



**Anacortes City Council**  
Municipal Building Council Chambers  
904 Sixth Street

**September 26, 2016**  
**6:00 p.m.**

**PRELIMINARY AGENDA**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
  - a. Planning Committee
4. **Public Comment**
5. **Consent Agenda (Action)**
  - a. Minutes of September 19, 2016
  - b. Approval of Claims in the amount of: \$369,104.68
  - c. Contract Award: Integrated Library System
  - d. Contract Award: Treatment Plant Chemicals
  - e. Contract Award: Design Ship Harbor & SR20 Intersection (Edwards Way)
6. **Public Hearings**
  - a. \* Ordinance 2988: Amendments to AMC Title 2, Title 9, Title 18, and Creating a New Title 20 to Provide for a Fair and Efficient System of Civil Code Enforcement (Discussion/Possible Action)
7. **Other Business**
  - a. Finance Update (Discussion)
  - b. Ordinance 2990: Amending 2016 Budget (Discussion/Possible Action)
  - c. \* Interlocal Agreement with Skagit County: Economic Development Public Facility Project Funding for City of Anacortes Fiber Optic Network (Discussion/Possible Action)
8. **Adjournment**

*Per Resolution 1949, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (\*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

The City of Anacortes encourages people with disabilities to participate in public meetings.  
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.



## Anacortes City Council

### Proposed Agenda Items for the Next Eight Weeks Beginning October 3, 2016

*Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.*

#### October 3, 2016

- Scope of Work for Zoning & Development Regulations Updates (Discussion)

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#### October 10, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget

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#### October 17, 2016

- Council Review of 2017/2018 Budget

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#### October 24, 2016

- Public Hearing: Ordinance \_\_\_\_: 2017/2018 Budget

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#### November 7, 2016

- Resolution \_\_\_\_: Authorizing 1% Property Tax Increase (Action)
- Ordinance \_\_\_\_: Adopting the 2017/2018 Budget (Discussion/Possible Action)

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#### November 14, 2016

- UW Health Impact Assessment (HIA) presentation of Anacortes South Commercial Avenue Corridor Plan by UW Graduate Students

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#### November 21, 2016

*Special Meeting: Site visit at 4:00 PM re: SDP-2016-1003. Meet at eastern terminus of Skyline Way.*

- Closed-record Public Hearing: Mousel 2-story Building; 1st Floor Restroom serving the Marina; 2nd Floor Apartment; SSDP, & Land Use CUP (SDP-2016-1003)

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#### November 28, 2016

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#### Upcoming City Council Committee Meetings

*The public is welcome to attend City Council Committee Meetings.*

- Planning, Monday, Sep 26, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Sep 28, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Oct 3, 2016, 5:00 PM, Public Works Director's Office
- Housing Affordability & Community Services, Thursday, Oct 6, 2016, 1:30 PM, City Hall
- Planning, Monday, Oct 10, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Oct 12, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Oct 17, 2016, 5:00 PM, Public Works Director's Office

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## ANACORTES EXECUTIVE DEPARTMENT

P.O. BOX 547, ANACORTES, WA 98221-0547  
LAURIE GERE, MAYOR

PH (360) 299-1950  
FAX (360) 293-1938

E-MAIL: [laurieg@cityofanacortes.org](mailto:laurieg@cityofanacortes.org)

September 26, 2016

City of Burlington  
The Honorable Mayor Steve Sexton  
833 South Spruce  
Burlington, WA 98233

Dear Mayor Sexton, City Councilmembers, City Staff, and Burlington Residents:

We are writing to express our sympathies and to offer our support following the tragic events in your city last Friday night. Our thoughts and prayers are with you all, the victims, and their families.

Small towns like yours and ours are not immune from horrific violence; we are not immune from the onslaught of national press, the fatigue of our first responders, or lingering questions of why this happened in our town.

Small towns like yours and ours don't often ask for help, but when it is needed, our neighbors are there for us. That was so apparent on Friday night. We want to let you know that we will continue to make our city resources available if your need them. After the press is gone, the public memorials are over, and business has resumed, we will be here for you. That is what small town neighbors do. We are here for each other.

Together, we will not let tragedy define our communities. We will not let senseless acts of violence become the new normal in our small towns. We are better than that. We are Skagit strong.

In sympathy and support,

CITY OF ANACORTES

Mayor Laurie Gere

Councilmember Ryan Walters

Councilmember Brad Adams

Councilmember Erica Pickett

Councilmember Matt Miller

Councilmember Eric Johnson

Councilmember John Archibald

## **City Council Minutes – September 19, 2016**

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Mayor Laurie Gere called to order the regular Anacortes City Council meeting of September 19, 2016 at 6:00 p.m. Councilmembers Eric Johnson, Ryan Walters, Erica Pickett, Brad Adams, Liz Lovelett, John Archibald and Matt Miller were present. The assembly joined in the Pledge of Allegiance.

### **Announcements and Committee Reports**

Oath of Office for Police Officer Danielle Trevino: Police Chief Bonnie Bowers introduced new Anacortes Police Officer Danielle Trevino and summarized her background and qualifications. Mayor Gere administered the oath of office to Officer Trevino.

Public Safety Committee: Mr. Adams reported from the committee meeting the prior week. He elaborated on topics discussed including the Little Cranberry Lake fire, exploring ways to reduce fire risk surrounding the ACFL and the fire volunteer program. Ms. Lovelett added that the committee also looked at the proposed smoking fine ordinance and discussed enforcement challenges. Mr. Miller reminded that the Police Department was conducting a pedestrian safety emphasis in September and October.

Mr. Miller reported from the Law and Justice Committee meeting the prior week and said the new Skagit County jail project was on schedule and on budget.

Finance Committee: Mr. Johnson reported from the committee meeting the prior Wednesday. He updated Council on the topics discussed including NoaNet financing, Creekside irrigation water rates, the road overlay fund in the 2017/2018 budget, electronic content management, the City prosecutor position and billing methodology for that position, and replenishing the equipment rental and replacement fund.

Parks & Recreation Committee: Mr. Adams reported that the committee had held a special meeting the prior week which would be discussed later in the agenda.

Public Works Committee: Ms. Lovelett reported from the committee meeting earlier in the evening. She listed topics discussed including retrofitting some fleet vehicles to propane, storm utility rates and detention pond maintenance, LED light fixture retrofitting projects, status of the 3MG water reservoir project, status of the WWTP outfall repair, and implementation of the asset management program.

Mr. Johnson reported that the Commercial Avenue sewer replacement project would be undertaken one block at a time during evening hours immediately after Oyster Run weekend.

Mr. Walters announced that he would be hosting a Ward 1 community meeting regarding land use on Thursday, September 29, 2016 at 6:30 p.m. at the Senior Center.

### **Public Comment**

No one present wished to address Council on any topic not already on the agenda.

### **Consent Agenda**

Mr. Walters removed Item 5c, Contract Award: Install/Implement Voice-Over-Internet Protocol (VOIP) Communications System, from the Consent Agenda. Mr. Johnson moved, seconded by Mr. Adams, to approve the following Consent Agenda items. The motion passed unanimously by voice vote.

- a. Minutes of September 12, 2016
- b. Approval of Claims in the amount of: \$700,311.82

The following vouchers/checks were approved for payment:  
Voucher (check) numbers: 82007 through 82085, total \$565,683.44  
EFT numbers: 207471 through 208150, total \$126,227.62



c. Contract Award: Install/Implement Voice-Over-Internet Protocol (VOIP) Communications System

Mr. Walters asked about the change in pricing from earlier estimates. Finance Director Steve Hoglund updated Council on the systems and vendors evaluated and the ShoreTel system proposed which would be purchased on the state contract. He confirmed that the system would provide the caller ID feature required by the police department and said that given the anticipated \$4,000-\$5,000/month savings in telephone bills the system would pay for itself in three years. He added that a budget amendment would be required as the system had been removed from the 2016 budget pending firm pricing quotes. Mr. Walters moved, seconded by Mr. Johnson, to approve the contract with All Phase Communications to install and implement a new VOIP Telecommunications System at the City in the amount of \$127,111.01. The motion passed unanimously by voice vote.

**UNFINISHED BUSINESS**

**Contract for South Commercial Murals, South Commercial Improvements**

Planning Director Don Measamer reported that since the last regular City Council meeting at which this topic was discussed, the Parks and Recreation Committee had met along with a member of the Arts Commission to consider the proposed contract. Mr. Measamer observed that if Council wished to formally establish Arts Commission involvement in the project, Item 2 of Exhibit A to the proposed contract could be amended to require coordination with the Arts Commission. He added that doing so might require additional time on the part of the Arts Festival. Mr. Johnson, a board member of the Anacortes Parks Foundation, reported that at its last meeting the Foundation had voted to grant \$21,000 towards construction of the proposed pocket park on Commercial Avenue near 22<sup>nd</sup> Street. He added that the Foundation would like the Parks Committee to further study the funding requirements to complete the park. Mayor Gere asked if the Parks Foundation grant would allow both the pocket park and the art contract with the Arts Festival to be completed using the remainder of the \$75K budgeted in 2016 for south Commercial Avenue economic development. Mr. Measamer said that the available funding would come very close to what would be required. Mr. Adams reported from the Parks and Recreation Committee meeting the prior week that Arts Commissioner Lanny Bergner indicated that the Commission was excited to partner in the art project. Several councilmembers discussed the role the Arts Commission had played in establishing art displays along the Commercial Avenue corridor. Several Councilmembers also expressed support for moving ahead with construction of the long planned pocket park. Council discussed how the Arts Commission might best be involved with the proposed contract.

Mr. Johnson suggested moving to approve the contract with the Arts Festival "in collaboration with the Arts Commission." Mr. Miller suggested that could be covered by Paragraph 1b of the proposed contract as written. Mr. Walters suggested approving the contract as drafted with the understanding that the mayor's office would consult with the Arts Commission on final selection of the art. Meredith McIlmoyle, Director of the Anacortes Arts Festival, described the close ties and ongoing collaboration between the Arts Festival and the Arts Commission but observed that involving the full 12-member Commission with multiple steps of art selection would protract the process and likely require more time on the part of Festival staff. Parks and Recreation Director Gary Robinson suggested that representatives from the Arts Commission might help select the art to be displayed and then the full Commission might approve those selections.

**Mr. Johnson moved, seconded by Mr. Miller, to approve the contract with the Anacortes Arts Festival for the amount of \$30,000. Mr. Adams moved, seconded by Mr. Johnson, to amend the motion to recognize the involvement of the Arts Commission in the final approval of the art. Ms. Swetnam requested more specificity in the motion to allow staff to re-draft the contract in accordance with Council's intent. Mr. Adams said he would like a couple members of the Arts Commission involved in the selection process as equal partners. Mr. Walters suggested that alternatively Council could authorize the mayor to sign the contract substantially as drafted but with some provision, to be worked out with the contractor, for involving the Arts Commission. Mayor Gere restated the amended motion to include re-drafting the contract to call for two Arts Commission members be part of the selection process and for final approval by the full Arts Commission. Vote: Ayes – Walters, Pickett, Adams, Lovelett, Archibald, Miller and Johnson. Motion carried.**

### **Interlocal Agreement: NoaNet**

Public Works Director Fred Buckenmeyer recapped his presentation on this topic from the September 12, 2016 regular City Council meeting. He asked Mr. Hoglund to address the financing aspects of the project. Mr. Hoglund presented a spreadsheet summarizing the funding sources. It was added to the packet materials for the evening. Ms. Pickett questioned the \$3.15M estimated price tag for needed telemetry upgrades that could be provided much more economically by other means. She asked how much the pipe replacement project funded by the recently adopted rate structure would be delayed or curtailed if capital was diverted towards the fiber project. Mr. Buckenmeyer explained why the current radio-based telemetry system needed to be replaced and why cell phone technology was not dependable enough during emergencies to serve as the primary telemetry system. He said the water pipeline replacement project was projected to cost \$35M over twenty years and that the fiber project would require only \$.5M of that funding from Water Fund 401.

Councilmembers discussed a range of options to replace the current telemetry, what telemetry technology was used by other jurisdictions, the potential for a fiber telemetry system to eventually serve as the backbone for a municipal fiber network, whether the fiber installed would further economic development, and whether other regional fiber providers might lease space on an Anacortes backbone.

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

Brett Fontes, 17601 Shalyce Place, Mount Vernon, Director/General Manager of Comcast Cable for the Bellingham region, described Comcast's existing fiber and coaxial cable network in Anacortes including a fiber backbone along SR20 spur to the Washington State Ferry Terminal and along Marine Drive. He said Comcast also had fiber connectivity to Whidbey Island. Mr. Fontes advised Mayor Gere and Council that Comcast may have an alternative solution for the city's telemetry needs. He responded to councilmember questions and agreed with councilmembers that fiber to the home will be the future technology of choice and that fiber was also the preferred telemetry method.

Mr. Adams encouraged a master plan for an eventual fiber to the home network as part of the fiber project.

Mr. Walters moved, seconded by Mr. Archibald, to approve the interlocal agreement with NoaNet with the specification of a total not-to-exceed amount of \$175,000. Vote: Ayes – Adams, Lovelett, Archibald, Miller, Johnson and Walters. Nays - Pickett. Motion carried.

There being no further business, at approximately 7:50 p.m. the Anacortes City Council meeting of September 19, 2016 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 September 26, 2016 City Council meeting:**  
[Download this file in OpenDocument spreadsheet format.](#)

| Invoice Doc # | Transaction Date | Invoice #      | Vendor # | Vendor Full Name               | Description                                          | Total Amount |
|---------------|------------------|----------------|----------|--------------------------------|------------------------------------------------------|--------------|
| 208280        | 7/1/2016         | 23974          | 00715    | DAHL ELECTRIC INC              | ADD A RECEPTACLE ON A GENERATOR AT THE WTP           | \$3,482.85   |
| 206370        | 7/18/2016        | 6276           | 06498    | COASTAL WEAR PRODUCTS          | PART FOR VEH #303                                    | \$444.85     |
| 206441        | 7/26/2016        | Quote 10289    | 06119    | GRANITE PRECASTING & CONCRETE  | 2 MAN HOLES M AVE SS PROJECT                         | \$7,000.42   |
| 208282        | 7/28/2016        | 45366          | 00244    | ASSN OF WASHINGTON CITIES      | WAPELRA FALL CONFERENCE REGISTRATION FOR EMILY SCHUH | \$220.00     |
| 208290        | 8/6/2016         | 000099E018326  | 02817    | UNITED PARCEL SERVICE          | SHIPPING CHARGE TO CHEMTRAC                          | \$11.07      |
| 208233        | 8/8/2016         | 20016 2017 map | 02769    | TOWN GRAPHICS                  | ANACORTES DISCOVERY MAP 2016-2017                    | \$450.00     |
| 208264        | 8/8/2016         | 16-28          | 10240    | FORCIBLE ENTRY                 | MRS LIFE VESTS                                       | \$889.70     |
| 208169        | 8/16/2016        | I0467373       | 00254    | ATCO INTERNATIONAL             | FLOOR CLEANER                                        | \$67.00      |
| 207105        | 8/16/2016        | 26547          | 07996    | REICHHARDT & EBE ENGINEERING   | S MARCH PT SHOULDER WIDENING                         | \$5,761.81   |
| 207487        | 8/23/2016        | 19954465       | 02896    | VISA                           | STOOLS FOR PARKLETTE                                 | \$310.02     |
| 207775        | 8/23/2016        | 794662         | 07456    | CABLEORGANIZER.COM, INC - USA  | Media plugin for conference table                    | \$401.10     |
| 208159        | 8/24/2016        | I-SG-8123      | 09036    | IMAGE 360                      | GRAPHICS FOR VEH #207A                               | \$1,102.32   |
| 208239        | 8/25/2016        | 38986 amend    | 07863    | HERRERA ENVIRONMENTAL          | AMT. NOT PAID ON PREVIOUS INVOICE WITH               | \$38.93      |
| 207382        | 8/26/2016        | 618467067      | 04308    | COSTCO                         | 15 PK. 60" ROUND TABLES FOR DEPOT                    | \$2,061.49   |
| 208143        | 8/30/2016        | 5947769        | 00755    | DEMCO                          | PROCESSING SUPPLIES                                  | \$151.78     |
| 207603        | 8/30/2016        | 544881476      | 02896    | VISA                           | PUB DEF CLE CRIM CONV AND CANADA                     | \$50.00      |
| 208361        | 8/30/2016        | Reimbursement  | 07776    | VOGEL, JEFFREY                 | TRAVEL BY FERRY                                      | \$13.25      |
| 208362        | 8/31/2016        | 194097KI       | 00637    | SAGE PUBLICATIONS INC          | WASHINGTON INFORMATION DIRECTORY                     | \$245.39     |
| 208284        | 8/31/2016        | 010976         | 00930    | SKIDMORE PHARMACY INC.         | AUGUST, LEOFF1 PHARMACY COPAYS                       | \$274.08     |
| 208278        | 8/31/2016        | AFD 16         | 01364    | ISLAND HOSPITAL                | AUGUST AMBULANCE SUPPLIES & O2                       | \$1,794.75   |
| 208142        | 8/31/2016        | 0000484097     | 01958    | OCLC, INC                      | CATALOGING, ILL & WORLDCAT DISCOVERY                 | \$334.47     |
| 208232        | 8/31/2016        | 0173           | 02468    | SKAGIT COUNTY SOLID WASTE FUND | AUGUST TONNAGE HAULED                                | \$85,199.26  |
| 207834        | 8/31/2016        | 85610000158139 | 02896    | VISA                           | CITY HALL ITEMS                                      | \$61.47      |
| 208357        | 8/31/2016        | 16-1085        | 04253    | LIFE TEK INC                   | FIRST AID/CPR CLASS FOR KERI KNAPP                   | \$240.00     |
| 208218        | 8/31/2016        | 114-4415116    | 04834    | UNITED SITE SERVICES           | 2 UNITS AT CRANBERRY LAKE - AUG.                     | \$180.64     |
| 208161        | 8/31/2016        | 110077         | 10177    | INFOSEND                       | AUGUST UTILITY BILLS PRINT/MAIL                      | \$4,041.75   |
| 208300        | 8/31/2016        | MHD-109        | 10335    | DPE SYSTEMS, INC.              | HP SWITCH UPGRADE FOR VOIP                           | \$1,559.69   |
| 208244        | 9/1/2016         | 0680901-001    | 00306    | BAYSHORE OFFICE PRODUCTS       | OPERATING SUPPLIES - WTP                             | \$283.17     |
| 208145        | 9/1/2016         | 5044254700     | 01351    | RICOH USA, INC                 | COPIER ADDITIONAL IMAGES                             | \$130.39     |

| Invoice Doc # | Transaction Date | Invoice #              | Vendor # | Vendor Full Name               | Description                                 | Total Amount |
|---------------|------------------|------------------------|----------|--------------------------------|---------------------------------------------|--------------|
| 208326        | 9/1/2016         | 677255                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | FIRE ALARM MONITORING 10/1/16-12/31/16      | \$96.00      |
| 208285        | 9/1/2016         | 677247                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | 4TH QTR ALARM MONITORING 29-1               | \$165.00     |
| 208261        | 9/1/2016         | 677249                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | SECURITY - WT PRESTON                       | \$165.00     |
| 208222        | 9/1/2016         | 677250                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | ALARM MONITORING; PUBLIC SAFETY BLDG        | \$165.00     |
| 208259        | 9/1/2016         | 677251                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | SECURITY - MHC                              | \$165.00     |
| 208168        | 9/1/2016         | 677252                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | FIDALGO CENTER FIRE ALARM MONITORING        | \$165.00     |
| 208360        | 9/1/2016         | 677253                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | ALARM MONITORING                            | \$165.00     |
| 208263        | 9/1/2016         | 677254                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | SECURITY - CARNEGIE                         | \$165.00     |
| 208167        | 9/1/2016         | 677551                 | 05284    | GUARDIAN SECURITY SYSTEMS INC  | CITY HALL FIRE ALARM MONITORING             | \$165.00     |
| 208148        | 9/1/2016         | 29848                  | 05535    | PROSCAPES INC                  | CITY HALL PARKING LOT MAINTENANCE           | \$200.73     |
| 208281        | 9/1/2016         | 92979212               | 08425    | SMOKEY POINT CONCRETE INC      | 5.5 SK CONCRETE FOR SIDEWALK                | \$898.38     |
| 207847        | 9/2/2016         | 20025622               | 02081    | WSU URBAN IPM & PEST SFTY ED   | RECERTIFICATION CLASSES - MILL              | \$120.00     |
| 208363        | 9/6/2016         | 94699375               | 01318    | INGRAM LIBRARY SERVICES        | BOOKS - ADULT                               | \$790.18     |
| 207837        | 9/6/2016         | INV-B058316            | 04897    | CORAL SALES CO                 | 12" FLASHING AMBER SCHOOL ZONE BEACONS      | \$504.53     |
| 208181        | 9/6/2016         | 0103055                | 06543    | PACIFIC TIRE                   | SERVICE ON VEH #510                         | \$34.72      |
| 208183        | 9/6/2016         | 0103054                | 06543    | PACIFIC TIRE                   | TIRES FOR STOCK & #403                      | \$448.37     |
| 208368        | 9/7/2016         | 75396939               | 02243    | RECORDED BOOKS LLC             | NON-PRINT CD                                | \$7.54       |
| 208331        | 9/7/2016         | 0188-475374            | 03816    | CONSOLIDATED ELECTRICAL DIST   | 750 TAN WIRE NUTS                           | \$84.14      |
| 208310        | 9/7/2016         | 71410577               | 06981    | EMERALD RECYCLING SVCS INC     | SUPPLIES FOR SHOP                           | \$129.75     |
| 208146        | 9/7/2016         | 13994                  | 09617    | FRONTLINE CLEANING SERVICES    | CUSTODIAL SERVICE                           | \$2,505.00   |
| 208255        | 9/8/2016         | 244296                 | 01023    | FRONTIER BUILDING SUPPLY       | REPAIRS - W.T. PRESTON                      | \$8.79       |
| 208004        | 9/8/2016         | 5403640176             | 02807    | UNITED STATES POSTMASTER       | STAMPS FOR OPERATIONS DEPT                  | \$47.00      |
| 208273        | 9/8/2016         | 1988775510             | 06718    | ARAMARK                        | NYLON MATS CLEANED                          | \$16.28      |
| 208262        | 9/8/2016         | 99013485432015         | 06831    | HARTFORD FIRE INSURANCE CO     | FLOOD INSURANCE - WTP POWER SUBSTATION BLDG | \$7,015.00   |
| 208224        | 9/9/2016         | 160713                 | 04831    | T-SHIRTS BY DESIGN             | SOCCER JERSIES                              | \$27.13      |
| 208163        | 9/9/2016         | S6-1232879             | 05774    | SEATTLE AUTOMOTIVE             | PRODUCT FOR SHOP                            | \$139.05     |
| 208269        | 9/9/2016         | C16048058              | 10334    | OLPIN, BRIAN C.                | REFUND AMBULANCE OVERPAYMENT                | \$421.68     |
| 208354        | 9/10/2016        | 09-10-2016             | 01493    | KIWANIS NOON CLUB OF ANACORTES | MEMBERSHIP - ANACORTES NOON KIWANIS CLUB    | \$123.00     |
| 208289        | 9/10/2016        | 000099E018376          | 02817    | UNITED PARCEL SERVICE          | SHIPPING CHARGE TO ROSEMOUNT ANALYTICAL     | \$11.24      |
| 208230        | 9/11/2016        | 8498 30 017<br>0464628 | 04412    | COMCAST                        | INTERNET SERVICE - WA PARK                  | \$96.12      |



| Invoice Doc # | Transaction Date | Invoice #     | Vendor # | Vendor Full Name              | Description                                           | Total Amount |
|---------------|------------------|---------------|----------|-------------------------------|-------------------------------------------------------|--------------|
| 208165        | 9/11/2016        | 114-4422809   | 04834    | UNITED SITE SERVICES          | TENNIS COURTS - FINAL BILL - 9/1-9/12/16              | \$37.94      |
| 208221        | 9/11/2016        | 114-4422895   | 04834    | UNITED SITE SERVICES          | 2 UNITS - FINAL BILL- CRANBERRY LAKE                  | \$81.29      |
| 208164        | 9/11/2016        | 114-4422837   | 04834    | UNITED SITE SERVICES          | DEPOT RESTROOMS - FINAL BILL 9/1-19/2016              | \$128.70     |
| 208367        | 9/12/2016        | 94802685      | 01318    | INGRAM LIBRARY SERVICES       | BOOKS - JUVENILE                                      | \$39.10      |
| 208364        | 9/12/2016        | 94802686      | 01318    | INGRAM LIBRARY SERVICES       | BOOKS - ADULT                                         | \$56.08      |
| 208366        | 9/12/2016        | 94802684      | 01318    | INGRAM LIBRARY SERVICES       | BOOKS - JUV                                           | \$288.24     |
| 208235        | 9/12/2016        | 24282         | 01398    | JET CITY EQUIPMENT RENTAL     | CAT DOZER RENTAL FOR OPERATIONS                       | \$2,235.10   |
| 208162        | 9/12/2016        | MV146540      | 01801    | MOTOR TRUCKS INC              | MUDFLAP FOR VEH #605                                  | \$29.92      |
| 208236        | 9/12/2016        | 91851         | 01939    | NORTHSTAR CHEMICAL            | SODIUM BISULFITE - 38%                                | \$1,155.31   |
| 208258        | 9/12/2016        | 3000000004923 | 02192    | PUGET SOUND ENERGY            | ALL STATIONS: 8/4 - 9/7                               | \$767.03     |
| 208311        | 9/12/2016        | 300000003909  | 02192    | PUGET SOUND ENERGY            | ENERGY BILL FOR WWTP                                  | \$13,994.46  |
| 208312        | 9/12/2016        | 6463546       | 09526    | MOTION & FLOW CONTROL         | MISSING FREIGHT FEE FROM INVOICE #6462288             | \$21.90      |
| 208288        | 9/13/2016        | 0681383-001   | 00306    | BAYSHORE OFFICE PRODUCTS      | FOAM CORE, POSTER FOR HEALTH & BENEFIT EXPO, WELLNESS | \$19.30      |
| 208365        | 9/13/2016        | 94829750      | 01318    | INGRAM LIBRARY SERVICES       | BOOKS - ADULT                                         | \$794.83     |
| 208141        | 9/13/2016        | Prepay        | 01963    | OFFICE OF THE CODE REVISER    | BOOKS - ADULT                                         | \$249.55     |
| 208160        | 9/13/2016        | 679472945     | 01997    | ORIENTAL TRADING CO INC       | SUPPLIES FOR MESSY ME, BWS, WONDERLAND                | \$210.30     |
| 208342        | 9/13/2016        | CD99001500    | 02063    | PCE PACIFIC INC               | THERMO FISHER CALIBRATOR                              | \$1,804.51   |
| 208238        | 9/13/2016        | 2476482       | 02342    | SAFEWAY INC                   | ICE FOR THE LAB                                       | \$95.51      |
| 208149        | 9/13/2016        | A1151521      | 02405    | SEBO'S DO-IT CENTER           | REPLACEMENT HOSE ENDS FOR PARKS                       | \$7.95       |
| 208256        | 9/13/2016        | B344805       | 02405    | SEBO'S DO-IT CENTER           | MAINTENANCE SUPPLIES - WTP                            | \$51.38      |
| 208106        | 9/13/2016        | 3090649664    | 04296    | LEXISNEXIS                    | ON-LINE LEGAL RESEARCH FOR AUG. 2016                  | \$270.18     |
| 208152        | 9/13/2016        | 620283528     | 04308    | COSTCO                        | 2 - 4 PACKS OF 6 FT. TABLES FOR DEPOT                 | \$1,084.98   |
| 208182        | 9/13/2016        | 0103263       | 06543    | PACIFIC TIRE                  | TIRES FOR SHOP STOCK                                  | \$467.21     |
| 208296        | 9/13/2016        | 1988783961    | 06718    | ARAMARK                       | WTP LAUNDRY SERVICE                                   | \$41.95      |
| 208171        | 9/13/2016        | 002089        | 08501    | COASTAL FARM & RANCH          | STEEL TOE RUBBER WORK BOOTS FOR JOE                   | \$130.19     |
| 208330        | 9/13/2016        | 727479        | 10294    | PACIFIC LAMP & SUPPLY COMPANY | 2 LAMP BALLAST                                        | \$76.71      |
| 208279        | 9/14/2016        | 052-0010-00   | 00147    | ANACORTES, CITY OF            | WATER, SEWER, GARBAGE FOR OPERATIONS /                | \$903.94     |
| 208272        | 9/14/2016        | 16A07106      | 00180    | ANACORTES TOWING LLC          | TOWING; APD CASE 16-A07106                            | \$162.75     |
| 208178        | 9/14/2016        | 0681472-001   | 00306    | BAYSHORE OFFICE PRODUCTS      | PENS & CORRECTION TAPE                                | \$34.88      |
| 208179        | 9/14/2016        | 0681490-001   | 00306    | BAYSHORE OFFICE PRODUCTS      | MISC DESK PARTS                                       | \$43.40      |
| 208170        | 9/14/2016        | order         | 00932    | FERGUSON ENTERPRISES, INC     | REPLACEMENT BATTERY FOR ACCUMAG REMOTE                | \$270.71     |
| 208304        | 9/14/2016        | WAANA85565    | 00939    | FASTENAL CO                   | LAQUER THINNER, TAPE AND RESPIRATOR                   | \$81.40      |
| 208185        | 9/14/2016        | 245050        | 01023    | FRONTIER BUILDING SUPPLY      | 4X4 TREATED S4S LUMBER                                | \$215.61     |
| 208356        | 9/14/2016        | 158858        | 01253    | HOLLINGER METAL EDGE INC      | CURATORIAL SUPPLIES                                   | \$180.02     |
| 208180        | 9/14/2016        | 001-347956    | 02109    | PISTON SERVICE OF ANACORTES   | PARTS FOR VEH #13-911                                 | \$105.10     |
| 208175        | 9/14/2016        | B344913       | 02405    | SEBO'S DO-IT CENTER           | CIRCUIT BREAKER, LOCK BOX CONNECTOR                   | \$11.66      |
| 208166        | 9/14/2016        | A1151905      | 02405    | SEBO'S DO-IT CENTER           | PART FOR WATER DEPT                                   | \$20.76      |
| 208250        | 9/14/2016        | A1152026      | 02405    | SEBO'S DO-IT CENTER           | MAINTENANCE SUPPLIES - CARNEGIE                       | \$25.08      |
| 208327        | 9/14/2016        | 0780-7        | 02434    | SHERWIN WILLIAMS              | PAINT FOR BAS TRAIN MIXER                             | \$96.00      |

| Invoice Doc # | Transaction Date | Invoice #           | Vendor # | Vendor Full Name             | Description                                       | Total Amount |
|---------------|------------------|---------------------|----------|------------------------------|---------------------------------------------------|--------------|
| 208325        | 9/14/2016        | 138796              | 02476    | SKAGIT HYDRAULICS            | TRANSFER PUMP                                     | \$334.42     |
| 208216        | 9/14/2016        | 0188-475543         | 03816    | CONSOLIDATED ELECTRICAL DIST | LIGHTING FOR MDD                                  | \$137.11     |
| 208237        | 9/14/2016        | 16114521            | 05523    | PACIFIC POWER BATTERIES      | DIALER BATTERIES                                  | \$12.54      |
| 208291        | 9/14/2016        | 1988785677          | 06718    | ARAMARK                      | STA 3 MAT SERVICE: 9/14                           | \$21.70      |
| 208176        | 9/14/2016        | 85610196709         | 07231    | HOME DEPOT                   | LIGHTING FOR MDD-VOLUNTEER PARK                   | \$75.82      |
| 208287        | 9/14/2016        | 1284027             | 09961    | CARDINAL HEALTH 411, INC.    | PHARMACEUTICALS                                   | \$44.95      |
| 208292        | 9/15/2016        | Jeff Marrs          | 00137    | NW WA SUBSECTION PNWS-AWWA   | CLASS REGISTRATION FOR JEFF MARRS                 | \$95.00      |
| 208309        | 9/15/2016        | 190-1840-00         | 00147    | ANACORTES, CITY OF           | WWTP UTILITY BILLING                              | \$3,605.89   |
| 208355        | 9/15/2016        | 045-170564          | 00847    | TYLER TECHNOLOGIES INC       | EDEN TOP INSTALL TRAINING                         | \$300.00     |
| 201492        | 9/15/2016        | 0503155             | 00932    | FERGUSON ENTERPRISES, INC    | 13 YEAR PRORATED WARRANTY MXU UNITS -             | \$2,782.45   |
| 208286        | 9/15/2016        | 0178453             | 00950    | FIDALGO BAY COFFEE COMPANY   | 10 LBS. COFFEE: 9/15                              | \$94.10      |
| 208267        | 9/15/2016        | 09/15/2016          | 00955    | FIDALGO CLEANING             | CLEANING - MHC                                    | \$50.00      |
| 208266        | 9/15/2016        | 09/15/2016          | 00955    | FIDALGO CLEANING             | CLEANING - CARNEGIE                               | \$100.00     |
| 208220        | 9/15/2016        | 091516              | 00955    | FIDALGO CLEANING             | CLEANING & SUPPLIES; 9/16-9/30                    | \$576.00     |
| 208226        | 9/15/2016        | 245157              | 01023    | FRONTIER BUILDING SUPPLY     | DOUGLAS FIR FOR WASH. PARK                        | \$3.55       |
| 208225        | 9/15/2016        | 245156              | 01023    | FRONTIER BUILDING SUPPLY     | LEVEL, PENCIL SHARPENER                           | \$23.85      |
| 208323        | 9/15/2016        | 92075               | 01939    | NORTHSTAR CHEMICAL           | SODIUM HYDROXIDE                                  | \$4,690.90   |
| 207557        | 9/15/2016        | G055868             | 02027    | HD SUPPLY WATERWORKS LTD     | RESTOCK WATER PARTS FOR INVENTORY                 | \$4,639.53   |
| 208283        | 9/15/2016        | 412096              | 02050    | PARAMOUNT SUPPLY COMPANY     | RECALIBRATE & SET VACUUM PRESSURE SWITCH          | \$295.80     |
| 208306        | 9/15/2016        | 001-348040          | 02109    | PISTON SERVICE OF ANACORTES  | PART FOR VEH #512                                 | \$19.81      |
| 208251        | 9/15/2016        | A1152417            | 02405    | SEBO'S DO-IT CENTER          | MAINTENANCE SUPPLIES - CARNEGIE                   | \$7.23       |
| 208223        | 9/15/2016        | B344954             | 02405    | SEBO'S DO-IT CENTER          | ELECTRICAL TAPE - KNIFE - BLADES                  | \$9.84       |
| 208217        | 9/15/2016        | 1Z99E0180399601466  | 02817    | UNITED PARCEL SERVICE        | SAFETY VIDEO RETURN TO L&I                        | \$8.47       |
| 208215        | 9/15/2016        | playground insp.    | 02926    | WASH RECREATION & PARK ASSN  | COURSE AND MATERIALS-CERTIFIED                    | \$595.00     |
| 208219        | 9/15/2016        | REIMB               | 03414    | FLOYD, DAVID T               | UNIFORM BOOTS; SGT FLOYD                          | \$200.00     |
| 208335        | 9/15/2016        | 1925                | 04334    | BLUE SEAL INC                | SANDBLAST & COAT CLARIFIER                        | \$29,685.60  |
| 208234        | 9/15/2016        | 160708              | 04831    | T-SHIRTS BY DESIGN           | SOCCER T SHIRTS                                   | \$121.52     |
| 208276        | 9/15/2016        | SIHRMA Registration | 05754    | SKAGIT ISLAND HUMAN RESOURCE | ANNUAL SIHRMA WORKSHOP REGISTRATION, EMILY & LYNN | \$100.00     |
| 208294        | 9/15/2016        | 1988788576          | 06718    | ARAMARK                      | STA 3 MAT SERVICE: 9/15                           | \$16.28      |
| 208274        | 9/15/2016        | 1988788581          | 06718    | ARAMARK                      | NYLON MATS CLEANED                                | \$16.28      |
| 208295        | 9/15/2016        | 1988788577          | 06718    | ARAMARK                      | STA 1 MAT SERVICE: 9/15                           | \$21.70      |
| 208313        | 9/15/2016        | 1988788587          | 06718    | ARAMARK                      | NYLON MAT CLEANING FOR OPS/SHOP                   | \$23.07      |
| 208347        | 9/15/2016        | 1988788586          | 06718    | ARAMARK                      | LAUNDRY SVC FOR OPS & PARKS                       | \$73.41      |
| 208241        | 9/15/2016        | 38689               | 09061    | RED LION HOTEL YAKIMA CENTER | HOTEL STAY, PARRETT & MARTIN WA FIRE              | \$403.88     |
| 208333        | 9/15/2016        | 14035               | 09617    | FRONTLINE CLEANING SERVICES  | JANITORIAL SERVICE FOR SEPTEMBER - OPERATIONS     | \$336.00     |



| Invoice Doc # | Transaction Date | Invoice #    | Vendor # | Vendor Full Name            | Description                              | Total Amount |
|---------------|------------------|--------------|----------|-----------------------------|------------------------------------------|--------------|
| 208359        | 9/15/2016        | 14021        | 09617    | FRONTLINE CLEANING SERVICES | CUSTODIAL SERVICE                        | \$1,314.78   |
| 208186        | 9/15/2016        | Ref000208186 | 10304    | BLACKMORE, LYNN             | REFUND ON CLOSED ACCOUNT                 | \$87.04      |
| 208187        | 9/15/2016        | Ref000208187 | 10305    | WINROTH, LEROY              | REFUND ON CLOSED ACCOUNT                 | \$85.53      |
| 208188        | 9/15/2016        | Ref000208188 | 10306    | PINSON, VIVIAN              | REFUND ON CLOSED ACCOUNT                 | \$72.89      |
| 208189        | 9/15/2016        | Ref000208189 | 10307    | KOLLER, EARL & GAIL         | REFUND ON CLOSED ACCOUNT                 | \$85.21      |
| 208190        | 9/15/2016        | Ref000208190 | 10308    | RHOADES, RON                | REFUND ON CLOSED ACCOUNT                 | \$85.49      |
| 208191        | 9/15/2016        | Ref000208191 | 10309    | BARTH, JADE                 | REFUND ON CLOSED ACCOUNT                 | \$13.90      |
| 208192        | 9/15/2016        | Ref000208192 | 10310    | O'HAGAN, STACY & TIMOTHY    | REFUND ON CLOSED ACCOUNT                 | \$194.79     |
| 208193        | 9/15/2016        | Ref000208193 | 10311    | KAMP, JON CLAUDE & SARA     | REFUND ON CLOSED ACCOUNT                 | \$104.26     |
| 208194        | 9/15/2016        | Ref000208194 | 10312    | THAYER, CHRIS & CURT        | REFUND ON CLOSED ACCOUNT                 | \$83.01      |
| 208195        | 9/15/2016        | Ref000208195 | 10313    | NAPOLI, JOSEPH & CHERYL     | REFUND ON CLOSED ACCOUNT                 | \$92.95      |
| 208196        | 9/15/2016        | Ref000208196 | 10314    | LARSON, KATHERINE           | REFUND ON CLOSED ACCOUNT                 | \$80.89      |
| 208198        | 9/15/2016        | Ref000208198 | 10315    | BUSH, CHARLES & ROSEANNE    | REFUND ON CLOSED ACCOUNT                 | \$6.32       |
| 208197        | 9/15/2016        | Ref000208197 | 10315    | BUSH, CHARLES & ROSEANNE    | REFUND ON CLOSED ACCOUNT                 | \$107.51     |
| 208199        | 9/15/2016        | Ref000208199 | 10316    | HURTADO, SHANNON            | REFUND ON CLOSED ACCOUNT                 | \$90.59      |
| 208200        | 9/15/2016        | Ref000208200 | 10317    | LLOYD, CALVIN & JANICE      | REFUND ON CLOSED ACCOUNT                 | \$75.53      |
| 208201        | 9/15/2016        | Ref000208201 | 10318    | MILLER, CAROL & DONALD      | REFUND ON CLOSED ACCOUNT                 | \$109.95     |
| 208202        | 9/15/2016        | Ref000208202 | 10319    | GUITERREZ, FRANCIS & LISA   | REFUND ON CLOSED ACCOUNT                 | \$131.60     |
| 208203        | 9/15/2016        | Ref000208203 | 10320    | WEBSTER, AMYE & BRIAN       | REFUND ON CLOSED ACCOUNT                 | \$126.29     |
| 208204        | 9/15/2016        | Ref000208204 | 10321    | CHANDLER, ROBERT            | REFUND ON CLOSED ACCOUNT                 | \$211.11     |
| 208205        | 9/15/2016        | Ref000208205 | 10322    | LEHMANN, LEWIS & MARY       | REFUND ON CLOSED ACCOUNT                 | \$6.27       |
| 208206        | 9/15/2016        | Ref000208206 | 10323    | JENNINGS, BEN & LINDA       | REFUND ON CLOSED ACCOUNT                 | \$94.25      |
| 208207        | 9/15/2016        | Ref000208207 | 10324    | BLANQUIES, JANET & RENE     | REFUND ON CLOSED ACCOUNT                 | \$54.48      |
| 208208        | 9/15/2016        | Ref000208208 | 10325    | GP ANACORTES LLC            | REFUND ON CLOSED ACCOUNT                 | \$30.39      |
| 208209        | 9/15/2016        | Ref000208209 | 10326    | DIFONZO, KENNETH            | REFUND ON CLOSED ACCOUNT                 | \$86.85      |
| 208210        | 9/15/2016        | Ref000208210 | 10327    | RICHARDS, EYRAN & KIMBERLY  | REFUND ON CLOSED ACCOUNT                 | \$27.88      |
| 208211        | 9/15/2016        | Ref000208211 | 10328    | GP ANACORTES LLC            | REFUND ON CLOSED ACCOUNT                 | \$105.54     |
| 208212        | 9/15/2016        | Ref000208212 | 10329    | DOUCETTE, ED & NICOLE       | REFUND ON CLOSED ACCOUNT                 | \$136.62     |
| 208213        | 9/15/2016        | Ref000208213 | 10330    | LANDED GENTRY               | REFUND ON CLOSED ACCOUNT                 | \$46.86      |
| 208214        | 9/15/2016        | Ref000208214 | 10331    | RUSTAD CONSTRUCTION         | REFUND ON CLOSED ACCOUNT                 | \$21.35      |
| 208231        | 9/15/2016        | Ref000208231 | 10332    | CROWN FC 14 LLC             | REFUND ON CLOSED ACCOUNT                 | \$138.35     |
| 208299        | 9/16/2016        | 89921/1      | 00021    | ACE HARDWARE                | CM FILTER                                | \$19.52      |
| 208084        | 9/16/2016        | TM-162035    | 00095    | ALPINE PRODUCTS INC         | THERMOPLASTIC FOR STREET DEPT            | \$2,467.04   |
| 208252        | 9/16/2016        | 245359       | 01023    | FRONTIER BUILDING SUPPLY    | REPAIR SUPPLIES - W.T. PRESTON           | \$17.34      |
| 208307        | 9/16/2016        | MV146896     | 01801    | MOTOR TRUCKS INC            | TOOL BOX FOR VEH #610                    | \$440.08     |
| 208275        | 9/16/2016        | REBIMB PC    | 02086    | PETTY CASH FUND             | REIMBURSE PETTY CASH FUND                | \$18.20      |
| 208302        | 9/16/2016        | 001-348157   | 02109    | PISTON SERVICE OF ANACORTES | PARTS FOR VEH #046                       | \$108.78     |
| 208303        | 9/16/2016        | 001-348107   | 02109    | PISTON SERVICE OF ANACORTES | FILTERS FOR SHOP STOCK                   | \$235.47     |
| 208358        | 9/16/2016        | A1152924     | 02405    | SEBO'S DO-IT CENTER         | WTP MAINTENANCE SUPPLIES                 | \$12.00      |
| 208270        | 9/16/2016        | Quote        | 05643    | JSF TECHNOLOGIES            | ANACORTES SCHOOL ZONE BEACONS            | \$5,075.00   |
| 208240        | 9/16/2016        | 72           | 06629    | BOYS & GIRLS CLUBS          | AUGUST - LUNCH PROGRAM SERVICE PROVISION | \$800.00     |

| Invoice Doc # | Transaction Date | Invoice #         | Vendor # | Vendor Full Name              | Description                                  | Total Amount |
|---------------|------------------|-------------------|----------|-------------------------------|----------------------------------------------|--------------|
| 208254        | 9/16/2016        | Reimburse Parrett | 06714    | PARRETT, SCOTT                | PER DIEM, PARRETT, FIRE CONF. YAKIMA         | \$23.00      |
| 208260        | 9/16/2016        | 99013485392015    | 06831    | HARTFORD FIRE INSURANCE CO    | FLOOD INSURANCE - WTP INTAKE STRUCTURE       | \$7,333.00   |
| 208319        | 9/16/2016        | REIMB             | 09143    | RAY, SCOTT                    | K9 GROOMING                                  | \$50.00      |
| 208253        | 9/16/2016        | reimburse Martin  | 09764    | MARTIN, DAN                   | PER DIEM, FIRE CONF. TRAINING, YAKIMA        | \$23.00      |
| 208268        | 9/16/2016        | C16017982         | 10333    | GRUYE, DAVID N                | REFUND AMBULANCE OVERPAYMENT                 | \$5.00       |
| 208298        | 9/17/2016        | 899064/1          | 00021    | ACE HARDWARE                  | MINERAL OIL AND MURPHY SOAP                  | \$11.70      |
| 208318        | 9/17/2016        | 00005W5A83386     | 02817    | UNITED PARCEL SERVICE         | UPS SHIPPING CHARGES; PREVIOUS WEEK          | \$15.08      |
| 208297        | 9/19/2016        | 899028/1          | 00021    | ACE HARDWARE                  | WET/DRY VAC, COMBO HOSE, DEBRIS PAN AND      | \$159.13     |
| 208324        | 9/19/2016        | 5003871           | 00145    | ANACORTES AMERICAN            | ANACORTES AMERICAN SUBSCRIPTION - OPERATIONS | \$43.00      |
| 208317        | 9/19/2016        | cpls              | 00765    | DEPARTMENT OF LICENSING       | CPLS TO D.O.L.; AUGUST 2016                  | \$528.00     |
| 208277        | 9/19/2016        | DOT Phys          | 01598    | LINDBO, OLE                   | REIMBURSE FOR DOT PHYSICAL                   | \$150.00     |
| 208332        | 9/19/2016        | 001-348279        | 02109    | PISTON SERVICE OF ANACORTES   | PART FOR SHOP STOCK                          | \$22.77      |
| 208320        | 9/19/2016        | REIMB             | 03414    | FLOYD, DAVID T                | REIMB FOR SHOES; SGT FLOYD                   | \$18.06      |
| 208305        | 9/19/2016        | 1988794039        | 06718    | ARAMARK                       | LAUNDRY SERVICE FOR WWTP                     | \$73.05      |
| 208316        | 9/19/2016        | Ref000208316      | 10224    | MD7 LLC                       | REFUND FOR OVERPAYMENT                       | \$50.00      |
| 208315        | 9/19/2016        | Ref000208315      | 10336    | LETORGEON SERGE TRUST         | Refund for overpayment                       | \$90.51      |
| 208348        | 9/20/2016        | 160909            | 00021    | ACE HARDWARE                  | TELESCOPE - JOHN FRANZ                       | \$32.54      |
| 208341        | 9/20/2016        | 1410-T07          | 00369    | BLYTHE PLUMBING & HEATING INC | HVAC - LIBRARY                               | \$1,855.63   |
| 208343        | 9/20/2016        | 381078104         | 00531    | CH2M HILL ENGINEERS INC       | WWTP INCINERATOR SCRUBBER                    | \$7,498.10   |
| 208352        | 9/20/2016        | 3317295           | 00717    | DAILY JOURNAL OF COMMERCE     | MARCH POINT ROAD                             | \$522.60     |
| 208345        | 9/20/2016        | 0178452           | 00950    | FIDALGO BAY COFFEE COMPANY    | ENG COFFEE                                   | \$93.00      |
| 208350        | 9/20/2016        | 1608              | 05726    | STOUGHTON, MARY               | HEART OF ANACORTES RESTRM CLEANING           | \$307.20     |
| 208344        | 9/20/2016        | 1200007158        | 05880    | HDR ENGINEERING INC           | WTP 6/26/16 - 7/23/16                        | \$2,225.62   |
| 208340        | 9/20/2016        | Pay Application 4 | 06115    | C JOHNSON CONSTRUCTION INC    | 2016 AC WATERLINE                            | \$125,284.98 |
| 208351        | 9/20/2016        | 1051835           | 07181    | BUILDERS EXCHANGE OF WA       | POSTINGS                                     | \$332.70     |
| 208328        | 9/20/2016        | 00274857          | 07378    | MUNICIPAL CODE CORPORATION    | AMC UPDATE TO ORDINANCE NO. 2982             | \$608.69     |
| 208346        | 9/20/2016        | 110600            | 10177    | INFOSEND                      | OPEN STREETS PRINT FEE                       | \$987.50     |

**Total** **\$369,104.68**



# City Council Agenda Bill

**Meeting Date:** 9/26/2016

**Agenda Item:** 5c

**Subject:** Integrated Library System (ILS)

**Staff Contact:** Sheri Miklaski, Director and Jeff Vogel, Technical Services Librarian

| Approved for Submittal to Council by |                                 |
|--------------------------------------|---------------------------------|
| X                                    | Laurie Gere, Mayor              |
| X                                    | Steve Hoglund, Finance Director |
| X                                    | Darcy Swetnam, City Attorney    |
|                                      |                                 |
|                                      |                                 |

| Action Type |                |
|-------------|----------------|
|             | Ordinance No.  |
|             | Code Revision? |
|             | Resolution No. |
| X           | Contract       |
|             | Public Hearing |
|             | Staff Report   |

**Summary Statement:** Contract with current Integrated Library System (ILS) vendor, SirsiDynix, expires in January 2017. An RFP was issued in July 2016. Four vendors submitted proposals. Two proposals were significantly higher and not considered. Remaining two vendors were SirsiDynix and Biblionix. SirsiDynix is our existing vendor, but upon evaluation by the ILS committee, they recommended transitioning to Biblionix, which is our recommendation to Council. First year cost to cover migration, training, and the ILS will be \$19,125. Subsequent year costs will be \$8,275. Biblionix guarantees pricing for three years and does not require an extended contract and there are no penalties to the library to move to a new system should we choose to do at any time in the future. \$9,000 was budgeted for migration, so a budget amendment of \$10,000 will be required. The 2017 IT budget originally reflected the expenditure to replace the outdated ILS server for \$13,020. This has been communicated to IT and this cost savings is reflected in their 2017 budget.

**Background:** In January 2010, the library signed a 7 year service and maintenance contract with SirsiDynix for their Symphony integrated library system (ILS). During the CFP process in 2014, Sheri Miklaski proposed terminating the contract with SirsiDynix due to unsatisfactory customer service, ongoing performance issues caused by a system that was not being regularly updated, and the anticipated cost of purchasing a new server. However, at that time there was no funding to pay for penalties that would have been incurred to break the contract and migrate to a new ILS. City council recommended keeping the existing SirsiDynix contract at that time. Since then, the library has struggled with ongoing issues with the SirsiDynix Symphony ILS. Biblionix, the proposed vendor, developed the Apollo ILS purely for small to medium-sized public libraries and does not offer their product to other types of libraries. In addition, the Apollo ILS was developed as cloud-based system from its inception. In 2016, Biblionix received the Modern Library Award Product of the Year and has received top rankings in all categories for seven straight years from Marshall Breeding's "Perceptions" survey.

| <b>Budget Impact</b>       |                   |
|----------------------------|-------------------|
| Amount Budgeted            | 9,000             |
| Budget Account (BARS)      | 103.440.572.20.41 |
| Proposed Expenditure       | 19,125            |
| Budget Amendment Required? | Yes               |
| Revenue Source             | Fund Balance      |

| <b>Proposed Contract</b> |           |
|--------------------------|-----------|
| Contractor               | Biblionix |
| Amount                   |           |
| Start Date               | 10/1/16   |
| End Date                 |           |

**Previous Council/Committee Action:** None

**Competing Viewpoints Considered:** Many software solutions/systems are now being hosted in the cloud and have multiple servers placed around the country and world to eliminate downtime due to hardware failures, power outages, severe weather, or other unforeseen events. SirsiDynix is moving toward a cloud-based solution, but is still a few years away from being completely cloud-based.

**Recommended Motion:** I move that city council authorize the contract with Biblionix for the Apollo ILS.

**Alternative Actions:** Stay with current SirsiDynix Symphony ILS and gradually move to their BLUE Cloud suite as they roll out their product. The cost would be similar to the current system and one time migration costs will still be incurred.

**Attachments** (listed in order presented): Contract with Biblionix

## APOLLO AUTOMATION USAGE AND PROVIDER AGREEMENT

APOLLO AUTOMATION USAGE AND PROVIDER AGREEMENT (this “Agreement” or “Contract”) is entered as of September 8, 2016 by and between Biblionix, LLC, a Texas limited liability company with a principal place of business at 401 Congress Ave., Suite 1540, Austin, Texas 78701 (the “Company”) and the Anacortes Public Library, with an address of 1220 10<sup>th</sup> Street, Anacortes, WA 98221, (the “Customer”).

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, the parties hereto agree as follows:

1.       Company’s Services: The Company shall provide its Internet-hosted Apollo Automation™ service and Content Café2® option (from Baker & Taylor) (collectively, the “Services”) to the Customer on an annual basis, beginning with the Start Date, as defined below. The Services will be available to the Customers only through Company’s Internet web site and may be accessed only over the Internet in accordance with the terms of this Agreement and Company’s user instructions. Apollo Automation is proprietary software and a service of Company. Content Café2 is proprietary data of Baker & Taylor and is provided pursuant to Company’s license from Baker & Taylor. The Services shall include free upgrades, customer service, all necessary disk space and processing capability for all Customer’s data and transactions on the Company’s server(s), and backup/disaster prevention/recovery services. The Services do not include optional services, Auto-Calling, Branch Support, Gabbie, or Acquisitions.

Customer acknowledges and agrees that Company and/or its licensors own all legal right, title and interest in and to the Services, and any software provided to Customer as a part of and/or in connection with the Services, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. Customer further agrees that the Services (including the software, or any other part thereof) contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

Company grants to the Customer and their patrons and visitors, a personal, non-exclusive, non-transferable, limited license to use the software provided to the Customer as a part of the Services and in accordance with this Agreement and Company’s instructions; provided that the Customer does not (and does not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the software or Services. Access to the Services is not limited to any certain number of PCs or any certain number of transactions.

2.       Migration: The Company shall, at a minimum, import the following information into Apollo from Customer’s current automation system: MARC bibliographic records and all holding records, patron data, items out, fines, and circulation history.

3.       Compensation: The Customer’s approximate number of holdings and approximate annual circulation are shown in Appendix A. Based on those numbers and other factors, the migration fee, the Apollo Automation annual subscription fee, the Content Café® fee, and other option fees are shown in Appendix A. The Apollo Automation annual base subscription fee will remain at the same price listed in Appendix A for Year Two and Year Three. This commitment shall survive this Agreement. Any price changes for Year Four will be provided to Customer, approximately one year in advance, at the time of invoicing for Year Three. Those prices will be guaranteed not to increase for Years Four through Six.



The “Start Date” of the subscription shall be the day that Customer begins using Apollo for its daily operation. Billing to the Customer for all fees (migration, setup fees, annual base subscription fee, Content Café® fee and other options as applicable) will occur on or after that day. Prior to the Start Date, Customer may make unlimited use of Apollo™ for test and training purposes with the Customer’s data, at no charge.

Company will continue each year to provide Services to the Customer. The invoice for each subsequent year shall be mailed to the Director of the library no earlier than 30 days prior to the end of the then-current annual subscription period.

4. Security: Each Customer is solely responsible for the creation, security, confidentiality and management of its passwords. The Customer is solely responsible and liable for any activities that occur under the use of its passwords. The Customer is solely responsible for the content and information that the Customer downloads, uploads, posts, emails, transmits, stores, or otherwise makes available or uses through its use of the Services. The Company and its 3<sup>rd</sup> party hosting partners will maintain practices to otherwise ensure the security and confidentiality of each Customer’s data.

5. Privacy: The Company manages the Customer’s data solely for the Customer’s and the Customer’s patrons’ own use. Records that contain information relating to the identity of a library patron and/or to the patron’s use of books or other materials will not be released by the Company or its Internet hosting partners without the express written permission of the patron involved or as the result of a court order or subpoena, or when otherwise required by law. The Company shall notify the Customer within 48 hours in the event that such a court order, subpoena or other legal requirement is presented unless such notice is expressly prohibited by the court order or law. The Company may gather and report aggregate statistics of all customers regarding usage such as total circulations, total holdings.

6. Payment Terms: Payments are due in full within 30 days from the date of billing. Payments that are 1 month past due will be subject to a 20% APR surcharge. The invoice will be resent, monthly, by US Mail. Reasonable efforts will be made to inform the Customer that payment is due and that service is in jeopardy. These efforts may include on-screen notes presented during the use of Apollo, certified mail, email, and telephone. Company reserves the right to terminate the Customer’s service if payment is not made within 3 months of the initial due date.

7. Content Ownership: Customer retains all ownership and proprietary right, title, and interest in any and all Customer content provided to Company or that Company in any way gains access to by virtue of Customer’s use of Company Software, including, without limitation, any materials obtained or produced by Customer pursuant to this Agreement. Company shall have no rights, title, or interest in any of Customer’s content and shall not retain, reproduce, or use Customer’s content. Nor will Company, with the exception of what is available through the Customer’s publicly available on-line public catalog (at [anacortes.biblionix.com](http://anacortes.biblionix.com) or otherwise agreed upon URL) provide, disclose, or otherwise make available Customer content to any third party, without Customer’s prior written permission. In keeping with the Company’s commitment to providing libraries with open and free access to their own data, all Customers’ data will be available at no charge as a “Biblionix, LDIF, self-describing XML file”. Overnight processing may be required to generate the file after Customer’s request.

8. Intellectual Property Indemnification: The Company will indemnify, defend, and hold harmless the Customer against any action or claim brought against the Customer that is based on a claim that Company’s proprietary software infringes any patent rights or copyright rights or incorporates misappropriated trade secrets. Company will pay any damages attributable

to such claim that are awarded against the Customer in a judgment or settlement. Company's obligation to indemnify Customer is contingent upon the Customer: (a) providing Company prompt written notice of all claims subject to indemnity, (b) permitting Company to control the defense and settlement of all claims subject to indemnity, with attorneys reasonably acceptable to the Customer, and (c) reasonably cooperating with Company in the defense and settlement of all such claims; provided, the Customer will be consulted during the course of any such claim and will be permitted, at their own expense, to seek independent counsel in connection therewith. Company will not be liable to indemnify for settlements entered into without its prior written consent.

9. Assignment: The Company may assign or subcontract the whole or any part of this Contract only upon the Customer's prior written consent. The Company may assign its right to receive payment to such third parties as the Company may desire provided that the Company gives written notice (including evidence of such assignment) to the Customer thirty (30) calendar days in advance of any payment so assigned and obtains Customer's prior written consent. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

10. Force Majeure: The Customer shall grant relief from performance of this Contract if the Company is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Company. The burden of proof for the need of such relief shall rest upon the Company. To obtain release based on force majeure, the Company shall file a written request with the Customer.

11. Termination for Convenience: The Customer may cancel its subscription at any time by notifying the Company by certified mail. A prorated refund will be made to the Customer for any prepaid, unused Apollo Automation base annual subscription term and all other prepaid annual fees described in Schedule A. Customer may be billed immediately for any unpaid for Auto-Calling calls. The Company may cancel with a 120-day written, certified mail notice.

12. Termination for Default: Company may, by written notice of default to the Customer, terminate this Contract, in whole or in part, for cause if the Customer fails to perform in full compliance with the contract requirements through no fault of the Company and such failure is not cured within thirty days after the Company provides written notice of such default to the Customer. The Company will provide thirty (30) calendar days written notice of termination to the Customer (delivered by certified mail, return receipt requested) of the default and intent to terminate, and the Company will provide the Customer with an opportunity to cure and an opportunity for consultation with the Company prior to termination.

If the default is not timely cured, the Agreement will be terminated upon written notice to Customer and, upon receipt of written notice of termination, the Customer shall promptly discontinue all Services affected (unless the notice directs otherwise).

13. Severability Clause: Invalidity or unenforceability of one or more provisions of this Contract shall not affect any other provision of this Contract. If any part of this Contract is held invalid or unenforceable, that portion shall be reformed to the minimum extent possible to make it valid and enforceable and reflect as nearly as possible the original intentions of the parties, and the remaining portions shall remain in full force and effect. If it is not possible to reform the invalid or unenforceable provision, it shall be severed from this Contract and the remaining portions shall remain in full force and effect.

## 14. Customer Responsibilities

### **a) Cooperation**

The Customer shall cooperate with Company in the performance of this Agreement.

### **b) Referrals**

Notwithstanding any Company recommendation, referral or introduction, Customer shall independently investigate and test non-Company products and services and will have sole responsibility for determining their suitability. Company has no liability with respect to claims relating to or arising from use of non-Company products and services.

15. Limited Warranty; Warranty Disclaimer: Company warrants that the Services, when used by Customer according to Company's instructions, will be available with a 99.5% uptime for such Customer (the "Warranty Period"). During off-hours, system maintenance may be performed by the Company from time to time, causing the Services to be unavailable. Such maintenance is not considered in the above defined uptime. Due to the complex nature of computer software, Company does not warrant that the operation of the Services will be uninterrupted or error free.

16. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR CUSTOMER BE LIABLE FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RESULTING FROM LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY KNOWS, OR HAS REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGES.

17. General: This Agreement, including all appendices, constitutes the entire Agreement between the parties relative to the subject matter hereof, and supersedes all proposals or agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed or extended except in a written instrument signed by the parties hereto. Any waiver shall be limited to the particular instance and for the particular purpose when and for which it is given.

This Agreement shall inure to the benefit of the Company's successors and assigns. This Agreement will be binding on the Customer and the Customers. Except as otherwise specifically provided in this Agreement, there are no third party beneficiaries of this Agreement.

Apollo Automation™, VersaCat®, and VersaCard® are trademarks of the Company. Content Café2® is a trademark of Baker & Taylor. No rights are granted in any of these trademarks and Customer shall not remove, obscure, or alter any proprietary notices (including trademark, copyright, and confidentiality notices) that may be affixed to or contained within the Services, or any related software or documentation.

This Agreement will be construed in accordance with its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

This Agreement and all aspects of the relationship between the parties hereto shall be construed and enforced in accordance with and governed by the internal laws of the State of Washington, without reference to its conflict of laws principles, and applicable federal law. This Agreement is made and performable in Skagit County, Washington, and the parties submit and consent to venue in Skagit County, Washington for resolution of any dispute in connection with this Agreement. Any claim or cause of action arising out of or related to this Agreement or the use of the Services must be filed within one year after the cause of action arose or be forever barred.

This Agreement may be executed in duplicate counterparts, which, when taken together, shall constitute one instrument and each of which shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties have executed this APOLLO AUTOMATION USAGE AND PROVIDER AGREEMENT as of the date first above written.

Company: Biblionix, LLC

Customer: Anacortes Public Library.

By: \_\_\_\_\_

\_\_\_\_\_

Name: Clark Charbonnet  
Title: Manager

Name:  
Title:

## APPENDIX A

### for Agreement between Biblionix, LLC and Anacortes Public Library.

|                                             |                     |
|---------------------------------------------|---------------------|
| Customer's approximate number of holdings:  | 122,310             |
| Customer's approximate annual circulation:  | 266,997             |
| <br>                                        |                     |
| Apollo base annual subscription fee:        | \$6,500             |
| Apollo one-time migration fee:              | \$8,000             |
| <br>                                        |                     |
| OPTIONS:                                    |                     |
| Acquisitions annual fee:                    | \$1,600             |
| Content Cafe2 annual fee:                   | \$ 750              |
| Content Cafe2 Plus annual fee:              | \$1,350             |
| Gabbie, 2-way texting annual fee:           | \$ 325              |
| Auto-Calling one-time setup fee (Overdues): | \$ 100              |
| Auto-Calling one-time setup fee (Reserves): | \$ 250              |
| Auto-Calling per call fee (post billed)     | 10 cents per call   |
| <br>                                        |                     |
| Auto-Calling Incoming annual fee:           | \$ 100              |
| Auto-Calling Incoming per call fee:         | 10 cents per minute |





# City Council Agenda Bill

**Meeting Date:** 9/26/2016

**Agenda Item:** 5d

**Subject:** Chemical Bid Recommendation 2016-2017

**Staff Contact:** Fred Buckenmeyer

| Approved for Submittal to Council by |                                 |
|--------------------------------------|---------------------------------|
|                                      | Laurie Gere, Mayor              |
|                                      | Steve Hoglund, Finance Director |
|                                      | Darcy Swetnam, City Attorney    |
|                                      |                                 |
|                                      |                                 |

| Action Type |                |
|-------------|----------------|
|             | Ordinance No.  |
|             | Code Revision? |
|             | Resolution No. |
| X           | Contract       |
|             | Public Hearing |
|             | Staff Report   |

**Summary Statement:** In an effort to ensure that we obtain the best price for treatment chemicals, the request for bids is submitted every year. In addition, this allows us to take advantage of new innovative and more efficient chemicals that are developed.

**Background:** Chemical bids are requested every year. Last time was August 2016. There was an error by one bidding party and it was decided to reject all bids for two chemicals and send out a new Call for Bids for those specific items.

| Budget Impact – WTP Polymer |                   |
|-----------------------------|-------------------|
| Amount Budgeted             |                   |
| Budget Account (BARS)       | 401.730.534.10.34 |
| Proposed Expenditure        | \$22,620.00       |
| Budget Amendment Required?  | no                |
| Revenue Source              |                   |

| Proposed Contract |             |
|-------------------|-------------|
| Contractor        |             |
| Amount            | \$22,620.00 |
| Start Date        | 9/1/16      |
| End Date          | 8/31/17     |

**Previous Council/Committee Action:** Council accepted the bids for other treatment plant chemicals at its August 22, 2016 meeting.

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move Council accept the chemical bids for Polymer and Sodium Hydroxide 2016-2017 as outlined in the attached memo

**Alternative Actions:** The existing contract for chemicals ran out at the end of August 2016. If these bids are not accepted, we would be forced to purchase chemicals without a set contract price.

**Attachments** (listed in order presented): Chemicals Recommendations Memo



**CITY OF ANACORTES  
WATER TREATMENT PLANT**

14489 River Bend Road, Mount Vernon, WA 98273-9686

Telephone: (360) 428-1598

Fax: (360) 428-1574



ANACORTES WATER TREATMENT PLANT

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**MEMORANDUM**

**DATE:** August 26, 2016  
**TO:** Fred Buckenmeyer, Public Works Director  
**FROM:** Tiffany Matson  
**RE:** Chemical Bid Recommendation – Polymer & Sodium Hydroxide 2016-2017

Bids for chemicals were opened at 1:30 p.m. on August 25, 2016 for the following chemicals:

1. 6.5 Tons Polymer
2. 300 Tons dry weight Sodium Hydroxide

Bids for firm prices for a period of one year were requested from 14 firms. Bids were received as follows:

\* = APPARENT WINNER

| CHEMICAL NAME                             | BID PRICE      |
|-------------------------------------------|----------------|
| <b>1. POLYMER</b>                         |                |
| ♦ NorthStar Chemical *                    | \$3,480.00/ton |
| ♦ Cascade Columbia                        | \$5,066.00/ton |
| <b>2. SODIUM HYDROXIDE (300 Dry Tons)</b> |                |
| ♦ Jones Chemical *                        | \$530.00/ton   |
| ♦ NorthStar Chemical                      | \$560.00/ton   |
| ♦ Univar USA                              | \$649.50/ton   |

Jeff Marrs, Anacortes Water Treatment Plant Manager has reviewed the chemical bids and recommends acceptance of the following low bids:

---

|                   |                    |
|-------------------|--------------------|
| <b>1. Polymer</b> | NorthStar Chemical |
|-------------------|--------------------|

Chad Tesarik from the City of Mount Vernon's Waste Water Treatment Plant has reviewed the chemical bids and recommends acceptance of the following low bid:

---

|                            |                |
|----------------------------|----------------|
| <b>2. Sodium Hydroxide</b> | Jones Chemical |
|----------------------------|----------------|

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Please place on the September 26<sup>th</sup>, 2016 Council Agenda for approval. If you have any questions or need additional information, please contact me.



# City Council Agenda Bill

**Meeting Date:** 9/26/2016

**Agenda Item:** 5e

**Subject:** Contract Award to Design Ship Harbor & SR20 Spur Intersection Improvements

**Staff Contact:** Fred Buckenmeyer

| Approved for Submittal to Council by |                                 |
|--------------------------------------|---------------------------------|
|                                      | Laurie Gere, Mayor              |
|                                      | Steve Hoglund, Finance Director |
|                                      | Darcy Swetnam, City Attorney    |
|                                      |                                 |
|                                      |                                 |

| Action Type |                |
|-------------|----------------|
|             | Ordinance No.  |
|             | Code Revision? |
|             | Resolution No. |
| X           | Contract       |
|             | Public Hearing |
|             | Staff Report   |

**Summary Statement:** City staff seeks City Council approval to award a contract to Reichhardt & Ebe Engineering, Inc. in the amount of \$200,111.64 to design Ship Harbor & SR20 Spur Intersection Improvements.

**Background:** On March 17, 2016, the City receive FHWA grant funding in the amount of \$127,000. City funds will cover the remaining \$73,111.64. Reichhardt & Ebe was selected through the MRSC Consultant Roster in accordance with City policy.

| Budget Impact              |                     |
|----------------------------|---------------------|
| Amount Budgeted            | \$168,000 2016/2017 |
| Budget Account (BARS)      | 105.720.595.30.63   |
| Proposed Expenditure       | \$200,111.64        |
| Budget Amendment Required? | Yes                 |
| Revenue Source             | Grant/City          |

| Proposed Contract |                    |
|-------------------|--------------------|
| Contractor        | Reichhardt & Ebe   |
| Amount            | \$200,111.64       |
| Start Date        | Contract Inception |
| End Date          | March 31, 2017     |

**Previous Council/Committee Action:** N/A

**Competing Viewpoints Considered:** N/A

**Recommended Motion:** I move that City Council provide consent to award a contract to Reichhardt & Ebe Engineering in the amount of \$200,111.64 to design Ship Harbor & SR20 Spur Intersection Improvements.

**Alternative Actions:** N/A

**Attachments** (listed in order presented): Contract

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 16-025-TRN-001

|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Firm/Organization Legal Name (do not use dba's):<br>Reichhardt & Ebe Engineering, Inc                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                              |
| Address<br>423 Front Street - PO Box 978 - Lynden, WA 98264                                                                                                                                                                                                                                                             | Federal Aid Number<br>STPUS-0020(190)                                                                                                                                                                                                        |
| UBI Number<br>601 434 842                                                                                                                                                                                                                                                                                               | Federal TIN or SSN Number<br>91-1582135                                                                                                                                                                                                      |
| Execution Date                                                                                                                                                                                                                                                                                                          | Completion Date<br>03/31/17                                                                                                                                                                                                                  |
| 1099 Form Required<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                               | Federal Participation<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                 |
| Project Title<br>Ship Harbor and SR20 Spur Intersection Improvements Project                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                              |
| Description of Work<br><br>The work under this agreement consists of preparation of 100% Design plans and estimate for the construction of a one lane roundabout at the intersection of Ship Harbor and SR20 Spur Intersection in the City of Anacortes. The project will also include utility and AGENCY coordination. |                                                                                                                                                                                                                                              |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes<br><input type="checkbox"/> Yes                                                                                                                                                                                            | <input checked="" type="checkbox"/> No DBE Participation<br><input checked="" type="checkbox"/> No MBE Participation<br><input checked="" type="checkbox"/> No WBE Participation<br><input checked="" type="checkbox"/> No SBE Participation |
| Maximum Amount Payable: \$200,111.64                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                              |

## Index of Exhibits

|           |                                                                   |
|-----------|-------------------------------------------------------------------|
| Exhibit A | Scope of Work                                                     |
| Exhibit B | DBE Participation                                                 |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations                                |
| Exhibit E | Sub-consultant Cost Computations                                  |
| Exhibit F | Title VI Assurances                                               |
| Exhibit G | Certification Documents                                           |
| Exhibit H | <del>Liability Insurance Increase</del>                           |
| Exhibit I | Alleged Consultant Design Error Procedures                        |
| Exhibit J | Consultant Claim Procedures                                       |

Agreement Number: 16-025-TRN-001

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT,"

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.



Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Steve Lange  
Agency: City of Anacortes  
Address: 904 6th Street - PO Box 410  
City: Anacortes State: WA Zip: 98221  
Email: stevel@cityofanacortes.org  
Phone: 360-661-3468  
Facsimile:

**If to CONSULTANT:**

Name: Luis Ponce  
Agency: Reichhardt & Ebe Engineering, Inc.  
Address: 423 Front Street - PO Box 978  
City: Lynden State: WA Zip: 98264  
Email: luis@recivil.com  
Phone: 360-354-3687  
Facsimile: N/A

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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



## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973  
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975  
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987  
(Public Law 100-259)
- American with Disabilities Act of 1990  
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

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

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Steve Lange  
Agency: City of Anacortes  
Address: 904 6th Street - PO Box 410  
City: Anacortes State: WA Zip: 98221  
Email: stevel@cityofanacortes.org  
Phone: 360-293-1920  
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

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Signature

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Date

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Signature

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Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*



***Exhibit A***  
***Scope of Work***

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Project No. 16-025-TRN-001

See Attached Exhibit A

Agreement Number: 16-025-TRN-001

**EXHIBIT A**  
**SHIP HARBOR AND SR20 Spur INTERSECTION**  
**IMPROVEMENTS PROJECT**  
**SCOPE OF WORK**

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**1. PROJECT UNDERSTANDING**

Reichhardt & Ebe Engineering Inc., (CONSULTANT) will provide professional services to the City of Anacortes (CONTRACTING AGENCY) for the preparation of Plans, Specifications & Estimates ("PS&E"), and related documents, for improvements to the intersection of Ship Harbor and SR20 Spur.

The work under this agreement consists of preparation of 100% Design plans and estimate for the construction of a one lane roundabout at the intersection of Ship Harbor and SR20 Spur Intersection in the City of Anacortes. The project will also include utility and AGENCY coordination. The project is funded with Federal and City funds.

**2. ASSUMPTIONS**

This scope of work is based on the following assumptions:

1. The CONSULTANT will submit a 30, 60, and 90 percent level of completion for all other deliverables.
2. The CONTRACTING AGENCY and WSDOT standard plans and details (if applicable) will be included by reference, and copies of the plans will be included in the Bid Contract Documents.
3. The Plans will be prepared in accordance with the WSDOT Plans Preparation Manual (M22-31).
4. The survey and geotechnical design work will require WSDOT approved Traffic Control Plans (TCP). The CONSULTANT will prepare and coordinate the approval of these TCPs.
5. Construction work will impact WSDOT facilities, thus WSDOT approved TCPs are required.
6. The CONTRACTING AGENCY's Sanitary Sewer Comp Plan and the Water Comp Plan does not identify any required upgrades within the project area, thus no sanitary sewer or watermain design work is required. Only sanitary and watermain design work to address potential conflicts is anticipated.
7. It is assumed block walls <5' tall may be required to assure the project catch points stay within the existing Right of Way (ROW).

8. The CONSULTANT design will include Plans, Specifications, and Estimate for a roundabout at the intersection of Ship Harbor and SR20 Spur in accordance with "Exhibit G-1 Herman Traffic Engineering."
9. The CONSULTANT will obtain traffic data and projections from the CONTRACTING AGENCY. The CONSULTANT will evaluate the traffic data.
10. The CONTRACTING AGENCY provided traffic data is adequate for the pavement design, roundabout design, and traffic projections. If additional traffic data is required to complete the pavement design, roundabout design, or traffic projections, the CONTRACTING AGENCY will provide the additional traffic data.
11. The CONSULTANT will use the Basin information obtained from the CONTRACTING AGENCY's 2007 Stormwater Comp Plan as a basis for the drainage basin analysis.
12. The CONSULTANT will perform a backwater analysis on the existing storm drain conveyance system located downstream of the project. The existing system limits are from the intersection of Glasgow/Schooner Drive to the northerly termini of Edwards Way. The CONSULTANT will use the existing information (rim elevation, invert elevations, pipe size/type) provided by the CONTRACTING AGENCY for the backwater analysis.
13. The existing downstream storm drain conveyance system that conveys off site runoff through the project is adequate and will not require further upgrades or modifications.
14. Design of stormwater runoff detention facilities will not be required for this project as the runoff outfalls directly into the Guemes Channel.
15. The CONSULTANT will provide a place holder sheet in the plan set for a Landscaping Plan that has yet to be determined. The CONTRACTING AGENCY will coordinate with the Community to determine the type of Landscaping to install. The CONTRACTING AGENCY plan will be incorporated into the CONSULTANT's plans set.
16. The CONTRACTING AGENCY will provide a list of utilities and other agencies having jurisdiction in the project area. The CONTRACTING AGENCY will obtain as-built/record drawings from the utility companies and other jurisdictional agencies having jurisdiction in the project area. The CONSULTANT will provide exhibits showing the proposed design and all underground and above ground surveyed features.
17. The CONSULTANT will provide base maps and design drawings to the CONTRACTING AGENCY, which can be used by other utilities impacted by the project.
18. The CONTRACTING AGENCY will provide available as-built/record drawings for CONTRACTING AGENCY owned utilities and franchises for the various utilities within CONTRACTING AGENCY right of way (ROW).

19. The CONSULTANT will coordinate and correspond with the utilities and other agencies having jurisdiction in the project area. The CONTRACTING AGENCY will provide support if requested by the CONSULTANT.
20. All work will be within City of Anacortes ROW or existing easements and no additional ROW, easements, or Rights-of-Entry, are required to perform the construction work.
21. Rights-of-entry upon all lands necessary for the performance of the design work will be obtained by the CONTRACTING AGENCY.
22. The private property accesses will be designed in accordance with current standards. The CONTRACTING AGENCY will notify private property owners of the proposed improvements and with the assistance of the CONSULTANT, address the private property owner's concerns.
23. The CONTRACTING AGENCY will notify private property owners of proposed improvements and address the private property owner's concerns.
24. The CONTRACTING AGENCY may perform the public meetings, public notifications, individual meetings with property owners, announcements, etc. The CONSULTANT will provide exhibits showing the proposed design and surveyed features and attend 1 meeting if requested by the CONTRACTING AGENCY. Herman Traffic Engineering (CONSULTANT's subconsultant) will attend 1 public meeting/open house and present at 1 City Council presentation on the same date as the meeting/open house.
25. The CONSULTANT reserves the opportunity to shift budget between work tasks. The CONSULTANT shall obtain CONTRACTING AGENCY approval prior to shifting budget between work tasks.

### **3. WORK TASKS**

#### **Task A through Task E: Project Administration**

As part of the project, the CONSULTANT will prepare monthly progress reports that describe the tasks or percentage of tasks that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify any other issues or problems that may occur in any given month, as well as proposed dates and times for upcoming coordination meetings. The CONSULTANT will submit these monthly progress reports to the CONTRACTING AGENCY with the monthly invoices.

Included in this task is quality control/quality assurance, regular coordination meetings with CONTRACTING AGENCY staff, updates of the project schedule, and preparation of the scope of work for supplements or future phases.

#### **CONSULTANT Deliverables/Products:**

- Monthly Progress Reports



- Invoices, Project Schedule Updates
- Scope of Work for future phases or extra work

### **Task A: Design Survey and Base Map**

The limits of the survey will generally be within the existing Ship Harbor and SR20 Spur ROW and will include ROW limits, easements, surface and utilities in the area as located by others.

The CONSULTANT shall survey topographical data necessary to complete the base map. The data will include the following:

1. Cross sections in the roadway areas at 50 foot intervals to include centerline, edge of pavement, top of bank, bottom of bank, and ditch centerline where applicable.
2. Cross sections in the non-roadway areas at 50 foot intervals to include centerline, ground shots 20 feet left and right of alignment.
3. Existing utilities which are showing and underground utility markings provided by others along the corridor.

### **Design Survey**

The topographic information gathered will consist of existing surface features necessary to complete the design as stated in other sections of this scope of work as well as existing subsurface utilities which are located by the respective responsible utility. The topographic survey will be tied to existing City of Anacortes monumentation and datum.

### **Utility Locates**

The CONTRACTING AGENCY will call the state "dial-before-you-dig" contractor number to clear utility locations prior to the design survey.

### **Base Map**

The CONSULTANT will develop electronic base maps based on the topographic information gathered, including existing ROW location and create a three dimensional electronic surface representing existing field conditions.

The base map shall include, plan, profile, cross sections, incorporate franchise utility "as-built" information into the base map, and show ROW limits and locations of existing easements on the base map.

The CONTRACTING AGENCY will provide a list of utilities and other agencies having jurisdiction in the project area. The CONTRACTING AGENCY will coordinate and obtain as-built/record drawings from the utility companies and other jurisdictional agencies having jurisdiction in the project area. The CONTRACTING AGENCY will provide available as-built/record drawings for CONTRACTING AGENCY owned utilities.

If needed, the CONSULTANT shall develop a list of utility conflicts for potholing and field verification. It is assumed that construction equipment for potholing existing utilities will be provided by the respective utility owner.

Work will be performed in accordance with the following tasks.

CONSULTANT Deliverables/Products:

- Digital Base Map

## **Task B: Design**

### **Drainage**

The CONSULTANT will conduct a site visit to become familiar with the project site and coordinate with the CONTRACTING AGENCY to gather additional existing drainage data. The CONSULTANT will then meet with the CONTRACTING AGENCY to discuss design criteria, retrofit and probable alternatives for storm water conveyance. The CONSULTANT will develop the design criteria, including retrofit approach, using Anacortes' Development Standards and the WSDOT Highway Runoff Manual.

The CONSULTANT will develop a listing of storm drainage management alternatives for the roadway section incorporating various combinations of collection, treatment, and conveyance. The CONSULTANT will submit a drainage technical memorandum to the CONTRACTING AGENCY for their review and comments. For each alternative, the technical memorandum will:

- Consider impacts to the existing and future utilities, proposed roadway cross section, and adjacent properties
- Document preliminary storm drainage runoff calculations for existing and proposed roadway runoff
- Prepare conceptual quantities and estimates of probable construction costs to facilitate relative cost comparison
- Prepare preliminary drainage plan, cross-section, and profiles, for the proposed conveyance system
- Document advantages and disadvantages represented by each storm drainage design alternative
- Prepare preliminary recommendation for preferred alternative

The CONSULTANT will meet with the CONTRACTING AGENCY and discuss findings of the preliminary drainage analysis and document the CONTRACTING AGENCY's comments. The CONSULTANT will incorporate or address the CONTRACTING AGENCY's comments and resubmit the drainage technical memorandum for final CONTRACTING AGENCY approval. Pertinent information from the drainage technical memorandum shall be utilized in the Drainage Report for development of the preferred alternative drainage design.

The CONSULTANT will prepare a Drainage Report for the selected alternative. The Drainage Report will include the project limits, calculations, and conclusions of the drainage design as required by Anacortes' Development Standards. The Drainage Report will reference or incorporate the drainage alternatives as appropriate. The CONSULTANT will submit the draft Drainage Report reflecting approximately 60% design completion to the CONTRACTING AGENCY for their review and comment. The CONSULTANT will incorporate or address the CONTRACTING AGENCY's comments and resubmit for each subsequent design stage for final CONTRACTING AGENCY approval.

**CONSULTANT Deliverables/Products:**

- 1 copy of both the draft and final drainage technical memorandum
- 1 copy of the draft and final Drainage Report

**Geotechnical**

Geotechnical services will be provided to explore subsurface soil at the site as a basis for providing geotechnical engineering recommendations and design criteria for the proposed pavement section, retaining walls, utilities' trenches, and luminaire foundations. A summary of the most significant geotechnical considerations is provided below:

- Borings or test pits are necessary for evaluation of the pavement section, retaining wall, trench design, and luminaire foundation. The borings or pits will likely be located in the driving lanes, shoulders, or other areas that will limit property impacts.

The CONSULTANT will obtain samples of the various soils encountered, classify the materials and maintain a detailed log of each exploration. The soil samples will be sealed and returned to the CONSULTANT's laboratory for additional examination and laboratory testing, as appropriate.

The CONSULTANT will evaluate all soil samples, review field logs, and coordinate the laboratory testing program. The CONSULTANT will evaluate pertinent physical and engineering properties of soils based on laboratory tests performed on soil samples obtained from the borings and test pits. The CONSULTANT anticipates that these tests may include moisture content determinations, dry density determinations, grain size determinations, percent fines, bearing capacities, and Atterberg Limits.

The CONSULTANT will provide a geotechnical report summarizing the results of the subsurface exploration program and design recommendations. Exploration logs, a site plan, and any supporting test data will be included.

**CONSULTANT Deliverables/Products:**

- Geotechnical Report
- Pavement section design recommendations
- Retaining wall design recommendations

- Trench section design recommendations
- Luminaire foundation design recommendations

### **Plans, Specifications and Estimate (PS&E)**

All PS&E work shall be completed in accordance with the latest edition and amendments (as of the date this Agreement is signed) to the following documents:

#### **WSDOT Publications:**

1. Standard Specifications for Road, Bridge, and Municipal Construction
2. Standard Plans for Road, Bridge, and Municipal Construction
3. Local Agency Guidelines
4. Design Manual
5. Highway Runoff Manual
6. Hydraulics Manual
7. Construction Manual
8. Traffic Manual
9. Amendments to the Standard Specifications and General Special Provisions

#### **AASHTO Publications:**

1. A Policy on Geometric Design of Highways and Streets
2. American Association of State Highway Official policy applicable where said policy is not in conflict with the standards of WSDOT

The analyses, design, plans, and estimates performed or prepared as part of the project will be in English units.

The CONSULTANT will prepare the design to avoid known utility conflicts if practical. The CONSULTANT shall identify utilities that will be affected by the improvements. The CONTRACTING AGENCY will notify the utilities if relocations are required. Utility companies will be asked to commit to a time schedule for relocation and/or new facility installation to avoid conflicts with the project contractor's construction schedule.

### **30% Plans**

The CONSULTANT will prepare the 30% plans in accordance with City standards and the above listed publications. 30% plans will include, at the very least, the following:

1. Cover sheet and vicinity map
2. Standard legend and symbols
3. Roadway plan and profile
4. Typical roadway sections
5. Preliminary RAB layout



After the AGENCY reviews the 30% plans, the CONSULTANT will respond to AGENCY comments or revise the 30% design Plans, and resubmit to the AGENCY.

CONSULTANT Deliverables/Products:

- Modifications, responses, and/or revisions from the 30% AGENCY review

### **Environmental Documentation and Permits**

Widener and Associates, under a subconsultant agreement with Reichhardt & Ebe will assist the City in the preparation of environmental documentation and permitting of the project by providing the following services.

- **Section 106 Report (Cultural and Historic Resources)**  
This work would include the preparation of the Section 106 report in accordance with the State Historic Preservation Office standards and guidelines.
- **Environmental Classification Summary**  
Services will be provided to prepare the Environmental Classification Summary (ECS) form by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and the City.
- **SEPA**  
This work includes the preparation and submittal of SEPA to the City of Anacortes planning staff for review and approval, and responding to questions and provided any follow-up documentation.

CONSULTANT Deliverables/Products:

- 2 copies of a draft Section 106 Report will be prepared to describe cultural resources identified in the project area to meet state and federal standards for reporting as outlined in the guidelines provided by the OAHP
- 2 copies of a final Section 106 report incorporating CONTRACTING AGENCY and WSDOT comments
- 2 copies of the draft ECS
- 2 copies of the final ECS documentation incorporating CONTRACTING AGENCY comments.
- 2 copies of the final ECS documentation incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies
- 2 copies of the draft SEPA
- 2 copies of the final SEPA incorporating City comments

### **Task C through Task E: Plans, Specifications, and Estimate (PS&E)**

The CONSULTANT will prepare and submit the 60% plans for CONTRACTING AGENCY review and comment.

After the CONTRACTING AGENCY reviews the 60% plans, the CONSULTANT will prepare and submit the 90% plans for CONTRACTING AGENCY review and comment.

After the CONTRACTING AGENCY reviews the 90% plans, the CONSULTANT will prepare the final list of bid items and quantities and construction cost estimate for one full-size original set of signed and mylar reproducible construction Contract Documents. The engineer's estimate of the proposed project will include the estimated quantity and estimated unit price for each proposed work item.

The 60%, and 90% Design submittals will be provided as follows:

60% plans will include, at the very least, the following:

1. Modifications and/or revisions from the 30% review
2. Cover sheet and vicinity map
3. Standard legend and symbols
4. Typical roadway sections
5. Channelization plan
6. Existing and proposed roadway plan and profiles
7. Traffic control plan
8. Site plan with erosion and sedimentation plan
9. Storm plan
10. Grading plan
11. Illumination layout
12. Permanent signage plan/general sign schedule
13. Detail plans
14. Project cost estimate

90% plans will include, at the very least, will include the following:

1. Modifications and/or revisions from the 90% review
2. Final design of project elements
3. Project cost estimate

CONSULTANT Deliverables/Products:

- 2 1/2 sized copies of 60% PS&E
- 2 copies of the responses to 60% review comments
- 3 full sized copies of 90% PS&E
- 2 copies of the responses to 90% review comments
- 1 full sized copy of final Plans and Cost Estimate (signed and sealed) on paper and CD. All design of the RAB will be done in 2015 Civil 3D AutoCad.

After the CONTRACTING AGENCY reviews the 90% Plans and Estimate, the CONSULTANT will prepare the final list of bid items and quantities and construction cost estimate for one full-size original set of signed and reproducible construction

contract documents. The engineer's estimate of the proposed project will include the estimated quantity and estimated unit price for each proposed work item.

#### **REIMBURSABLES**

Exhibit E-2 provides budget amounts for reimbursables such as shipping, reproductions, office supplies and non-professional services directly related to the completion of the work and which will be charged at the actual cost incurred. Budgeted amounts shown are estimates of the actual costs for reimbursables.

#### **SUPPLEMENT FOR ADDITIONAL CONSULTING SERVICES**

If mutually agreed upon by the CONTRACTING AGENCY and the CONSULTANT, this contract may be supplemented to include work not specifically addressed in sections above. This work may include additional design services and/or construction management services, both of which may include the use of existing or additional subconsultants.

**Exhibit B**  
**DBE Participation**

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N/A



# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

2015 Civil 3D Format

PNEZD Order

Survey points provided in .txt Format

Specifications and Contract Documents - WORD Format

#### **B. Roadway Design Files**

2015 Civil 3D Format

#### **C. Computer Aided Drafting Files**

2015 Civil 3D Format

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have access to product at all times. The typical 30/60/90/100 reviews will occur at a minimum.

E. Specify the Electronic Deliverables to Be Provided to the Agency

All existing files and project history will be provided by Agency to Consultant.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency will manage project and complete all aspects of project not provided by Consultant. Consultant will provide expertise and final product for permitting and design/CAD work.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email and FTP site

A. Agency Software Suite

Microsoft  
Civil 3D

B. Electronic Messaging System

MS Exchange

C. File Transfers Format

Varies

***Exhibit D***  
***Prime Consultant Cost Computations***

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See Attached Exhibit D

Agreement Number: 16-025-TRN-001



**CITY OF ANACORTES/RIECHHARDT AND EBE  
PROJECT TASK DESCRIPTION, 100% PS&E AND PERMITTING  
SHIP HARBOR AND SR20 SPUR INTERSECTION IMPROVEMENTS PROJECT  
EXHIBIT D**

RE = Reichhardt & Ebe  
COA = City of Anacortes

|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                             | Classification and Level |               |               |               |               |               |               |               |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                             | Engr. Level 7            | Engr. Level 6 | Engr. Level 4 | Engr. Level 3 | Tech. Level 6 | Tech. Level 5 | Tech. Level 4 | Cler. Level 4 |
| TASK A: SURVEY/BASE MAPPING                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
| A.1 Right-of-Way (Office Research)                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
| COA/RE                                                                            | A.1.1 Research existing utilities and utilizing the "One-Call" notification center.                                                                                                                                                                                                                                                                                                                                                         |                          |               |               | 2             |               |               | 2             |               |
| COA/RE                                                                            | A.1.2 Review and compile data using the existing As-built records for Water, Sewer, Storm and Streets                                                                                                                                                                                                                                                                                                                                       | 1                        | 2             | 4             | 8             |               |               | 4             |               |
| COA/RE                                                                            | A.1.3 Coordinate with each Franchised Utility as needed.                                                                                                                                                                                                                                                                                                                                                                                    | 1                        | 4             |               |               |               |               | 2             |               |
| RE                                                                                | A.1.4 Review record files for adjacent parcel ownership - retain copy for records.                                                                                                                                                                                                                                                                                                                                                          |                          |               |               |               |               |               |               |               |
|                                                                                   | A.1.4.A Dead Research                                                                                                                                                                                                                                                                                                                                                                                                                       |                          | 2             |               |               |               |               |               |               |
|                                                                                   | A.1.4.B Adj. Owner Research                                                                                                                                                                                                                                                                                                                                                                                                                 |                          | 2             |               |               |               |               |               |               |
|                                                                                   | A.1.4.C Record of Survey, Plat, Short Plat Research                                                                                                                                                                                                                                                                                                                                                                                         |                          | 1             |               |               |               |               | 4             |               |
|                                                                                   | A.1.4.D Complete section and plat breakdown                                                                                                                                                                                                                                                                                                                                                                                                 |                          | 1             |               |               |               |               |               |               |
| A.3 Utility Coordination                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
| COA                                                                               | A.3.1 Notifications                                                                                                                                                                                                                                                                                                                                                                                                                         | 1                        |               |               |               | 4             |               |               |               |
| COA/RE                                                                            | A.3.2 Obtain As-builts and compare to design locales                                                                                                                                                                                                                                                                                                                                                                                        |                          |               |               |               | 4             |               |               |               |
| RE                                                                                | A.3.2 Exhibits                                                                                                                                                                                                                                                                                                                                                                                                                              |                          | 2             |               |               |               |               | 4             |               |
| COA/RE                                                                            | A.3.3 Meetings                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |               |               |               |               |               |               |               |
|                                                                                   | A.3.3.A Utility Coordination Meeting In Burlington @ PSE                                                                                                                                                                                                                                                                                                                                                                                    | 4                        |               |               | 2             |               |               | 2             |               |
| A.4 Control Traverse (Field Research)                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | A.4.1 Research existing control monuments                                                                                                                                                                                                                                                                                                                                                                                                   |                          |               |               |               |               |               | 1             |               |
|                                                                                   | A.4.2 Establish a closed control traverse through existing monumentation                                                                                                                                                                                                                                                                                                                                                                    |                          |               |               |               |               |               | 1             |               |
|                                                                                   | A.4.3 Control Traverse calculation                                                                                                                                                                                                                                                                                                                                                                                                          |                          |               |               |               |               |               | 1             |               |
|                                                                                   | A.4.4 Calculate Section/Plat Breakdown                                                                                                                                                                                                                                                                                                                                                                                                      |                          |               |               |               |               |               | 1             |               |
| A.6 Topographic Survey                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | A.6.1 WSDOT approved Traffic Control Plan for Survey and Geotech work                                                                                                                                                                                                                                                                                                                                                                       | 1                        | 2             | 12            |               |               |               | 8             |               |
|                                                                                   | A.6.2 Call for Design Locates, Allow 48 hours for RCW before locales are complete.                                                                                                                                                                                                                                                                                                                                                          |                          |               |               |               | 4             |               | 2             |               |
|                                                                                   | A.6.3 Collect topographic information by field survey along identified project corridor and limits using electronic survey equipment.                                                                                                                                                                                                                                                                                                       |                          | 2             |               |               |               |               | 4             |               |
| A.7 Field Breakdown                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               | 2             |               |
| A.8 Note Reduction                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               | 1             |               |
| A.9 Drafting/AutoCad                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | A.9.1 Anaortes Prototype Drawing - ENG-PROTOTYPE.DWG                                                                                                                                                                                                                                                                                                                                                                                        |                          |               |               | 2             |               |               | 4             |               |
|                                                                                   | A.9.2 Anaortes Layering Standard - ENG-LAY-STND.XLS                                                                                                                                                                                                                                                                                                                                                                                         |                          |               |               | 4             |               |               | 8             |               |
|                                                                                   | Sub-Total Hours                                                                                                                                                                                                                                                                                                                                                                                                                             | 8                        | 18            | 20            | 28            | 0             | 63            | 0             | 2             |
|                                                                                   | Negotiated Hourly Rate                                                                                                                                                                                                                                                                                                                                                                                                                      | \$122.05                 | \$105.47      | \$85.69       | \$75.31       | \$109.07      | \$70.11       | \$67.62       | \$60.38       |
|                                                                                   | Sub-Total Task                                                                                                                                                                                                                                                                                                                                                                                                                              | \$976.40                 | \$1,916.44    | \$1,713.80    | \$1,567.08    | \$0.00        | \$3,715.02    | \$0.00        | \$120.75      |
|                                                                                   | Total Task                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |               |               |               |               |               | \$10,401.48   |
| TASK B: Design (To 30% Construction Plans)                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
| B.1 Preliminary Design/Drafting AutoCad                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | B.1.1 Anaortes Prototype Drawing - ENG-PROTOTYPE.DWG                                                                                                                                                                                                                                                                                                                                                                                        |                          |               | 2             |               |               |               | 2             |               |
|                                                                                   | B.1.2 Anaortes Layering Standard - ENG-LAY-STND.XLS                                                                                                                                                                                                                                                                                                                                                                                         |                          |               | 2             |               |               |               | 6             |               |
|                                                                                   | B.1.3 Design Meetings With Engineering Staff                                                                                                                                                                                                                                                                                                                                                                                                |                          |               |               |               |               |               |               |               |
|                                                                                   | B.1.3.1 Road Blocks                                                                                                                                                                                                                                                                                                                                                                                                                         | 2                        | 2             |               |               |               |               | 2             |               |
|                                                                                   | B.1.3.2 Overall needs and goals                                                                                                                                                                                                                                                                                                                                                                                                             | 2                        | 2             |               |               |               |               | 2             |               |
| B.2 Map and Exhibits                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          | 2             |               |               |               |               | 4             |               |
| B.3 Geotechnical                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | B.3.3 Field locate soil test holes.                                                                                                                                                                                                                                                                                                                                                                                                         |                          |               | 4             |               |               |               |               |               |
|                                                                                   | B.3.4 Attend site visit with Firm during testing.                                                                                                                                                                                                                                                                                                                                                                                           |                          |               | 3             |               |               |               |               |               |
|                                                                                   | B.3.5 Map soil test hole locations                                                                                                                                                                                                                                                                                                                                                                                                          |                          |               | 2             |               |               |               | 4             |               |
|                                                                                   | B.3.6 Review Geotechnical Report and apply recommendations to the plans.                                                                                                                                                                                                                                                                                                                                                                    |                          |               | 4             |               |               |               |               |               |
|                                                                                   | B.3.7 Design recommendations for pavement design, block walls, and foundation foundations.                                                                                                                                                                                                                                                                                                                                                  | 2                        | 4             | 16            |               |               |               | 4             |               |
| B.4 Drainage Design                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | B.4.1 Review current Storm Water Comprehensive Plan. Compile data for records.                                                                                                                                                                                                                                                                                                                                                              |                          |               | 8             |               |               |               |               |               |
|                                                                                   | B.4.2 Prepare a drainage design to the guidance of the 2005 DOE Storm Water Manual/WSDOT Runoff Manual.                                                                                                                                                                                                                                                                                                                                     |                          |               |               |               |               |               |               |               |
|                                                                                   | B.4.2.A Water Quality Design                                                                                                                                                                                                                                                                                                                                                                                                                | 2                        | 2             | 8             |               |               |               | 2             |               |
|                                                                                   | B.4.2.B Backwater analysis                                                                                                                                                                                                                                                                                                                                                                                                                  |                          | 2             | 8             |               |               |               | 2             |               |
|                                                                                   | B.4.3 Prepare a Large Parcel Storm Water Plan Report, per AMC Chapter 13.36.                                                                                                                                                                                                                                                                                                                                                                | 2                        |               | 24            |               |               |               | 2             |               |
| B.5 Drainage Review                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | B.5.1 Review Drainage Design for project.                                                                                                                                                                                                                                                                                                                                                                                                   | 2                        | 4             |               |               |               |               |               |               |
| B.6.A Preliminary Design If not a Survey/Plat/Short Plat/Boundary Line Adjustment |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | B.6.A.1 Prepare construction drawings for the roadway and utilities. The construction drawings will include plan and profile of the roadway, storm drainage, sanitary sewer, water, along with necessary construction details and notes. The grading plan and water will not include profiles or cross-sections. The drawing shall be done to an Engineer's Scale and printed off on 22"x34" format, showing the following minimum details: |                          |               |               |               |               |               |               |               |
|                                                                                   | Sheet 1 (C1): Title sheet, Vicinity Map, City Logo, index with not title block                                                                                                                                                                                                                                                                                                                                                              |                          |               |               | 2             |               |               | 4             |               |
|                                                                                   | Sheet 2 (C2): Technical (General) notes, Project legend (Symbols)                                                                                                                                                                                                                                                                                                                                                                           |                          |               |               | 2             |               |               | 2             |               |
|                                                                                   | Sheet 3 (C3): Site Plan, Survey, Topographic Survey                                                                                                                                                                                                                                                                                                                                                                                         |                          |               | 4             |               |               |               | 4             |               |
|                                                                                   | Sheet 4 (C4): Traffic Control Plan                                                                                                                                                                                                                                                                                                                                                                                                          | 2                        |               | 12            |               |               |               | 8             |               |
|                                                                                   | Sheet 5 (C5): Site Plan with Erosion and Sedimentation Plan                                                                                                                                                                                                                                                                                                                                                                                 |                          |               | 2             |               |               |               | 4             |               |
|                                                                                   | Sheet 6 (C6): Sewer Plan (Assume Not Upgrades; Prelim Conflict Resolution)                                                                                                                                                                                                                                                                                                                                                                  |                          |               | 6             |               |               |               | 4             |               |
|                                                                                   | Sheet 7 (C7): Storm Plan                                                                                                                                                                                                                                                                                                                                                                                                                    | 4                        |               | 12            |               |               |               | 8             |               |
|                                                                                   | Sheet 8 (C8): Water Plan (Assume Not Upgrades; Prelim Conflict Resolution)                                                                                                                                                                                                                                                                                                                                                                  |                          |               | 8             |               |               |               | 6             |               |
|                                                                                   | Sheet 9 (C9): Grading Plan (Place Holder - Not on 30% Plans)                                                                                                                                                                                                                                                                                                                                                                                |                          |               |               |               |               |               |               |               |
|                                                                                   | Sheet 10 (C10): Channelization and Illumination Plan (Place Holder - Not on 30% Plans)                                                                                                                                                                                                                                                                                                                                                      |                          |               |               |               |               |               |               |               |
|                                                                                   | Sheet 11 (C11): Permanent Signage Plan/General Signs Schedule (Place Holder - Not on 30% Plans)                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   | Sheet 12 (C12): Landscaping Plan/Site Restoration Plan (Place Holder - Not on 30% Plans)                                                                                                                                                                                                                                                                                                                                                    |                          |               |               |               |               |               |               |               |
|                                                                                   | Sheet 13 (D1): Detail Sheets (Construction Specific, COA and WSDOT Details)                                                                                                                                                                                                                                                                                                                                                                 | 1                        |               | 2             |               |               |               | 3             |               |
|                                                                                   | Sheet 14 (D2): Detail Sheets (Construction Specific, COA and WSDOT Details)                                                                                                                                                                                                                                                                                                                                                                 | 1                        |               | 2             |               |               |               | 3             |               |
| COA                                                                               | B.6.A.2 QA/QC                                                                                                                                                                                                                                                                                                                                                                                                                               | 2                        |               |               |               |               |               | 2             |               |
| B.7 Preliminary Review                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
| B.8 Maps and Exhibits                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               | 4             |               |               |               | 6             |               |
| B.9 Utility Coordination                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |               |               |               |               |               |               |               |
| COA/RE                                                                            | B.9.1 Notifications                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |               | 2             |               |               |               | 2             |               |
| RE                                                                                | B.9.2 Exhibits                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |               | 2             |               |               |               | 6             |               |
| COA/RE                                                                            | B.9.3 Meetings                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |               |               |               |               |               |               |               |
|                                                                                   | B.9.3.A Utility Coordination Meeting In Burlington @ PSE                                                                                                                                                                                                                                                                                                                                                                                    | 4                        |               |               |               |               |               | 2             |               |
| COA                                                                               | B.9.4 Communication to Construction                                                                                                                                                                                                                                                                                                                                                                                                         | 2                        |               | 8             |               |               |               | 4             |               |

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C.16 Illumination Plan

|        |                                            |   |  |   |  |   |  |  |
|--------|--------------------------------------------|---|--|---|--|---|--|--|
| COAIRE | C.15.1 Coordinate Design with PSE/WSJDOT   | 2 |  | 6 |  | 4 |  |  |
| RE     | C.15.2 Implement layout into project plans |   |  | 2 |  | 4 |  |  |

C.16 Landscaping and Restoration Plan

|    |                                                     |  |  |   |  |   |  |  |
|----|-----------------------------------------------------|--|--|---|--|---|--|--|
| RE | C.16 Des. Ovg. Coordination with Contracting Agency |  |  | 2 |  | 4 |  |  |
|----|-----------------------------------------------------|--|--|---|--|---|--|--|

|    |                     |  |  |   |  |  |  |  |
|----|---------------------|--|--|---|--|--|--|--|
| RE | C.17 PS&E Submittal |  |  | 2 |  |  |  |  |
|----|---------------------|--|--|---|--|--|--|--|

|     |                                 |  |  |   |  |  |  |  |
|-----|---------------------------------|--|--|---|--|--|--|--|
| COA | C.16 QA/QC Review by City Staff |  |  | 2 |  |  |  |  |
|-----|---------------------------------|--|--|---|--|--|--|--|

|    |                                                  |  |  |   |  |   |  |  |
|----|--------------------------------------------------|--|--|---|--|---|--|--|
| RE | C.19 Review Staff Comments and Revision of Plans |  |  | 2 |  | 6 |  |  |
|----|--------------------------------------------------|--|--|---|--|---|--|--|

C.20 Utility Coordination

|     |                      |  |  |  |  |  |  |  |
|-----|----------------------|--|--|--|--|--|--|--|
| COA | C.20.1 Notifications |  |  |  |  |  |  |  |
|-----|----------------------|--|--|--|--|--|--|--|

|    |                 |   |  |   |  |   |  |   |
|----|-----------------|---|--|---|--|---|--|---|
| RE | C.20.2 Exhibits | 1 |  | 4 |  | 6 |  | 2 |
|----|-----------------|---|--|---|--|---|--|---|

|     |                 |  |  |  |  |  |  |  |
|-----|-----------------|--|--|--|--|--|--|--|
| COA | C.20.3 Meetings |  |  |  |  |  |  |  |
|-----|-----------------|--|--|--|--|--|--|--|

|  |                                                    |   |  |  |  |   |  |  |
|--|----------------------------------------------------|---|--|--|--|---|--|--|
|  | C.20.3.A Utility Coord Meeting in Burlington @ PSE | 4 |  |  |  | 2 |  |  |
|--|----------------------------------------------------|---|--|--|--|---|--|--|

|     |                                      |  |  |   |  |   |  |   |
|-----|--------------------------------------|--|--|---|--|---|--|---|
| COA | C.20.4 Communication to Construction |  |  | 8 |  | 6 |  | 2 |
|-----|--------------------------------------|--|--|---|--|---|--|---|

|                 |  |    |    |     |    |   |     |   |    |
|-----------------|--|----|----|-----|----|---|-----|---|----|
| Sub-Total Hours |  | 40 | 28 | 197 | 32 | 6 | 224 | 0 | 12 |
|-----------------|--|----|----|-----|----|---|-----|---|----|

|                        |  |          |          |         |         |          |         |         |         |
|------------------------|--|----------|----------|---------|---------|----------|---------|---------|---------|
| Negotiated Hourly Rate |  | \$122.05 | \$106.47 | \$55.69 | \$75.31 | \$109.07 | \$70.11 | \$67.52 | \$60.30 |
|------------------------|--|----------|----------|---------|---------|----------|---------|---------|---------|

|                |  |            |            |             |            |          |             |        |          |
|----------------|--|------------|------------|-------------|------------|----------|-------------|--------|----------|
| Sub-Total Task |  | \$4,881.98 | \$2,981.13 | \$16,851.20 | \$2,409.83 | \$672.52 | \$15,705.45 | \$0.00 | \$724.51 |
|----------------|--|------------|------------|-------------|------------|----------|-------------|--------|----------|

|            |  |  |  |  |  |  |  |  |             |
|------------|--|--|--|--|--|--|--|--|-------------|
| Total Task |  |  |  |  |  |  |  |  | \$41,457.22 |
|------------|--|--|--|--|--|--|--|--|-------------|

TASK D: PROJECT COST ANALYSIS (100%)

D.1 Quantity/Material List - Based on WSDOT Item Payment (Times)

|        |                                                       |   |  |   |  |  |  |  |   |
|--------|-------------------------------------------------------|---|--|---|--|--|--|--|---|
| COAIRE | D.1.1 Identify Bid Item Assumptions and Contingencies | 2 |  | 4 |  |  |  |  | 2 |
|--------|-------------------------------------------------------|---|--|---|--|--|--|--|---|

|        |                                                                  |  |  |   |  |  |  |  |   |
|--------|------------------------------------------------------------------|--|--|---|--|--|--|--|---|
| COAIRE | D.1.2 Coord Bid Items with Agency to Assure Match Specifications |  |  | 4 |  |  |  |  | 2 |
|--------|------------------------------------------------------------------|--|--|---|--|--|--|--|---|

D.2 Engineer's Estimate

|        |                                                       |   |  |    |   |  |  |  |   |
|--------|-------------------------------------------------------|---|--|----|---|--|--|--|---|
| COAIRE | D.2.1 Unit Bid Items (Cost Based on COA/R&E Projects) | 2 |  | 10 | 4 |  |  |  | 2 |
|--------|-------------------------------------------------------|---|--|----|---|--|--|--|---|

|        |                           |   |  |   |  |  |  |  |   |
|--------|---------------------------|---|--|---|--|--|--|--|---|
| COAIRE | D.2.2 Engineer's Estimate | 2 |  | 4 |  |  |  |  | 2 |
|--------|---------------------------|---|--|---|--|--|--|--|---|

|     |                                      |  |  |   |  |  |  |  |   |
|-----|--------------------------------------|--|--|---|--|--|--|--|---|
| COA | D.3 QA/QC By City of Anacortes Staff |  |  | 4 |  |  |  |  | 2 |
|-----|--------------------------------------|--|--|---|--|--|--|--|---|

|                 |  |   |   |    |   |   |   |   |    |
|-----------------|--|---|---|----|---|---|---|---|----|
| Sub-Total Hours |  | 6 | 0 | 26 | 4 | 0 | 0 | 0 | 10 |
|-----------------|--|---|---|----|---|---|---|---|----|

|                        |  |          |          |         |         |          |         |         |         |
|------------------------|--|----------|----------|---------|---------|----------|---------|---------|---------|
| Negotiated Hourly Rate |  | \$122.05 | \$106.47 | \$55.69 | \$75.31 | \$109.07 | \$70.11 | \$67.52 | \$60.30 |
|------------------------|--|----------|----------|---------|---------|----------|---------|---------|---------|

|                |  |          |        |            |          |        |        |        |          |
|----------------|--|----------|--------|------------|----------|--------|--------|--------|----------|
| Sub-Total Task |  | \$732.30 | \$0.00 | \$2,228.05 | \$301.23 | \$0.00 | \$0.00 | \$0.00 | \$603.76 |
|----------------|--|----------|--------|------------|----------|--------|--------|--------|----------|

|            |  |  |  |  |  |  |  |  |            |
|------------|--|--|--|--|--|--|--|--|------------|
| Total Task |  |  |  |  |  |  |  |  | \$3,865.34 |
|------------|--|--|--|--|--|--|--|--|------------|

TASK E: PROJECT SPECIFICATIONS

E.1 Supplement to the Standard Specifications (SSPs)

|     |                                                         |   |  |    |  |  |  |  |   |
|-----|---------------------------------------------------------|---|--|----|--|--|--|--|---|
| COA | E.1.1 Prepare Project Specific Technical Specifications | 6 |  | 24 |  |  |  |  | 8 |
|-----|---------------------------------------------------------|---|--|----|--|--|--|--|---|

|     |                                                          |  |  |   |  |  |  |  |   |
|-----|----------------------------------------------------------|--|--|---|--|--|--|--|---|
| COA | E.1.2 Coordinate with WSDOT HLP for Division 1 Checklist |  |  | 6 |  |  |  |  | 2 |
|-----|----------------------------------------------------------|--|--|---|--|--|--|--|---|

|    |                                                          |  |  |   |  |  |  |  |   |
|----|----------------------------------------------------------|--|--|---|--|--|--|--|---|
| RE | E.2 Review/QA/QC COA Prepared Project Special Provisions |  |  | 6 |  |  |  |  | 4 |
|----|----------------------------------------------------------|--|--|---|--|--|--|--|---|

|                 |  |   |   |    |   |   |   |   |    |
|-----------------|--|---|---|----|---|---|---|---|----|
| Sub-Total Hours |  | 6 | 0 | 36 | 0 | 0 | 0 | 0 | 14 |
|-----------------|--|---|---|----|---|---|---|---|----|

|                        |  |          |          |         |         |          |         |         |         |
|------------------------|--|----------|----------|---------|---------|----------|---------|---------|---------|
| Negotiated Hourly Rate |  | \$122.05 | \$106.47 | \$55.69 | \$75.31 | \$109.07 | \$70.11 | \$67.52 | \$60.30 |
|------------------------|--|----------|----------|---------|---------|----------|---------|---------|---------|

|                |  |          |        |            |        |        |        |        |          |
|----------------|--|----------|--------|------------|--------|--------|--------|--------|----------|
| Sub-Total Task |  | \$732.30 | \$0.00 | \$3,085.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$845.28 |
|----------------|--|----------|--------|------------|--------|--------|--------|--------|----------|

|            |  |  |  |  |  |  |  |  |            |
|------------|--|--|--|--|--|--|--|--|------------|
| Total Task |  |  |  |  |  |  |  |  | \$4,662.55 |
|------------|--|--|--|--|--|--|--|--|------------|

|             |  |     |    |     |    |   |     |   |    |
|-------------|--|-----|----|-----|----|---|-----|---|----|
| TOTAL HOURS |  | 107 | 64 | 455 | 68 | 8 | 404 | 0 | 47 |
|-------------|--|-----|----|-----|----|---|-----|---|----|

|                    |  |         |         |         |         |         |         |         |         |
|--------------------|--|---------|---------|---------|---------|---------|---------|---------|---------|
| Direct Salary Cost |  | \$47.00 | \$41.00 | \$33.00 | \$29.00 | \$42.00 | \$27.00 | \$26.00 | \$23.25 |
|--------------------|--|---------|---------|---------|---------|---------|---------|---------|---------|

|              |  |         |         |         |         |         |         |         |         |
|--------------|--|---------|---------|---------|---------|---------|---------|---------|---------|
| OH @ 129.68% |  | \$99.95 | \$53.17 | \$42.79 | \$37.61 | \$54.47 | \$35.01 | \$33.72 | \$30.15 |
|--------------|--|---------|---------|---------|---------|---------|---------|---------|---------|

|                    |  |         |         |        |        |         |        |        |        |
|--------------------|--|---------|---------|--------|--------|---------|--------|--------|--------|
| Fixed Fee @ 30.00% |  | \$14.10 | \$12.30 | \$9.90 | \$8.70 | \$12.60 | \$6.10 | \$7.80 | \$6.98 |
|--------------------|--|---------|---------|--------|--------|---------|--------|--------|--------|

|                        |  |          |          |         |         |          |         |         |         |
|------------------------|--|----------|----------|---------|---------|----------|---------|---------|---------|
| NEGOTIATED HOURLY RATE |  | \$122.05 | \$106.47 | \$55.69 | \$75.31 | \$109.07 | \$70.11 | \$67.52 | \$60.30 |
|------------------------|--|----------|----------|---------|---------|----------|---------|---------|---------|

|           |  |             |            |             |            |          |             |        |            |
|-----------|--|-------------|------------|-------------|------------|----------|-------------|--------|------------|
| Sub-Total |  | \$13,058.31 | \$6,814.00 | \$38,990.95 | \$4,970.28 | \$672.52 | \$28,325.89 | \$0.00 | \$2,837.65 |
|-----------|--|-------------|------------|-------------|------------|----------|-------------|--------|------------|

|                     |  |  |  |  |  |  |  |  |             |
|---------------------|--|--|--|--|--|--|--|--|-------------|
| Sub-Total All Tasks |  |  |  |  |  |  |  |  | \$95,870.61 |
|---------------------|--|--|--|--|--|--|--|--|-------------|

SUBCONSULTANTS

|                                                                   |  |  |  |  |  |  |  |  |              |
|-------------------------------------------------------------------|--|--|--|--|--|--|--|--|--------------|
| Roundabout Design - Herran Traffic Engineering (HTE), Exhibit G-1 |  |  |  |  |  |  |  |  | \$ 69,851.80 |
|-------------------------------------------------------------------|--|--|--|--|--|--|--|--|--------------|

|                                                          |  |  |  |  |  |  |  |  |             |
|----------------------------------------------------------|--|--|--|--|--|--|--|--|-------------|
| Environmental Permit - Widenar & Associates, Exhibit G-2 |  |  |  |  |  |  |  |  | \$ 6,359.00 |
|----------------------------------------------------------|--|--|--|--|--|--|--|--|-------------|

|                                                       |  |  |  |  |  |  |  |  |              |
|-------------------------------------------------------|--|--|--|--|--|--|--|--|--------------|
| Survey - Larry Steele & Associates, Inc., Exhibit G-3 |  |  |  |  |  |  |  |  | \$ 21,977.48 |
|-------------------------------------------------------|--|--|--|--|--|--|--|--|--------------|

|                                                         |  |  |  |  |  |  |  |  |              |
|---------------------------------------------------------|--|--|--|--|--|--|--|--|--------------|
| Material Testing/Roadway Botings - GeoTest, Exhibit G-4 |  |  |  |  |  |  |  |  | \$ 12,447.76 |
|---------------------------------------------------------|--|--|--|--|--|--|--|--|--------------|

|                          |  |  |  |  |  |  |  |  |               |
|--------------------------|--|--|--|--|--|--|--|--|---------------|
| Sub-Total Subconsultants |  |  |  |  |  |  |  |  | \$ 103,645.03 |
|--------------------------|--|--|--|--|--|--|--|--|---------------|

REIMBURSABLES

|              |       |   |              |  |  |  |  |  |          |
|--------------|-------|---|--------------|--|--|--|--|--|----------|
| Reproduction | 3,000 | @ | \$0.10 /each |  |  |  |  |  | \$300.00 |
|--------------|-------|---|--------------|--|--|--|--|--|----------|

|                 |  |  |  |  |  |  |  |  |          |
|-----------------|--|--|--|--|--|--|--|--|----------|
| Office Supplies |  |  |  |  |  |  |  |  | \$245.00 |
|-----------------|--|--|--|--|--|--|--|--|----------|

|                       |  |  |  |  |  |  |  |  |         |
|-----------------------|--|--|--|--|--|--|--|--|---------|
| Shipping and Delivery |  |  |  |  |  |  |  |  | \$50.00 |
|-----------------------|--|--|--|--|--|--|--|--|---------|

|                         |  |  |  |  |  |  |  |  |          |
|-------------------------|--|--|--|--|--|--|--|--|----------|
| Sub-Total Reimbursables |  |  |  |  |  |  |  |  | \$595.00 |
|-------------------------|--|--|--|--|--|--|--|--|----------|

GRAND TOTAL

\$205,111.64



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 12, 2016

Reichhardt & Ebe Engineering, Inc.  
P.O. Box 978  
Lynden, WA 98264

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review Correction

Dear Mr. Dale Buys:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 129.68%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- ☐ WSDOT Agreements
- ☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

Reichhardt & Ebe Engineering, Inc.  
FAR/WADOT Overhead Rate Calculation  
December 31, 2015

|                                        | Ref   | Financial<br>Statement<br>Amount | R&E, Inc<br>Adjustments | WSDOT<br>Adjustments | WSDOT<br>Accepted<br>Amount | Current % |
|----------------------------------------|-------|----------------------------------|-------------------------|----------------------|-----------------------------|-----------|
| Direct Labor Base                      |       |                                  |                         |                      |                             |           |
| Job Labor Costs                        | K     | \$ 893,002                       | \$ 1,548                | \$ -                 | \$ 894,550                  |           |
| Fringe Benefits                        |       |                                  |                         |                      |                             |           |
| Medical R&E Group                      |       | 210,635                          | -                       | -                    | 210,635                     | 23.55%    |
| Payroll Tax Expense                    |       | 132,701                          | -                       | -                    | 132,701                     | 14.63%    |
| Vacat/Holiday/Personal Wages           |       | 78,094                           | -                       | -                    | 78,094                      | 8.73%     |
| Simple IRA-Company Contribution        |       | 27,995                           | -                       | -                    | 27,995                      | 3.13%     |
| Moving Reimbursement                   |       | 702                              | -                       | -                    | 702                         | 0.08%     |
| Employee Benefits - Other              |       | -                                | -                       | -                    | -                           | 0.00%     |
| Total Fringe Benefits                  |       | \$ 450,127                       | \$ -                    | \$ -                 | \$ 450,127                  | 50.32%    |
| Job SubConsultant Costs                | A     | \$ 703,557                       | \$ (703,557)            | \$ -                 | \$ -                        | 0.00%     |
| Employee Bonus                         |       | 217,250                          | -                       | -                    | 217,250                     | 24.20%    |
| Reimbursable Job Costs                 | A     | 140,567                          | (140,567)               | -                    | -                           | 0.00%     |
| Admin/General Wages                    |       | 123,708                          | -                       | -                    | 123,708                     | 13.83%    |
| Rent                                   | G     | 100,800                          | (57,981)                | -                    | 42,819                      | 4.79%     |
| SOQ Wages                              |       | 49,800                           | -                       | -                    | 49,800                      | 5.57%     |
| B&Q Taxes-WA & Bham                    |       | 46,880                           | -                       | -                    | 46,880                      | 5.24%     |
| Depreciation                           | M     | 41,668                           | -                       | -                    | 41,668                      | 4.66%     |
| Business, Property, Bond Ins           |       | 41,448                           | -                       | -                    | 41,448                      | 4.63%     |
| Telephone-Cell Phone-Internet          |       | 26,485                           | -                       | -                    | 26,485                      | 2.96%     |
| Computer R&M, Upgrade, Consult - Other |       | 24,201                           | -                       | -                    | 24,201                      | 2.71%     |
| A/R Bad Debt                           | C     | 23,550                           | (23,550)                | -                    | -                           | 0.00%     |
| Subscriptions/Publications             |       | 16,387                           | -                       | -                    | 16,387                      | 1.83%     |
| Automobile Expenses % DOT              | J     | 14,986                           | (6,804)                 | -                    | 8,182                       | 0.91%     |
| Professional Fees                      |       | 13,403                           | -                       | -                    | 13,403                      | 1.50%     |
| Office Supplies                        |       | 12,448                           | -                       | -                    | 12,448                      | 1.39%     |
| Utilities                              |       | 11,263                           | -                       | -                    | 11,263                      | 1.26%     |
| Automobile Ins                         | J     | 8,796                            | (3,994)                 | -                    | 4,802                       | 0.54%     |
| Janitorial & Cleaning Supplies         |       | 8,314                            | -                       | -                    | 8,314                       | 0.93%     |
| Interest Expense - N/A DOT             | F     | 7,931                            | (7,931)                 | -                    | -                           | 0.00%     |
| Property Tax Expense                   |       | 7,324                            | -                       | -                    | 7,324                       | 0.82%     |
| Marketing Wages N/A DOT                | B     | 6,895                            | (6,895)                 | -                    | -                           | 0.00%     |
| Meals & Entertain N/A DOT              | K & E | 5,168                            | (5,168)                 | -                    | -                           | 0.00%     |
| Parking                                |       | 3,682                            | -                       | -                    | 3,682                       | 0.41%     |
| Donations - Other                      | D     | 3,065                            | (3,065)                 | -                    | -                           | 0.00%     |
| Gifts - N/A DOT                        | H     | 2,539                            | (2,539)                 | -                    | -                           | 0.00%     |
| Dues-DOT allowed                       |       | 2,441                            | -                       | -                    | 2,441                       | 0.27%     |
| Seminars/Cont Ed                       |       | 2,188                            | -                       | -                    | 2,188                       | 0.24%     |
| N/B Job Labor Costs                    | I     | 1,548                            | (1,548)                 | -                    | -                           | 0.00%     |
| Advertising/Marketing - N/A DOT        | B     | 1,520                            | (1,520)                 | -                    | -                           | 0.00%     |
| Licenses and Permits                   |       | 1,346                            | -                       | -                    | 1,346                       | 0.15%     |
| Employee Recruitment Advert            |       | 1,242                            | -                       | -                    | 1,242                       | 0.14%     |
| Field Supplies & Expenses              |       | 852                              | -                       | -                    | 852                         | 0.10%     |
| Office R&M (Building)                  |       | 803                              | -                       | -                    | 803                         | 0.09%     |
| Office Expenses - Other                |       | 440                              | -                       | -                    | 440                         | 0.05%     |
| Office Furniture under \$350           |       | 435                              | -                       | -                    | 435                         | 0.05%     |
| Dues-N/A DOT                           | M     | 421                              | (421)                   | -                    | -                           | 0.00%     |
| Charitable Contributions               | O     | 339                              | (339)                   | -                    | -                           | 0.00%     |
| Bank Fees/Service chgs                 |       | 147                              | -                       | -                    | 147                         | 0.02%     |
| Political Contrib - N/A DOT            | L     | 55                               | (55)                    | -                    | -                           | 0.00%     |
| Miscellaneous Expense                  |       | 29                               | -                       | -                    | 29                          | 0.00%     |
| (Gain) / loss on fixed asset           |       | -                                | -                       | -                    | -                           | 0.00%     |
| Meals & Entertain DOT allowed          |       | -                                | -                       | -                    | -                           | 0.00%     |
| Travel Expense                         |       | -                                | -                       | -                    | -                           | 0.00%     |
| Job Related Costs - Other              |       | -                                | -                       | -                    | -                           | 0.00%     |
| Total General Overhead                 |       | 1,675,901                        | (965,934)               | -                    | 709,967                     | 79.37%    |
| Total Overhead Costs                   |       | \$ 2,420,028                     | \$ (965,934)            | -                    | \$ 1,454,094                | 129.68%   |



Reichhardt & Elbe Adjustments

- A Direct costs on other projects unallowable in overhead per 48 CFR 31.202(a).
- B Public relations and advertising unallowable per 48 CFR 31.205-1. (direct proposal costs are allowed)
- C Bad debts, including actual or estimated losses arising from uncollectible accounts receivable are unallowable per FAR 31.205-3
- D Contributions unallowable per 48 CFR 31.205-01.
- E Entertainment unallowable per 48 CFR 31.205-14. Costs of alcoholic beverages unallowable per 48 CFR 31.205-51
- F Interest unallowable per 48 CFR 31.205-20.
- G Common control rent adjustments per 48 CFR 31.205-36(h)(3).
- H Gifts unallowable per 48 CFR 31.205-13(b)
- I Reclass labor non billable jobs as direct
- J Personal auto use charge unallowable per 48 FAR 31.205-6(n)(2).
- K Entertainment (meals) unallowable - 48 CFR 31.205-14
- L Lobbying and political activity costs unallowable per 48 CFR 31.205-22
- M Duos unallowable per 48 CFR 31.205-14

## Exhibit D-2

Consultant Fee Determination - Summary Sheet  
(Negotiated Rates of Pay)  
Fee Schedule

| Discipline or Job Title |                            | Hourly Rate | Overhead | Profit | Rate per Hour |
|-------------------------|----------------------------|-------------|----------|--------|---------------|
|                         |                            |             | 129.68%  | 30%    |               |
| <b>Engineer</b>         |                            |             |          |        |               |
| E-I                     | Project Engineer           | 22.25       | 28.85    | 6.68   | 57.78         |
| E-II                    | Project Engineer           | 25.50       | 33.07    | 7.65   | 66.22         |
| E-III                   | Project Engineer           | 29.00       | 37.61    | 8.70   | 75.31         |
| E-IV                    | Project Engineer           | 33.00       | 42.79    | 9.90   | 85.69         |
| E-V                     | Project Engineer           | 37.00       | 47.98    | 11.10  | 96.08         |
| E-VI                    | Project Engineer           | 41.00       | 53.17    | 12.30  | 106.47        |
| E-VII                   | Project Manager            | 46.50       | 60.30    | 13.95  | 120.75        |
| E-VII                   | Principal, Senior Engineer | 47.00       | 60.95    | 14.10  | 122.05        |
| <b>Technical/CAD</b>    |                            |             |          |        |               |
| T-I                     | Intern                     | 15.00       | 19.45    | 4.50   | 38.95         |
| T-II                    | Technical/CAD              | 19.00       | 24.64    | 5.70   | 49.34         |
| T-III                   | Technical/CAD              | 22.00       | 28.53    | 6.60   | 57.13         |
| T-IV - INS              | Inspector                  | 26.00       | 33.72    | 7.80   | 67.52         |
| T-IV - CAD              | CAD Technician             | 26.00       | 33.72    | 7.80   | 67.52         |
| T-IV - CA               | Contract Administrator     | 24.75       | 32.10    | 7.43   | 64.27         |
| T-V                     | Technical/CAD              | 27.00       | 35.01    | 8.10   | 70.11         |
| T-VI                    | Inspector                  | 42.00       | 54.47    | 12.60  | 109.07        |
| <b>Clerical</b>         |                            |             |          |        |               |
| C-I                     | Clerical                   | 11.75       | 15.24    | 3.53   | 30.51         |
| C-II                    | Clerical                   | 15.00       | 19.45    | 4.50   | 38.95         |
| C-III                   | Clerical                   | 18.00       | 23.34    | 5.40   | 46.74         |
| C-IV                    | Clerical                   | 23.25       | 30.15    | 6.98   | 60.38         |

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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~~There isn't any sub-consultant participation at this time.~~ The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Herman Traffic Engineering - See attached Exhibit G-1  
Roundabout Design

Widener and Associates - See attached Exhibit G-2  
Environmental Permit

Larry Steele and Associates, Inc. - See attached Exhibit G-3  
Survey

GeoTest Services, Inc. - See Attached Exhibit G-4  
Materials Testing/Roadway Borings

**EXHIBIT**

**G-1**

**Herman Traffic Engineering**

**EXHIBIT B**  
**WORK HOUR & FEE ESTIMATE**  
**HERMAN TRAFFIC ENGINEERING**

**SHIP HARBOR BLVD. AT SR 20 SPUR INTERSECTION IMPROVEMENTS**  
**CITY OF ANACORTES**

| SCOPE OF WORK ITEM            |                                                | HOURS                            |                        |
|-------------------------------|------------------------------------------------|----------------------------------|------------------------|
|                               |                                                | Robert M. Herman, P.E., P.T.O.E. |                        |
| Project Administration        |                                                |                                  |                        |
| A.1.                          | Telephone, Email and Fax Correspondence        | 20                               |                        |
| A.2.                          | Monthly Invoices and Progress Reports          | 10                               | 30                     |
| Intersection Control Analysis |                                                |                                  |                        |
| B.1.                          | Field Investigation                            | 6                                |                        |
| B.2.                          | Review Traffic Volumes by Others               | 2                                |                        |
| B.3.                          | Design Vehicle Determination                   | 2                                |                        |
| B.4.                          | Assess Modal Priorities                        | 2                                |                        |
| B.5.                          | 10% Conceptual Alternatives                    | 50                               |                        |
| B.6.                          | Autoturn Analysis                              | 8                                |                        |
| B.7.                          | Synchro/Simtraffic                             | 4                                |                        |
| B.8.                          | Sidra                                          | 4                                |                        |
| B.9.                          | Crash History                                  | 6                                |                        |
| B.10.                         | Signal Warrants                                | 4                                |                        |
| B.11.                         | Environmental Impacts                          | 4                                |                        |
| B.12.                         | 10% Opinions of Cost                           | 6                                |                        |
| B.13.                         | Pros/Cons                                      | 4                                |                        |
| B.14.                         | Preferred Alternative                          | 2                                |                        |
| B.15.                         | Draft Technical Memo                           | 20                               |                        |
| B.16.                         | Final Technical Memo                           | 8                                | 132                    |
| Public Involvement            |                                                |                                  |                        |
| C.1.                          | CADD Files for Post Boards                     | 10                               |                        |
| C.2.                          | Open House                                     | 10                               |                        |
| C.3.                          | PowerPoint                                     | 16                               |                        |
| C.4.                          | Council Meeting                                | 10                               | 46                     |
| Roundabout PS&E               |                                                |                                  |                        |
| D.1.                          | RAB Refinements                                | 20                               |                        |
| D.2.                          | Autoturn Analysis/Refine                       | 6                                |                        |
| D.3.                          | Travel Path Speeds/Refine                      | 6                                |                        |
| D.4.                          | Non-Motorized Facilities                       | 6                                |                        |
| D.5.                          | Analyze Sight Distances                        | 6                                |                        |
| D.6.                          | Transmit to R&E                                | 2                                |                        |
| D.7.                          | Civil Issues Resolution                        | 8                                |                        |
| D.8.                          | Right of Way Needs                             | 4                                |                        |
| D.9.                          | RAB Design Criteria                            | 6                                |                        |
| D.10.                         | Channelization Plan for Approval               | 32                               |                        |
| D.11.                         | Preliminary Pavement Marking Plans             | 24                               |                        |
| D.12.                         | Preliminary Traffic Signing Plans              | 24                               |                        |
| D.13.                         | Illumination Calculations                      | 16                               |                        |
| D.14.                         | Preliminary Illumination Plans                 | 20                               |                        |
| D.15.                         | Preliminary Detail Sheets                      | 6                                |                        |
| D.16.                         | Technical Special Provisions                   | 8                                |                        |
| D.17.                         | Opinion of Cost                                | 8                                |                        |
| D.18.                         | Transmit Plans to R&E for City/WSDOT Review    | 2                                |                        |
| D.19.                         | Address Comments and Resubmit                  | 8                                |                        |
| D.20.                         | Address Additional Comments/Transmit Bid-Ready | 8                                | 214                    |
| Total Hours                   |                                                | 430.0                            |                        |
|                               |                                                | Quantity                         | Rate                   |
| Direct Salary Cost            |                                                | 430.0                            | \$ 138.46 \$ 59,537.80 |
| Mileage                       |                                                | 600                              | \$ 0.540 \$ 324.00     |
|                               |                                                | Grand Total \$ 59,861.80         |                        |





**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6368  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 23, 2016

Robert Herman, Owner  
Herman Traffic Engineering  
15324 SE 133<sup>rd</sup> Ct  
Renton WA 98059-6711

Re: Herman Traffic Engineering  
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Herman:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Herman Traffic Engineering, in December, 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Herman Traffic Engineering opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Herman Traffic Engineering.

Herman Traffic Engineering has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to June 30, 2017. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Schatzie Harvey  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File



15324 SE 133<sup>rd</sup> Ct.  
Renton, WA 98059  
425-277-1740 tel.  
425-277-5718 fax

## RATE SCHEDULE

Robert M. Herman, P.E., P.T.O.E. dba  
**HERMAN TRAFFIC ENGINEERING**

15324 SE 133<sup>rd</sup> Ct.  
Renton, Washington 98059  
425-277-1740 telephone  
425-277-5718 facsimile  
hte@comcast.net

| Job Classification                  | Direct Labor<br>Rate (NTE) | Overhead<br>at 110% | Profit at 30%<br>Fixed Fee | All-Inclusive<br>Billing Rate |
|-------------------------------------|----------------------------|---------------------|----------------------------|-------------------------------|
| Principal-in-Charge/Project Manager | \$57.69                    | \$63.46             | \$17.31                    | \$138.46                      |



## **EXHIBIT A**

### **HERMAN TRAFFIC ENGINEERING**

#### **SCOPE OF WORK**

#### **SHIP HARBOR BLVD. AT SR 20 SPUR INTERSECTION IMPROVEMENTS**

#### **CITY OF ANACORTES**

##### **I. INTRODUCTION**

The purpose of the following Scope of Work is to provide professional traffic engineering consulting services to prepare PS&E for roundabout improvements to the SR 20/Ship Harbor Blvd./Glasgow Way intersection in the City of Anacortes. Prior to preparation of the PS&E an Intersection Control Analysis (ICA) will be prepared to evaluate alternative improvements such as signalization and roundabout to ensure the roundabout is the best alternative. Herman Traffic Engineering (HTE) will be a subconsultant to Reichhardt & Ebe Engineering, Inc. (R&E). The primary tasks included in this Scope of Work are:

- **Project Administration:** Project stakeholder coordination, invoicing, progress reports, etc.
- **ICA:** Develop 10% conceptual layouts for each alternative. Conduct level of service (LOS) and queuing analyses for the alternatives based on existing and projected conditions. Review the intersection crash history. Check traffic signal warrants. Discuss advantages and disadvantages of each alternative. Recommend preferred alternative.
- **Public Involvement:** One public open house and one City Council presentation.
- **Design:** Develop 100% PS&E design assuming Federal funds will be used for construction.

##### **II. ASSUMPTIONS**

- R&E will provide acceptable Autocad base maps for HTE's use in designing the traffic systems.
- All project surveying and the general civil engineering design of the intersection grading, paving, drainage, environmental analysis, permitting, utilities, right of way acquisition, temporary traffic control and construction staging will be provided by R&E. HTE will provide assistance for the right of way acquisition and construction staging tasks, but plan production for these items will be by R&E.
- All plotting of HTE plan sheets and submittals will be performed by R&E.
- All public involvement exhibits will be produced by R&E based on CADD files provided by HTE.
- A geotechnical engineer will provide HTE with allowable lateral soil bearing pressure information for each new light standard foundation to be installed.



- This Scope of Work does not include any traffic volume data collection. PM peak period traffic volume counts will be provided by others. It is assumed that the PM peak hour is the critical peak hour. Therefore no AM peak period data collection is needed.
- All traffic volume projections will be provided by others.
- Roundabout will have a single circulating lane. Design of a multi-lane roundabout is not included in this Scope of Work.
- The roundabout will be designed to current WSDOT and FHWA standards. Reference standards documents include Chapter 1320 of the WSDOT Design Manual, Public Rights-of-Way Accessibility Guidelines (PROWAG), and Roundabouts: An Informational Guide, Second Edition (NCHRP Report 672) by FHWA.
- Construction staging for this roundabout construction can be accomplished without a temporary traffic signal. Temporary traffic signal design is not part of this Scope of Work.
- Preparation of the Transportation section of the Environmental Impact Statement (if required) will be prepared by others. HTE's support for any environmental documentation effort is not included in this Scope of Work.
- This Scope of Work does not include construction engineering support services, construction inspection, materials testing or any other post-design services.

### **III. SCOPE OF WORK**

#### **A. Project Administration**

1. Coordinate with the project team, City staff, WSDOT and other stakeholders throughout the project.
2. Prepare and submit monthly invoices and progress reports to R&E.

#### **B. Intersection Control Analysis (ICA)**

1. Conduct a field investigation of the subject intersection and vicinity.
2. Review existing and projected traffic volumes provided by others.
3. Determine the mainline and side street design vehicles.
4. Assess modal priorities (i.e., motor vehicles, bicycles, pedestrian usage).
5. Prepare 10% complete design concepts for the signalization and roundabout alternatives.



6. Conduct Autoturn analysis to ensure design vehicle turning paths are accommodated.
7. Prepare a Synchro/Simtraffic model of the signalization alternative to produce LOS and queuing results.
8. Conduct LOS and queuing analysis using Sidra software for the roundabout alternative.
9. Obtain and review a three-year crash history. Identify any crash trends. Calculate a crash rate.
10. Prepare a traffic signal warrant analysis based on the lane configuration of the traffic signal alternative. Only the Peak Hour Warrant will be checked.
11. Estimate environmental impacts for each alternative.
12. Assist R&E in preparing order of magnitude opinions of cost for the alternatives.
13. Identify advantages and disadvantages of each alternative.
14. Recommend a preferred alternative.
15. Prepare a draft technical memorandum summarizing the analysis, findings and recommendation and submit for City and WSDOT review.
16. Revised the technical memorandum to address City and WSDOT comments and submit a final memorandum.

#### **C. Public Involvement**

1. Prepare CADD files of roundabout horizontal layout, Autoturn paths and lines of sight and transmit to R&E. Prepare similar for signalization alternative. R&E will add color and prepare finished presentation boards.
2. Prepare for and attend one public open house.
3. Prepare Powerpoint presentation.
4. Prepare for and present at one Council meeting.

#### **D. Roundabout (RAB) PS&E**

1. Prepare refinements to the initial 10% RAB conceptual design, including defining or calculating the following:
  - Inscribed circle diameter





- Splitter islands
  - Entry widths
  - Entry curves
  - Entry angles
  - Exit widths
  - Exit curves
  - Exit angles
  - Travel paths
  - Travel path speeds
2. Refine the design vehicle turning path analysis as required.
  3. Check travel path speeds and refine the design as required.
  4. Design non-motorized path and crossings connecting to existing pedestrian facilities.
  5. Analyze pedestrian and vehicular sight distances and refine design accordingly.
  6. Transmit the Autocad layout to R&E for the general civil design.
  7. Work with R&E to resolve any general civil design issues affecting the RAB channelization.
  8. Assist R&E in determining right of way needs for the design.
  9. Prepare Roundabout Design Criteria Worksheet.
  10. Prepare the Channelization Plan for Approval along with the Channelization Plan Checklist. Submit to WSDOT for review and approval with Roundabout Design Criteria Worksheet.
  11. Prepare up to four preliminary pavement marking plan sheets.
  12. Prepare up to four preliminary traffic signing plan sheets.
  13. Prepare illumination calculations using the AGI32 software.
  14. Prepare up to two preliminary illumination plan sheets.
  15. Prepare up to two preliminary detail sheets.
  16. Prepare technical special provisions for pavement markings, signing and illumination system.
  17. Prepare an opinion of cost for pavement markings, signing and illumination system to be used for budgetary and bidding purposes.



18. Transmit the preliminary plans, special provisions and opinion of cost to R&E for review by the City and WSDOT.
19. Revise the preliminary design to address City and WSDOT comments and transmit to R&E for further review by City.
20. Address any further City and WSDOT comments and transmit bid-ready design documents to R&E.

**EXHIBIT**

**G-2**

**Widener & Associates**

## Exhibit B

|                     |                             |             |                  |
|---------------------|-----------------------------|-------------|------------------|
| <b>Project Name</b> | <b>Roundabout SR20</b>      |             |                  |
| <b>Client</b>       | <b>Reichhardt &amp; Ebe</b> |             |                  |
| <b>Location</b>     | <b>City of Anacortes</b>    | <b>Date</b> | <b>6/26/2015</b> |

|                                             | Project Manager | Senior Biologist | Project Biologist |                   |
|---------------------------------------------|-----------------|------------------|-------------------|-------------------|
| Project Design and Environment Coordination | 8               |                  | 4                 |                   |
| Section 106 Consultation                    |                 |                  |                   |                   |
| APE                                         | 4               | 2                | 4                 |                   |
| 106 Exemption                               | 4               | 2                | 4                 |                   |
|                                             | 4               | 2                | 2                 |                   |
| NEPA ECS                                    |                 |                  |                   |                   |
| Draft                                       | 6               | 2                | 16                |                   |
| Final                                       | 2               | 2                | 8                 |                   |
| SEPA                                        | 4               | 2                | 8                 |                   |
|                                             |                 |                  |                   |                   |
|                                             |                 |                  |                   |                   |
| <b>Total hours</b>                          | 32              | 12               | 46                |                   |
| <b>Summary</b>                              | <b>Hours</b>    | <b>Rate</b>      | <b>Cost</b>       |                   |
| Project Manager                             | 32              | \$64.00          | \$2,048.00        |                   |
| Senior Project Manager                      | 12              | \$50.00          | \$600.00          |                   |
| Project Biologist                           | 46              | \$22.00          | \$1,012.00        |                   |
|                                             |                 |                  |                   |                   |
|                                             |                 |                  |                   |                   |
| Mileage and expenses                        |                 |                  |                   | \$575             |
| Total Labor                                 |                 |                  |                   | \$3,660.00        |
| Overhead 110%                               |                 |                  |                   | \$4,026.00        |
| Profit 30%                                  |                 |                  |                   | \$1,098.00        |
| <b>TOTAL ESTIMATED COST</b>                 |                 |                  |                   | <b>\$9,359.00</b> |
|                                             |                 |                  |                   |                   |
|                                             |                 |                  |                   |                   |
|                                             |                 |                  |                   |                   |
|                                             |                 |                  |                   |                   |
|                                             |                 |                  |                   |                   |

**Exhibit B-1**  
**Scope of Work**  
**SR 20**  
**City of Anacortes**  
**Environmental Services**

Widener and Associates, under a subconsultant agreement with Reichhardt & Ebe will assist the City in the preparation of environmental documentation and permitting of the project by providing the following services.

The Scope of Work is intended to complete the NEPA documentation and federal permitting for the project. It is anticipated that the following environmental documentation will be required:

**TASKS**

1. Collect available documentation concerning the project activities, soils surveys, and plant species data, and other pertinent biological and design information.
2. Conduct a field reconnaissance to investigate on-site habitat conditions, and site conditions.
3. Make telephone contacts with the appropriate resource agency staff for input on habitat use as well as functions and values.
4. Complete the Cultural Resources field review to determine that there are no issues.
5. NEPA Environmental Classification Summary  
Services will be provided to prepare the Environmental Classification Summary (ECS) form by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT.

**Deliverables**

1. Cultural Resources and Biological Assessment Data
2. Draft Alternative Analysis for the project.  
NEPA ECS  
Three copies of the draft ECS will be provided.  
Three copies of the final ECS documentation will be provided incorporating City comments.  
Three copies of the final ECS documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.
3. SEPA.





**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

February 27, 2014

Jeanette Widener, President  
DGK Inc.  
10108 32<sup>nd</sup> Avenue W, Suite D  
Everett, WA 98204-1302

Re: DGK (dba Widener & Associates) Safe Harbor Indirect Cost Rate

Dear Ms. Widener:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for DGK. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate for the City of Bellingham West Horton Road Project.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for DGK. The Safe Harbor rate is effective on February 27, 2014.

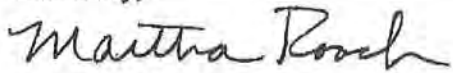
DGK has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your WSDOT Local Programs Manager if you have questions about when to apply the Safe Harbor rate to your agreement.

Page 2  
DGK  
February 27, 2014

If you or any representatives of DGK have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach  
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
File

CERTIFICATION OF FINAL INDIRECT COSTS - FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: DLK INC. DBA WIDENER & ASSOC.

Project Number/Name: Horton Road

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110%. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

\*Signature: Jeannette C. Widener

\*Name of Certifying Official (Print): Jeannette C. Widener

\*Title: PRESIDENT

Date of Certification (mm/dd/yyyy): 02/27/14

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

**EXHIBIT**

**G-3**

**Larry Steele and Associates, Inc.**

|  |                            |                       |       |            |              |             |               |
|--|----------------------------|-----------------------|-------|------------|--------------|-------------|---------------|
|  | LSA survey estimate        | ICR hour calculations |       |            | 7/12/2016    |             |               |
|  |                            |                       |       |            |              |             |               |
|  | <b>SR 20 - Glasgow RAB</b> |                       |       | Hr Rate    | Cost Times   | Cost Times  |               |
|  | Proof of Calculations      |                       |       | Times Hrs. | 1.8438       | 0.3         |               |
|  |                            | Hours                 | Rate  | Cost       | OH           | Profit      | Total TO Bill |
|  | Principal Land Surveyor    | 2                     | 60    | 120        | 191.62       | 36.00       | \$347.62      |
|  | Senior Land Surveyor       | 30                    | 35    | 1050       | 1676.64      | 315.00      | \$3,041.64    |
|  | Project Land Surveyor      |                       | 30    | 0          | 0.00         | 0.00        | \$0.00        |
|  | Contract Administrator     | 2                     | 30    | 60         | 95.81        | 18.00       | \$173.81      |
|  | Party Chief                | 75                    | 25    | 1875       | 2994.00      | 562.50      | \$5,431.50    |
|  | Chainperson                | 75                    | 20.5  | 1537.5     | 2455.08      | 461.25      | \$4,453.83    |
|  | Senior Auto Cad Tech       | 64                    | 25    | 1600       | 2554.88      | 480.00      | \$4,634.88    |
|  | Administrative Secretary   | 4                     | 25    | 100        | 159.68       | 30.00       | \$289.68      |
|  | Secretary                  | 4                     | 15.75 | 63         | 100.60       | 18.90       | \$182.50      |
|  | Billing Assistant          |                       | 15    | 0          | 0.00         | 0.00        | \$0.00        |
|  |                            |                       |       |            |              |             |               |
|  | Combined Hours             | 256                   |       | \$6,405.50 | \$ 10,228.30 | \$ 1,921.65 | \$ 18,555.45  |
|  |                            |                       |       |            |              |             |               |



| JULY 2016 WSDOT ANTI RATE CALCULATIONS               |              |             | COMPANY/JOB NAME: SR 20 - Glasgow RAB |                   |                   |                      |
|------------------------------------------------------|--------------|-------------|---------------------------------------|-------------------|-------------------|----------------------|
| <b>ESTIMATE DATE: 7.15.16, Additional 20' strips</b> |              |             | <b>Hr Rate</b>                        | <b>Cost Times</b> | <b>Cost Times</b> |                      |
| Proof of Calculations                                |              |             | <b>Times Hrs.</b>                     | <b>1.8438</b>     | <b>0.3</b>        |                      |
|                                                      | <b>Hours</b> | <b>Rate</b> | <b>Cost</b>                           | <b>OH</b>         | <b>Profit</b>     | <b>Total TO Bill</b> |
| Principal Land Surveyor                              | 2            | 60          | 120                                   | 221.26            | 36.00             | \$377.26             |
| Senior Land Surveyor                                 |              | 35          | 0                                     | 0.00              | 0.00              | \$0.00               |
| Project Land Surveyor                                | 5            | 35          | 175                                   | 322.67            | 52.50             | \$550.17             |
| Contract Administrator                               | 1            | 35          | 35                                    | 64.53             | 10.50             | \$110.03             |
| Party Chief                                          | 12           | 26.5        | 318                                   | 586.33            | 95.40             | \$999.73             |
| Chainperson                                          | 12           | 20.5        | 246                                   | 453.57            | 73.80             | \$773.37             |
| Senior Auto Cad Tech                                 | 7            | 25.5        | 178.5                                 | 329.12            | 53.55             | \$561.17             |
| Administrative Secretary                             |              | 25          | 0                                     | 0.00              | 0.00              | \$0.00               |
| Secretary                                            | 1            | 16          | 16                                    | 29.50             | 4.80              | \$50.30              |
| Billing Assistant                                    |              | 15          | 0                                     | 0.00              | 0.00              | \$0.00               |
| Hours Used to Come up                                | 40           |             | \$1,088.50                            | \$ 2,006.98       | \$ 326.55         | \$ 3,422.03          |
|                                                      |              |             |                                       |                   |                   |                      |
|                                                      |              |             |                                       |                   |                   |                      |



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 30, 2016

Larry Steele & Associates, Inc.  
1334 King Street, Suite 1  
Bellingham, WA 98229

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Ms. Marge Steele:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 184.38%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- ☐ WSDOT Agreements
- ☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;



ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms



LAWRENCE W. STEELE, PLS  
BEN C. MORRIS, PLS  
ERICH KLEINKNECHT, PLS  
RAYMOND D. PETERSON, PLS

July 12, 2016

Luis Ponce, PE  
Reichhardt & Ebe Engineering, Inc.  
423 Front Street  
Lynden, WA 98264

Phone: 360-354-3687  
E-mail: [luis@recivil.com](mailto:luis@recivil.com)

RE: Parcel No. Right-of-Way, SR20 and Glasgow Way Intersection, Skagit County

Dear Mr. Ponce,

On behalf of Larry Steele & Associates, Inc. (LSA), thank you for the opportunity to provide this proposal for Professional Land Surveying services on the above referenced project. For clarification purposes, please review the following scope of work and estimated costs:

**Scope of Work**

1. Review previous work in area and documents from public record.
2. Tie-in horizontal and vertical control on SR20 and Glasgow Way. We will use the Plat of San Juan Passage for horizontal basis of bearing and NAVD 88 for vertical control.
3. Topo within Right-of-Way for 1,800 feet along SR20 and 500 feet along Glasgow Way.
4. Call for locates.
5. Tie-in all public utilities.
6. Find/set 2 bench marks nearby.
7. Provide base mapping in AutoCAD 2013 Civil 3D.

**Fee Estimate: \$18,555.45**

If you authorize us to proceed with your project please complete and sign the Client portion of the attached Exhibit "A" Agreement for Professional Land Surveying Services and return all pages to us along with the requested retainer amount (cash, check, Visa, or MasterCard).

Sincerely,

*Erich Kleinknecht, PLS*

Larry Steele & Associates, Inc.

S:\\_LSA Project Files\1-2016 Estimates\R&E Eng-Luis Ponce - SR20 & Glasgow (071216).docx

**EXHIBIT**

**G-4**

**GeoTest Services, Inc.**

# Exhibit G-1

## Subconsultant Fee Determination - Summary Sheet (Mandatory when Subconsultants are utilized)

Project: Oaks Avenue (Hwy 20) & Glasgow Way

Subconsultant: GeoTest Services, Inc.

### Direct Salary Cost (DSC):

| <u>Classification</u>     | <u>Man Hours</u> |   | <u>Rate</u> | =  | <u>Cost</u> |
|---------------------------|------------------|---|-------------|----|-------------|
| Geotechnical Engineer - 4 | 2.0              | X | 45.00       | \$ | 90.00       |
| Technical Director - 1    | 4.0              | X | 48.08       |    | 192.32      |
| Geologist - 4             | 24.0             | X | 25.79       |    | 618.96      |
|                           |                  | X |             |    |             |
|                           |                  | X |             |    |             |

**Total DSC = \$ 901.28**

### Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 172.85 % X \$ 901.28 = 1,557.86

### Fixed Fee (FF):

FF Rate x DSC of 28.25 % X \$ 901.28 = 254.61

### Reimbursables:

Itemized:

|                                         |                            |          |                   |
|-----------------------------------------|----------------------------|----------|-------------------|
| \$300.00 X 1 GPR Scanning Unit          | GPR Scanning Unit          | 300.00   |                   |
| \$190.00 X 1 GSSI Antenna               | GSSI Antenna               | 190.00   |                   |
| \$4100.00 X 1 Drill Rig (Sub TBD)       | Drill Rig (Sub TBD)        | 4,100.00 |                   |
| \$5000.00 X 1 Traffic Control (Sub TBD) | Traffic Control (Sub T     | 5,000.00 |                   |
| \$0.60 X 240 Miles                      | Miles                      | 144.00   |                   |
|                                         | <b>Total Reimbursables</b> |          | = <b>9,734.00</b> |

**SubConsultant Total = 12,447.75**

**Grand Total = 12,447.75**

Prepared By: Janice Patience

Date: 7/18/16

Note: This estimate is based upon anticipated project needs and staff availability, actual project needs and staffing needs/availability may differ. Please refer to attached "Actuals Not to Exceed Fee Schedule".



GeoTest Services, Inc.  
Consultant Fee Calculation Worksheet  
Oaks Aveneu (Hwy 20) & Glasgow Way  
Submitted July 18, 2016

| Weighted Guidelines         |      |        |       |
|-----------------------------|------|--------|-------|
| Factor                      | Rate | Weight | Value |
| Degree of Risk              | 25   | 0.30   | 7.50  |
| Relative Difficulty of Work | 20   | 0.30   | 6.00  |
| Size of Job                 | 15   | 0.35   | 5.25  |
| Period of Performance       | 15   | 0.17   | 2.55  |
| Assistance by the Agency    | 15   | 0.35   | 5.25  |
| Subconsulting               | 10   | 0.17   | 1.70  |
| Total                       |      |        | 28.25 |

# GEOTEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

## ACTUALS NOT TO EXCEED FEE SCHEDULE

| JOB CLASSIFICATION - LEVEL | Direct Labor<br>Rate<br>NTE | Overhead<br>172.85%<br>NTE | Fixed<br>Fee<br>28.25%<br>NTE | All Inclusive<br>Hourly<br>Billing Rate<br>NTE |
|----------------------------|-----------------------------|----------------------------|-------------------------------|------------------------------------------------|
| Geotechnical Engineer - 1  | 32.73                       | 56.57                      | 15.98                         | 105.28                                         |
| Geotechnical Engineer - 2  | 36.18                       | 62.54                      | 17.67                         | 116.39                                         |
| Geotechnical Engineer - 3  | 39.13                       | 67.64                      | 19.11                         | 125.88                                         |
| Geotechnical Engineer - 4  | 45.00                       | 77.78                      | 21.97                         | 144.75                                         |
| Engineering Geologist - 1  | 26.00                       | 44.94                      | 12.70                         | 83.64                                          |
| Engineering Geologist - 2  | 30.00                       | 51.86                      | 14.65                         | 96.51                                          |
| Geologist - 1              | 19.50                       | 33.71                      | 9.52                          | 62.73                                          |
| Geologist - 2              | 22.00                       | 38.03                      | 10.74                         | 70.77                                          |
| Geologist - 3              | 24.72                       | 42.73                      | 12.07                         | 79.52                                          |
| Geologist - 4              | 25.79                       | 44.58                      | 12.59                         | 82.96                                          |
| Project Administration - 1 | 18.50                       | 31.98                      | 9.03                          | 59.51                                          |
| Project Administration - 2 | 20.76                       | 35.88                      | 10.14                         | 66.78                                          |
| Project Manager - 1        | 38.46                       | 66.48                      | 18.78                         | 123.72                                         |
| Project Manager - 2        | 43.27                       | 74.79                      | 21.13                         | 139.19                                         |
| Technical Director - 1     | 48.08                       | 83.11                      | 23.48                         | 154.67                                         |
| Special Inspector - 1      | 15.00                       | 25.93                      | 7.33                          | 48.26                                          |
| Special Inspector - 2      | 16.50                       | 28.52                      | 8.06                          | 53.08                                          |
| Special Inspector - 3      | 17.00                       | 29.38                      | 8.30                          | 54.68                                          |
| Special Inspector - 4      | 22.13                       | 38.25                      | 10.81                         | 71.19                                          |
| Special Inspector - 5      | 23.50                       | 40.62                      | 11.48                         | 75.60                                          |
| Special Inspector - 6      | 24.00                       | 41.48                      | 11.72                         | 77.20                                          |
| Special Inspector - 7      | 25.00                       | 43.21                      | 12.21                         | 80.42                                          |
| Special Inspector - 8      | 28.50                       | 49.26                      | 13.92                         | 91.68                                          |
| Special Inspector - 9      | 29.81                       | 51.52                      | 14.55                         | 95.88                                          |
| Special Inspector - 10     | 30.35                       | 52.46                      | 14.82                         | 97.63                                          |
| Special Inspector - 11     | 31.00                       | 53.58                      | 15.14                         | 99.72                                          |
| Field Technician - 1       | 15.00                       | 25.93                      | 7.33                          | 48.26                                          |
| Field Technician - 2       | 14.00                       | 24.20                      | 6.84                          | 45.04                                          |
| Laboratory Technician - 1  | 15.00                       | 25.93                      | 7.33                          | 48.26                                          |
| Laboratory Technician - 2  | 16.00                       | 27.66                      | 7.81                          | 51.47                                          |
| Laboratory Technician - 3  | 17.50                       | 30.25                      | 8.55                          | 56.30                                          |
| Laboratory Technician - 4  | 21.50                       | 37.16                      | 10.50                         | 69.16                                          |
| Laboratory Technician - 5  | 26.00                       | 44.94                      | 12.70                         | 83.64                                          |

# GEO TEST SERVICES, INC.

Arlington, Bellingham, Oak Harbor, WA

## FEE SCHEDULE

2016

### MATERIALS TESTING

#### CONCRETE

|                                                                              |           |
|------------------------------------------------------------------------------|-----------|
| Compressive Strength - Concrete .....                                        | 24.00 ea  |
| Compressive Strength - Concrete (cast by others) .....                       | 30.00 ea  |
| Compressive Strength - Drilled Cores (includes trimming and testing) .....   | 60.00 ea  |
| Compressive Strength - Sawed Specimens (includes trimming and testing) ..... | 60.00 ea  |
| Shotcrete Panel - 3 Cores Per Panel .....                                    | 200.00 ea |
| Additional Shotcrete Cores .....                                             | 75.00 ea  |
| Flexural Strength - 6" x 6" Beams .....                                      | 55.00 ea  |
| Air Dry Unit Weight .....                                                    | 35.00 ea  |
| Trimming Specimens - Per End (when required) .....                           | 15.00 ea  |

#### MASONRY

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Compressive Strength - Mortar, 2" x 4" Cylinder .....           | 24.00 ea  |
| Compressive Strength - Grout, 4" x 4" x 8" Prism .....          | 24.00 ea  |
| Compressive Strength - 2" x 2" Cubes (Cementitious Grout) ..... | 24.00 ea  |
| Compressive Strength - 2" x 2" Cubes (Epoxy Grout) .....        | 30.00 ea  |
| Compressive Strength - Composite Prism .....                    | 100.00 ea |
| Compressive Strength - Masonry Units .....                      | 100.00 ea |

#### AGGREGATE

|                                                          |           |
|----------------------------------------------------------|-----------|
| Sieve Analysis, with Wet Wash .....                      | 125.00 ea |
| Sieve Analysis, Dry Only .....                           | 75.00 ea  |
| Sieve Analysis, % Passing #200 Sieve .....               | 75.00 ea  |
| Specific Gravity and Absorption - Fine Aggregate .....   | 75.00 ea  |
| Specific Gravity and Absorption - Coarse Aggregate ..... | 60.00 ea  |
| Uncompacted Voids - Fine Aggregate .....                 | 150.00 ea |
| Unit Weight and Voids .....                              | 40.00 ea  |
| Sand Equivalent .....                                    | 80.00 ea  |
| Moisture Content .....                                   | 35.00 ea  |
| Percent Fracture .....                                   | 60.00 ea  |
| Organic Impurities Test .....                            | 60.00 ea  |
| Clay Lumps and Friable Particles .....                   | 80.00 ea  |
| Lightweight Pieces .....                                 | 75.00 ea  |
| Flat/Elongated Particles .....                           | 80.00 ea  |

#### ASPHALT

|                                                         |           |
|---------------------------------------------------------|-----------|
| Asphalt Content & Gradation (Ignition Furnace) .....    | 235.00 ea |
| Maximum Specific Gravity (Rice Density) .....           | 90.00 ea  |
| Asphalt Core Density/Thickness .....                    | 40.00 ea  |
| Marshall Method Test - Flow, Stability, Density & Voids |           |
| Hot Mix Furnished, Set of 3 .....                       | 300.00 ea |
| Lab Mixed, Set of 3 .....                               | 350.00 ea |

741 Marine Drive, Bellingham, WA 98225 • phone: 360.733.7318 • fax: 360.733.7418  
20611 - 67<sup>th</sup> Ave. NE, Unit A, Arlington, WA 98223 • phone: 360.435.1141 • fax: 360.435.1124  
840 SE 8<sup>th</sup> Ave. - Ste 102, Oak Harbor, WA 98277 • phone: 888.251.5276 • fax: 360.733.7418

**GEO TEST SERVICES, INC.**  
Arlington, Bellingham, Oak Harbor, WA

**FEE SCHEDULE  
2016**

**SOILS**

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Sieve Analysis, with Wet Sieve .....                            | 125.00 ea |
| Sieve Analysis, Dry Only .....                                  | 75.00 ea  |
| Sieve Analysis, % Passing #200 Sieve .....                      | 75.00 ea  |
| Sieve Analysis w/ Hydrometer .....                              | 200.00 ea |
| Moisture Density Relationship (Proctor) .....                   | 175.00 ea |
| Moisture Density Relationship (Proctor) w/ Sieve .....          | 245.00 ea |
| Check Point .....                                               | 80.00 ea  |
| Moisture Content .....                                          | 35.00 ea  |
| Atterberg Limits (3 points) .....                               | 125.00 ea |
| Specific Gravity .....                                          | 75.00 ea  |
| Consolidation - 5 Loads .....                                   | 350.00 ea |
| Permeability - Constant Head or Falling Head (each point) ..... | 250.00 ea |
| Organic Content .....                                           | 80.00 ea  |

**MISCELLANEOUS**

|                                    |          |
|------------------------------------|----------|
| Fireproofing Density Test .....    | 60.00 ea |
| Floor Moisture Test Kit .....      | 35.00 ea |
| Windsor Probe Pin (Set of 3) ..... | 40.00 ea |

- GeoTest requests 24 hours advance notice for scheduling field services. GeoTest may not be able to provide service for same day call out.
- All GeoTest Services, Inc. (GTS) construction inspection services, construction support services & specialty services are billed portal to portal. A daily four hour minimum charge applies to construction inspection & specialty services. Same day cancellations will incur a two-hour minimum charge.
- Engineering, Geological, and Environmental Services will be billed in accordance with a project specific proposal.
- GeoTest standard operating hours are 7 AM to 5 PM, Monday through Friday, with the exception of holidays. A premium rate of 1.5 times the standard rate will be charged for all work in excess of 8 hours per day and Saturdays. Double-time rates will be applied to services provided on Sundays & legal Holidays.
- A one-hour minimum laboratory technician fee will be applied on Saturdays, Sundays & legal Holidays at 1.5 times the regular rate for any laboratory testing services.
- Night shift (work outside standard operating hours): An eight (8) hour minimum charge at 1.5 times the standard rate may apply to such work including same day cancellations. A four (4) hour minimum charge at 1.5 times the regular rate applies to lab night work.
- Mileage charge shall be invoiced at \$0.60 per mile portal to portal.
- Field testing equipment expenses are included in the hourly rates except where specifically noted on the fee schedule or a project specific proposal.
- Laboratory rush samples (less than 48hr turn-around time) will be invoiced at 1.5 times the standard test rate.
- Rental equipment, reimbursable expenses and subcontractor fees will be invoiced at cost plus 15%.
- Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- The ordering of work from GTS shall constitute acceptance of the Fee Schedule, General Conditions, and any project specific proposal.



**GEOTEST**

741 Marine Drive  
Bellingham, WA 98225  
20511-67<sup>th</sup> Avenue NE  
Arlington, WA 98223

TOLL FREE  
888 251\_5275

FAX  
360 733\_7418

PHONE  
360 733\_7318

July 22, 2016  
Proposal No. 16-337G

**Reichhardt & Ebe Engineering Inc.**  
423 Front St.  
Lynden, WA 98264

Attn: **Luis Ponce, P.E.**

**Re: Proposal – Geotechnical Evaluation**  
Oaks Avenue (Hwy 20) & Glasgow Way  
Anacortes, WA

Dear Mr. Ponce:

As requested, GeoTest Services, Inc. (GTS) is pleased to submit this proposal to perform a subsurface soil characterization near the intersection of North Glasgow Way and Highway 20 in Anacortes, Washington. Our proposed scope of work and associated fee are presented herein for your review and approval.

#### **PROJECT DESCRIPTION**

GTS understands that roundabout development is planned at the subject intersection and that subsurface soils characterization is needed for project planning pavement sections, light standards and small retaining walls.

#### **PURPOSE AND SCOPE OF SERVICES**

The purpose of our services is to obtain subsurface information at the project site that will be used for the above project. Our final product will be a suitably illustrated report containing a summary of site conditions encountered with our opinions on future road repair options.

Specifically, our services will include the following:

1. Field locating the borings prior to subsurface soil explorations. GTS will phone in a public utility request in accordance with state law prior to drilling the site. In addition we will supplement public locate services with ground penetrating radar (GPR) and magnetometer equipment scanning for verification of clear drilling locations.
2. Exploration borings will require entry into the road Right-of-Way. GTS will secure the services of a traffic control subcontractor. GTS anticipates that our explorations have some impact on traffic flow. We understand that the required traffic control plan will be prepared and submitted for permit to WSDOT by your firm, Reichhardt & Ebe Engineering. The cost of the traffic control plan and its submittal is not included in this estimate. The cost of the traffic control/flaggers is included in this estimate.



3. We understand that surveying by others will occur the same day as our work and that it is desired that traffic control address both activities. Traffic control will be reserved for the entire day's activities.
4. Exploration of pavement, soil and groundwater conditions at the 8 subject locations by drilling cores and borings on the roadway shoulder and within the roadway as shown in the attached aerial photo. GTS anticipates that the cores will extend as deep as 5 feet and the borings will be as deep as 15 feet below ground surface to fully delineate pavement sections and soil characteristics. Soil cuttings will be removed from the site. Borings will be backfilled with bentonite chips and the asphalt will be patched with "Cold-Patch" and sealed.
5. GeoTest Services will review the information collected during this investigation and provide limited geotechnical soil characterization for project planning. GTS will present our findings and recommendations in a report that will contain the following information:
  - A site plan showing pertinent existing site features and the approximate location of the exploration accomplished for this project. GTS requests that we be provided with a site plan showing the road alignment.
  - Logs of the exploratory borings and results of laboratory testing. A chart will be included illustrating the soil classification criteria and the terminology and symbols used on the exploration logs.
  - Laboratory determinations of soil classification.
  - A summary of surface and subsurface soil and groundwater conditions observed at the site during our field exploration. The summary will include descriptions of pavement composition, thickness subsurface profiles and evidence of groundwater.
  - Design criteria including bearing capacities and lateral pressures will be provided for design of light standard bases and retaining walls.

## SCOPE AND BUDGET

We propose the terms of our services be provided for a time-and-materials fee in accordance with the previously accepted GTS conditions and schedule of charges. For the scope of work described above, **our fee is estimated to be \$12,447.75** with a subcontracted drill rig and flaggers retained by our firm. Please reference Exhibit G-1 Subconsultant Fee Determination – Summary Sheet attached.

This fee is based on our being able to acquire sufficient information with the proposed field investigation program. In the event that unforeseen conditions are encountered and additional information is required to assess the site, the client will be informed before proceeding. The costs for providing adequate signage and/or traffic control services may vary pending a review of the traffic control plan and acceptance by the City.

This fee covers our services, as outlined previously, through submittal of the summary report. It does not cover additional exploration or consultation after submittal of the summary report. Additional services after submittal of the report will be billed at the appropriate rate as indicated on the previously accepted Fee Schedule.

## SCHEDULE

We are prepared to begin our services once authorization has been granted. We anticipate that the fieldwork may be completed approximately 2 to 3 weeks after receiving authorization and a drill rig is scheduled. We anticipate that the report can be completed within approximately 7 days after the fieldwork. Preliminary results of our investigation can usually be provided within two working days from completion of the fieldwork.

## OTHER CONDITIONS

GTS will be responsible for field locating exploration locations and calling in a public utility request. By Washington State Law, we are required to provide 72 hours notice for utilities to be marked on the public perimeter of the property. *We should also be provided with any available information pertaining to onsite utilities that may be present.* Despite our best efforts to avoid utilities, utility damage is sometimes unavoidable due to mismarked or unlocatable facilities. The cost for utility repairs is not included in this cost estimate. GTS will handle coordination of calling one-call for utility locates

All soil samples obtained during the subsurface investigation will be saved for a period of 30 days. They will then be discarded, unless requested otherwise.

We appreciate the opportunity to submit this proposal. In acceptance of this scope of work, please sign below and return a copy of the agreement to our office and keep a copy for your records. If there are any questions, please contact the undersigned at GeoTest Services. Thank you for selecting GeoTest Services, Inc. We look forward to being a part of your project team.

Respectfully Submitted,



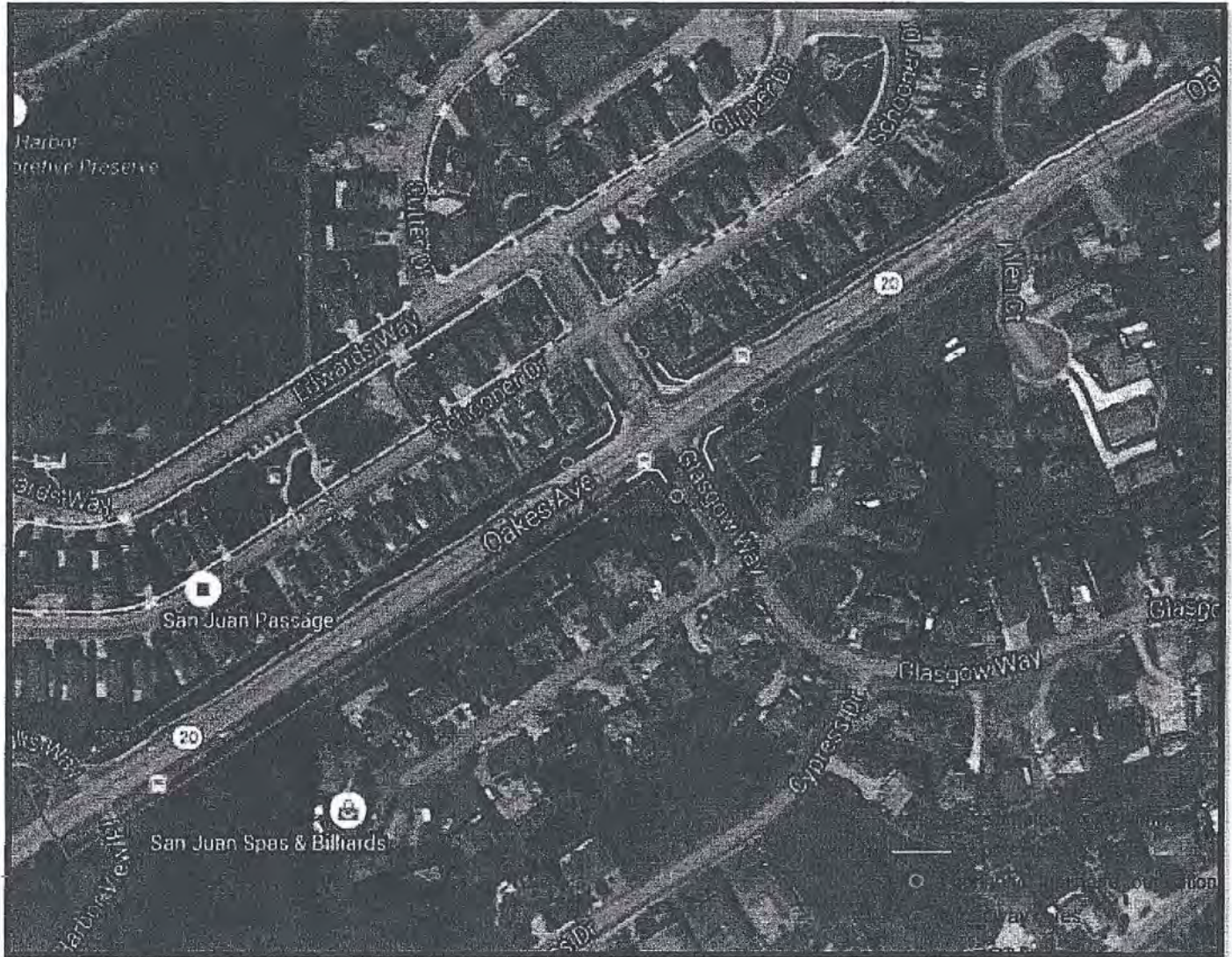
Jeremy Wolf, L.E.G.  
Eng. Geologist/Operations Manager  
jeremyw@geotest-inc.com

Attachment: aerial photo

Proposal Number 16-337G, dated July 22, 2016 accepted by \_\_\_\_\_ on \_\_\_\_\_ for a time-and-materials fee estimate of \$12,447.75 *with drilling equipment and traffic control services to be subcontracted through our firm.*



## Boring Locations



## **Exhibit F**

### **Title VI Assurances**

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 16-025-TRN-001



## ***Exhibit G***

### ***Certification Documents***

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Anacortes
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -  
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 ~~Certificate of Current Cost or Pricing Data~~

Agreement Number: 16-025-TRN-001



## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
Reichhardt & Ebe Engineering, Inc.

whose address is

423 Front Street - PO Box 978 - Lynden, WA 98264

and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the City of Anacortes  
and the Federal Highway Administration, U.S. Department of Transportation in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 16-025-TRN-001

## Exhibit G-1(b) Certification of City of Anacortes

I hereby certify that I am the:

☒ City Engineer

☐ Other

of the City of Anacortes, and Reichhardt & Ebe Engineering, Inc.  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the City of Anacortes and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number: 16-025-TRN-001

## Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 16-025-TRN-001

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Reichhardt & Ebe Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: 16-025-TRN-001

## **Exhibit H**

### **Liability Insurance Increase**

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#### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

N/A



# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 16-025-TRN-001

### **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Exhibit J**

# **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: 16-025-TRN-001

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.



# City Council Agenda Bill

**Meeting Date:** 9/26/2016

**Agenda Item:** 6a

**Subject:** Titles 2, 9, 18, and 20 Update

**Staff Contact:** Darcy Swetnam, Don Measamer

| Approved for Submittal to Council by |                                 |
|--------------------------------------|---------------------------------|
| x                                    | Laurie Gere, Mayor              |
|                                      | Steve Hoglund, Finance Director |
| x                                    | Darcy Swetnam, City Attorney    |
|                                      |                                 |
|                                      |                                 |

| Action Type |                    |
|-------------|--------------------|
| X           | Ordinance No. 2988 |
|             | Code Revision? Yes |
|             | Resolution No.     |
|             | Contract           |
|             | Public Hearing     |
|             | Staff Report       |

**Summary Statement:** This proposed code update is the first in a series of ordinances to clean up the City's code. This particular update fixes a number of code enforcement chapters which closely relate to future development code updates. The main focus of this update is to create a new Title 20, dealing exclusively with code enforcement. The ordinance also updates Title 2 to add a hearing examiner for code enforcement. The update additionally realigns existing code enforcement sections.

## **Background:**

The City is working on a large-scale rewrite of those sections of the Anacortes Municipal Code relating to land use development. City Council has endorsed a proposal to combine most of Titles 15, 16, 17, and 18 into a new Title 19, which will be the City's Unified Development Code. As part of this project, City staff have identified multiple areas of the code that need to be updated.

One such area is code enforcement. Code enforcement rules and procedures are currently scattered throughout the code, are difficult to enforce, and are unclear. The result has been that City staff have not been pursuing code enforcement actions, knowing that they will likely be unsuccessful. Before the City updates its development standards, there must be a structure in place to guarantee compliance with and allow enforcement of those substantive provisions. This ordinance will clean up code enforcement for all Titles of the AMC.

Therefore, City staff recommend that a new Title 20 be adopted that deals solely with code enforcement. This new Title provides general provisions, including definitions and civil violations; procedures for code enforcement actions; and available remedies to address violations.

In the presentation on the proposed approach for new Title 19, staff recommended that code enforcement actions be handled by a hearing examiner. Code enforcement



actions do not involve community planning or discretionary permits. Therefore, this update creates the office of the hearing examiner in Title 2 for the purpose of hearing code enforcement appeals.

Finally, nuisances are currently addressed in Title 18, which is the Title on environmental issues. It is much more appropriate to recodify the substantive nuisance sections into Title 9, which covers Public Peace, Morals, and Welfare. The procedural nuisance sections in Title 18 will be addressed by the new procedures provided in Title 20.

Staff views this update as a necessary precursor to future updates. It fixes the problems with code enforcement and provides updated procedures for these actions.

| <b>Budget Impact</b>       |  |
|----------------------------|--|
| Amount Budgeted            |  |
| Budget Account (BARS)      |  |
| Proposed Expenditure       |  |
| Budget Amendment Required? |  |
| Revenue Source             |  |

| <b>Proposed Contract</b> |  |
|--------------------------|--|
| Contractor               |  |
| Amount                   |  |
| Start Date               |  |
| End Date                 |  |

**Previous Council/Committee Action:** Council approved the general approach for updating the development code in Title 19, but this particular ordinance has not yet been before Council. It was reviewed and supported by the Planning Committee before coming to Council. Note that this ordinance is not required to go before the Planning Commission.

**Competing Viewpoints Considered:** [Click here to enter text.](#)

**Recommended Motion:** Motion to adopt Ordinance 2988: Amendments to AMC Title 2, Title 9, Title 18, and creating a New Title 20 to Provide for a Fair and Efficient System of Civil Code Enforcement.

**Alternative Actions:** N/A

**Attachments** (listed in order presented): Proposed Ordinance 2988.

## **Ordinance No. 2988**

## **An Ordinance Amending AMC Title 2, Title 9, Title 18, and Creating a New Title 20 To Provide for a Fair and Efficient System of Civil Code Enforcement**

**Whereas** the Anacortes Municipal Code currently includes code enforcement rules and procedures addressed in multiple Titles; and

**Whereas** the City Council desires to consolidate and clarify code enforcement procedures and remedies to provide effective and efficient rules for the public and city staff; and

**Whereas** the City Council desires to establish a hearing examiner to hear appeals of code enforcement actions; and

**Whereas** RCW 35A.11.020 and RCW 35A.21.160 provide that the City has all the power of any class of cities, and RCW 35.22.280 provides that first-class cities have the ability to declare and abate public nuisances;

**Now, therefore, the City Council of the City of Anacortes does ordain as follows:**

Section 1. The Anacortes Municipal Code is amended as shown in Attachment A.

Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.**

**CITY OF ANACORTES:**

---

Laurie Gere, Mayor

**Attest:**

---

Steve Hoglund, City Clerk-Treasurer

**Approved as to Form:**

---

Darcy Swetnam, City Attorney

## **Attachment A Amendments to the Anacortes Municipal Code**

### **Title 2 Personnel and Administration**

*The following chapters in Title 2 are created or amended:*

#### **New Chapter 2.30 Hearing Examiner**

##### **2.30.010 Purpose.**

- A. To provide an efficient and effective administrative adjudicatory system for acting upon quasi-judicial matters and for review of contested administrative determinations;
- B. To ensure, to the extent possible, that quasi-judicial administrative decisions are made in a fair and impartial manner; and
- C. To ensure that the principles of due process and appearance of fairness are adhered to in regard to quasi-judicial matters.

##### **2.30.020 Creation.**

- A. The office of the Hearing Examiner is hereby created to be independent of city departments, boards, and commissions.
- B. The term "Hearing Examiner" includes any *pro tem* Hearing Examiner.

##### **2.30.030 Appointment.**

- A. The Hearing Examiner may be appointed by the mayor, with the concurrence of not less than four members of the city council, for a term of two years.
- B. One or more Hearing Examiners *pro tem* may be appointed by the mayor, for such terms as may be specified at the time of appointment, to serve in the case of a conflict or absence of the hearing examiner.
- C. The Hearing Examiner and any Hearing Examiner *pro tem* must be appointed solely with regard to qualifications of the office.

##### **2.30.030 Qualifications**

- A. The Hearing Examiner must:
  - 1. be an attorney;
  - 2. have at least five years' experience in land use planning and land use law;



3. have other training and experience necessary to qualify the Hearing Examiner to conduct administrative quasi-judicial proceedings.
- B. For matters involving interpretations of the International Building Code or International Residential Code, the Hearing Examiner must be qualified by experience and training to pass on matters pertaining to building construction. For matters involving interpretations of the International Fire Code, the Hearing Examiner must be qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems.

**Commented [RW1]:** See <http://mrsc.org/Home/Research-Tools/Ask-MRSC-Archives/Planning.aspx#May-a-city-or-county-amend-its-building-code-to-pr>

#### **2.30.040 Duties.**

- A. The Hearing Examiner is responsible for impartial administration of administrative hearings in accordance with the provisions of this chapter.
- B. The Hearing Examiner shall interpret, review and implement regulations as provided in this Chapter.
- C. Any person who holds the office of Hearing Examiner, including Hearing Examiner *pro tem*, must conduct all of his or her activities consistent with the Washington State Code of Judicial Conduct.

#### **2.30.050 Powers and Jurisdiction.**

- A. The Hearing Examiner Pro Tem, in the event of absence or the inability of the Hearing Examiner to act, has all the duties and powers of the Hearing Examiner.
- B. The Hearing Examiner may conduct public hearings and decide matters as prescribed by the Anacortes Municipal Code.
- C. In the performance of his or her duties, the Hearing Examiner may:
  1. Administer oaths and affirmations, examine witnesses, rule upon offers of proof, receive relevant evidence, and conduct discovery procedures which may include propounding interrogatories and taking oral depositions pursuant to Washington State Court Rules; except that no person may be compelled to divulge information which he or she could not be compelled to divulge in a court of law;
  2. Upon the request of any party, or upon the Hearing Examiner's own volition, issue and cause to be served subpoenas for the attendance of witnesses and for the production for examination of any books, records, or other information in the possession or under the control of any witness. A subpoena must state the name and address of the witness sought, and if for the production of books, documents or things, must specifically identify the same and the relevance thereof to the issues involved.
  3. Regulate the course of the hearing in accordance with this chapter and other applicable ordinances;

4. Hold conferences for the settlement or simplification of the issues by consent of the parties;
5. Dispose of procedural requests or similar matters;
6. Take any other action authorized by the Anacortes Municipal Code.

**2.30.060 Procedures.**

- A. The Hearing Examiner may adopt rules as necessary to carry out the duties and responsibilities of the office.
- B. Rules may not take effect until they have been reviewed and approved by the City Council.
- C. Rules may not conflict with the Anacortes Municipal Code.

**2.30.070 Conflict of Interest and Freedom from Improper Influence.**

- A. The Hearing Examiner may not conduct or participate in any hearing or decision in which the Hearing Examiner has a direct or indirect personal interest that might exert such influence upon the Hearing Examiner that might improperly interfere with the decision-making process.
- B. Any actual or potential conflict of interest must be disclosed to the parties immediately upon discovery of such conflict. The Hearing Examiner must abstain from any further proceedings in the matter unless all parties agree in writing to have the matter heard by that Hearing Examiner.
- C. No City official or any other person may attempt to interfere with or improperly influence the Hearing Examiner in the performance of his or her duties. Violation of this subsection is a misdemeanor, punishable by up to 90 days in jail, or a fine of up to \$1,000, or both.

**2.30.080 Removal.**

The Hearing Examiner may be removed from office during a term only for just cause by the mayor with the concurrence of at least four members of the city council.

**2.30.090 Annual Report to City Council.**

The Hearing Examiner must report in writing and meet with the city council at least annually for the purpose of reviewing any amendments to city ordinances or other policies or procedures that would improve the performance of the Hearing Examiner process. Such report must include a summary of the Hearing Examiner's decisions since the last report. If requested by the city council or the mayor, the Hearing Examiner must provide additional written reports as deemed appropriate by the city council or mayor.

## **Title 9 Public Peace, Morals, and Welfare**

*The following chapters in Title 9 are created or amended:*

### ***New Chapter 9.06 Nuisances***

#### **9.06.020 Criminal penalty**

A person who commits or maintains a public nuisance, for which no special punishment is prescribed; or who willfully omits or refuses to perform any legal duty relating to the removal of a public nuisance; or who lets, or permits to be used, any land, building, or structure or portion thereof, knowing that it is intended to be or is being used for committing or maintaining any such public nuisance; is guilty of a misdemeanor, and upon conviction, may be punished by a fine not to exceed \$1,000, or imprisonment not to exceed 90 days, or both. Each day or part thereof is a separate offense.

## **Title 16 Subdivisions**

*The following chapters in Title 16 are created or amended:*

*16.04.105 Enforcement, violations and penalties, is repealed.*

## **Title 18 Environment**

*The following chapters in Title 18 are created or amended:*

### **18.14 Nuisances**

*AMC 18.14.180, Public nuisance defined, is recodified as new section AMC 9.06.040.*

*The remainder of AMC Chapter 18.14, Nuisances, is repealed.*

***New Title 20***  
**Civil Enforcement and Penalties**

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## **Chapter 20.10 General Provisions**

### **20.10.010 Policy.**

- A. The policy of the City of Anacortes is to:
  - 1. Fairly, actively, and uniformly enforce the municipal code to preserve the health, safety, and welfare of the public and the environment and not for the benefit of any particular class of persons;
  - 2. Conduct all investigations into alleged violations consistent with statutory and constitutional protections of the right of privacy;
  - 3. Use education as a first step toward achieving compliance with those codes and offer property owners the opportunity to correct violations before imposing fines;
  - 4. Use administrative orders and other measures when necessary to ensure violations are corrected.
- B. To achieve this policy, this Chapter provides authority and procedures for:
  - 1. Efficient and effective notice and opportunities to correct violations;
  - 2. Progressive monetary penalties proportionate to the violations;
  - 3. Appeal of administrative orders regarding violations;
  - 4. Collection of civil penalties; and
  - 5. Abatement and remediation of violations
- C. Supremacy. In the event of a conflict between provisions of this title and other provisions in the AMC, the provisions of this title control.

### **20.10.020 Definitions**

The following definitions apply to this Title:

“Civil violation” means a failure to comply with any mandatory provision of the Anacortes Municipal Code, including failure to comply with a permit condition or an administrative order issued pursuant to AMC Title 20.

“Director” means the director of the Planning, Community, and Economic Development Department.

“Violator” means a person who violates any mandatory provision of the Anacortes Municipal Code, or who fails to comply with a permit or an administrative order issued pursuant to AMC Title 20.

### **20.10.020 Civil violations.**

- A. A civil violation includes any act or omission that procures, aids, or abets a civil violation.
- B. Each day a civil violation continues is a separate civil violation.



- C. A civil violation is a public nuisance and is subject to abatement under this Title, RCW Chapter 7.48, and RCW Chapter 9.66.
- D. Per RCW 7.48.260, any court or magistrate before whom any proceeding for a civil violation is pending may order such nuisance abated, in addition to any fine or other punishment that it may impose for such violation, and all property unlawfully used in the maintenance thereof destroyed by the sheriff at the cost of the defendant, except that if the conviction was in a district court, the district court judge may not issue the order and warrant of abatement, but on application must transfer the cause to the superior court to try the issue of abatement in the same manner as if the action had been originally commenced therein.

**20.10.080 Joint and several liability.**

In addition to any other person who may be liable for a civil violation, the property owner is jointly and severally liable for the civil violation, payment of any civil penalties, and restoration of the site.

## **Chapter 20.20 Procedures**

**20.20.020 Investigation—Right of entry.**

- A. Investigation and Follow-Up.
  - 1. Any person who believes a civil violation has occurred may notify the Director.
  - 2. The Director must investigate an alleged civil violation and confirm it has occurred before proceeding to correct it.
  - 3. Generally, the Director should use a graduated enforcement process that uses notification and education as a first step and should offer property owners the opportunity to correct violations before imposing fines.
  - 4. The Director may decide not to take action to correct a violation, especially for *de minimus* violations or violations that require interpretations or discretionary judgments of the applicability of the land use code.
- B. Right of Entry.
  - 1. Whenever necessary to make an inspection of an alleged or suspected civil violation, the Director may, upon presentation of proper credentials and consent of the property owner or other person having charge or control of the building, structure or property, enter such building, structure, property or portion thereof at all reasonable times to inspect the same.
  - 2. If the building, structure, property, or portion thereof is unoccupied, the Director must make a reasonable effort to locate the owner or other persons having charge or control of the building, structure, property, or portion thereof and request entry.
  - 3. If entry is refused or a responsible party cannot be located, the Director may ask the City Attorney to assist in obtaining a warrant.

#### **20.20.040 Administrative orders including stop work orders.**

- A. Generally. The Director may issue an administrative order to compel correction of a civil violation, abatement of a nuisance, or payment of civil penalties.
- B. Stop work orders. The Director may issue an administrative order to immediately cease any work or activity that is causing a civil violation or a public nuisance.
- C. Supplemental orders. The Director may at any time add to, rescind in part, or otherwise modify an order by issuing a supplemental order.
- D. Final orders. An administrative order becomes final if it is not timely appealed, or if it is timely appealed and not stayed or reversed.
- E. Violations of administrative orders.
  - 1. If the person to whom an order is directed does not obey the order or does not pay the civil penalty assessed by the order, the Director may pursue any combination of the remedies in AMC Chapter 20.30.
  - 2. Failure to comply with a stop work order is a gross misdemeanor punishable upon conviction by a minimum fine of \$500 up to a maximum fine of \$1,000 or one year in jail, or both. Each day or part thereof of noncompliance with a stop work order is a separate offense.

#### **20.20.060 Administrative orders—contents.**

An order must contain the following:

- A. The name and address of the property owner, the person in possession of the property, and any other person responsible for the violation or condition.
- B. The street address or description of the property sufficient for identification of the location where the violation occurred or condition is located.
- C. A statement that the Director has identified a public nuisance or found a violation of specific code sections, permit condition, stop work order, or other administrative order.
- D. For stop work orders:
  - 1. A directive to immediately cease the work or activity until the Director rescinds the order.
  - 2. A statement of the penalties for failure to comply.
- E. For orders other than stop work orders:
  - 1. A statement of the corrective action required to be taken. If the Director has determined that corrective work is required, the order must require that all necessary permits be secured and the corrective work physically commence within a reasonable time, as determined by the Director, and a reasonable date by which the work must be completed.

2. A statement specifying the amount of any civil penalty assessed as a result of the violation and, if applicable, the conditions on which assessment of such civil penalty are contingent.
  3. A statement that if the corrective action is not commenced or completed within the time specified, the Director may proceed to abate the violation, cause the corrective work to be done, and charge the costs thereof as a lien against the property and as a joint and separate personal obligation of any person in violation.
- F. A statement of the procedural steps the City may take to ensure compliance if the violation is not corrected consistent with the order.
- G. A statement that the order is effective upon service or, for stop work orders, when the Director posts it on the subject property or serves it on the persons engaged in the work.
- H. A statement of the right to appeal an order and the method and deadline for doing so, and that failure to file a timely and complete appeal may constitute a waiver of all rights to appeal the order.

#### **20.20.080 Administrative orders—Service**

- A. All persons identified in the order must be served either personally or by mailing a copy of the order by certified mail, postage prepaid, return receipt requested.
- B. If the address of a person cannot reasonably be ascertained, then a copy of the order must be mailed by certified mail, return receipt requested, to such person at the address of the location of the violation and a copy must be posted in a conspicuous location on the premises. The failure of any such person to receive such notice does not affect the validity of any proceedings taken under this Chapter.
- C. Service by certified mail is effective on the date of mailing.

#### **20.20.100 Appeals.**

- A. Filing.
1. Who may file. Any person subject to an administrative order issued pursuant to this Chapter may appeal it in writing to the Hearing Examiner.
  2. When to file. An appeal must be filed within 14 calendar days of service of the administrative order being appealed.
  3. How to file. An appeal must be filed by submitting a Notice of Appeal to the Director on forms provided by the City, with the appeal fee set by City Council resolution.
  4. Contents. The Notice of Appeal must contain the following:
    - a. Identification of the order being appealed;
    - b. The name and address of the appellant and the appellant's interest(s) in the matter;

- c. The specific reasons why the appellant believes the order is in error;
  - d. The requested relief;
  - e. Identification of any applicable Anacortes Municipal Code sections.
- B. Automatic stay. An administrative order other than a stop work order is stayed during an appeal to the Hearing Examiner except when the Director determines that the violation will cause immediate and irreparable harm and so states in the order.
- C. Standard of review.
  - 1. The appellant bears the burden of proving that the administrative order was clearly erroneous.
  - 2. The Hearing Examiner may not overturn or modify the Director's order unless he or she finds it was clearly erroneous.
- D. Hearing. The Hearing Examiner must hold a hearing, during regular business hours, to provide opportunities for the parties to be heard on the appeal.
- E. Decision.
  - 1. The Hearing Examiner may affirm, reverse, or modify the appealed order.
  - 2. The Hearing Examiner's written decision must include findings of fact, conclusions of law, and a decision on the appeal.
  - 3. The Hearing Examiner must hold the hearing and provide the written decision on the appeal within 90 days of filing of the Notice of Appeal.
- F. Reconsideration.
  - 1. A party to an appeal may seek reconsideration of the Hearing Examiner's decision by filing a written request for reconsideration, describing the specific errors alleged, within 10 days of the date of decision.
  - 2. The Hearing Examiner must consider the request, without public comment or argument by the party filing the request. Reconsideration may be granted only when a material legal error has occurred or a material factual issue has been overlooked that would change the previous decision.
  - 3. A request for reconsideration is not required to exhaust the appellant's administrative remedies.
- G. Exhaustion of administrative remedies.
  - 1. The Hearing Examiner's decision is the final decision of the City on the order.

2. The date of final decision is the date the Hearing Examiner issued its decision, unless any party timely requests reconsideration, in which case the date of final decision is the date the Hearing Examiner makes its decision on reconsideration.

## **Chapter 20.30 Remedies**

### **20.30.020 Voluntary compliance agreement.**

- A. The City and the violator may enter into a voluntary compliance agreement at any time.
- B. The Director is authorized on behalf of the City to enter into a voluntary compliance agreement, as provided for in this Section, at any time before the City becomes involved in any lawsuit related to the enforcement action.
- C. Contents. A voluntary compliance agreement must contain the following:
  1. The name and address of the property owner, the person in possession of the property, and any other person responsible for the violation or condition.
  2. The street address or description of the property sufficient for identification of the location where the violation occurred or is located.
  3. A description of the civil violation and a reference to the specific code provisions that were allegedly violated.
  4. A detailed description of the agreed corrective action and the date by which it must be completed.
  5. The amount of the civil penalty that will be imposed, if any, pursuant to AMC 20.30.080 if the terms of the voluntary compliance agreement are not met and that the City has a consensual lien against the property for the amount of the civil penalty plus any recording fees and costs.
  6. A statement that the City retains the right to enforce the agreement as a matter of contract and retains all other rights and remedies available at law.
  7. A statement that if the Director determines that the terms of the voluntary compliance agreement are not met, the Director may proceed with enforcement consistent with this Title.
  8. A statement that by entering into the voluntary compliance agreement the violator admits that the conditions described in the voluntary compliance agreement exist and constitute a civil violation.
  9. A statement that the violator knowingly, voluntarily, and intelligently waives the right to appeal any current or future administrative order arising from the same conditions or violations, including current or future civil penalties associated with the same conditions or violations.



- D. The Director may grant an extension of the time limit for compliance or a modification of the required corrective action if the violator has shown due diligence or substantial progress in correcting the violation and the circumstances support such an extension.

**20.30.040 Certificate of Non-Compliance.**

- A. After an administrative order becomes final, the Director may record with the County Auditor a certificate of non-compliance against any real property subject to the order.
- B. The certificate of non-compliance must describe:
  - 1. the property subject to the order;
  - 2. the violation;
  - 3. the amount of unpaid civil penalties;
  - 4. the method of releasing the certificate of non-compliance.
- C. Upon request of the property owner or violator, the Director must record a release of the certificate of non-compliance if:
  - 1. The administrative order is satisfied;
  - 2. All civil penalties are paid; and
  - 3. All costs associated with recording the certificate of non-compliance and the release of the certificate of non-compliance are paid.

**20.30.060 Civil infraction.**

- A. A person who causes a civil violation, or by any act of commission or omission procures, aids, or abets such a civil violation, is subject to a class 1 civil infraction in accordance with RCW Chapter 7.80, unless otherwise specifically provided.
- B. The maximum penalty and the default amount for a class 1 civil infraction is \$250, not including statutory assessments.
- C. A civil infraction may be imposed in addition to or as an alternative to any other judicial or administrative remedy.

**20.30.080 Civil penalty.**

- A. In addition to or as an alternative to any other judicial or administrative remedy, a person who causes a civil violation, or by any act of commission or omission procures, aids, or abets such a civil violation, may be subject to a civil penalty.
- B. Amount of Civil Penalty.
  - 1. The amount of civil penalty is \$100 per day per violation unless otherwise provided.

2. For a civil violation related to critical areas, as defined in the Anacortes Municipal Code, the Director may impose an additional civil penalty up to:
  - a. An amount, not to exceed \$25,000, that is reasonable based upon the nature and extent of the violation and the costs to the City of enforcing this Chapter against the violator; or
  - b. An amount equal to twice the economic benefit that the violator derived from the violation as measured by the greater of:
    - i. The resulting increase in the market value of the property or the value received by the violator; or
    - ii. The savings of construction costs realized by the violator derived from the act that constituted the violation.
3. A person found in violation of a new and separate civil violation within one year of the resolution of a prior civil violation may be subject to double the civil penalties normally imposed for such a violation.
4. The Director may reduce a civil penalty based on one or more of the following mitigating factors:
  - a. The violator showed good faith or substantial progress, or both, in correcting the violation; or
  - b. The violator was not the primary cause of the violation.
- C. Collection of Civil Penalties.
  1. An order to pay civil penalties is valid for the penalties accrued as of the date of the order, and for future penalties that accrue until a specified event.
  2. The Director may issue a supplemental order for additional civil penalties. That order is appealable only for the additional civil penalties imposed by the supplemental order.
  3. Per RCW 19.16.500, the Director may refer orders to pay civil penalties to collection agencies 30 days after service, and may add a reasonable fee to cover the costs of collection.
- D. Payment of a civil penalty pursuant to this Chapter does not relieve the violator of the duty to correct the violation.

#### **20.30.100 Abatement.**

- A. For a civil violation related to illicit discharges or connections, the Director may:
  1. Require implementation of BMPs described in the Stormwater Management Manual and, when necessary, AKART BMPs as described in RCW 90.48.010 and 90.48.520.

2. Require the violator to sample and analyze any discharge, surface and stormwater, groundwater, or sediment, in accordance with the sampling and analytical procedures and requirements determined by the Director, and provide that analysis to the Director.
  3. Make inspections as required to determine compliance, including observation of BMPs or sampling surface and stormwater or groundwater as often as may be necessary.
- B. If the required corrective work is not commenced or completed within the time specified, the Director may ask the Prosecuting Attorney's office to assist in abating the public nuisance.
- C. Consistent with RCW 35A.21.160, RCW 35.22.280(30), and RCW 35.80.030, the City may abate the violation itself and charge the costs of abating the violation as a public nuisance lien against the property.
- D. Per RCW 35.80.030, the City may abate unfit dwellings, buildings, structures, or property following the procedures in this Title and RCW 35.80.030, and may direct the County Treasurer to charge the costs of abatement as an assessment upon the tax rolls against the real property.
1. The Director is the municipal officer designated and authorized to exercise the powers necessary to carry out the purposes authorized by RCW 35.80.030.
  2. The Hearing Examiner is the appeals commission designated to hear and decide appeals within sixty days of date of filing, as required by RCW 35.80.030(1)(g).

#### **20.30.120 Settlement.**

The Director may, with the advice and consent of the City Attorney, enter into negotiations with parties in an enforcement action or named in a lawsuit under this Title or their legal representatives, for the purposes of negotiating a settlement to such action or lawsuit. The settlement may include a compromise regarding the collection of civil penalties but must consider the interests of the public and be in the best interests of the City.

#### **20.30.160 Alternative remedies.**

In addition to any other penalty or method of enforcement, the City Attorney may bring actions for injunctive or other relief to enforce the Anacortes Municipal Code.

**Commented [RW2]:** This is not expressed in the statutes cited. Can we find other authority for the liens for costs of abatement?

**Commented [SD3R2]:** I find it referenced in RCW 35.80.030(h). The section says that the amount of repairs, alterations, improvements, vacating, closing, removal or demolition shall be assessed against the real property. The assessment then constitutes a lien against the property of equal rank with state, county, and municipal taxes.

I'm Carol O'Hearn. I live at 11039 Post Dr.

I have several thoughts on the concept of hearing examiner and amending AMC Titles 2, 9 and 18 and creating Title 20.

From reading these proposed revisions:

Number 1. There is too much discretion allowed the director...whoever the director is currently or in the future.

Number 2. There needs to be more forceful, certain, definite, direct language in these codes. There is too much leeway in using the word may. I'm advocating changing the words "may" to "will."

Without more forceful, certain, definitive and direct language, you're asking for the same problems with the codes you have now. What words and phrases are you using to describe the codes? The words and phrases are codes are "unclear," "difficult to enforce," "city staff have not been pursuing code enforcement actions, knowing that they will likely be unsuccessful."

As an example: As a parent or teacher you learn to judge whether you need to be more direct or most direct in your language to each individual child—yours or others. You learn where a child will find the wiggle room. You learn how a child will respond to "you will" or "you may". Because telling a child "you may do something (fill in the blank)," or "you will do something (again fill in the blank) becomes very important.

As they grow up and become adults and employees, they learn whether they need to ask for permission or ask for forgiveness. That's the issue here, too.

Number 3. I've attended hearing examiner appeals in Mount Vernon. I notice the Hearing Examiner requires staff to be sworn in as well. Regardless of whether you adopt a hearing examiner, requiring the staff to be sworn in like everyone else is a good idea.

So, bottom line: Are you serious about these changes? Are you serious? If you are serious, then use the most restrictive language. Without more forceful, certain, definitive, direct language, you're asking for the same problem with the codes you have now.

*Carol O'Hearn*

September 26, 2016

Good Evening Mayor Gere and Council Members,

My name is Gene Derig and I reside at 1302 K Avenue.

Here are some questions and comments regarding the Hearing Examiner position, addressed in Title 2:

First off, I am wondering why the term Hearing Examiner wasn't referenced on this evening's agenda.

Next, there is a statement which begins at the bottom of the page 1 on agenda item 6a, which says:

"Code Enforcement Actions do not involve community planning or discretionary permits. Therefore this update creates the office of the hearing examiner in Title 2 for the purpose of hearing code enforcement appeals. " What exactly does this mean? Can you give me an example?

Specifically what is he/she going to hear?

What will he/she be doing that isn't being done now?

Which responsibilities will she/he be taking from our elected or appointed public servants?

Now, regarding attachment A, amendments to the Anacortes Municipal Code, Title 2, Personnel and Administration, I have these comments:

Under **2.30.030 Qualifications**, a point to consider might be this:

What is the candidate's decision-making history?

Under **2.30.050 Powers and Jurisdiction**, under point B, "the hearing examiner may conduct public hearings and decide matters as prescribed by the Anacortes Municipal Code. " "May" is a word indicating discretion. What guidelines are there for that discretion?

Under C1 , you will find this portion of a sentence: "...and conduct discovery procedures which may include propounding interrogatories..." What exactly does that mean?

Under **C5**, "Dispose of procedural requests or similar matters". What does that mean?

Moving onto **2.30.070 Conflict of Interest**, under point **B**, what is the discipline administered if the hearing examiner fails to divulge a conflict of interest that is discovered via citizen research? There is no mention here of consequences for the hearing examiner in such a situation.

Under **2.30.080 Removal**, what constitutes just cause for removal and when has a hearing examiner been removed from office in Skagit County for just cause?

I have other questions but will let those wait for the time being.

Thank you for your time,

Gene M. Derig  
[gderig@me.com](mailto:gderig@me.com)  
360-293-3928



# **CODE ENFORCEMENT ORDINANCE**

**CITY OF ANACORTES – SEPTEMBER 26, 2016**

# NEED FOR IMPROVED CODE ENFORCEMENT

- Code enforcement provisions are scattered throughout code
- Inconsistent procedures and rules are difficult for public and staff to understand and apply
- Issues with code prevent staff from pursuing code enforcement
- Code enforcement procedures should be updated to allow updated development code

# HIGHLIGHTS OF ORDINANCE 2988

- **Creates Code Enforcement Procedures and remedies**
  - **Title 20**: New Title: Civil Enforcement and Penalties
- **Fixes Nuisance Code in light of new Title 20**
  - **Title 9**: Adds new sections on Nuisances
    - Public nuisance defined
    - Criminal penalties
  - **Title 18**: Removes Nuisances from Title 18 (Environment)
- **Provides a Hearing Examiner to hear Code Enforcement Appeals**
  - **Title 2**: Creates the Office of the Hearing Examiner
- **Cleans up Misc. Code Enforcement Provisions**
  - **Title 16**: Deletes code enforcement procedures from Subdivision Title

# WHY A SEPARATE TITLE 20?

- Code enforcement is separate from development permits
- Title 20 will fix problems throughout the code
- Current code update focuses on consolidating procedures, not creating extras
- Current code enforcement procedures will apply to ALL code enforcement
- Necessary to support new unified development code



# STRUCTURE OF TITLE 20

- **Chapter 20.10: General Provisions**

- Policy
- Definitions
- Civil Violations

- **Chapter 20.20: Procedures**

- Investigation
- Administrative Orders
- Appeals

- **Chapter 20.30: Remedies**

- Voluntary Compliance Agreements
- Certificates of Non-Compliance
- Infractions and Penalties
- Abatement
- Settlement

# ADDITIONAL CONSIDERATIONS

- Code Enforcement update is necessary to support LID update and Title 19 update
  - City is required to implement LID update by end of 2016
  - Title 19 update is necessary to support LID update
- Fees must be set by resolution
- After Ord 2988 is passed, City will likely have many more code enforcement actions
  - Will go to Council if not set up with HE system
  - Increased demand on City resources
- Remedies and procedures align Anacortes with generally-accepted standards found in neighboring jurisdictions
- Public will be able to go to one place (Title 20) for all code enforcement procedures

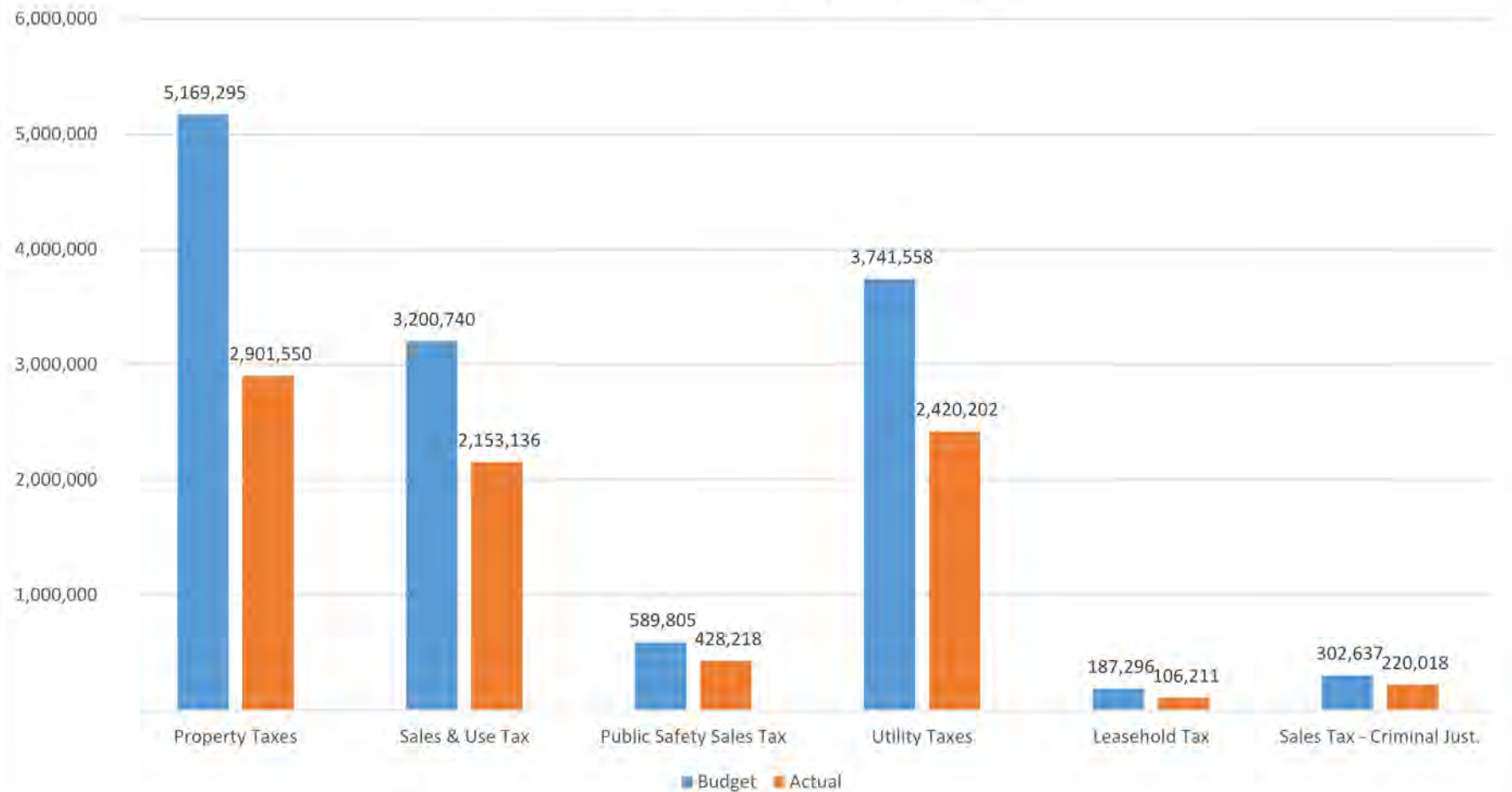


A decorative graphic on the left side of the slide, consisting of two parallel, wavy lines. The inner line is yellow and the outer line is white, creating a stylized, organic shape that resembles a speech bubble or a stylized letter 'Q'.

# QUESTIONS?

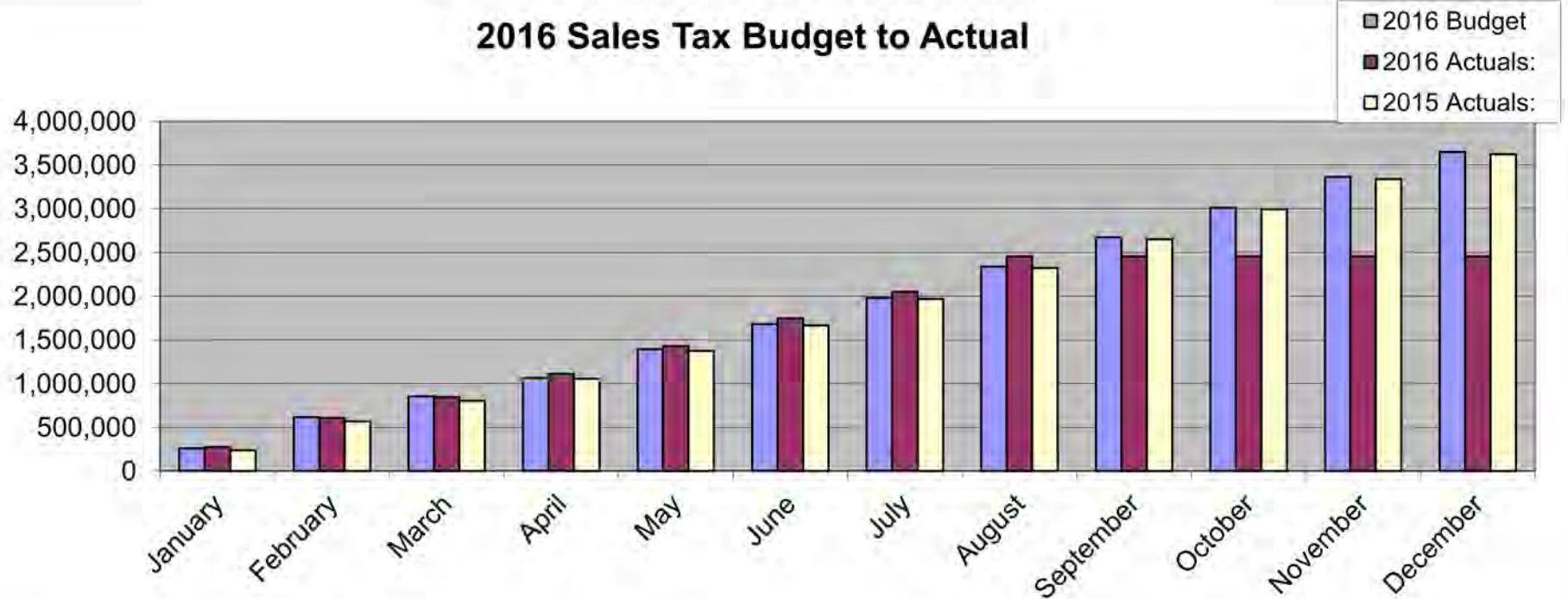
**THANK YOU!**

## 2016 Tax Revenue Budget to Actual



| Taxes                      | Budget    | Actual    | Jan - Aug 67% |
|----------------------------|-----------|-----------|---------------|
| Property Taxes             | 5,169,295 | 2,901,550 | 56%           |
| Sales & Use Tax            | 3,200,740 | 2,153,136 | 67%           |
| Public Safety Sales Tax    | 589,805   | 428,218   | 73%           |
| Utility Taxes              | 3,741,558 | 2,420,202 | 65%           |
| Leasehold Tax              | 187,296   | 106,211   | 57%           |
| Sales Tax - Criminal Just. | 302,637   | 220,018   | 73%           |

## 2016 Sales Tax Budget to Actual



|                     | January | February | March   | April     | May       | June      | July      | August    | September | October   | November  | December  |
|---------------------|---------|----------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>2016 Budget</b>  | 259,581 | 615,862  | 854,555 | 1,066,276 | 1,394,708 | 1,682,192 | 1,981,534 | 2,336,572 | 2,673,321 | 3,010,372 | 3,361,303 | 3,648,844 |
| 2016 Actuals:       | 270,996 | 607,357  | 847,117 | 1,112,232 | 1,430,188 | 1,744,885 | 2,050,785 | 2,454,555 | 2,454,555 | 2,454,555 | 2,454,555 | 2,454,555 |
| 2015 Actuals:       | 237,766 | 567,915  | 802,184 | 1,055,710 | 1,373,158 | 1,665,523 | 1,967,649 | 2,323,246 | 2,649,836 | 2,994,400 | 3,337,621 | 3,623,463 |
| Year to prior year: | 14.0%   | 6.9%     | 5.6%    | 5.4%      | 4.2%      | 4.8%      | 4.2%      | 5.7%      |           |           |           |           |
| Year to budget:     | 4.4%    | -1.4%    | -0.9%   | 4.3%      | 2.5%      | 3.7%      | 3.5%      | 5.0%      |           |           |           |           |

### Actual Receipts:

|                    |         |         |         |         |         |         |         |         |         |         |         |         |
|--------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| <b>2016 Total:</b> | 270,996 | 336,361 | 239,760 | 265,116 | 317,956 | 314,697 | 305,900 | 403,770 |         |         |         |         |
| Month % change:    | 14.0%   | 1.9%    | 2.3%    | 4.6%    | 0.2%    | 7.6%    | 1.2%    | 13.5%   |         |         |         |         |
| <b>2015 Total:</b> | 237,766 | 330,149 | 234,269 | 253,526 | 317,448 | 292,365 | 302,126 | 355,597 | 326,590 | 344,564 | 343,221 | 285,842 |

## Real Estate Excise Tax (REET)

|             | Total REET Revenues |         |              |
|-------------|---------------------|---------|--------------|
|             | 2015                | 2016    | % YTD Change |
| January     | 76,641              | 90,785  |              |
| February    | 58,467              | 41,788  |              |
| March       | 83,496              | 52,085  |              |
| April       | 84,647              | 100,310 |              |
| May         | 99,114              | 128,959 | 2.9%         |
| June        | 107,656             | 132,996 | 7.2%         |
| July        | 125,559             | 121,693 | 7.1%         |
| August      | 131,356             | 157,115 | 7.7%         |
| September   | 75,122              |         |              |
| October     | 107,324             |         |              |
| November    | 89,971              |         |              |
| December    | 55,861              |         |              |
| To date     | 1,095,214           | 825,730 |              |
| 2016 Budget |                     | 630,000 |              |
| % Received  |                     | 131%    |              |

|         | Current      | 2016             | Estimated   |
|---------|--------------|------------------|-------------|
|         | Cash Balance | Budgeted Expense | Ending Cash |
| REET 1: | 1,500,788    | 840,997          | 974,791     |
| REET 2: | 1,620,509    | 327,500          | 1,608,009   |

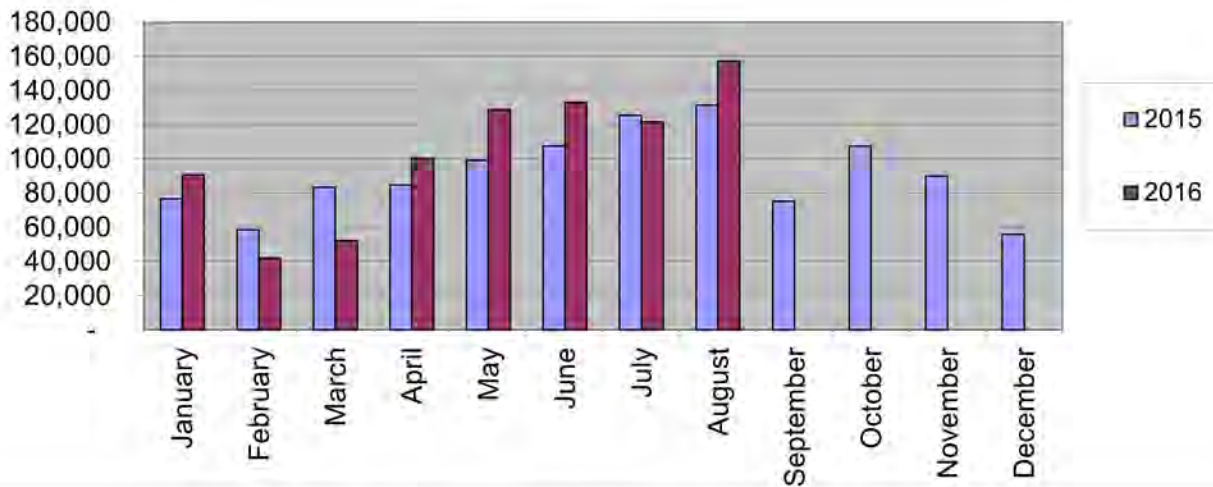
### ALLOWABLE USE OF REET

**REET 1:** RCW 82.46.010: public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative facilities; judicial facilities

**REET 2:** RCW 82.46.035: public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks

**Primary difference:** REET 2 is more restrictive, cannot be used for Parks Acquisition, Trails, or Public Safety.

## Cumulative REET





## IMPACT FEES

|           | Impact Fee Revenues |        |       |
|-----------|---------------------|--------|-------|
|           | Street              | Park   | Fire  |
| January   | 8,100               | 5,535  | -     |
| February  | 6,300               | 6,120  | -     |
| March     | 10,980              | 4,275  | -     |
| April     | 11,700              | 9,750  | -     |
| May       | 7,200               | 6,090  | -     |
| June      | 11,700              | 9,750  | -     |
| July      | 4,500               | 3,075  | -     |
| August    | 15,235              | 6,765  | -     |
| September |                     |        |       |
| October   |                     |        |       |
| November  |                     |        |       |
| December  |                     |        |       |
| To date   | 75,715              | 51,360 |       |
| July 2015 | 79,637              | 46,590 | 8,320 |
| % change: | -5.2%               | 9.3%   |       |

|        | Current Cash Balance | 2016 Budgeted Expense | Estimated Ending Cash |
|--------|----------------------|-----------------------|-----------------------|
| Street | 529,624              | 0                     | 583,706               |
| Parks  | 248,135              | 0                     | 284,821               |

Impact Fee Revenues



**CITY OF ANACORTES**  
**GENERAL FUND**  
**Revenues**  
**January - August 2016**

| REVENUES                                    | 2016<br>Adj Budget | % of Total<br>Budget | Year to date<br>Actuals | % Rec'd      |
|---------------------------------------------|--------------------|----------------------|-------------------------|--------------|
| <b>290 BEGINNING FUND BALANCE</b>           | <b>947,160</b>     | 7.2%                 | 0                       |              |
| <b>310 TAXES</b>                            | <b>BUDGET</b>      | <b>% OF BUDGET</b>   | <b>YTD</b>              | <b>66.7%</b> |
| Property Taxes                              | 591,403            | 4.5%                 | 333,544                 | 56.4%        |
| Sales & Use Tax                             | 3,200,740          | 24.3%                | 2,153,136               | 67.3%        |
| Public Safety Sales Tax                     | 589,805            | 4.5%                 | 428,218                 | 72.6%        |
| Utility Taxes                               | 3,741,558          | 28.4%                | 2,420,202               | 64.7%        |
| Leasehold Tax                               | 187,296            | 1.4%                 | 106,211                 | 56.7%        |
| Sales Tax - Criminal Just.                  | 302,637            | 2.3%                 | 220,018                 | 72.7%        |
| <b>TOTAL TAXES</b>                          | <b>8,613,438</b>   | <b>65%</b>           | <b>5,661,330</b>        | <b>65.7%</b> |
| <b>320 LICENSE &amp; PERMITS</b>            |                    |                      | <b>YTD</b>              | <b>66.7%</b> |
| Franchise Fees                              | 243,927            | 1.9%                 | 197,519                 | 81.0%        |
| Business Licenses                           | 65,207             | 0.5%                 | 47,820                  | 73.3%        |
| Building Permits                            | 446,305            | 3.4%                 | 501,552                 | 112.4%       |
| Other                                       | 14,750             | 0.1%                 | 10,812                  | 73.3%        |
| <b>TOTAL LICENSES &amp; PERMITS</b>         | <b>770,190</b>     | <b>6%</b>            | <b>757,703</b>          | <b>98.4%</b> |
| <b>330 INTERGOVERNMENTAL REVENUES</b>       |                    |                      | <b>YTD</b>              | <b>66.7%</b> |
| Marijuana enforcement                       | 0                  | 0.0%                 | 4,183                   |              |
| Liquor/Beer Excise Tax                      | 70,880             | 0.5%                 | 56,125                  | 79.2%        |
| Liquor Control Board Profits                | 137,760            | 1.0%                 | 70,308                  | 51.0%        |
| In Lieu of Taxes                            | 5,797              | 0.0%                 | 4,631                   | 79.9%        |
| Public Safety Sales Tax                     | 103,000            | 0.8%                 | 110,556                 | 107.3%       |
| Grants                                      | 389,795            | 3.0%                 | 217,838                 | 55.9%        |
| <b>TOTAL INTERGOVERNMENTAL REVENUES</b>     | <b>636,352</b>     | <b>4.8%</b>          | <b>463,640</b>          | <b>72.9%</b> |
| <b>340 CHARGES FOR GOODS &amp; SERVICES</b> |                    |                      | <b>YTD</b>              | <b>66.7%</b> |
| Planning                                    | 38,823             | 0.3%                 | 45,254                  | 116.6%       |
| Public Safety, Culture, Legal               | 43,379             | 0.3%                 | 25,835                  | 59.6%        |
| <b>TOTAL CHARGES</b>                        | <b>82,203</b>      | <b>0.6%</b>          | <b>71,089</b>           | <b>86.5%</b> |
| <b>350 FINES &amp; FORFEITS</b>             |                    |                      | <b>YTD</b>              | <b>66.7%</b> |
| Local Infractions                           | 195,283            | 1.5%                 | 138,940                 | 71.1%        |
| Parking Infractions                         | 4,882              | 0.0%                 | 1,822                   | 37.3%        |
| <b>TOTAL FINES &amp; FORFEITS</b>           | <b>200,165</b>     | <b>1.5%</b>          | <b>140,762</b>          | <b>70.3%</b> |
| <b>360 MISCELLANEOUS REVENUES</b>           |                    |                      | <b>YTD</b>              | <b>66.7%</b> |
| Investment earnings                         | 96,779             | 0.7%                 | 47,470                  | 49.1%        |
| Leases                                      | 18,049             | 0.1%                 | 7,963                   | 44.1%        |
| Misc. Revenue- other                        | 20,000             | 0.2%                 | 61,583                  | 307.9%       |
| <b>TOTAL MISCELLANEOUS REVENUES</b>         | <b>134,828</b>     | <b>1.0%</b>          | <b>117,016</b>          | <b>86.8%</b> |
| <b>380 / 390 OTHER SOURCES</b>              |                    |                      | <b>YTD</b>              | <b>66.7%</b> |
| Overhead Accruals                           | 1,014,438          | 7.7%                 | 676,292                 | 66.7%        |
| DIS reimbursements                          | 616,940            | 4.7%                 | 411,293                 | 66.7%        |
| Disposition of Capital                      | 0                  |                      |                         |              |
| Operating Transfers                         | 139,893            |                      |                         |              |
| <b>TOTAL NON-REVENUE</b>                    | <b>1,771,271</b>   | <b>13.5%</b>         | <b>1,087,585</b>        | <b>61.4%</b> |
| <b>TOTAL REVENUES</b>                       | <b>13,155,606</b>  |                      | <b>8,299,124</b>        | <b>63.1%</b> |
| <b>EXPENDITURES</b>                         | <b>13,155,606</b>  |                      | <b>8,527,564</b>        | <b>64.8%</b> |
|                                             |                    |                      | <b>-228,440</b>         |              |

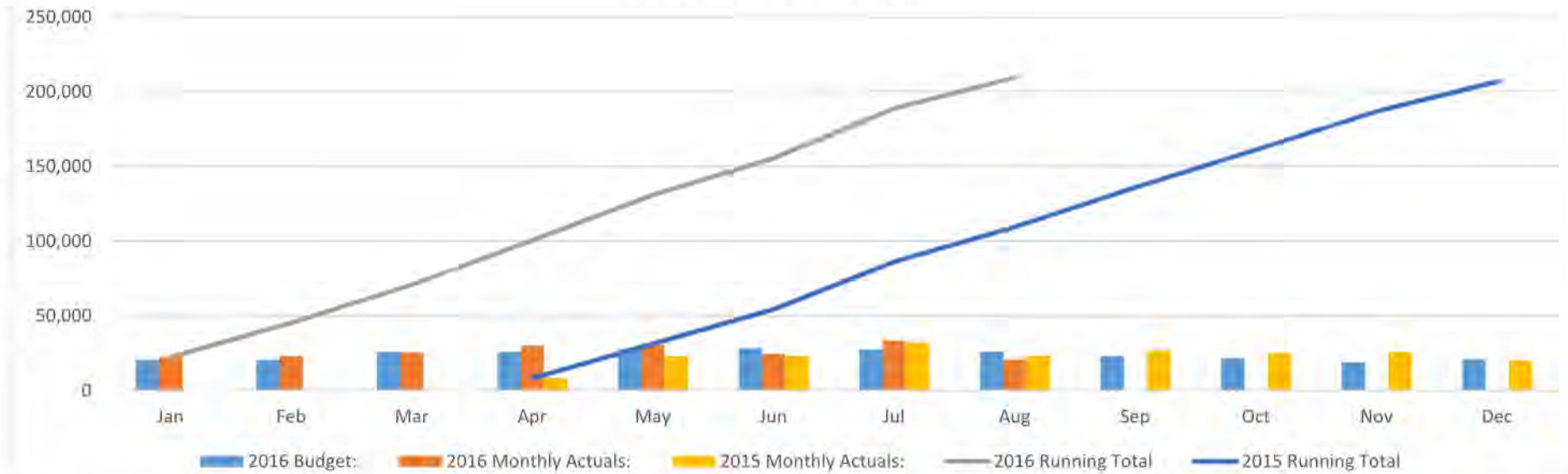


CITY OF ANACORTES  
GENERAL FUND  
Expenditures  
January - August 2016

|                           | 2016<br>Original<br>Budget | 2016<br>Adj Budget | % of Total | 2016<br>Actuals | 67%<br>% Exp |   |
|---------------------------|----------------------------|--------------------|------------|-----------------|--------------|---|
| <b>GENERAL GOVERNMENT</b> |                            |                    |            |                 |              |   |
| 110 Legislative           | 263,448.39                 | 263,448.39         | 2.0%       | 203,539.67      | 77.3%        | A |
| 120 Executive             | 249,314.90                 | 249,314.90         | 1.9%       | 123,704.43      | 49.6%        |   |
| 130 Judicial              | 623,395.96                 | 623,395.96         | 4.7%       | 414,563.30      | 66.5%        |   |
| 210 Finance               | 909,877.47                 | 909,877.47         | 6.9%       | 450,132.16      | 49.5%        | B |
| 220 Data Processing       | 605,607.98                 | 605,607.98         | 4.6%       | 483,036.98      | 79.8%        | C |
| 230 Human Resources       | 475,618.27                 | 475,618.27         | 3.6%       | 360,930.00      | 75.9%        | D |
| 240 Planning              | 987,911.93                 | 1,074,311.93       | 8.2%       | 579,518.90      | 53.9%        |   |
| 250 Legal                 | 361,544.64                 | 361,544.64         | 2.7%       | 242,835.45      | 67.2%        |   |
| <b>PUBLIC SAFETY</b>      |                            |                    |            |                 |              |   |
| 310 Police                | 5,326,701.58               | 5,326,701.58       | 40.5%      | 3,570,526.42    | 67.0%        |   |
| 320 Medic/Fire            | 1,847,671.34               | 1,874,321.34       | 14.2%      | 1,247,312.66    | 66.5%        |   |
| <b>QUALITY OF LIFE</b>    |                            |                    |            |                 |              |   |
| 450 Museum                | 339,121.63                 | 367,657.63         | 2.8%       | 224,449.46      | 61.0%        |   |
| <b>PUBLIC WORKS</b>       |                            |                    |            |                 |              |   |
| 712 Engineering           | 178,772.98                 | 178,772.98         | 1.4%       | 24,264.05       | 13.6%        | E |
| 713 Facilities            | 497,060.01                 | 702,060.01         | 5.3%       | 524,911.16      | 74.8%        |   |
| 714 Resource Conserv.     | 142,972.96                 | 142,972.96         | 1.1%       | 77,839.05       | 54.4%        |   |
|                           | 12,809,020                 | 13,155,606         | 100%       | 8,527,564       | 64.8%        |   |

A - ahead of budget primarily from voter registration costs underbudgeted, and paid early in year  
B - way under budget, 200K op transfer to support overlays budgeted here  
C - ahead of budget from hardware purchases, and software licensing fees paid early in year  
D - ahead of budget from city insurance payments made out of HR budget  
E - \$200K solar panel expense project at beginning of year

### Transportation Benefit District Budget to Actual Revenues



| Month                    | Jan    | Feb    | Mar    | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     |
|--------------------------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Anticipated Collection * | 7.20%  | 7.20%  | 9.00%  | 9.00%   | 9.70%   | 9.90%   | 9.60%   | 9.10%   | 8.00%   | 7.50%   | 6.60%   | 7.30%   |
| 2016 Budget:             | 20,531 | 20,531 | 25,664 | 25,664  | 27,660  | 28,231  | 27,375  | 25,950  | 22,813  | 21,387  | 18,821  | 20,817  |
| 2016 Monthly Actuals:    | 22,374 | 22,928 | 25,423 | 29,858  | 30,472  | 24,453  | 33,422  | 20,651  |         |         |         |         |
| 2016 Running Total       | 22,374 | 45,302 | 70,726 | 100,584 | 131,056 | 155,509 | 188,932 | 209,583 |         |         |         |         |
| 2015 Monthly Actuals:    |        |        |        | 8,257   | 22,968  | 22,968  | 32,076  | 23,126  | 26,611  | 25,186  | 25,720  | 19,899  |
| 2015 Running Total       |        |        |        | 8,257   | 31,225  | 54,193  | 86,269  | 109,395 | 136,006 | 161,192 | 186,912 | 206,811 |

\* **Table 2: Average Percentage of Vehicles Renewing Each Month Statewide**  
(5 years of renewal data was used to calculate average percent)

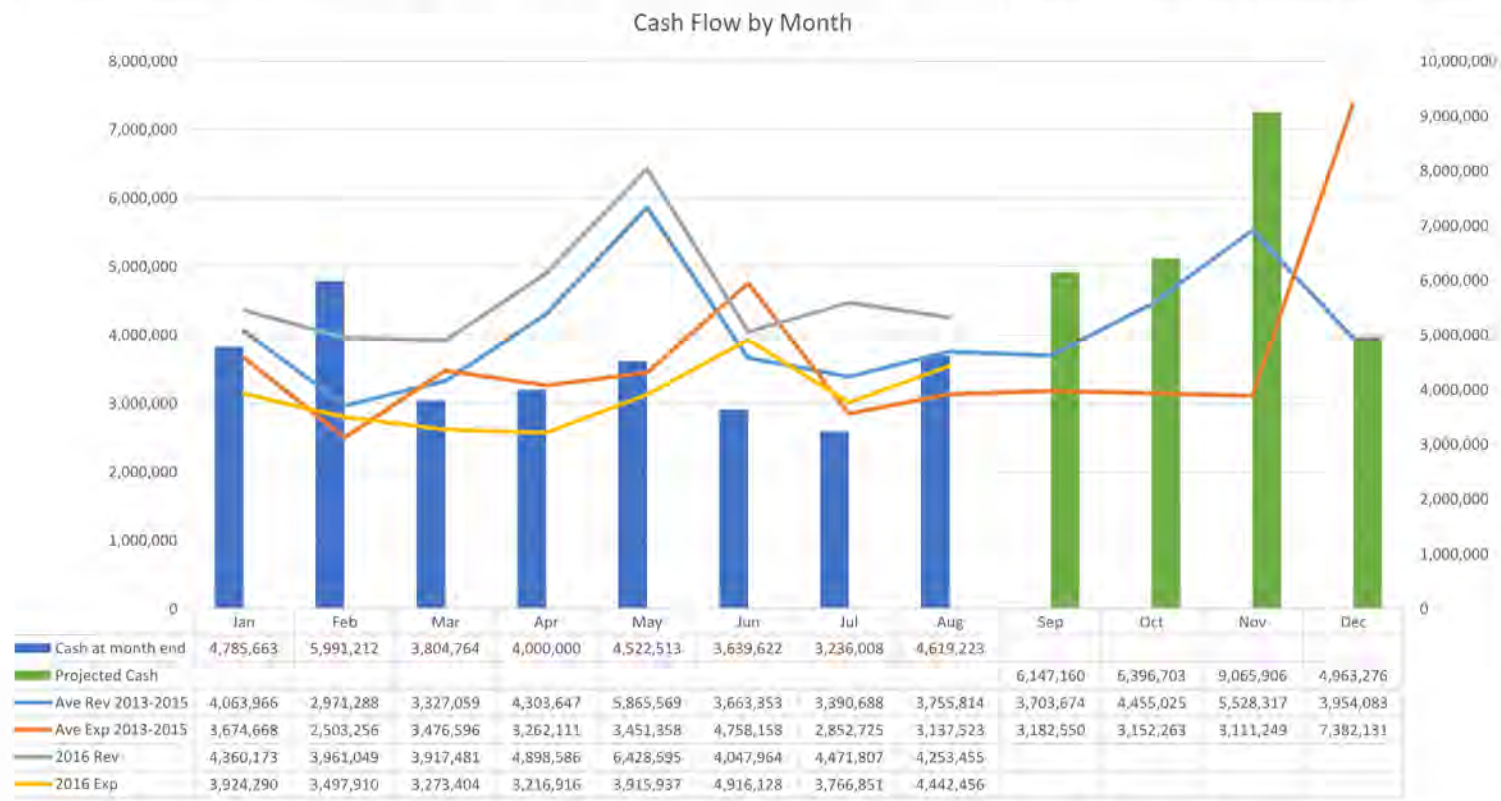
CITY OF ANACORTES  
ALL FUNDS  
Revenues/Expenditures  
January - August 2016

|     |                      | 2016<br>Adj Budget | Year to date<br>Actuals<br><b>67%</b> | % of Total<br>Budget |
|-----|----------------------|--------------------|---------------------------------------|----------------------|
| 001 | GENERAL FUND         |                    |                                       |                      |
|     | Revenue              | 13,155,606         | 8,299,124                             | 63%                  |
|     | Expenditure          | 13,155,606         | 8,527,564                             | 65%                  |
|     | Difference           | 0                  | -228,440                              |                      |
| 101 | PARK & RECREATION    |                    |                                       |                      |
|     | Revenue              | 1,495,272.49       | 894,207.53                            | 60%                  |
|     | Expenditure          | 1,495,272.49       | 994,111.43                            | 66%                  |
|     | Difference           | 0                  | -99,904                               |                      |
| 102 | CEMETERY             |                    |                                       |                      |
|     | Revenue              | 212,528.43         | 127,566.32                            | 60%                  |
|     | Expenditure          | 212,528.43         | 140,628.14                            | 66%                  |
|     | Difference           | 0                  | -13,062                               |                      |
| 103 | LIBRARY              |                    |                                       |                      |
|     | Revenue              | 1,341,912.74       | 763,060.94                            | 57%                  |
|     | Expenditure          | 1,341,912.75       | 886,478.26                            | 66%                  |
|     | Difference           | 0                  | -123,417                              |                      |
| 104 | STREET MAINTENANCE   |                    |                                       |                      |
|     | Revenue              | 2,133,702.46       | 896,060.36                            | 42%                  |
|     | Expenditure          | 2,133,702.46       | 1,847,694.32                          | 87%                  |
|     | Difference           | 0                  | -951,634                              |                      |
| 105 | ARTERIAL STREET      |                    |                                       |                      |
|     | Revenue              | 1,013,586.76       | 149,555.68                            | 15%                  |
|     | Expenditure          | 1,013,586.76       | 279,738.84                            | 28%                  |
|     | Difference           | 0                  | -130,183                              |                      |
| 106 | Trans Bene Dist      |                    |                                       |                      |
|     | Revenue              | 285,159.60         | 209,583.00                            | 73%                  |
|     | Expenditure          | 285,159.60         | 0.00                                  |                      |
|     | Difference           | 0                  | 209,583                               |                      |
| 107 | WASHINGTON PARK      |                    |                                       |                      |
|     | Revenue              | 246,721.01         | 225,726.58                            | 91%                  |
|     | Expenditure          | 246,721.01         | 198,651.22                            | 81%                  |
|     | Difference           | 0                  | 27,075                                |                      |
| 108 | PARKS CAPITAL        |                    |                                       |                      |
|     | Revenue              | 725,000.00         | 27,997.29                             | 4%                   |
|     | Expenditure          | 725,000.00         | 103,586.89                            |                      |
|     | Difference           | 0                  | -75,590                               |                      |
| 110 | AMBULANCE FUND       |                    |                                       |                      |
|     | Revenue              | 2,888,454.57       | 2,417,596.43                          | 84%                  |
|     | Expenditure          | 2,888,454.57       | 2,168,221.28                          | 75%                  |
|     | Difference           | 0                  | 249,375                               |                      |
| 112 | DEVELOPMENT FEES     |                    |                                       |                      |
|     | Revenue              | 0                  | 124,784.18                            |                      |
|     | Expenditure          | 0.00               | 0.00                                  |                      |
|     | Difference           | 0                  | 124,784                               |                      |
| 113 | ACFL MANAGEMENT FUND |                    |                                       |                      |
|     | Revenue              | 38,768.25          | 27,008.52                             | 70%                  |
|     | Expenditure          | 38,768.25          | 57,623.30                             | 149%                 |
|     | Difference           | 0                  | -30,615                               |                      |

CITY OF ANACORTES  
ALL FUNDS  
Revenues/Expenditures  
January - August 2016

|     |                                       | 2016<br>Adj Budget | Year to date<br>Actuals<br><b>67%</b> | % of Total<br>Budget |                        |
|-----|---------------------------------------|--------------------|---------------------------------------|----------------------|------------------------|
| 135 | TOURISM                               |                    |                                       |                      |                        |
|     | Revenue                               | 250,000.00         | 207,678.55                            | 83%                  |                        |
|     | Expenditure                           | 250,000.00         | 169,065.49                            | 68%                  |                        |
|     | Difference                            | 0                  | 38,613                                |                      |                        |
| 180 | COMMUNITY DEVELOPMENT                 |                    |                                       |                      |                        |
|     | Revenue                               | 427,157.03         | 168,211.46                            | 39%                  |                        |
|     | Expenditure                           | 427,157.03         | 196,978.20                            | 46%                  |                        |
|     | Difference                            | 0                  | -28,767                               |                      |                        |
| 200 | 2000 GO BOND DEBT SERVICE             |                    |                                       |                      |                        |
|     | Revenue                               | 477,787.47         | 264,435.92                            | 55%                  |                        |
|     | Expenditure                           | 509,160.00         | 45,005.00                             | 9%                   |                        |
|     | Difference                            | -31,373            | 219,431                               |                      |                        |
| 209 | 2009 PUBLIC SAFETY REFUNDING          |                    |                                       |                      |                        |
|     | Revenue                               | 295,572.53         | 84,354.38                             | 29%                  |                        |
|     | Expenditure                           | 264,200.00         | 14,600.00                             | 6%                   |                        |
|     | Difference                            | 31,373             | 69,754                                |                      |                        |
| 335 | GROWTH MANAGEMENT CAPITAL IMPROVEMENT |                    |                                       |                      |                        |
|     | Revenue                               | 1,024,740.00       | 825,730.44                            | 81%                  |                        |
|     | Expenditure                           | 1,024,740.00       |                                       | 0%                   |                        |
|     | Difference                            | 0                  | 825,730                               |                      |                        |
| 401 | WATER                                 |                    |                                       |                      |                        |
|     | Revenue                               | 14,943,899.16      | 11,688,710.52                         | 78%                  | Chgs budg 7,046,544.68 |
|     | Expenditure                           | 14,943,899.16      | 6,547,126.03                          | 44%                  | Actuals: 5,523,448.74  |
|     | Difference                            | 0                  | 5,141,584                             |                      | % collected: 78%       |
|     |                                       |                    |                                       |                      | Cap Budg: 8,009,206.00 |
|     |                                       |                    |                                       |                      | Actuals: 5,505,932.33  |
|     |                                       |                    |                                       |                      | % collected: 69%       |
| 440 | SEWER                                 |                    |                                       |                      |                        |
|     | Revenue                               | 6,569,472.78       | 4,411,511.63                          | 67%                  | Chgs budg 4,443,710.35 |
|     | Expenditure                           | 6,569,472.78       | 3,931,328.30                          | 60%                  | Actuals: 3,020,733.52  |
|     | Difference                            | 0                  | 480,183                               |                      | % collected: 68%       |
| 445 | STORM DRAIN                           |                    |                                       |                      |                        |
|     | Revenue                               | 1,227,671.58       | 591,243.78                            | 48%                  | Chgs budg 723,645.96   |
|     | Expenditure                           | 1,227,671.58       | 885,656.91                            | 72%                  | Actuals: 480,136.69    |
|     | Difference                            | 0                  | -294,413                              |                      | % collected: 66%       |
| 450 | SANITATION                            |                    |                                       |                      |                        |
|     | Revenue                               | 3,321,026.61       | 2,271,626.44                          | 68%                  | Chgs budg 3,056,917.00 |
|     | Expenditure                           | 3,321,026.61       | 2,101,111.77                          | 63%                  | Actuals: 1,964,461.22  |
|     | Difference                            | 0                  | 170,515                               |                      | % collected: 64%       |
| 501 | EQUIPMENT RENTAL FUND                 |                    |                                       |                      |                        |
|     | Revenue                               | 2,300,573.85       | 1,163,399.49                          | 51%                  |                        |
|     | Expenditure                           | 2,300,573.85       | 1,584,105.13                          | 69%                  |                        |
|     | Difference                            | 0                  | -420,706                              |                      |                        |
| 611 | FIREMEN'S PENSION FUND                |                    |                                       |                      |                        |
|     | Revenue                               | 31,309.28          | 25,239.31                             | 81%                  |                        |
|     | Expenditure                           | 31,309.28          | 30,519.27                             | 97%                  |                        |
|     | Difference                            | 0                  | -5,280                                |                      |                        |

|                   | Jan       | Feb       | Mar        | Apr       | May       | Jun       | Jul       | Aug       | Sep       | Oct       | Nov       | Dec        |
|-------------------|-----------|-----------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 2013 Resources    | 3,113,193 | 2,892,752 | 3,885,718  | 3,199,889 | 6,023,327 | 2,971,702 | 3,246,484 | 3,733,817 | 3,212,953 | 4,181,707 | 5,905,735 | 3,884,924  |
| 2013 Expenses     | 3,587,777 | 2,564,700 | 3,917,493  | 3,259,314 | 4,204,123 | 4,391,133 | 2,638,662 | 2,927,542 | 3,066,202 | 3,145,765 | 3,203,616 | 6,532,316  |
| 2014 Resources    | 5,433,998 | 2,689,975 | 3,686,798  | 4,964,043 | 5,001,594 | 3,483,247 | 3,450,194 | 3,528,256 | 3,346,785 | 5,389,834 | 4,806,449 | 3,351,172  |
| 2014 Expenses     | 3,874,963 | 2,019,875 | 3,039,668  | 3,185,037 | 3,086,968 | 5,236,098 | 3,042,733 | 2,710,590 | 3,458,100 | 2,767,032 | 2,926,567 | 6,885,292  |
| 2015 Resources    | 3,644,708 | 3,331,138 | 2,408,662  | 4,747,009 | 6,571,785 | 4,535,110 | 3,475,387 | 4,005,369 | 4,551,286 | 3,793,534 | 5,872,766 | 4,626,154  |
| 2015 Expenses     | 3,561,265 | 2,925,194 | 3,472,627  | 3,341,983 | 3,062,984 | 4,647,244 | 2,876,779 | 3,774,436 | 3,023,349 | 3,543,991 | 3,203,564 | 8,728,783  |
| Average Net       | 83,443    | 405,944   | -1,063,965 | 1,405,026 | 3,508,802 | -112,133  | 598,607   | 230,933   | 1,527,937 | 249,543   | 2,669,202 | -4,102,629 |
|                   | Jan       | Feb       | Mar        | Apr       | May       | Jun       | Jul       | Aug       | Sep       | Oct       | Nov       | Dec        |
| Ave Rev 2013-2015 | 4,063,966 | 2,971,288 | 3,327,059  | 4,303,647 | 5,865,569 | 3,663,353 | 3,390,688 | 3,755,814 | 3,703,674 | 4,455,025 | 5,528,317 | 3,954,083  |
| Ave Exp 2013-2015 | 3,674,668 | 2,503,256 | 3,476,596  | 3,262,111 | 3,451,358 | 4,758,158 | 2,852,725 | 3,137,523 | 3,182,550 | 3,152,263 | 3,111,249 | 7,382,131  |
| 2016 Rev          | 4,360,173 | 3,961,049 | 3,917,481  | 4,898,586 | 6,428,595 | 4,047,964 | 4,471,807 | 4,253,455 |           |           |           |            |
| 2016 Exp          | 3,924,290 | 3,497,910 | 3,273,404  | 3,216,916 | 3,915,937 | 4,916,128 | 3,766,851 | 4,442,456 |           |           |           |            |
| Month net:        | 435,883   | 463,139   | 644,077    | 1,681,670 | 2,512,657 | -868,163  | 704,956   | -189,001  |           |           |           |            |
| Cash at month end | 4,785,663 | 5,991,212 | 3,804,764  | 4,000,000 | 4,522,513 | 3,639,622 | 3,236,008 | 4,619,223 |           |           |           |            |
| Projected Cash    |           |           |            |           |           |           |           |           | 6,147,160 | 6,396,703 | 9,065,906 | 4,963,276  |





# City Council Agenda Bill

**Meeting Date:** 9/26/2016

**Agenda Item:** 7b

**Subject:** Budget amendment authorizing one time cash transfer from General Fund to ERR equipment replacement fund.

**Staff Contact:** Steve Hoglund

| Approved for Submittal to Council by |                                 |
|--------------------------------------|---------------------------------|
| X                                    | Laurie Gere, Mayor              |
| X                                    | Steve Hoglund, Finance Director |
|                                      | Darcy Swetnam, City Attorney    |
|                                      |                                 |
|                                      |                                 |

| Action Type |                    |
|-------------|--------------------|
| X           | Ordinance No. 2990 |
|             | Code Revision?     |
|             | Resolution No.     |
|             | Contract           |
|             | Public Hearing     |
|             | Staff Report       |

**Summary Statement:** The Equipment Replacement and Reserve (ERR) Fund collects replacement funds from the departments using the vehicles, for future replacement when the equipment fully depreciates and is surplus. Those replacement reserves have been under funded for a number of years, and a one-time transfer from the General Fund would bring those replacement reserves back to a healthy level. The amount requested does not include the Fire Department Ladder truck (whose replacement cost is over \$1.4 million alone), and includes non-utility fleet only.

**Background:** When the great recession set in, a variety of cost saving measures were implemented to maintain a balanced budget, and one of those was reducing the ERR replacement charges. This was a conscious decision by administration at the time to avoid layoffs, and retain as many City employees as possible. Now that the economy has recovered, and the City has been saving cash reserves in the General Fund every year since 2009, it makes sense to use some of that money to get ERR reserves to a healthy level. This transfer of cash will allow the operation of the ERR fund to be more consistent and predictable, rather than budgeting on a "pay as you go" basis for vehicles the way we have for the past 6 to 8 years. Fiscal Year 2015 General Cash Balance was 8.9M, or 72% of Expenditure budget. Projected 2016 year end balances, with this transfer, would put General fund cash at 50% of the 2016 expenditure budget, well above GFOA recommended levels of 16%.

| Budget Impact              |                   |
|----------------------------|-------------------|
| Amount Budgeted            | 0                 |
| Budget Account (BARS)      | 001.210.597.00.00 |
| Proposed Expenditure       | 2,218,358.28      |
| Budget Amendment Required? | Yes               |
| Revenue Source             | Cash reserves     |



**Previous Council/Committee Action:** Budget Ordinance 2963 adopting 2016 annual budget.

**Competing Viewpoints Considered:** Budget should not be amended, transfer should not take place, keep cash reserves in the General Fund.

**Recommended Motion:** I move to adopt ordinance 2990 authorizing the one time ERR transfer.

**Alternative Actions:** Do not adopt budget amendment.

**Attachments** (listed in order presented): Ordinance 2990

ORDINANCE 2990

AN ORDINANCE AMENDING ORDINANCE NO. 2963 ADOPTED ON DECEMBER 07, 2015, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2016"

WHEREAS, The City of Anacortes has an Equipment Rental and Revolving Fund that owns, maintains, and replaces all of the City's fleet vehicles, and those vehicles are leased to the departments using them, and

WHEREAS, The leasing department's lease payments consist of a maintenance charge and a replacement charge for future vehicles, and

WHEREAS, When the great recession hit, the replacement charges were reduced in an effort to minimize staff reductions but continue to have a balanced budget, and

WHEREAS, The General fund has healthy cash reserves, exceeding 8 million dollars at fiscal year 2015 year end, and expected to be roughly that level at fiscal year 2016 year end, and

WHEREAS, The ERR cash reserve for replacement for non-utility vehicles is currently underfunded by \$2,218,358.28, and City Council desires to make a one-time operating transfer from the General Fund to the ERR fund to get the ERR replace reserve balance to 75% of its fully funded amount, which will provide sufficient funds to operate the ERR replacement fund consistently,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. Ordinance No. 2963 dated December 7, 2015 adopting the Budget for 2016 is hereby amended to reflect the following revisions to expenditures and revenues in the following funds:

|                   |               |                |              |
|-------------------|---------------|----------------|--------------|
| 001.210.597.00.00 | Transfers out | 2,218,358.28   |              |
| 001.000.308.90.00 | Fund balance  |                | 2,218,358.28 |
|                   |               |                |              |
| 501.151.10.00.00  | Fund Balance  | (2,218,358.28) |              |
| 501.000.397.00.00 | Transfers in  |                | 2,218,358.28 |

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 26<sup>th</sup> day of September, 2016

CITY OF ANACORTES, WASHINGTON

BY: \_\_\_\_\_  
Laurie Gere, Mayor

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Darcy Swetnam  
City Attorney



# City Council Agenda Bill

**Meeting Date:** 9/26/2016      **Agenda Item:** Skagit County Contract

**Subject:** Approval of the Skagit County Economic Grant for Fiber

**Staff Contact:** Steve Hoglund

| Approved for Submittal to Council by |                                 |
|--------------------------------------|---------------------------------|
|                                      | Laurie Gere, Mayor              |
|                                      | Steve Hoglund, Finance Director |
|                                      | Darcy Swetnam, City Attorney    |
|                                      |                                 |
|                                      |                                 |

| Action Type |                |
|-------------|----------------|
|             | Ordinance No.  |
|             | Code Revision? |
|             | Resolution No. |
| x           | Contract       |
|             | Public Hearing |
|             | Staff Report   |

**Summary Statement:** Skagit County Commissioners have awarded the city of Anacortes an economic development grant in the amount of \$295,833. For use in constructing our Fiber Optic system. Our original grant request was for \$500,000. All applicants were awarded partial amounts pending a county wide fiber network study scheduled to be completed in 60 days. We expect additional funds to be awarded in early 2017

**Background:** The grant funds cannot be used for planning or study elements of a project. These funds will be used construction costs only. There is no match required, however our grant application did indicate the amount the city will be contributing.

| Budget Impact              |      |
|----------------------------|------|
| Amount Budgeted            | None |
| Budget Account (BARS)      |      |
| Proposed Expenditure       |      |
| Budget Amendment Required? |      |
| Revenue Source             |      |

| Proposed Contract |  |
|-------------------|--|
| Contractor        |  |
| Amount            |  |
| Start Date        |  |
| End Date          |  |

**Previous Council/Committee Action:** City Council NOANET ILA approval 9-19-16

**Competing Viewpoints Considered:** [Click here to enter text.](#)

**Recommended Motion:** I move the city council authorize the Mayor to execute the attached grant contract with Skagit County

**Alternative Actions:** [Click here to enter text.](#)

**Attachments** (listed in order presented): Grant Contract

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
SKAGIT COUNTY AND CITY OF ANACORTES  
FOR FIBER OPTICS**

**THIS INTERLOCAL AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between Skagit County, Washington (the "County") and City of Anacortes, a Washington Municipal Corporation (the "Recipient") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT, and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370.
2. Scope of Work: Recipient will use the funds distributed under this agreement pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds only for the Public Facility Project described in Recipient's Economic Development Application submitted to the County which is attached to this document as Exhibit "A".
3. Payment: County will compensate Recipient a maximum of \$295,833, chargeable to GL expenditure code # 342 58502015200. Recipient shall submit an invoice describing the use of funds to be distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, then Recipient agrees to return such funds to the County upon demand.
5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers,

agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

6.1 The County's representative shall be the Budget and Finance Director:  
Trisha Logue  
1800 Continental Place, Suite 100  
Mount Vernon, WA 98273

6.2 Recipient's representative shall be Finance Director:  
Steve Hoglund  
P.O. Box 547  
904 6th Street  
Anacortes, WA 98221

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Recipient insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Recipient's insurance and shall not contribute to it.



8. This Agreement shall become effective on July 18, 2016, per Resolution No. R20160202. Work on the project shall be substantially complete and contract shall expire December 31, 2017. For the purposes of this paragraph, the term "substantially complete" shall mean "when the contract work has progressed to the extent that the Recipient has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract." Upon termination of this Agreement, all property acquired by the Recipient shall remain the Recipient's property, with no obligation to pay the County therefore.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-

filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to

expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

City of Anacortes

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

\_\_\_\_\_  
Signature  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Lisa Janicki, Chair

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Ron Wesen, Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Mailing Address:

For contracts under \$5000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
County Administrator  
(Authorization per Resolution #R20030146)

Telephone No. \_\_\_\_\_  
Fed. Tax ID # \_\_\_\_\_  
Contractor Lic. #. \_\_\_\_\_

Recommended:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Budget and Finance Director

Approved as to Indemnification:

\_\_\_\_\_  
Risk Manager

Attest:

Approved as to Form:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Deputy Prosecuting Attorney

## Exhibit A



### Economic Development Public Facility Project Application

Board of County Commissioners • 1800 Continental Place • Mount Vernon WA 98273  
voice 360-416-1300 • fax 360-336-9307 • www.skagitcounty.net



| Part 1          |                                       | Applicant Information |              |
|-----------------|---------------------------------------|-----------------------|--------------|
| Organization    | City of Anacortes                     |                       |              |
| Address         | PO Box 547, 904 6th Street, Anacortes | State                 | WA Zip 98221 |
| Primary Contact | Fred Buckenmeyer                      | Phone                 | 360.293.1919 |
| E-mail Address  | fredb@cityofanacortes.org             |                       |              |

| Part 2                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Project Information |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|
| RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                   |
| Project Name                                                                                                                                                                                                                                                                                                                                                                               | City of Anacortes Fiber Optic Network                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Location            | City of Anacortes |
| Project Type                                                                                                                                                                                                                                                                                                                                                                               | Telecommunication Infrastructure Network                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Start Date          | 12/1/2016         |
| Description                                                                                                                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"><li>The City of Anacortes has organized a collaborative discussion with both the City of Mount Vernon, the Port of Skagit and Skagit County. We are collectively proposing a multiagency fiber optic network extension that will extend the current City of Mount Vernon fiber system into the City of Anacortes, this extension will also allow the system to connect the Port of Skagit facilities within the Town of La Conner.</li><li>The current Skagit County public fiber network connects Mount Vernon, Burlington, Sedro Woolley, Port of Skagit and others. The City of Anacortes is the largest city in Skagit County that is not connected to public fiber. Utilizing and extending the current public fiber system will allow Anacortes to connect our core infrastructure and facilities with low cost high capacity fiber optics.</li><li>This proposed extension of the existing City of Mount Vernon fiber network system will allow the City of Anacortes to develop a municipal fiber optic broadband network with the same business model that Mount Vernon currently uses.</li><li>Our business model [essentially the same as the City of Mount Vernon model] is centered on connecting government and public buildings, including schools, Health Care facilities, Port of Anacortes, our police department, and our fire stations. There are several facilities owned by Skagit County that will benefit from the connection to public fiber, the senior center, and Guemes ferry terminal. Future extensions could connect our core businesses.</li><li>The City of Anacortes is experiencing the same dilemma that many other cities are experiencing. We have a limited number of private network providers and they are not willing to extend their system without passing on large infrastructure costs to the consumers.</li><li>The proposed fiber route [see map] extends westerly from the City of Anacortes water treatment plant, following our existing utility route along the highway corridor through a combination of underground and aerial construction. The westerly terminus is Anacortes City Hall, from there future extensions would connect government and public buildings, including schools, Health Care facilities, Port of Anacortes, our police department, and our fire stations.</li><li>The proposed multi-agency extension connects to the Mount Vernon system near Avon and Donnelly roads. The proposed multi-agency extension connects to the current Port of Skagit system near Best road.</li><li>In addition to providing a backbone for the Anacortes fiber network this extension would provide a county wide redundant loop proving redundancy for the western portion of the county. Currently a majority of the Port of Skagit network exists without the benefit of a redundant loop. The connection to the Port of Skagit fiber network provides a much needed redundant loop.</li></ul> |                     |                   |
| Use of funds                                                                                                                                                                                                                                                                                                                                                                               | Describe the specifics of what funds will be spent on (e.g., labor, equipment, material, etc.):<br>The grants funds would be used for the construction costs [labor and materials] of the project. All permit costs and engineering costs would be funded by the City of Anacortes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                     |                   |

**Part 3****Required Resources**

Provide a budget that shows a breakdown of project costs. Please also provide a breakdown of current and proposed funding that clearly illustrates the total funding required for the project listed by individual funding source, including any money from the Public Facilities fund. Specify any conditions attached to any funding sources.

|        |                                                                                                                                                      |                           |         |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------|
| Budget | Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Skagit County (not to exceed \$500,000) | \$                        | 500,000 |
|        | Amount primary sponsor/organization is contributing to the project                                                                                   | \$                        | 450,000 |
|        | Other Funding Source:                                                                                                                                | Click here to enter text. | text    |
|        | Other Funding Source:                                                                                                                                | Click here to enter text. | text    |
|        | Other Funding Source:                                                                                                                                | Click here to enter text. | text    |
|        | Other Funding Source:                                                                                                                                | Click here to enter text. | text    |
|        | Other Funding Source:                                                                                                                                | Click here to enter text. | text    |
|        | Total Project Cost                                                                                                                                   | \$                        | 950,000 |

Comments Describe impact to project if not fully funded:  
Project will not proceed.



**Part 4****Growth Management**

**Planning** Per RCW 82.14.370(3)(a), the project must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans.)

The concept of developing a county wide fiber optic network has been discussed in several documents

1. SKAGIT COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) and the
2. INTERLOCAL COMMUNICATIONS NETWORK CONSORTIUM AGREEMENT

excerpts of the documents are below

1. SKAGIT COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

Prepared for: Skagit Council of Governments, July 2003

Skagit County Comprehensive Economic Development Strategy (CEDS)

Prepared for:

Skagit Council of Governments

204 Montgomery

Mount Vernon, WA 98273

(360) 416-7875

Prepared by: E.D. Hovee & Company

Skagit County Overall Economic Development Plan

B. Economic & Development Priorities

...6. Attract high technology investment to Skagit County

- Assurance of adequate infrastructure....cutting edge telecommunications including fiber optic

....8. Deployment of a regional high-speed fiber network designed to create economic vitality and quality employment center

2. INTERLOCAL COMMUNICATIONS NETWORK CONSORTIUM AGREEMENT

Between Skagit County, Cities of Anacortes, Burlington, Mount Vernon, Sedro Woolley, PUD #1, and Port of Skagit County. 2005

Regarding the creation of a communications network throughout Skagit County.

Signed July 2005

Section 2: Mission ....provide a comprehensive fiber optic network .....Obtain funding as convenient or required.....

**Project location** Incorporated Area

**Zoning:** Multiple

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**Part 5 Value Proposition**

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**Business** Is this project supportive of a specific business? If so, how many? Please provide names of businesses if known.

The fiber network project is not specific to any business, however the network will allow future extensions to connect our businesses.

Anacortes is investing in a municipal broadband network, because it will reap economic benefits. Many people and organizations have explored the positive relationship between municipal fiber Internet networks and economic development, including a White House Report published in January 2015. Municipal networks create jobs by ensuring businesses have fast, affordable, and reliable Internet access; the old DSL and cable networks just don't cut it. These networks improve the productivity of existing businesses and attract new businesses to communities, allow individuals to work from home more effectively, support advanced healthcare and security systems, strengthen local housing markets, and represent long term social investments in the form of better-connected schools and libraries. They also create millions of dollars in savings that can be reinvested into local economies.

**Jobs** Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.

- Municipal networks create jobs,
  - o Many organizations and people have produced reports, studies, and white papers analyzing the positive relationship between municipal fiber networks and employment.
- Municipal networks attract new businesses.
- Municipal networks serve existing businesses and keep critical jobs in town.
- Municipal networks support home-based productivity.
- Municipal networks advance healthcare, education, and research.
- Municipal networks initiate tech booms and incubate start-ups.
- Based on our research the average number of jobs created is in excess of 200 per entity. We are forecasting a more conservative number of 50 jobs that will eventually be created.

**Job Detail** Provide information on the following: (a) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, as the result of the project. Please be specific as possible. *Generic information may not be scored. Do not include any construction-related jobs.*

|                            | Jobs/FTEs Retained | Jobs/FTEs Created 1-3 Years | Jobs/FTEs Created 4 Years |
|----------------------------|--------------------|-----------------------------|---------------------------|
| <b>Number of Jobs/FTEs</b> | 10                 | 15                          | 50                        |
| <b>Average Wage/FTE</b>    | 30/hr              | 35/hr                       | 40/hr                     |

**Infrastructure** How will this project improve local infrastructure capacity? How much additional capacity will be provided for future development? Please be specific in your answer.

The current Skagit County public fiber network connects Mount Vernon, Burlington, Sedro Woolley, Port of Skagit and others. The City of Anacortes is the largest city in Skagit County that is not connected to public fiber. Utilizing and extending the current public fiber system will allow Anacortes to connect our core infrastructure and facilities with low cost high capacity fiber optics.

Once completed the network will allow our water and waste water facilities to reduce or eliminate the reliance on radio based telemetry to communicate and operate our remote pumping and storage facilities.

The network would allow our public safety and emergency operations center to be directly connected to the county wide fiber system. In addition the network will connect the city Anacortes fire department facilities and police department to the county wide system.

The City of Anacortes fiber network will have additional excess capacity built in, to allow future network extensions.

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**Part 6 Project Timeline**

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**Timeline** Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.

Based on funding and success of the other joint applications, we anticipate moving forward with construction late in 2016. With completion in 2017. The construction is fairly straight forward, however some of the construction techniques are specialized which could impact project schedule. It is our intention to move forward as quickly as possible.

**Phasing** If this is a phased project, for which phase are you applying for funding?

There are no established phases per se. subsequent to the establishment of a fiber link from Mount Vernon to Anacortes city hall. We would begin the process of connecting our government buildings as soon as possible. The future extensions to other facilities would occur in the future.

**Completion** By what date will the project (or this phase) be complete? Funds will lapse and may not be spent after this date.

We anticipate progressing with the project as soon as possible with anticipated completion in 2017. To be safe we are allowing ourselves a December 2017 completion date. If these grant funds are awarded we would expend those initially and that would accelerate the grant fund expenditure.

**Efforts So Far** Summarize efforts taken to date regarding the project. What planning has taken place? Have engineering reports and feasibility studies been prepared? If so, describe them.

- The City of Anacortes has been in planning stages of this project since the beginning of 2015.
- The Anacortes City Council has been involved with 3 study sessions.
- Mid October 2015 several staff members, the Mayor, a city council representative and staff from neighboring entities travelled to Sandy Oregon to study and learn from their municipal fiber based broad band network.
- A consultant has developed a financial model including preliminary cost estimates.
- We have engaged a fiber optic network design firm and they are assisting us in route development.
- We have developed a website link to solicit public feedback.[ Reportedly over 200 visitors to just the fiber site]
- A contractor has provided construction cost estimates for the portion of work utilizing existing utility corridors.
- We have worked collaboratively with Mount Vernon and Skagit County staff to develop cost estimates for the remainder of the route.

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**Part 7 Action Plan**

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What quantifiable measures are you going to track to measure the success of the project?

We will coordinate with the Anacortes Chamber of Commerce and the City of Anacortes planning and economic development office, to track employment numbers. The number of fiber connections will be another measure of success.

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**Part 8****Miscellaneous**

Include information related to the project, if any, that would assist the Economic Development Advisory Committee and the Board of County Commissioners in evaluating the funding request, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc.

- We believe this project is an excellent use of the Economic Development Grant funds. This is collaborative effort being put forth by the City of Anacortes, the Port of Skagit, the City of Mount Vernon and Skagit County staff. Each of the agency application submittals are integrally linked to the other.
- This project when combined with the joint applications being submitted by the Port of Skagit and City of Mount Vernon will provide for an extension of the existing public fiber network to the western portion of Skagit County. The current Skagit County public fiber network connects Mount Vernon, Burlington, Sedro Woolley, Port of Skagit and others. The City of Anacortes is the largest city in Skagit County that is not connected to public fiber. In addition to providing a backbone for the Anacortes municipal fiber network, this extension would provide a county wide redundant loop. Currently the Port of Skagit network exists without the benefit of a redundant loop. This combined project provides a much needed redundant fiber loop for both the Port of Skagit system and the western portion of Skagit County.

**Part 9****Applicant Certification**

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the provisions and restrictions in each part above and will comply with all provisions thereof.

Signature



Date

3-17-16

Printed Name: Fred Buckenmeyer

Title: PUBLIC WORKS DIRECTOR



## Anacortes City Council

### Proposed Agenda Items for the Next Eight Weeks Beginning October 3, 2016

*Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes, vouchers and consent agenda items is not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.*

#### October 3, 2016

- Scope of Work for Zoning & Development Regulations Updates (Discussion)

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#### October 10, 2016

- Public Hearing on 2017/2018 Budgeted Revenue Sources, including Proposed Property Tax Increase
- Council Review of 2017/2018 Budget

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#### October 17, 2016

- Council Review of 2017/2018 Budget

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#### October 24, 2016

- Public Hearing: Ordinance \_\_\_\_: 2017/2018 Budget

\*\*\*\*\*

#### November 7, 2016

- Resolution \_\_\_\_: Authorizing 1% Property Tax Increase (Action)
- Ordinance \_\_\_\_: Adopting the 2017/2018 Budget (Discussion/Possible Action)

\*\*\*\*\*

#### November 14, 2016

- UW Health Impact Assessment (HIA) presentation of Anacortes South Commercial Avenue Corridor Plan by UW Graduate Students

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#### November 21, 2016

*Special Meeting: Site visit at 4:00 PM re: SDP-2016-1003. Meet at eastern terminus of Skyline Way.*

- Closed-record Public Hearing: Mousel 2-story Building; 1st Floor Restroom serving the Marina; 2nd Floor Apartment; SSDP, & Land Use CUP (SDP-2016-1003)

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#### November 28, 2016

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#### Upcoming City Council Committee Meetings

*The public is welcome to attend City Council Committee Meetings.*

- Planning, Monday, Sep 26, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Sep 28, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Oct 3, 2016, 5:00 PM, Public Works Director's Office
- Housing Affordability & Community Services, Thursday, Oct 6, 2016, 1:30 PM, City Hall
- Planning, Monday, Oct 10, 2016, 5:00 PM, Planning Director's Office
- Finance, Wednesday, Oct 12, 2016, 5:00 PM, Johnny Picasso's, 501 Commercial Avenue
- Public Works, Monday, Oct 17, 2016, 5:00 PM, Public Works Director's Office

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