any Work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any Work begun outside such areas and for any materials ordered before the Contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bonds **Modification**

(July 23, 2015 APWA GSP)
(March 10, 2023 COA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment bond and performance bond each for the full contract amount. The bonds shall:

1. Be on Contracting Agency-furnished forms;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay

- all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.4(1) Retainage in Lieu of Contract Bond

Modification

(May 17, 2018 APWA GSP)
(January 22, 2024 COA GSP)

For contracts of \$150,000 or less, the Contractor may request the Contracting Agency to retain ten percent (10%) of the contract amount in lieu of furnishing a performance and/or payment bond. The request is subject to the approval of the City Attorney, or designee. If approval is given for this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's request to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on their part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

1-03.7 Judicial Review

Replacement

(December 30, 2022 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans,

Modification

Special Provisions, Specifications, and Addenda
(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,

- 6. Contracting Agency's Standard Plans or Details (if any), and;
- 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

Modification

(January 19, 2022 APWA GSP)
(May 15, 2025 COA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

The following paragraphs are added at the end of Section 1-04.4:

City of Anacortes Procedures for Changes:

Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Contract Modification.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Contract Modification.

Field Orders: Under the bid line item "Minor Changes" the City of Anacortes Project Manager can issue a Field Order which requires minor changes in the Work that will be charged to the Minor Changes bid line item. The Field Order will be signed by the Contractor, City Project Manager, and City Engineer and saved with the project documents. The Contractor will be provided a copy of the completed Field Order.

Change Orders: Change Order details an addition, deletion, or revision to the Contract terms including Scope of Work, Contract Price, and/or Contract Times issued on or after the Effective Date of the Contract. Per RCW 39.04.360 the City will issue a Change Order through a Contract Modification no later than 30 days after completion of any additional work or portion of any additional work. When the City's Project Manager determines a Change Order is required the Project Manager will present a draft to the City Engineer for review. If the City Engineer approves the Change Order the Project Manager will then submit a contract request form to the City's Legal Department with the Change Order and any related documentation attached. The City's Legal Department will then issue a Contract Modification which will incorporate the Change Order documentation. A Change Order does not obligate the parties until a Contract Modification is fully executed by all parties.

Contract Modifications: Contract Modification may include one or more Change Orders and must be fully executed by both parties before it obligates the Contractor to render services, or the City to pay for services rendered, in excess of the original contract amount. A Contract Modification must be approved and signed as required by Anacortes Municipal Code. An executed Contract Modification and incorporated Change Orders shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to Work either covered or affected by the change.

In the event of any conflict, discrepancy, or perceived inconsistency among any of the terms and conditions in the Contract Documents and the City of Anacortes Procedures for Changes, the City of Anacortes Procedures for Changes shall control.

1-04.4(1) Minor Changes

Replacement

(May 30, 2019 APWA GSP)
(May 15, 2025 COA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for minor changes may be made under the Bid item "Minor Change" up to the dollar amount entered on the bid form. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time. Under this line item the City of Anacortes Project Manager can issue a Field Order which requires minor changes in the Work that will be charged to the Minor Changes bid line item. The Field Order will be signed by the Contractor, City Project Manager, and City Engineer and saved with the project documents. The Contractor will be provided a copy of the completed Field Order.

1-04.6 Variation in Estimated Quantities

Modification

(December 30, 2022 APWA GSP, Option B)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein:

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviation from Plans and Stakes (April 22, 2025 APWA GSP, Option D)

Supplement

This Section is supplemented with the following:

Contractor Surveying – ADA Features

ADA Feature Staking Requirements

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and contract documents.

ADA Feature Contract Compliance

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

ADA Feature Measurements

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Post Inspection Form(s) (WSDOT Form 224-020LP).

The completed ADA Post Inspection Form(s) (WSDOT Form 224-020LP) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will retain the final form(s) for their records.

Payment

Payment will be made for the following bid item that is included in the Proposal:

“ADA Feature Surveying”, lump sum.

The lump sum Contract price for “ADA Feature Surveying” shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

1-05.7 Nonconforming Work

Supplement

(February 17, 2026 APWA GSP)

Supplement this section with the following:

The rights exercised under the provisions of this Section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the Work as required. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

No additional contract time or compensation will be allowed when the Contracting Agency exercises their rights provided by this Section.

1-05.7(1) Identification of Nonconforming Work

Replace this section with the following:

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting

Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

1-05.7(2) Reporting of Nonconforming Work

Replace this section with the following:

The Contractor shall immediately report all Nonconforming Work to the Engineer and shall include any relevant information known for suggested remediation of Nonconforming Work.

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming Work within the time specified in a written notice from the Engineer, or fails to perform any part of the Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be identified in the written notice.

1-05.7(3) Remediation of Nonconforming Work

Supplement this section with the following:

The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remediating Nonconforming Work not corrected by the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the Nonconforming Work corrected immediately, have the Work removed and replaced, or have Work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause risk of loss or damage to the public.

When costs are incurred by the Contracting Agency, payment will be deducted by the Engineer from monies due, or to become due, to the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and compensation for removal, repair, replacement and/or correction of the Contractor's Nonconforming Work.

1-05.11 Final Inspection

(October 1, 2005 APWA GSP)

Replacement

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.12 Final Acceptance

Replacement

(January 22, 2024 COA GSP)

Delete this section and replace it with the following:

The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. All Statements of Intent to Pay Prevailing Wages and Affidavits of Prevailing Wages Paid are approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

The Contractor must perform all the obligations under the Contract before a Completion Date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the Contract shall not bar the Contracting Agency from unilaterally accepting the Contract as provided in [Section 1-09.9](#). The Contracting Agency accepts the completed Contract and the items of Work issuing a

Notice of Final Acceptance signed by the Public Works Director. Progress estimates or payments shall not be construed as acceptance of Work under the Contract.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against all claims or loss resulting from the failure of the Contractor or subcontractors to pay all laborers, mechanics, subcontractors, material persons, or others who provides labor, supplies, or provisions for carrying out the Work or for payments required for unemployment compensation under [Title 50 RCW](#) or for industrial insurance and medical aid required under [Title 51 RCW](#).

Final acceptance shall not constitute acceptance of unauthorized or defective work or material. The Contracting Agency shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of all unauthorized or defective work or material or from recovering damages for any such work or material.

Add the following new section:

1-05.12(1) One-Year Guarantee Period New

(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor Modification
(August 14, 2013, APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices Modification
(January 4, 2024, AWPA GSP)
(January 22, 2024 COA GSP)

Revise the second paragraph to read:

All correspondence shall be directed to the City of Anacortes Project Manager. All correspondence from the Contractor constituting any notification, Notice of Protest, Notice of Dispute, or other correspondence constituting notification required to be furnished under the contract, must be in paper format, hand delivered or sent via mail delivery service with return receipt requested to the Project Manager's office. Electronic copies such as e-mails or electronically delivered copies or correspondence will not constitute such notice and will not comply with the requirements of the contract.

1-05.16 Water and Power New

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-06 CONTROL OF MATERIAL
1-06.1(4) Fabrication Inspection Expense

Modification

(April 22, 2025 APWA GSP)

Section 1-06.1(4) is revised to read:

The Contracting agency will not deduct from monies due to the Contractor, Contracting Agency expenses for plant approval and fabrication acceptance inspection.

Items requiring plant approval and fabrication inspection are listed in Table 1.

Table 1 Items Requiring Plant Approval and Fabrication Acceptance Inspection	
Anchor Bolts (ASTM A449 & F1554 Grade 105)	Precast Concrete Traffic Barrier
Anchor Cables and Components	Precast Concrete Vaults (Electrical, Utility, Drainage, etc.)
Bridge Bearings (Cylindrical, Disc, Fabric Pad, Low Rise, Pin, Pendulum, and Spherical)	Precast Concrete Girders and Precast Bridge Components
Cattle Guards	Prestressed Concrete Girders
Coated Piling and Casing	Prestressed Concrete Panels
Epoxy-Coated Reinforcing Steel	Precast Reinforced Concrete Box Structures
Fabricated/Welded Miscellaneous Metal Drainage Items: Grate Inlets, and Drop Inlets	Precast Reinforced Concrete Split Box Structures
Longitudinal Seismic Restrainers	Precast Reinforced Concrete Three Sided Structures
Metal Bridge Railing and Handrail	Prestressed Concrete Piles
Metal Castings for Concrete Drainage, electrical, and Utility Items	Retrofit Guardrail Posts with Welded Base Plates
Modular Expansion Joints	Signal Standards
Paint & Powder Coating Facilities for Table 1 items	Signing Material
Precast Concrete Bridge Deck Panels	Sign Structures – Cantilever, Sign Bridge, and Bridge Mounted, Roadside Type PLT/PLU
Precast Concrete Catch Basins, Manholes, Inlets, Drywells, and Risers	Soldier Piles
Precast Culvert, Storm Sewer, and Sanitary Sewer Pipe	Steel Bridges and Steel Bridge Components
Precast Concrete Floor Panels	Steel Column Jackets
Precast Concrete Junction Boxes, Pull Boxes, Cable Vaults	Steel Light Standards, and High Mast Light Poles
Precast Concrete Marine Pier Deck Panels	Strip Seal Expansion Joints
Precast Concrete Pier Caps	Structural Steel for Ferry Terminal Berthing, Pedestrian and Vehicle Loading Structures
Precast Concrete Retaining Walls, including Lagging Panels	Timber Bridges
Precast Concrete Roof Panels	Treated Timber and Lumber 6 inch by 6 inch or larger
Precast Concrete Structural Earth Walls, Noise Barrier Walls, Wall Panels, and Wall Stem Panels	Welded Structural Steel (Miscellaneous)

Initial plant inspections are required as follows in Table 2.

Table 2 Items Requiring Initial Plant Approval Only	
Epoxy Coating of Dowels and Tiebars for Concrete Pavement Guardrail Posts and Blocks	Precast Concrete Blocks for Structural Earth Walls Steel Pipe Piling

1-06.6 Recycled Materials
 (January 4, 2016 APWA GSP)

Replacement

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

Supplement

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Tax

Replacement

(June 27, 2011 APWA GSP)

Delete this section, including its sub-sections, in its entirety and replace it with the following:

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal

systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.9(5)A Required Documents

Replacement

(February 17, 2026 APWA GSP, Option B)

This section is revised to read as follows:

All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid shall be submitted to the Engineer through the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. When apprenticeship is a requirement of the Contract, include all apprentices in PWIA.

1-07.11(2) Contractual Requirements

Modification

(November 25, 2024 APWA GSP)

Delete item 11 of the first paragraph of Section 1-07.11(2).

1-07.13 (4) Repair of Damage

Modification

(August 6, 2001 WSDOT GSP)

This section shall be revised to read as follows:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.16 (1) Private/Public Property

Supplement

(March 2007, COA GSP)

This Section is supplemented with the following:

The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary. Upon completion of the Work and before the Physical Completion Date, the Work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the condition of the site prior to the commencement of the Work.

Roadway Protection

Only equipment with rubber tires or smooth tracks shall be allowed on road surfaces, which are not to be reconstructed as a part of the Work. Tracks with cleats or other devices which damage the road surface will not be allowed. All outriggers shall be equipped with street pads.

Private Improvements within the Right-of-Way

Private improvements exist within the right-of-way. The Contractor shall not damage or disturb any such improvements unless specifically noted on the Plans or directed by the City of Anacortes Project

Manager or Project Inspector. Removal of such items shall be in accordance with Section 2-01 of the Contract Provisions.

1-07.17 Utilities and Similar Facilities
(April 2, 2007 WSDOT GSP)

Supplement

This Section is supplemented with the following:

Locations and dimensions shown on the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Ziply Fiber: Michael Merrill
Cell: 615-719-0199
Dennis Keller
Cell: 425-238-1078

City of Anacortes: WiL Ludemann
Water, Street, Sewer, Storm & Fiber Optic
904 6th Street
Anacortes, WA 98221
(360) 293-1921

Comcast Cable: Casey Jones
400 Sequoia Drive
Bellingham, WA 98226
(425) 508-7335

PSE: Jane Major
1329 State Street
Bellingham, WA 98225
(360) 766-5571

Cascade Natural Gas
Addam Sad
1520 South 2nd Street
Mount Vernon, WA 98273
(360) 336-3866

1-07.18 Public Liability and Property Damage Insurance

Replacement

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance
(February 17, 2026 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract 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 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) 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.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive

subrogation against the Contracting Agency, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the Contractor or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The Contractor hereby waives its own right of subrogation against the Contracting Agency and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

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.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Replacement

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made as described below.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and

easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new sections:

1-08.0 Preliminary Matters	New
(May 25, 2006 APWA GSP)	
1-08.0(1) Preconstruction Conference	New
(October 21, 2025 APWA GSP)	
(May 20, 2014, COA GSP)	

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.
4. To review Training or Apprenticeship Plans, when applicable.
5. To discuss FSBE Goals when applicable.
6. To establish normal working hours for the work;
7. To review safety standards and traffic control; and
8. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval.

1-08.0(2) Hours of Work

New

(February 17, 2026 APWA GSP)
(January 24, 2018, COA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency’s noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor’s operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than noon on the working day prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency’s material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.

If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.1(7)A Payment Certification

Modification

(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

1-08.1(7)A VACANT

1-08.1(8)B Clauses Required in Subcontracts of All Tiers

Modification

(November 25, 2024 APWA GSP)

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1-08.3(2)A Type A Progress Schedule

Replacement

(February 17, 2026 APWA GSP)

Revise this section to read:

The Contractor shall submit ***1*** copy of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless

of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and accept or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Replacement

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(February 17, 2026 APWA GSP)

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the Work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract.

When shown in the Plans, the first order of Work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 2-04.3. Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other Work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

Modification

(February 17, 2026 APWA GSP, Option A)
(August 11, 2025 COA GSP)

Revise the third and fourth paragraphs to read:

Contract time shall begin as detailed in the Notice to Proceed issued by the City.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the Contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable

- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

1-9 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment Modification
(November 25, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

- 4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027LP, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

1-09.2(5) Measurement Modification

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.9 Payments Modification

(February 17, 2026 APWA GSP, Option B)

Progress payments for completed Work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the Work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the Work are tentative, and made only for the purpose of determining progress payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

The value of the progress estimate will be the sum of the following:

- 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of Work completed multiplied by the unit price.
- 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
- 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
- 4. Change Orders — entitlement for approved extra cost or completed extra Work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

- 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 2. The amount of Progress Payments previously made; and
- 3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for Work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any Work has been satisfactorily completed. The determination of payments under the Contract will be final in accordance with Section 1-05.1.

The sixth paragraph of Section 1-09.9 is deleted.

1-09.9 Payments

(July 8, 2024 APWA GSP, Option A)

Supplement

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

1-09.11(3) Time Limitation and Jurisdiction

Replacement

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(3)A Arbitration General

Modification

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Venue for Litigation

Modification

(December 20, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

DIVISION 2 – TEMPORARY FEATURES

DIVISION 2: To be used in its entirety and to include the following changes:

2-04 TEMPORARY TRAFFIC CONTROL

2-04.3(1) Traffic Control Management

2-04.3(1) Acceptable TCS Training

Supplement

(October 3, 2022 WSDOT GSP)

Section 2-04.3(1) is supplemented with the following:

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.

Kingston, WA 98348
(360) 297-3035
<https://www.nwlett.edu>

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778
<https://www.esc.org>

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
<https://atssa.com/training>

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com>

US Safety Alliance
(904) 705-5660
<https://www.ussafetyalliance.com>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndservices.net>

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

DIVISION 8: To be used in its entirety and to include the following changes.

8-02 ROADSIDE RESTORATION

8-02.2 Materials
(March 2023, COA GSP)

Supplement

This section is supplemented with the following:

Compost

All compost material, including compost used as a portion of other materials, shall meet the following requirements:

Compost material shall be:

1. produced locally within Skagit County;
2. produced by a supplier that is certified by a nationally recognized organization (e.g., the U.S. Composting Council);
3. produced by a facility permitted by the local health jurisdiction; and
4. derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.



City Council Agenda Bill

June 1, 2026

Action Type: Ordinance

Item: 6.a.

Title: Ordinance 5031: Updating AMC 12.60 Complete Streets

Staff Contact(s): Logan Lee

Approved for Submittal to Council by:

Greg Francioch
Sidney Neel
Logan Lee
Steve Hoglund
Darcy Swetnam

Summary: The Washington State Legislature established a Complete Streets program pursuant to [RCW 47.04.320](#) and encourages local jurisdictions within the State of Washington to adopt Complete Streets ordinances. The purpose of the Complete Streets program is to provide safe and convenient access and mobility for all users of the transportation system, including pedestrians, bicyclists, motorists, freight operators, emergency responders, transit users, and persons of all ages and abilities. Staff recommend the incorporation of Complete Streets principles into transportation planning, capital projects, development review, and public right-of-way improvements, which will improve transportation safety, accessibility, connectivity, and mobility throughout the city and support multimodal transportation, accessibility, environmental sustainability, and the health, safety, and welfare of the community. This ordinance updates [Anacortes Municipal Code Chapter 12.60 Complete Streets](#) in furtherance of those principles.

Budget Impact:

Previous Action: City Council created AMC Chapter 12.60 with the adoption of [Ordinance 2879](#) in April 2012.

Recommended Motion: No motion required. First read of the ordinance.

Alternative Actions:

Attachments (listed in order presented):

1. Complete Streets Ordinance 5031 - tracked changes
2. Complete Streets Ordinance 5031 - clean version
3. Public Comment - Marlene Finley - Complete Streets Ordinance
4. 6-1-26 Complete Streets Presentation

Chapter 12.60 COMPLETE STREETS

Sections:

- 12.60.010 Statement of purpose.
- 12.60.020 ~~Planning, design, and construction.~~ Definitions.
- 12.60.030 ~~Exceptions.~~ Applicability and Implementation.
- 12.60.040 ~~Severability.~~ Design Principles and Standards.
- 12.60.050 Exceptions.
- 12.60.060 Severability.

12.60.010 Statement of purpose.

The purpose of this chapter is to establish ~~policy and procedures within the city of Anacortes Municipal Code, for a Complete Streets Program to guide~~ the planning, design, construction, reconstruction, retrofit, maintenance, and construction of city streets, sidewalks, and operation of public places. ~~These policies rights-of-way in the City of Anacortes in accordance with RCW 47.04.320. The provisions of this chapter are intended to ensure safe, equitable, and accessible transportation facilities for all users, including pedestrians, bicyclists, transit riders, freight, emergency responders, motorists, and procedures are meant to facilitate and encourage a physically active community by allowing~~ people of all ages and abilities ~~to incorporate physical activity into their daily lives by walking, bicycling, exercising.~~

This chapter further supports compliance with the Americans with Disabilities Act (ADA), promotes multimodal connectivity, and advances Vision Zero principles intended to reduce and using public transit as part of everyday living eliminate all traffic fatalities and serious injuries while increasing safe, healthy, and equitable mobility for all.

(Ord. 2879, 2012)

12.60.020 ~~Planning, design, and construction.~~ Definitions.

~~City of Anacortes will plan for, design, and construct all new street, sidewalk, and public place projects to provide appropriate accommodation for pedestrians, bicyclists, transit users and~~

persons of all ages and abilities. Complete street practices will be incorporated into city plans, rules, regulations and programs as appropriate.

“Complete Streets” means public rights-of-way that are planned, designed, constructed, operated, and maintained to enable safe and accessible travel for all users, including pedestrians, bicyclists, transit users, motorists, freight, emergency responders, and persons of all ages and abilities.

“Complete Streets infrastructure” means physical elements within the public right-of-way that are designed to support safe and accessible travel for all users, including but not limited to sidewalks, bicycle facilities, transit stops and amenities, safe crossing features, traffic control devices, and related roadway design elements.

“Transportation project” means any project, program, permit, development activity, capital improvement, private development, frontage improvement, or work within the public right-of-way that affects the planning, design, construction, reconstruction, operation, or maintenance of a public transportation facility.”

12.60.030 Exceptions. Applicability and Implementation.

Facilities for pedestrians, bicyclists, transit users, and/or people of all ages and abilities are not required to be provided:

- A. ~~Where their establishment would be contrary to public health and safety;~~
- B. ~~Where there is no identified need (as established in city plans and future travel demand models);~~
- C. ~~For ordinary maintenance activities designed to keep assets in serviceable condition (e.g., cleaning, sweeping, spot repair and surface treatments such as preservation paving);~~
- D. ~~Where the cost would be disproportionate to the current need or probable future uses.~~

A. Complete Streets requirements shall apply to:

1. City-funded, City-owned, or City-managed transportation projects;
2. Private development and redevelopment projects required to construct or improve public rights-of-way, frontage improvements, or transportation facilities;
3. Transportation-related capital improvement projects, utility projects, and redevelopment activities, except as otherwise provided in this chapter.

B. Complete Streets requirements shall be incorporated into the planning, scoping, design, construction, reconstruction, retrofit, operation, and maintenance of transportation facilities and public rights-of-way;

C. All transportation projects shall include consideration of Complete Streets infrastructure during project scoping and design, except as provided in Section 12.60.050;

D. The City shall implement and administer this chapter through applicable City plans, development regulations, engineering standards, design manuals, permit review processes, capital improvement programming, and project approval procedures.

E. Compliance with this chapter shall be reviewed by the City Engineer or designee during applicable project review, permit review, frontage improvement review, and capital project development.

12.60.040 ~~Severability~~ Design Principles and Standards.

A. Public rights-of-way shall be planned, designed, constructed, reconstructed, operated, and maintained to support safe and accessible travel for pedestrians, bicyclists, transit users, and persons of all ages and abilities.

B. Complete Streets infrastructure shall be incorporated into transportation projects in a manner that:

1. Improves multimodal safety and accessibility;
2. Supports connectivity between neighborhoods, schools, parks, commercial areas, transit facilities, and other community destinations;
3. Complies with applicable ADA requirements and accessibility standards;
4. Supports adopted City transportation, land use, and safety plans; and
5. Balances the needs of all users while considering context, roadway function, environmental constraints, and public safety.

C. Complete Streets infrastructure shall be designed and constructed in accordance with applicable City engineering standards, specifications, policies, and design guidance, as adopted or amended by the City Engineer or designee.

12.60.050 Exceptions.

A. Complete Streets infrastructure is not required where the City Engineer or designee determines, in writing, that one or more of the following conditions apply:

1. A documented absence of current and future need exists, as determined in accordance with subsection B of this section;
2. The project consists of routine maintenance or repair activities that do not change the roadway geometry, operations, or access;
3. The cost of providing Complete Streets infrastructure would be disproportionate to the total project cost or probable future use;
4. The inclusion of Complete Streets infrastructure would be contrary to public safety;
5. The provision of such facilities would result in significant adverse environmental impacts to critical areas, including but not limited to wetlands, streams, or steep slopes; or
6. The project is of a limited scope or location such that the inclusion of Complete Streets facilities would result in isolated or disconnected improvements that do not contribute to a functional network.

B. Any determination of absence of current and future need shall be documented in writing, supported by documented analysis, approved by the City Engineer or designee, and may include consideration of the following:

1. Adopted City plans and policies;
2. Existing and projected land use and development patterns;
3. Current and projected traffic volumes, multimodal demand, and travel patterns;
Safety history, including crash data and documented safety concerns; and
4. Existing and planned transportation facilities within the project area.

12.60.060 Severability.

If any section, sentence, clause, or phrase of this chapter ~~should~~ is held invalid or unconstitutional by a court of competent jurisdiction, such ~~invalidity or unconstitutionality decision~~ shall not affect the validity ~~or constitutionality~~ of ~~any other section, sentence, clause, or phrase,~~ the remaining portions of this chapter.

Ordinance 5031

An Ordinance Amending Anacortes Municipal Code Chapter 12.60 Complete Streets

Whereas the Washington State Legislature has, pursuant to RCW 47.04.320, established a Complete Streets program and encourages local jurisdictions within the State of Washington to adopt Complete Streets ordinances

Whereas the purpose of the Complete Streets program is to provide safe and convenient access and mobility for all users of the transportation system, including pedestrians, bicyclists, motorists, freight operators, emergency responders, transit users, and persons of all ages and abilities

Whereas the City Council of Anacortes finds that incorporating Complete Streets principles into transportation planning, capital projects, development review, and public right-of-way improvements will improve transportation safety, accessibility, connectivity, and mobility throughout the city

Whereas the City Council further finds that Complete Streets principles support multimodal transportation, accessibility, environmental sustainability, and the health, safety, and welfare of the community

Whereas the City Council finds that adoption of this ordinance will improve transportation safety, accessibility, and mobility within the city

Now, therefore, the City Council does ordain as follows:

Section 1. Adopt the amendments to Anacortes Municipal Code Chapter 12.60 as shown in Exhibit A.

Section 2. Severability. The various parts, sections, and clauses of this resolution are hereby declared to be severable. If any section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared unconstitutional or invalid for any reason, such decision must not affect the validity of the remaining parts of this resolution.

ADOPTED by the City Council of the City of Anacortes this ___ day of _____, 2026.

CITY OF ANACORTES:

Ryan Walters, Mayor

Attest:

Steven D. Hogle, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Exhibit A

Chapter 12.60 COMPLETE STREETS

Sections:

- 12.60.010 Statement of purpose.**
- 12.60.020 Definitions.**
- 12.60.030 Applicability and Implementation.**
- 12.60.040 Design Principles and Standards.**
- 12.60.050 Exceptions.**
- 12.60.060 Severability.**

12.60.010 Statement of purpose.

The purpose of this chapter is to establish a Complete Streets Program to guide the planning, design, construction, reconstruction, retrofit, maintenance, and operation of public rights-of-way in the City of Anacortes in accordance with RCW 47.04.320. The provisions of this chapter are intended to ensure safe, equitable, and accessible transportation facilities for all users, including pedestrians, bicyclists, transit riders, freight, emergency responders, motorists, and people of all ages and abilities.

This chapter further supports compliance with the Americans with Disabilities Act (ADA), promotes multimodal connectivity, and advances Vision Zero principles intended to reduce and eliminate all traffic fatalities and serious injuries while increasing safe, healthy, and equitable mobility for all.

(Ord. 2879, 2012)

12.60.020 Definitions.

“Complete Streets” means public rights-of-way that are planned, designed, constructed, operated, and maintained to enable safe and accessible travel for all users, including pedestrians, bicyclists, transit users, motorists, freight, emergency responders, and persons of all ages and abilities.

“Complete Streets infrastructure” means physical elements within the public right-of-way that are designed to support safe and accessible travel for all users, including but not limited to sidewalks, bicycle facilities, transit stops and amenities, safe crossing features, traffic control devices, and related roadway design elements.

“Transportation project” means any project, program, permit, development activity, capital improvement, private development, frontage improvement, or work within the public right-of-way that affects the planning, design, construction, reconstruction, operation, or maintenance of a public transportation facility.”

12.60.030 Applicability and Implementation.

A. Complete Streets requirements shall apply to:

1. City-funded, City-owned, or City-managed transportation projects;
2. Private development and redevelopment projects required to construct or improve public rights-of-way, frontage improvements, or transportation facilities;
3. Transportation-related capital improvement projects, utility projects, and redevelopment activities, except as otherwise provided in this chapter.

B. Complete Streets requirements shall be incorporated into the planning, scoping, design, construction, reconstruction, retrofit, operation, and maintenance of transportation facilities and public rights-of-way;

C. All transportation projects shall include consideration of Complete Streets infrastructure during project scoping and design, except as provided in Section 12.60.050;

D. The City shall implement and administer this chapter through applicable City plans, development regulations, engineering standards, design manuals, permit review processes, capital improvement programming, and project approval procedures.

E. Compliance with this chapter shall be reviewed by the City Engineer or designee during applicable project review, permit review, frontage improvement review, and capital project development.

12.60.040 Design Principles and Standards.

- A. Public rights-of-way shall be planned, designed, constructed, reconstructed, operated, and maintained to support safe and accessible travel for pedestrians, bicyclists, transit users, and persons of all ages and abilities.
- B. Complete Streets infrastructure shall be incorporated into transportation projects in a manner that:
 - 1. Improves multimodal safety and accessibility;
 - 2. Supports connectivity between neighborhoods, schools, parks, commercial areas, transit facilities, and other community destinations;
 - 3. Complies with applicable ADA requirements and accessibility standards;
 - 4. Supports adopted City transportation, land use, and safety plans; and
 - 5. Balances the needs of all users while considering context, roadway function, environmental constraints, and public safety.
- C. Complete Streets infrastructure shall be designed and constructed in accordance with applicable City engineering standards, specifications, policies, and design guidance, as adopted or amended by the City Engineer or designee.

12.60.050 Exceptions.

- A. Complete Streets infrastructure is not required where the City Engineer or designee determines, in writing, that one or more of the following conditions apply:
 - 1. A documented absence of current and future need exists, as determined in accordance with subsection B of this section;
 - 2. The project consists of routine maintenance or repair activities that do not change the roadway geometry, operations, or access;
 - 3. The cost of providing Complete Streets infrastructure would be disproportionate to the total project cost or probable future use;
 - 4. The inclusion of Complete Streets infrastructure would be contrary to public safety;
 - 5. The provision of such facilities would result in significant adverse environmental impacts to critical areas, including but not limited to wetlands, streams, or steep slopes; or
 - 6. The project is of a limited scope or location such that the inclusion of Complete Streets facilities would result in isolated or disconnected improvements that do not contribute to a functional network.

B. Any determination of absence of current and future need shall be documented in writing, supported by documented analysis, approved by the City Engineer or designee, and may include consideration of the following:

1. Adopted City plans and policies;
2. Existing and projected land use and development patterns;
3. Current and projected traffic volumes, multimodal demand, and travel patterns;

Safety history, including crash data and documented safety concerns; and

4. Existing and planned transportation facilities within the project area.

12.60.060 Severability.

If any section, sentence, clause, or phrase of this chapter is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

From: [Darcy Swetnam](#)
To: [Ryan Walters](#); [Logan Lee](#); [Greg Francioch](#)
Subject: FW: Complete Streets Ordinance
Date: Monday, June 1, 2026 8:44:12 AM
Attachments: [Complete Streets Ordinance 5031 - tracked changes MFedits.docx](#)

Please see the email below from Marlene Finley, the President of Evergreen Islands, regarding the Complete Streets Ordinance.

Thank you,
Darcy

From: Marlene Finley <marlenefinley17@gmail.com>
Sent: Friday, May 29, 2026 4:17 PM
To: Darcy Swetnam <darcys@anacorteswa.gov>
Subject: Re: Complete Streets Ordinance

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Hi Darcy,

The draft looks good. We just have a few suggestions and questions. It is important to include shorelines in the exception list. (12.60.050). The word "trail" is never used in the ordinance, so I wonder if trails fall under complete streets. See attached for track changes and comments.

Evergreen Islands appreciates the opportunity to be part of the review and discussion.

Kind regards,
Marlene Finley
415-244-9582

Chapter 12.60 COMPLETE STREETS

Sections:

- 12.60.010 Statement of purpose.
- 12.60.020 ~~Planning, design, and construction.~~ Definitions.
- 12.60.030 ~~Exceptions.~~ Applicability and Implementation.
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- 12.60.050 Exceptions.
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12.60.010 Statement of purpose.

The purpose of this chapter is to establish ~~policy and procedures within the city of Anacortes Municipal Code, for a Complete Streets Program to guide~~ the planning, design, construction, reconstruction, retrofit, maintenance, and construction of city streets, sidewalks, and operation of public places. ~~These policies rights-of-way in the City of Anacortes in accordance with RCW 47.04.320. The provisions of this chapter are intended to ensure safe, equitable, and accessible transportation facilities for all users, including pedestrians, bicyclists, transit riders, freight, emergency responders, motorists, and procedures are meant to facilitate and encourage a physically active community by allowing~~ people of all ages and abilities ~~to incorporate physical activity into their daily lives by walking, bicycling, exercising.~~

This chapter further supports compliance with the Americans with Disabilities Act (ADA), promotes multimodal connectivity, and advances Vision Zero principles intended to reduce and using public transit as part of everyday living eliminate all traffic fatalities and serious injuries while increasing safe, healthy, and equitable mobility for all.

(Ord. 2879, 2012)

12.60.020 ~~Planning, design, and construction.~~ Definitions.

~~City of Anacortes will plan for, design, and construct all new street, sidewalk, and public place projects to provide appropriate accommodation for pedestrians, bicyclists, transit users and~~

~~persons of all ages and abilities. Complete street practices will be incorporated into city plans, rules, regulations and programs as appropriate.~~

~~“Complete Streets” means public rights-of-way that are planned, designed, constructed, operated, and maintained to enable safe and accessible travel for all users, including pedestrians, bicyclists, transit users, motorists, freight, emergency responders, and persons of all ages and abilities.~~

~~“Complete Streets infrastructure” means physical elements within the public right-of-way that are designed to support safe and accessible travel for all users, including but not limited to sidewalks, bicycle facilities, transit stops and amenities, safe crossing features, traffic control devices, and related roadway design elements.~~

~~“Public Right of Way”~~

~~“Transportation project” means any project, program, permit, development activity, capital improvement, private development, frontage improvement, or work within the public right-of-way that affects the planning, design, construction, reconstruction, operation, or maintenance of a public transportation facility.”~~

12.60.030 ~~Exceptions. Applicability and Implementation.~~

~~Facilities for pedestrians, bicyclists, transit users, and/or people of all ages and abilities are not required to be provided:~~

- ~~A. Where their establishment would be contrary to public health and safety;~~
- ~~B. Where there is no identified need (as established in city plans and future travel demand models);~~
- ~~C. For ordinary maintenance activities designed to keep assets in serviceable condition (e.g., cleaning, sweeping, spot repair and surface treatments such as preservation paving);~~
- ~~D. Where the cost would be disproportionate to the current need or probable future uses.~~

A. Complete Streets requirements shall apply to:

1. City-funded, City-owned, or City-managed transportation projects;
2. Private development and redevelopment projects required to construct or improve public rights-of-way, frontage improvements, or transportation facilities;

Commented [MF1]: Does this include bike paths that do not allow cars? Trails?

Commented [MF2]: Can you please define public right of way? Is it a trail?

3. Transportation-related capital improvement projects, utility projects, and redevelopment activities, except as otherwise provided in this chapter.

B. Complete Streets requirements shall be incorporated into the planning, scoping, design, construction, reconstruction, retrofit, operation, and maintenance of transportation facilities and public rights-of-way;

C. All transportation projects shall include consideration of Complete Streets infrastructure during project scoping and design, except as provided in Section 12.60.050;

D. The City shall implement and administer this chapter through applicable City plans, development regulations, engineering standards, design manuals, permit review processes, capital improvement programming, and project approval procedures.

E. Compliance with this chapter shall be reviewed by the City Engineer or designee during applicable project review, permit review, frontage improvement review, and capital project development.

12.60.040 Severability Design Principles and Standards.

A. Public rights-of-way shall be planned, designed, constructed, reconstructed, operated, and maintained to support safe and accessible travel for pedestrians, bicyclists, transit users, and persons of all ages and abilities.

B. Complete Streets infrastructure shall be incorporated into transportation projects in a manner that:

1. Improves multimodal safety and accessibility;
2. Supports connectivity between neighborhoods, schools, parks, commercial areas, transit facilities, and other community destinations;
3. Complies with applicable ADA requirements and accessibility standards;
4. Supports adopted City transportation, land use, and safety plans; and
5. Balances the needs of all users while considering context, roadway function, environmental constraints, and public safety.

C. Complete Streets infrastructure shall be designed and constructed in accordance with applicable City engineering standards, specifications, policies, and design guidance, as adopted or amended by the City Engineer or designee.

12.60.050 Exceptions.

Commented [MF3]: Sections B and C are confusing. Complete Streets Requirements are incorporated in all phases of projects but Complete Streets infrastructure is considered during scoping and design, with exceptions?

Commented [MF3R2]: You could combine B. and C. and replace with: B. Complete Streets requirements shall be incorporated into the planning, scoping, design, construction, reconstruction, retrofit, operation, and maintenance of transportation facilities and public rights-of-way, except as provided in Section 12.60.050.

Commented [MF4]: Are persons of all ages and abilities consulted in the design process? Is there any provision for public involvement or is this in another chapter of the code?

A. Complete Streets infrastructure is not required where the City Engineer or designee determines, in writing, that one or more of the following conditions apply:

1. A documented absence of current and future need exists, as determined in accordance with subsection B of this section;
2. The project consists of routine maintenance or repair activities that do not change the roadway geometry, operations, or access;
3. The cost of providing Complete Streets infrastructure would be disproportionate to the total project cost or probable future use;
4. The inclusion of Complete Streets infrastructure would be contrary to public safety;
5. The provision of such facilities would result in significant adverse environmental impacts to critical areas, including but not limited to wetlands, streams, shorelines or steep slopes; or
6. The project is of a limited scope or location such that the inclusion of Complete Streets facilities would result in isolated or disconnected improvements that do not contribute to a functional network.

Commented [MF5]: For example, might an exception be building a pedestrian and ADA accessible pathway, although not allowing bicycles because of the safety, environmental constraints or additional costs?

B. Any determination of absence of current and future need shall be documented in writing, supported by documented analysis, approved by the City Engineer or designee, and may include consideration of the following:

1. Adopted City plans and policies;
2. Existing and projected land use and development patterns;
3. Current and projected traffic volumes, multimodal demand, and travel patterns;
Safety history, including crash data and documented safety concerns; and
4. Existing and planned transportation facilities within the project area.

Commented [MF6]: Please add shorelines, this is important!

12.60.060 Severability.

If any section, sentence, clause, or phrase of this chapter ~~should is~~ held invalid or unconstitutional by a court of competent jurisdiction, such ~~invalidity or unconstitutionality decision~~ shall not affect the validity ~~or constitutionality of any other section, sentence, clause, or phrase, the remaining portions~~ of this chapter.

Update to AMC Chapter 12.60 - Complete Streets

Logan Lee, Public Works Director

June 1, 2026



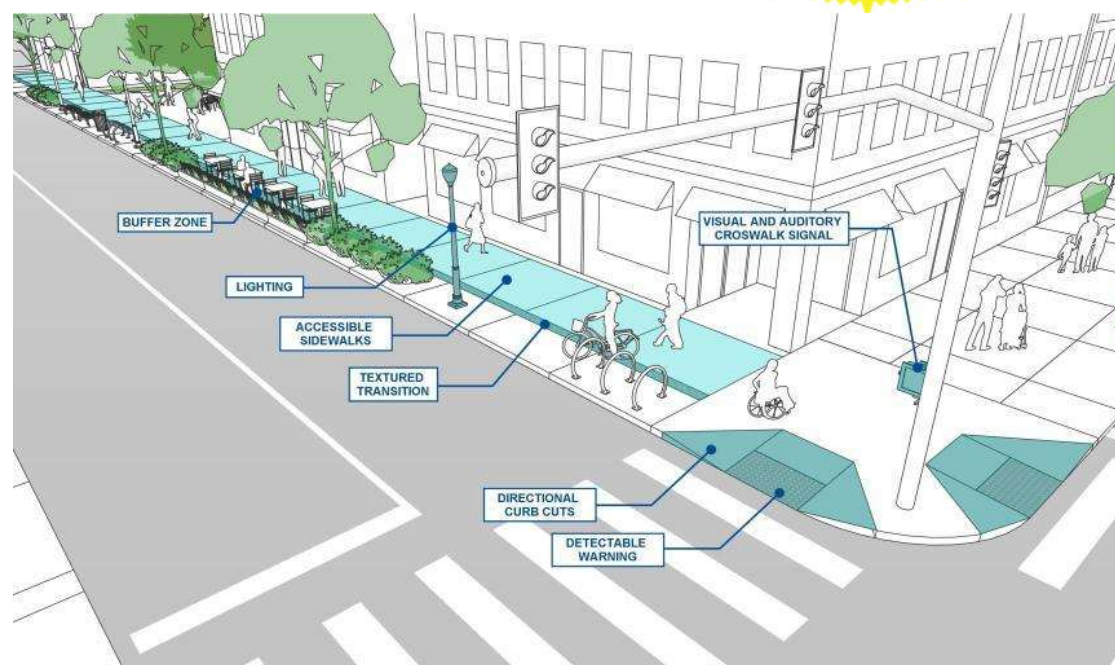


What Are Complete Streets?

Complete Streets are transportation facilities designed and operated to enable safe access and mobility for all users, including pedestrians, bicyclists, motorists, transit users, freight, emergency responders, and people of all ages and abilities.

Why They Matter:

- Improve safety for all roadway users
- Support ADA accessibility and mobility
- Encourage walking, biking, and transit use
- Create more connected and accessible communities
- Help guide future transportation planning and investment
- Support state and federal funding competitiveness





Why Update AMC Chapter 12.60?

- Ordinance has not been updated since 2012
- Revisions improve clarity, consistency, and applicability
- Better aligns with current transportation planning practices
- Incorporates updated ADA and safety considerations
- Supports future Transportation Improvement Board (TIB) grant eligibility and competitiveness
- Aligns with RCW 47.04.320



Key Updates

- Expanded and clarified Complete Streets definitions
- Added implementation guidance and applicability standards
- Established formal exception criteria and documentation requirements
- Added references to ADA accessibility and multimodal safety
- Clarified applicability to City and development projects
- Improved alignment with City engineering standards and long-range planning efforts



Public Comment

- Evergreen Islands
 - Add the definition for “Public Right-of-Way”.
 - Add “shared-use path” as a complete streets infrastructure example.
 - Combined sections B and C in 12.60.030 “Applicability and Implementation”.
 - Added “Shoreline” to under 12.060.050(A)(5) “Exceptions”.
- Staff recommends these changes be incorporated