*** Per Governor's emergency [Proclamation 20-28] issued March 24, 2020, agencies are required to meet completely remotely without providing for a physical location. Agencies are prohibited from taking "action," as defined in RCW 42.30.020, unless those matters are necessary and routine matters or are matters necessary to respond to the COVID-19 outbreak and the current public health emergency, until such time as regular public participation under the Open Public Meetings Act is possible.*

*** Per Section 3 of Anacortes Resolution 2082 Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020:*

- *All in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.*
- *The public comment portion of Council meetings and any scheduled public hearings are temporarily suspended to discourage public in-person attendance of City Council meetings.*
- *Meetings may be viewed live or viewed after the fact on the City of Anacortes website or on Channel 10.*
- *The public may also listen to the meeting by phone: 312-757-3121, Access Code: 373-576-877*
- *The public is encouraged to comment via email or written comment addressed to: City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to 5:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.*

Anacortes City Council

~~Municipal Building Council Chambers~~

~~904 6th Street~~

**** This meeting will be held electronically only ****

May 11, 2020
6:00 p.m.

PRELIMINARY AGENDA

Packet Materials / Watch Meeting

1. **Call to Order**

2. **Announcements and Committee Reports**
   a. COVID-19 Update
   b. Fiber Committee
   c. Housing Affordability & Community Services Committee
   d. Planning Committee

3. **Consent Agenda (Action)**
   a. Minutes of May 4, 2020
   b. Approval of Claims in the amount of: $373,830.39
   c. Contract Award: WTP Power Generation - TSP/HMI Modernization Upgrade #20-129-WTR-001

4. **Other Business**
   a. Resolution 2088: Waiving the State Competitive Bidding Requirements for Purchase of Hyper-Converged Server Cluster Parts from XByte Technologies (Discussion/Possible Action)
   b. Resolution 2089: Waiving the State Competitive Bidding Requirements for Purchase of Hyper-Converged Server Cluster Parts from Alltech Resources LLC (Discussion/Possible Action)
   c. Contract Award: Hyper-Converged Server Cluster: Dell Servers R740XD #20-130-ITS-001 (Discussion/Possible Action)

5. **Adjournment**

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning May 18, 2020

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 and vouchers are 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.

May 18, 2020

•Access - Anacortes Fiber Internet Update (Discussion)

May 26, 2020

•Monthly Finance Update and COVID-19 Impacts (Discussion)

June 1, 2020

June 8, 2020

June 15, 2020

June 22, 2020

July 6, 2020

July 13, 2020

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Housing Affordability & Community Services, Monday, May 11, 2020, 4:00 PM, Teleconference
•Planning, Monday, May 11, 2020, 5:00 PM, Teleconference
•Finance, Wednesday, May 13, 2020, 5:00 PM, Teleconference
•Community Center / Pool, Thursday, May 14, 2020, 3:30 PM, TBD
•Public Works, Monday, May 18, 2020, 5:00 PM, Teleconference
•Fiber, Thursday, May 21, 2020, 2:30 PM, Teleconference
•Parks & Recreation, Thursday, May 21, 2020, 6:00 PM, TBD
•Planning, Monday, May 25, 2020, 5:00 PM, Teleconference
•Finance, Wednesday, May 27, 2020, 5:00 PM, Teleconference
•Museum, Thursday, May 28, 2020, 12:30 PM, Teleconference
•Community Center / Pool, Thursday, May 28, 2020, 3:30 PM, TBD

Mayor Laurie Gere called to order the Anacortes City Council meeting of May 4, 2020 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere reported on current COVID-19 case statistics in Skagit County. The mayor commented on the challenges to communities preparing to gradually reopen in conformance with the Governor's orders effective May 5 and advised that she would share further information on that topic at her Community Briefing on Wednesday evening.

Information Technology Committee: Mr. Miller reported from the recent committee meeting. He listed topics discussed including the HyperV server cluster that would come before Council on May 11, the security contract with CI Security, the Office 365 transition, the Fireye appliance, and ongoing transitioning of city facilities to Access Fiber.

Public Works Committee: Ms. Moulton reported from the committee meeting earlier in the evening. She listed topics discussed including potential acquisition of a parcel of land adjacent to the water treatment plant, preliminary discussions about installing fiber in the water line to Oak Harbor, the educational component of the stormwater consent decree given COVID restrictions, completion of the Oakes Avenue roundabout, 12th & Commercial intersection improvements and public outreach for that project, and exploration of alternative technologies to replace the wastewater treatment plant incinerator at the end of its useful life.

Planning Committee: Ms. Cleland-McGrath reported from the special committee meeting the prior Thursday regarding the CDBG business support grants which would be discussed later on the evening's agenda.

Public Comment

Per Section 3 of Resolution 2082 Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, the public comment portion of Council meetings and any scheduled public hearings were temporarily suspended to discourage public in-person attendance of City Council meetings. The public was encouraged to comment via email or written comment addressed to: City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received prior to the meeting become part of the record for the meeting, just as if presented in person.

Consent Agenda

Mr. Miller moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

a. Minutes of April 27, 2020
b. Approval of Claims in the amount of: $772,586.24
c. Interlocal Agreement: Cooperative Purchasing Agreement with City of Seattle #20-123-IDS-001
d. Contract Award: 2020 Asphalt Overlay - Utility and Pedestrian Improvements Project #20-001-TRN-001

The following vouchers/checks were approved for payment:
EFT numbers: 97004 through 97042, total $680,348.60
Check numbers: 97043 through 97048, total $18,058.65
Wire transfer numbers: 267626 through 267888, total $3,197.35

PUBLIC HEARINGS

Continued Modified Public Hearing: City of Anacortes CDBG Consolidated Plan: 2020 Annual Action Plan

Mayor Gere reconvened the modified public hearing that had remained open from the April 27, 2020 regular City Council meeting. She asked if any public comments had been received since that meeting. Planning Director Don Measamer reported that no comments had been received either orally or in any written form. Mayor Gere closed the public hearing.

Mr. Measamer explained that the proposed amendments would allow the city to use the $68K of CARES Act funding for Small Business Stabilization grants for local business and for support of local food bank through Community Action of Skagit County, and to reallocate $100K of its regular CDBG award for local Small Business Stabilization grants as well.

Mr. Measamer then advised that staff and the Planning Committee had developed the draft Small Business Stabilization Grant application and scoring matrix that were included in the packet. He sought Council feedback on those documents. Mr. Measamer said that following incorporation of any changes requested by Council, staff intended to publish and publicize the application as soon as possible, likely within the week. He anticipated accepting applications through May 29, following which staff would first review all applications to ensure they complied with HUD requirements and perform the job retention calculation based on data supplied on the application, then members of the review committee would independently review and score each application. Mr. Measamer listed the following individuals who had agreed to serve on the selection panel: Dustin Johnson, Frank Jeretzky, Gina Walsh, Warren Tessler, Andy Stewart, Bill French and Meredith McIlmoyle.

Councilmembers requested the following revisions to the application and scoring criteria:

- Use a consistent maximum employee count throughout, 30 rather than 20
- Adjust rating criteria 4 so that larger businesses were not so heavily favored
- Add a cover page to the application so applicants can quickly determine if they qualify for consideration
- Other Funds, question 2, add “How much funding has been received from those other sources?”
- Make the application available to businesses begun any time in calendar year 2019 or before
- Remove scoring criteria 10 and adjust criteria 9 to read “The business provides necessary products or services to other businesses within the community.”
- Ensure that the Proposed Uses of Funds explicitly recognize COVID-19 distancing expenses as valid uses

Mr. Measamer said staff also proposed to add a question to Page 5 of the application, under Other Funds, “If you have received funds from other agencies, city, state or federal, provide the full amount of assistance you have received, specify the type of assistance (grant, loan or forgivable loan), how you applied for those funds and provide documentation as to how the funding was spent.” Mr. Miller asked to remove loans from that list. Ms. Moulton suggested rewording to accommodate funds that may have been awarded by not yet spent.

There being no further discussion of the application and scoring criteria, Mr. Measamer recommended approval of all amendments.

Mr. Young moved, seconded by Mr. Carter, to approve all amendments as presented, to approve the Application for Small Business Stabilization Grant and Scoring Matrix as modified above, and to submit the 2020 Annual Action Plan to HUD. Ms. Moulton suggested editing the wording on page 2 of the draft action plan. Mr. Measamer indicated that Joann Stewart would correct that language. Vote: Ayes – Young, Walters, Cleland-McGrath, Moulton, McDougall, Miller and Carter. Motion carried.

OTHER BUSINESS

Resolution 2087: Electronic Signature Policy

City Attorney Darcy Swetnam presented Resolution 2087 to adopt a policy allowing electronic signatures on City records, referring to the agenda bill in the packet materials for the meeting. Mr. Young inquired if the policy was intended to be permanent or only to be in effect during the COVID-19 pandemic. Ms. Swetnam explained that staff recommended adopting the policy permanently due to the efficiencies of electronic processing. Mr. Walters and Mayor Gere endorsed the policy for that reason.

Mr. Miller moved, seconded by Mr. Young, to adopt Resolution 2087 as presented. Vote: Ayes – Walters, Cleland-McGrath, Moulton, McDougall, Miller, Carter and Young. Motion carried.

There being no further business, at approximately 6:50 p.m. the Anacortes City Council meeting of May 4, 2020 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 May 11, 2020 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
268025	12/31/2019	10226173	NAVIA BENEFIT SOLUTIONS, INC	DEC, 2019 - FLEXIBLE SPENDING PARTICIPATE	$120.35	hr
268264	1/1/2020	101412	ASSOCIATION OF WASHINGTON	JANUARY, SUPPLEMENTAL LIFE INSURANCE	$7.20	hr
268287	2/26/2020	1200250279	HDR ENGINEERING, INC	SKAGIT RIVER 42" WATER LINE PROJECT -	$35,264.67	pw1
268197	2/26/2020	RefundSimpson	SIMPSON, JULIA	SENIOR ACTIVITY CENTER REFUND SIMPSON	$164.00	parks1
268268	3/1/2020	101412	ASSOCIATION OF WASHINGTON	MARCH, SUPPLEMENTAL LIFE INSURANCE	$23.00	hr
268172	4/15/2020	BC1096478	GALLS, LLC.	ANNUAL UNIFORM - PANTS (DL)	$263.60	medic
268212	4/20/2020	1856	SCHWETZ CONSTRUCTION	ADA CURB RAMP IMPROVEMENTS	$82,421.71	pw1
268177	4/21/2020	1450218	POLYDYNE, INC	CLARIFLOC - 1 SUPERSACK	$3,222.45	dwtp
268294	4/21/2020	2nd QTR JUDICIAL	SKAGIT COUNTY DISTRICT COURT	2ND QUARTER JUDICIAL SERVICES	$19,266.50	court
268182	4/22/2020	11931876	HACH COMPANY	TURB VIALS X 12	$534.81	dwtp
268085	4/22/2020	1780170	MILES SAND & GRAVEL CO.	CEMENT	$673.79	wdist
268293	4/22/2020	99641	VECA ELECTRIC & TECHNOLOGIES	WWTP AUTOMATED VALVES AND EMERGENCY	$22,762.87	dwwtp
267837	4/23/2020	1991724720	ARAMARK	OPS: MAT CLEANING 04/23/20	$34.96	dshop
268258	4/23/2020	1111570036	FERRELLGAS, LP	PROPANE GAS - WA PARK CARETAKER HOUSE	$192.55	parks1
268265	4/23/2020	11365	INDUSTRIAL FILTER MANUFACTURER	MAINTENANCE SUPPLIES	$1,059.44	dwwtp
268211	4/23/2020	Pay App 1	SUMMITX CONTRACTORS, INC	2020 WATERLINE REPLACEMENTS	$112,382.63	pw1
268195	4/24/2020	9315643777	GRAYBAR ELECTRIC COMPANY, INC	FIBER CLEAVER AND FUSION SPLICER	$11,721.83	fiber
268075	4/25/2020	121150	LAKESIDE INDUSTRIES, INC.	LAKESIDE INDUSTRIES MUSEUM SUPPLIES	$108.84	parks1
268340	4/26/2020	5005614040	FERRELLGAS, LP	APRIL PROPANE INVOICE - AUTOGAS ACCOUNT	$285.88	finance
268289	4/26/2020	9853435651	VERIZON WIRELESS	WTP SCADA MODEM 3/27-4/26/20	$505.88	dwtp
268295	4/27/2020	20411.09-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: PARKVIEW COTTAGES	$629.21	plan
268298	4/27/2020	20411.08-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: 2715 H AVE	$609.88	plan
268299	4/27/2020	20411.07-1	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES	$772.33	plan
268300	4/27/2020	20411.04-2	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: SKAGIT CO-HOUSING	$533.80	plan
268301	4/27/2020	19411.07-3	GRAY & OSBORNE INC	ON-CALL STORMWATER ENGINEERING SERVICES CONSULTANT: THE CROSSING DRAINAGE REVIEW	$533.80	plan
268167	4/27/2020	3011552	MCKESSON MEDICAL-SURGICAL	BATTERY FOR ZOLL MONITOR	$354.12	medic
267826	4/27/2020	ReimbRollo	ROLLO, JAMES	REIMBURSEMENT FOR SAFETY BOOTS - CALEB	$93.14	dwtp
268026	4/28/2020	360-293-6427-0218975	FRONTIER COMMUNICATIONS	CITY HALL 911 4/27-5/28/20	$78.58	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
268027	4/28/2020	360-293-3725-0501135	FRONTIER COMMUNICATIONS	DEPOT PHONE 04/28-05/27/20	$61.88	parks1
268029	4/28/2020	360-299-3674-0214175	FRONTIER COMMUNICATIONS	OPS PHONE: 4/28- 5/27/20	$71.65	dshop
268072	4/28/2020	360-299-0813-1017915	FRONTIER COMMUNICATIONS	WWTP 4/28-5/27/20	$310.56	dwwtp
268078	4/28/2020	360-588-1422-0822015	FRONTIER COMMUNICATIONS	APD BUSINESS LINE 4/28-5/27/20	$301.43	apd
268079	4/28/2020	360-293-4900-0912865	FRONTIER COMMUNICATIONS	APD BAC LINE 4/28-5/27/20	$84.99	apd
268080	4/28/2020	360-299-6615-	FRONTIER COMMUNICATIONS	APD 911 LINE 4/28-5/27/20	$72.23	apd
268081	4/28/2020	360-588-9248-0619005	FRONTIER COMMUNICATIONS	APD BACKUP LINE 4/28-5/27/20	$207.33	apd
268166	4/28/2020	360-293-9063-0926075	FRONTIER COMMUNICATIONS	STA 3 PHONE/FAX/INTERNET 4/28- 5/27/20	$79.82	medic
268076	4/28/2020	15559032	GALLS, LLC.	UNIFORM SHIRT; CHIEF SMALL (WILL BE RETURNING-WRONG STYLE)	$67.00	apd
268077	4/28/2020	15559031	GALLS, LLC.	UNIFORM SHIRT; CAPTAIN FULLER	$67.00	apd
268297	4/28/2020	0G53207	PLATT ELECTRIC SUPPLY INC	HOOKS	$530.99	fiber
268256	4/28/2020	2.20015E+11	PUGET SOUND ENERGY INC	8147 S MARCH PT RD STREET LIGHTS: 03/31 -	$25.32	dshop
268124	4/28/2020	331 0516229	UNIFIRST CORPORATION	WATER CREW LAUNDRY	$45.48	wdist
268073	4/29/2020	BINV008281	GOBLE SAMPSON ASSOCIATES, INC	STA PURE TUBING	$1,372.49	dwwtp
268086	4/29/2020	U2016018054	HB JAEGER	2 PEXA CTS SDR 9 100 REHAU	$958.73	wdist
268074	4/29/2020	001-463944	PISTON SERVICE OF ANACORTES	WIPER BLADES #414	$23.65	dshop
268198	4/29/2020	1480236	RAIN FOR RENT	RENTAL - PUMPING SERVICE FOR EMERGENCY	$2,255.81	dwwtp
268183	4/29/2020	331 0516383	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	$88.43	dwtp
268185	4/30/2020	1991733212	ARAMARK	APD NYLON MATS CLEANED	$16.31	apd
268280	4/30/2020	1991733219	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	$77.76	finance
268175	4/30/2020	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 4/1-4/29/20	$1,257.99	dwtp
268128	4/30/2020	2749799	FOSTER GARVEY PC	WATER TREATMENT PLANT MATTER NO. 96	$4,613.43	legal
268191	4/30/2020	14277	LYNDEN PRECAST LLC	GRAVE LINERS - RESALE ITEM	$2,040.00	parks1
268272	4/30/2020	10251793	NAVIA BENEFIT SOLUTIONS, INC	APRIL NAVIA PARTICIPANT FEES	$120.35	hr
268278	4/30/2020	IN935435	NOANET	MUNICIPAL FIBER NETWORK COORDINATED	$18,402.50	fiber
268281	4/30/2020	IN935436	NOANET	FIBER NETWORK OPS, GIS, AND ENGINEERING	$7,295.00	fiber
268282	4/30/2020	IN935437	NOANET	PER DIEM FOR FIBER ENGINEERING/DESIGN	$164.00	fiber
268283	4/30/2020	IN935445	NOANET	MUNICIPAL FIBER NETWORK COORDINATED	$2,278.49	fiber
268290	4/30/2020	2265	NORTHWEST CORROSION	SKAGIT RIVER RAW WATER PIPELINE AND	$1,805.40	pw1
268279	4/30/2020	8577	PETDATA, INC	PETDATA LICENSING FEES APRIL	$356.70	finance
268271	4/30/2020	001-464035	PISTON SERVICE OF ANACORTES	SILICONE CLAMP- #7902	$33.16	dshop
268252	4/30/2020	3E+11	PUGET SOUND ENERGY INC	STREET LIGHTS: 03/31- 04/28/20	$65.37	dshop
268254	4/30/2020	3E+11	PUGET SOUND ENERGY INC	STREET LIGHTS: 03/10- 04/07/2020	$92.11	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
268255	4/30/2020	3E+11	PUGET SOUND ENERGY INC	STREET LIGHTS: 03/31- 04/28/2020	$128.59	dshop
268200	4/30/2020	0252570-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	$1,145.35	dwwtp
268314	4/30/2020	CL05070	REISNER DISTRIBUTOR INC	VEHICLE FUEL - APRIL	$10,741.75	finance
268194	4/30/2020	INV00588718	SMARSH, INC	ARCHIVING PLATFORM 4/1-6/30/20	$19.39	infosys
268296	4/30/2020	2423	TURNER HR SERVICES	SELECTION PROCESS, WATER SYSTEM MANAGER	$2,550.00	hr
268199	4/30/2020	114-10282972	UNITED SITE SERVICES, INC	6300 SUNSET AVE 04/01-04/30/20	$112.03	parks1
268201	4/30/2020	114-10282894	UNITED SITE SERVICES, INC	WA PK - LOOP 2 04/01-04/30/20	$74.50	parks1
268203	4/30/2020	114-10282845	UNITED SITE SERVICES, INC	ACE OF HEARTS 04/01-04/30/20~	$97.34	parks1
268204	4/30/2020	114-10282932	UNITED SITE SERVICES, INC	EDWARDS WAY 04/01-04/30/20	$112.03	parks1
268205	4/30/2020	114-10282843	UNITED SITE SERVICES, INC	WA PK LOOP #1 04/01-04/30/20 DELUX	$100.43	parks1
268262	4/30/2020	114-10292771	UNITED SITE SERVICES, INC	PLANNING R AVE & 21ST	$4.37	parks1
268206	4/30/2020	40110	UTILITIES UNDERGROUND LOCATION	UTILITY LOCATES APRIL	$172.86	dshop
268082	4/30/2020	112188	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	$70.00	dshop
268165	4/30/2020	112187	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	$122.50	medic
268210	4/30/2020	2066669	WASHINGTON TRACTOR, INC	HONDA GENERATORS 11979, 11980	$2,205.95	dshop
268260	5/1/2020	266223	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; APRIL 2020	$152.50	apd
268216	5/1/2020	2020-07	CURTIS EMERGENCY SERVICES LLC,	EMERGENCY MANAGEMENT SERVICES - APRIL	$680.00	medic
268266	5/1/2020	360-293-1900-	FRONTIER COMMUNICATIONS	CITY MAIN PHONE 5/1-5/31/20	$1,415.25	finance
268209	5/1/2020	9315741778	GRAYBAR ELECTRIC COMPANY, INC	MST	$462.45	fiber
268179	5/1/2020	12767	HOW IT WORKS, INC	PRINTING 2019 CCR	$102.72	dwtp
268215	5/1/2020	420	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION -	$150.00	parks1
268087	5/1/2020	3852	NW CLEANERS	LTAC HEART RESTROOM MAINTENANCE	$550.00	plan
268122	5/1/2020	001-464123	PISTON SERVICE OF ANACORTES	FUEL AND OIL FILTERS FOR STOCK	$101.03	dshop
268270	5/1/2020	001-464125	PISTON SERVICE OF ANACORTES	BELT- #7904	$41.07	dshop
268168	5/1/2020	5059453124	RICOH USA, INC	S/N C86111692 ENG 2/1-4/30/20	$45.77	finance
268169	5/1/2020	5059453189	RICOH USA, INC	S/N C86180481 PARKS 2/1-4/30/20	$20.42	parks1
268173	5/1/2020	5059453711	RICOH USA, INC	S/N C86152062 HR COPIES 4/1-4/30/20	$10.98	finance
268188	5/1/2020	5059453692	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 4/1-	$20.79	apd
268189	5/1/2020	5059453045	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE 2/1/-4/30/20	$121.07	apd
268176	5/1/2020	7292	SHIFTNOTE, LLC	WTP DAILY LOG MAY 1-JULY 31, 2020	$104.85	dwtp
268208	5/1/2020	0248159-IN	SIRENNET.COM	BLACK ION PEDESTAL MOUNT KIT #043A	$98.92	dshop
268288	5/1/2020	1103	THE CLEAN TEAM	TOMMY THOMPSON TRAIL 22ND ST BATHROOM	$600.00	pw1
268273	5/1/2020	GB00100301	TRANSAMERICA LIFE INS CO	MAY, LEOFF LONG-TERM CARE INSURANCE	$634.98	hr
268269	5/1/2020	0542005-001	UNUM LIFE INS CO OF AMERICA	MAY, LEOFF LONG-TERM CARE PREMIUM	$1,024.90	hr
268127	5/1/2020	121215	VENTEK INTERNATIONAL	MAY SERVER HOSTING AND CELL CARRIER	$135.00	parks1
268292	5/1/2020	2140280-0043-5	WASTE MANAGEMENT	WTP GARBAGE, RECYCLING	$168.41	dwtp
268192	5/1/2020	102853701-0008119	WAVE	FIBER LEASE WTP TO CITY HALL 5/1-5/31/20	$326.20	finance
268193	5/1/2020	102958801-0008119	WAVE	DEDICATED INTERNET ACCESS	$1,469.82	fiber
268214	5/1/2020	026P10187	WESTERN TRUCK CENTER	SENSOR COOLANT LEVEL #512	$112.60	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
268276	5/2/2020	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 5/9-6/8/20	$182.09	fiber
268267	5/3/2020	99613	VECA ELECTRIC & TECHNOLOGIES	CHARGER EXTENSION CORD	$895.13	dwtp
268180	5/4/2020	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; APRIL 2020	$114.00	apd
268285	5/4/2020	1095117859	MALVERN PANALYTICAL, INC.	ZETA CELLS X 2	$459.28	dwtp
268181	5/4/2020	RefundMooney	MOONEY, PATRICK	REFUND FOR UNDELIVERED DROP BOX	$368.12	finance
268213	5/4/2020	MV233374	MOTOR TRUCKS, INC	BELTS, BELT TENSIONS #219, #203	$392.31	dshop
268263	5/4/2020	001-464396	PISTON SERVICE OF ANACORTES	LIQUID ELECTRICAL, HITCH PIN AND CLIP	$33.62	dshop
268190	5/4/2020	ReimbRollo	ROLLO, JAMES	REIMBERSEMENT - CALEB R - OP CERT	$88.74	dwtp
268187	5/4/2020	RefundSkagitValleyFa	SKAGIT VALLEY FARM	REFUND FOR UNUSED IRRIGATION METER	$420.56	finance
268284	5/5/2020	175189	OASYS INC	BASE RATE CHARGE 5/9/20-6/8/20	$55.26	pw1
268313	5/5/2020	19-054-FAC-0041	QUANTUM CONSTRUCTION, INC	RETAINAGE RELEASE	$4,749.28	pw1

Total **$373,830.39**

City Council Contract Agenda Bill

Meeting Date: 5/11/2020 **Agenda Item**: 3c

Subject: Contract Award – WTP Power Generation - TSP/HMI Modernization Upgrade 20-129-WTR-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of $69,270.46 to N C Power Systems Co. to perform the WTP Power Generation - TSP/HMI Modernization Upgrade.

Background:

1. History: This project involves upgrading the WTP switchgear building TSP/HMI (Human-Machine Interface) screen with modern PLC (Programming Logic Control). The switchgear building has an HMI screen and programmed logic for operators to control all 3 generators when a power failure occurs from our source, Puget Sound Energy. This TSP/HMI has failed completely and requires complete replacement. NC Cat Systems is a sole source for repairs, we were told the current system expected life cycle is 6 years, which expired in 2019. Currently, WTP operations has no remote control over the generators, but NC Cat Systems did confirm and say the generators are expected to start in case of a WTP power failure.
2. Key Terms:
   - Contract is for a fixed price of $69,270.46 which includes $5,426.72 in sales tax.
   - All physical construction activities shall be completed by April 17, 2021.
3. Competitive Bidding: In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with N C Power Systems Co.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-129-WTR-001 with N C Power Systems Co. in the amount of $69,270.46 to perform the WTP Power Generation - TSP/HMI Modernization Upgrade.

Alternative Actions: Not award the contract

Attachments: Contract 20-129-WTR-001

Contractor	N C Power Systems Co.
Contract Amount	$69,270.46
Earmarked Funds	$258,148.00
BARS #	401.730.534.10.48
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	4/17/21

CONTRACT 20-129-WTR-001
AGREEMENT WITH
N C POWER SYSTEMS CO.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and N C Power Systems Co. a private contractor at PO Box 88338, Seattle, WA 98138 (herein after referred to as "Contractor").

PROJECT

WTP Power Generation - TSP/HMI Modernization Upgrade

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the TSP/HMI Modernization Upgrade at the Anacortes Water Treatment Plant, 14489 River Bend Rd, Mount Vernon, WA 98273, as detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof.

2. **Contract Price:** The Contractor will perform the scope of work above for a fixed price of **Sixty-Nine Thousand Two Hundred Seventy Dollars and Forty-Six Cents ($69,270.46),** which includes $5,426.72 sales tax at an 8.5% rate. This includes all labor, materials, and standard freight for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contactor will be retained.

3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

4. **Time of Completion:** The Contractor shall complete the work by April 17, 2021.

5. **Job Safety:** Contractor shall comply with all Washington Department Labor & Industries safety standards.

6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies**. Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:	**Contractor:**
City of Anacortes	N C Power Systems Co.
______________________	______________________
Mayor	
______________________	______________________
Date	Date
	______________________
	Contractor License #

1. WASHINGTON STATE PREVAILING WAGES
Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

For contracts in excess of $10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Delivery. Advance coordination of the work shall be made with the Project Manager Fred Buckenmeyer (360) 299-1954.

3. Subcontracts. The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of the prime Contractor or a subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination
(1) of the acceptability of any subcontract terms or conditions;
(2) of the allowability of any cost under this contract, or
(3) to relieve the Contractor of any responsibility for performing this Contract.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

4. Taxes. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

5. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, Agreement Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

6. Withholding Payment. In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Public Works Director set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the Public Works Director which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

7. Final Payment: Waiver Of Claim The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

8. Inspection.

A. **Of the Work**

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. **Project Manager's Authority**

The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

9. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

10. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

11. Defense and Indemnity Agreement. The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

12. Insurance.

A.**Insurance Term:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation:** The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Contactor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)

D. **Minimum Amounts of Insurance:** The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

E. **Public Entity Full Availability of Contractor Limits:** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provision:** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

H. **Verification of Coverage:** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. **Subcontractors' Insurance:** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. **Notice of Cancellation:** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. **Failure to Maintain Insurance:** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

13. Acceptance. Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Contractor. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

14. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than $2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

15. Discrimination Prohibited. During the performance of this Agreement, the Contractor and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

16. Contractor is an Independent Contractor. The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and Sub-Contractors during the performance of this Agreement.

17. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

18. The City's Right to Terminate Agreement.
A. **Termination for Default:** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. **Termination for Public Convenience:** The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. An equitable adjustment in the Agreement 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 Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

19. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

20. Non-waiver. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

21. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

22. Disputes
A. **General:** Differences between the Contractor and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. **Notice of Potential Claims:** The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. **Detailed Claim:** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. **Dispute Resolution:** In the event of a dispute between the City and the Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

23. Force Majeure. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

24. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

25. Compliance with Laws. The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

26. Notices. Receipt of any notice shall be deemed effective three days after deposit of written notice in the U.S. mail, with proper postage and properly addressed. Notices shall be sent to the following addresses:

CITY:	CONTRACTOR:
City of Anacortes	N C Power Systems
Tiffany Matson	CSA Service Representative
904 6th Street	PO Box 88338
PO Box 547	Seattle, WA 98138
Anacortes, WA 98221	

27. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

28. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Defense & Indemnity Agreement; Disputes.

29. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds
Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or six months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Department of Revenue, Department of Employment Security and the Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects $150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

30. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released **45 days after final acceptance**, provided that the following has occurred:

1) All liens placed against the project have been released. For projects over $35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
2) Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
3) Worker's Compensation Premiums for the Contractor and any subcontractors are current.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

NC POWER SYSTEMS CAT

CITY OF ANACORTES ACCOUNTS PAYABLE
PO BOX 547
ANACORTES 98221-0547

Proposal No: 161875 - 1

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	Work Order No.
9996001	MARIO GONZALEZ			
QUOTE NO.	**P.O. NO.**	**DATE**	**Email**	
161875		2020-04-16		
MAKE	**MODEL**	**SERIAL NO.**	**UNIT NO.**	
AA	SWITCH GEAR	CAT ISO		
NOTES				

SEGMENT: 01 UPDATE SOFTWARE ( )
NOTES:
CITY OF ANACORTES WTP TSP/HMI REPLACEMENT, MODERNIZATION/ UPGRADE, ORIGINAL DIRECT REPLACEMENT HMI IS NO LONGER AVAILABLE

Misc

Description	Qty		Ext Price
IN HOUSE PRODUCTION (PROGRAMING, ENGINEERING, CAD)	1		33,254.99
DAYS FOR FIELD ENGINEER ON SITE	1		2,600.00
TRAVEL AND EXPENSES	1		1,437.37
HMI BOM	1		10,257.00
SOFTWARE BOM	1		14,046.39
NC POWER SYSTEM TECHNICIAN	1		2,247.99
		Total Misc:	63,843.74
		Segment 01 Total:	63,843.74
		Total Segments:	63,843.74
TOTAL ESTIMATE			63,843.74

The factory conversion and testing procedure:

• Each icon displayed on the switchgear touch screen consists of single or multiple “Tags” associated with particular PLC programming addresses
• Each existing Applicom “Tag” must be modified or recreated to be compatible with the new Kepware graphics platform
• A graphics software engineer and a PLC software engineer are required during both the conversion and testing process
• A system simulator must be built in the factory laboratory that exactly mimics the live system at the customer’s facility
• All touch screen graphic display screens must be tested for bug-free operation
• All system sequence of operations must be tested and verified to operate exactly as described in the switchgear as-built drawings “Functional Sequence of Operations”.

The Kepware PCI-85 graphics platform is Caterpillar® OEM warranty and supported.

DEFINITION OF SERVICES:

In house services provided by sub-contractor Caterpillar Switchgear Americas, LLC:

1. Engineering – Programming/converting the existing HMI from RSview to Factory talk, Hardware Design, Testing, drawing markups to show changes.
    a. The site’s equipment is not currently in house so an engineer will need to construct a simulator at our facility to mimic the system in the field to ensure proper functionality prior to onsite work.
2. Graphics - Update graphics for HMI and test on simulator during the testing of the programming changes.
3. Logistics – Purchasing of Materials, tools, shipping preparation of new Dynics Computer, , and ELO touchscreen.
4. CAD - Update drawings with current changes to show new Dynics Computer, and ELO touchscreen. for production, field modifications, red line markups, and as builts.

On site services provided by sub-contractor Caterpillar Switchgear Americas, LLC:

1. Installation of Dynics TSP with Kepware and Factory Talk HMI software
    a. Removal of existing TSP
    b. Install new Dynics TSP and testing

2. Installation of existing 19” Touchscreen Monitor
    a. Removal of existing 19” Touchscreen Monitor
    b. Install 19” Touchscreen Monitor

3. System Testing

Materials to be Used:

- *Dynics Touchscreen Processor with win 10*
- *Factory Talk Server/Client Software*
- *19" Touchscreen*
- *Misc. Hardware (wire, cables, tsp bracket, etc.)*

Subcontractor's Roles/Responsibilities:

1. One (1) trip(s) for one (1) Field Engineer(s) on site for up to One (1) day(s) plus travel and expenses for HMI Modernization Upgrade.
2. Proposal assumes that work will be performed Monday - Friday during normal business hours.
3. Subcontractor will procure all specified components and program in Alpharetta, GA. The PLC and HMI programming will be tested on a simulator prior to shipment to the project site for installation.
4. Updated as built drawing will be provided in electronic format only after work is completed.

Contractor's Roles/Responsibilities:

1. Identify someone with site authority to allow the following - (A) switching and outages as required with safe lock out and tag out of equipment being worked upon, (B) free and clear access and egress to the worksite, and (C) provide communication and sanitation facilities.
2. Identify someone from maintenance to be able to control and shift loads.
3. Obtain any and all permits, permissions, and required acceptances necessary per Federal/State/or Local codes and regulations. Any extension to the time required for testing to meet local code or regulation shall be quoted separately.

City's Roles/Responsibilities:

1. City to dispose of all wastes generated at the job site. City will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
2. Prior to the start of work, City shall familiarize contractor and sub-contractor personnel with City safety practices, regulations in effect at the jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by the City, as well as telephone numbers for local emergency services.
3. City to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc.

City Council Contract Agenda Bill

Meeting Date: 5/11/2020 **Agenda Item**: 4a

Subject: Resolution 2088 – Waiving the State Competitive Bidding Requirements for the Purchase of 16 Dell Hard Drives

Staff Contact: Emily Schuh

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Resolution

Summary Statement: City staff seeks City Council approval of Resolution 2088 to waive the state competitive bidding requirements for the purchase forty Dell hard drives for the City's hyper convergence cluster from XByte Technologies.

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- Sixteen Dell 3.84TB 12Gbps SAS RI TLC 2.5 SSD PM1633a and twenty-four Dell 1.92TB 6Gbps SATA Read Intensive TLC 2.5 SSD S4500 hard drives are necessary to complete the City's hyper convergence cluster.
- The estimated price when utilizing state contracting pricing for 40 hard drives is $210,632 plus tax.
- City's IT Manager found the hard drives that would meet the needs of the City posted on ebay.com by XByte Technologies for a cost of $24,269 plus tax.
- Xbyte Technologies indicated that this deal was only available for a short period of time and a limited quantity is available.
- Administrative Services Director believes the price for these hard drives is a highly favorable price and will be sold to another party before the City has the time to comply with formal bidding requirements.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that Resolution 2088 be approved waiving the state competitive bidding requirements for the purchase of forty Dell hard drives for the City's hyper convergence cluster from XByte Technologies.

Alternative Actions: N/A

Attachments: Resolution 2088

RESOLUTION 2088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of forty Dell hard drives for the City's hyper convergence cluster from XByte Technologies, and waiving the competitive bidding requirement due to special market conditions, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.

WHEREAS, the sixteen Dell 3.84TB 12Gbps SAS RI TLC 2.5 SSD PM1633a and twenty-four Dell 1.92TB 6Gbps SATA Read Intensive TLC 2.5 SSD S4500 hard drives are necessary to complete the City's hyper convergence cluster; and

WHEREAS, the estimated price when utilizing state contracting pricing for the 40 hard drives is $210,632 plus tax; and

WHEREAS, the City's IT Manager found the hard drives that would meet the needs of the City posted on ebay.com by XByte Technologies for a cost of $24,269 plus tax; and

WHEREAS, Xbyte Technologies indicated that this deal was only available for a short period of time and a limited quantity is available; and

WHEREAS, the Administrative Services Director believes the price for these hard drives is a highly favorable price and will be sold to another party before the City has the time to comply with formal bidding requirements; and

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

Section 1. The City Council of the City of Anacortes, Washington, finds that the purchase of sixteen Dell 3.84TB 12Gbps SAS Read Intensive TLC 2.5 SSD PM1633a and twenty-four Dell 1.92TB 6Gbps SATA Read Intensive TLC 2.5 SSD S4500 hard drives clearly limits the City of Anacortes to special market conditions, justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes, Washington, hereby waives the bidding requirements for the purchase of these sixteen Dell 3.84TB 12Gbps SAS Read Intensive TLC 2.5 SSD PM1633a and twenty-four Dell 1.92TB 6Gbps SATA Read Intensive TLC 2.5 SSD S4500 hard drives and authorizes purchasing from XByte Technologies.

Section 3. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 11th day of May, 2020.

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Laurie Gere, Mayor

ATTEST:

____

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

____

Darcy Swetnam, City Attorney

City Council Contract Agenda Bill

Meeting Date: 5/11/2020 **Agenda Item**: 4b

Subject: Resolution 2089 – Waiving the State Competitive Bidding Requirements for the Purchase of 10 converged network adapters with 20 SFP adapters

Staff Contact: Emily Schuh

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Resolution

Summary Statement: City staff seeks City Council approval of Resolution 2089 to waive the state competitive bidding requirements for the purchase 10 converged network adapters with 20 SFP adapters for the City's hyper convergence cluster from Alltech Resources LLC.

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- The ten QLOGIC QL41262HLCU-DE R491V and twenty 25GBE SFP CNA SFP28 ADAPTERS are necessary to complete the City's hyper convergence cluster.
- The estimated price when utilizing state contracting pricing for ten converged network adapters is $5,000 plus tax and the twenty SFP adapters is $27,500 plus tax.
- City's IT Manager found the 10 converged network adapters with 20 SFP adapters that would meet the needs of the City posted on ebay.com by Alltech Resources, LLC for a cost of $7,991 plus tax.
- Alltech Resources LLC indicated that this deal was only available for a short period of time and a limited quantity is available.
- Administrative Services Director believes the price for these adaptors is a highly favorable price and will be sold to another party before the City has the time to comply with formal bidding requirements.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that Resolution 2089 be approved waiving the state competitive bidding requirements for the purchase of 10 converged network adapters with 20 SFP adapters for the City's hyper convergence cluster from Alltech Resources LLC.

Alternative Actions: N/A

Attachments: Resolution 2089

RESOLUTION 2089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of 10 converged network adapters with 20 SFP adapters for the City's hyper convergence cluster from Alltech Resources LLC, and waiving the competitive bidding requirement due to special market conditions, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.

WHEREAS, the ten QLOGIC QL41262HLCU-DE R491V and twenty 25GBE SFP CNA SFP28 ADAPTERS are necessary to complete the City's hyper convergence cluster; and

WHEREAS, the estimated price when utilizing state contracting pricing for the ten converged network adapters is $5,000 plus tax and the twenty SFP adapters is $27,500 plus tax; and

WHEREAS, the City's IT Manager found the 10 converged network adapters with 20 SFP adapters that would meet the needs of the City posted on ebay.com by Alltech Resources, LLC for a cost of $7,991 plus tax; and

WHEREAS, Alltech Resources, LLC indicated that this deal was only available for a short period of time and a limited quantity is available; and

WHEREAS, the Administrative Services Director believes the price for these 10 converged network adapters with 20 SFP adapters is a highly favorable price and will be sold to another party before the City has the time to comply with formal bidding requirements; and

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

Section 1. The City Council of the City of Anacortes, Washington, finds that the purchase of ten QLOGIC QL41262HLCU-DE R491V and twenty 25GBE SFP CNA SFP28 ADAPTERS clearly limits the City of Anacortes to special market conditions, justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes, Washington, hereby waives the bidding requirements for the purchase of these ten QLOGIC QL41262HLCU-DE R491V and twenty 25GBE SFP CNA SFP28 ADAPTERS and authorizes purchasing from Alltech Resources, LLC.

Section 3. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 11th day of May, 2020.

____

Laurie Gere, Mayor

ATTEST:

____

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

____

Darcy Swetnam, City Attorney

Proposal for a Third Cluster

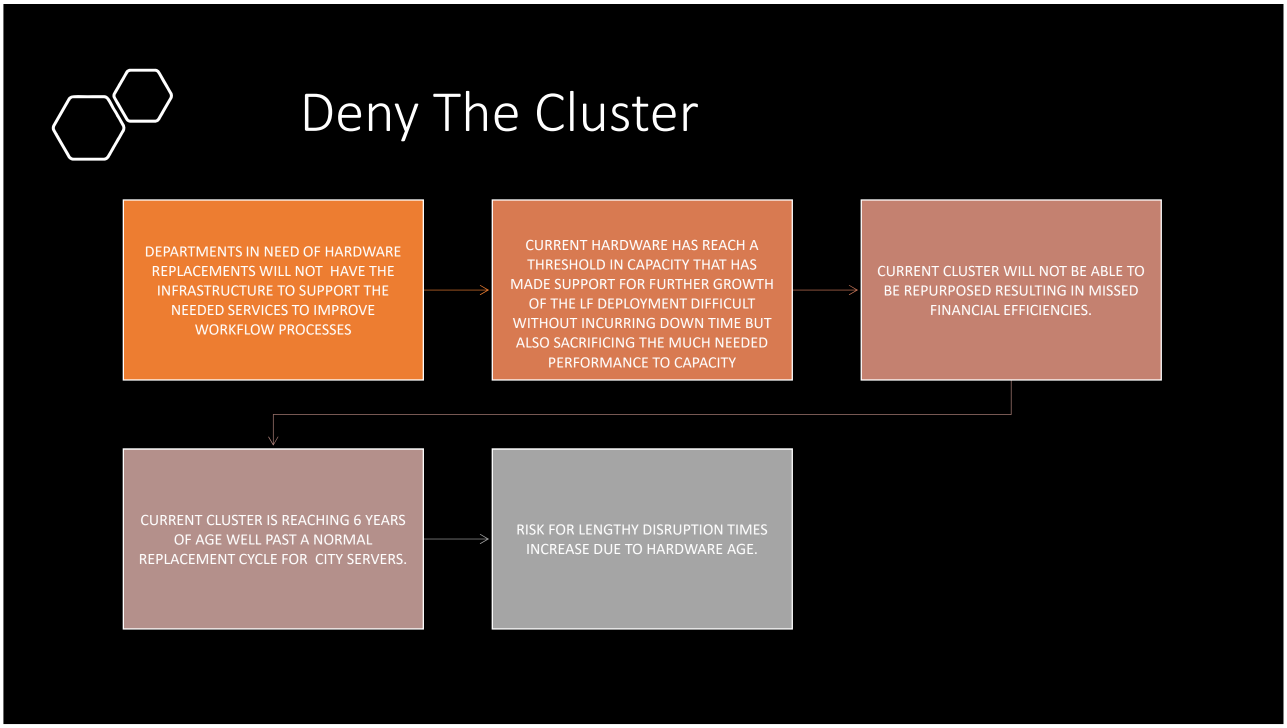
Deployment of a third cluster to support new services at APD, Court and improve COA cloud capabilities.

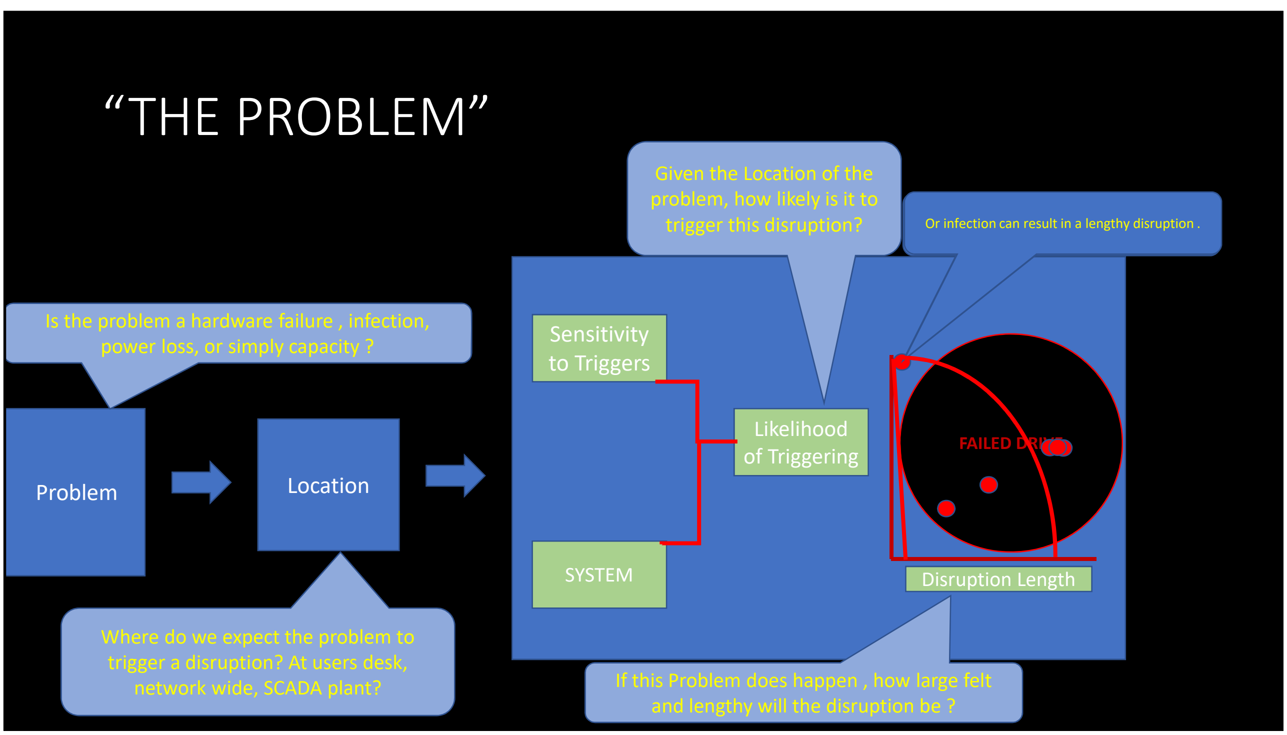
Replace-Repurpose-Replicate

Replacement cost are estimated to be 100k

Repurpose cost are estimated to be 64k

3 total Fail Over sites
Enhance ASR
Do more with 0365
Increase Operational Capabilities


Deny The Cluster
DEPARTMENTS IN NEED OF HARDWARE REPLACEMENTS WILL NOT HAVE THE INFRASTRUCTURE TO SUPPORT THE NEEDED SERVICES TO IMPROVE WORKFLOW PROCESSES
CURRENT HARDWARE HAS REACH A THRESHOLD IN CAPACITY THAT HAS MADE SUPPORT FOR FURTHER GROWTH OF THE LF DEPLOYMENT DIFFICULT WITHOUT INCURRING DOWN TIME BUT ALSO SACRIFICING THE MUCH NEEDED PERFORMANCE TO CAPACITY
CURRENT CLUSTER WILL NOT BE ABLE TO BE REPURPOSED RESULTING IN MISSED FINANCIAL EFFICIENCIES.
CURRENT CLUSTER IS REACHING 6 YEARS OF AGE WELL PAST A NORMAL REPLACEMENT CYCLE FOR CITY SERVERS.
RISK FOR LENGTHY DISRUPTION TIMES INCREASE DUE TO HARDWARE AGE.


“THE PROBLEM”
Given the Location of the problem, how likely is it to trigger this disruption?
Or infection can result in a lengthy disruption .
Is the problem a hardware failure , infection, power loss, or simply capacity ?
Sensitivity to Triggers
Likelihood of Triggering
FAILED DR
Problem
Location
SYSTEM
Disruption Length
Where do we expect the problem to trigger a disruption? At users desk, network wide, SCADA plant?
If this Problem does happen , how large felt and lengthy will the disruption be ?

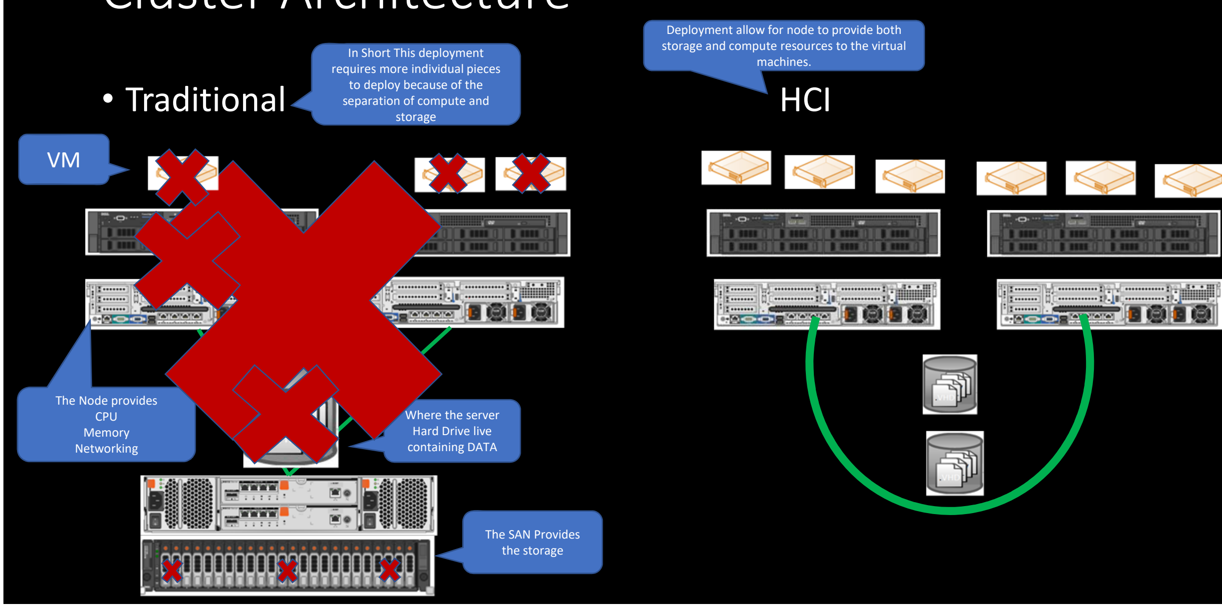
What is a Cluster?

A group of linked *servers*, working together closely and deployed to improve performance and/or availability over that provided by a single *server.*

A group of clusters forms clouds. Providing enhanced IT OPERATIONS

IT deployed its first cluster right at the end of 2014 and just in time for the 2015 year. IT deployed its second cluster in MT Vernon shortly after. Year 2016

Cluster Architecture



You don't move to the cloud you extend to it.

- With IT already having started virtualizing in 2014. It provided us with a foot hold to reach and extend to other clouds.
- IT had by 2016 deployed a second cluster to a secondary site where it was able meet both the needs of the enterprise and the facility by accomplishing:
  - Efficiency – Doing more with less
  - Single point of failure mitigation
  - Provide a solution to Scalability/Density
  - No Longer tied to physical hardware
  - Centralized management
  - Modernized Disaster Recovery/Business Continuity.
  - True Cloud infrastructure for the city's virtualized environment.

How Did That Translate

- Site1:
  - 5 pieces of equipment currently running 50 servers
  - Fault tolerant to single and multiple failures .
  - Reduced Foot Print
  - Can Fail Over to Site 2
- Site 2 :
  - 3 pieces of equipment replacing 7 physical servers
  - Fault tolerant to single and multiple failures .
  - Can now Fail over to Site1 if Cluster Fails
  - Reduced Foot Print
  - Testing ground for VDI
- What it will bring to Site 3:
  - Enhance the departments ability to support and stand up new services
  - Improved automation/work processes
  - The ability to Failover to a third site if "Problems" arise
  - Great candidate for VDI deployment
- What it will bring to the enterprise:
  - Financial efficiency by repurposing resources
  - Add a total of three sites the enterprise can failover to
  - Improved resiliency to disruptions
  - Enhance our Business Continuity and Disaster Recovery capabilities.

Lessons Learned

No Switch needed. Interconnect instead.
Outgrew 1GB iSCSI.
Fiber for storage.
No Spin all Flash.
Make it smaller.

So why a third cluster ?

A THIRD CLUSTER WILL HELP ACHIEVE IT PLAN FOR THE FUTURE IN EXTENDING TO THE CLOUD

WILL REDUCE AND HELP DISTRIBUTE WORKLOADS ACROSS THREE DIFFERENT SERVERS CLUSTERS AIDING ACHIEVING OPTIMAL IT IOPERATIONS

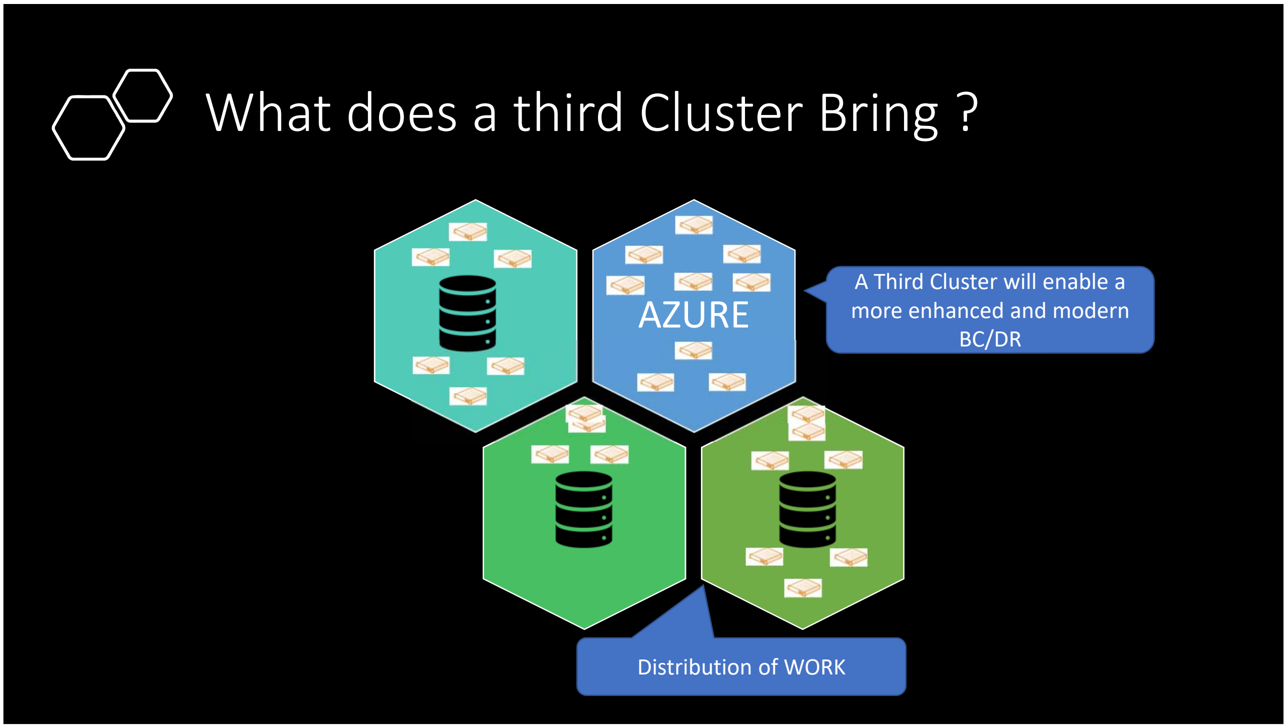
LESS SERVERS MEAN LESS PEOPLE TIME IS USED MANAGING THEM.

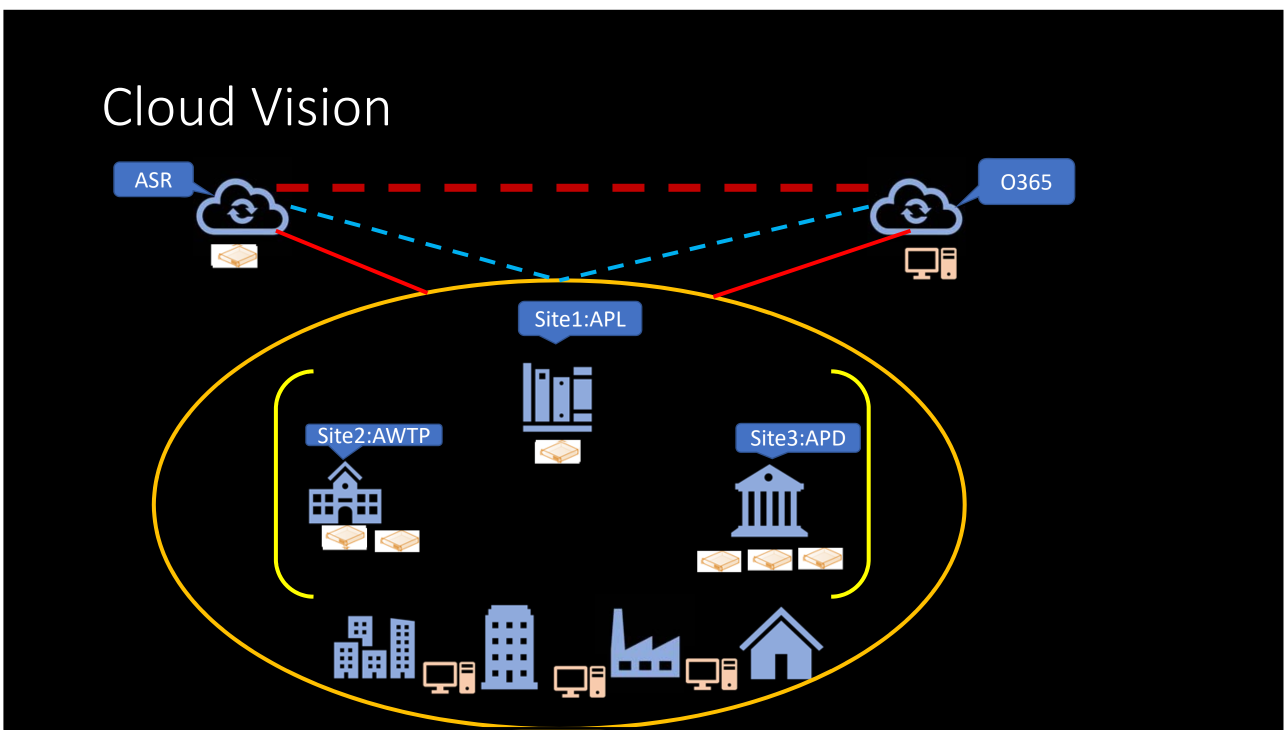
WILL ACHIEVE OUR DESIRED CLOUD ENVIRONMENT FOR THE NETWORK THAT

WILL HELP ACHIEVE FINANCIAL EFFICIENCY

INCREASE CLUSTER TO CLUSTER RESILIENCY

HELP MITIGATE PROBLEM AND THEIR DURATION.


What does a third Cluster Bring ?
AZURE
A Third Cluster will enable a more enhanced and modern BC/DR
Distribution of WORK


Cloud Vision
ASR
O365
Site1:APL
Site2:AWTP
Site3:APD

ROADMAP

Alleviate overused resources by procuring new cluster	Finalize Numbers Move from estimated cost to exact cost In-house over contracted out work
Receive, Configure and Deploy Cluster	Fully tested and I production
Migrate from old to new	Allowing for work to commence on redeployment of old cluster
Deploy APD Cluster	Virtualize physical workloads .
Replication.	Configure sites, confirm replication

Questions ?

City Council Contract Agenda Bill

Meeting Date: 5/11/2020   **Agenda Item**: 4c

Subject: Contract Award: PowerEdge R740XD Servers Purchase #20-130-ITS-001

Staff Contact: Emily Schuh

Approved for Submittal to Council by: Darcy Swetnam, City Attorney	**Action Type:** Contract Award

Summary Statement: City staff seeks City Council consent to issue a Purchase Order in the amount of $89,840.55 to DavenPort Group to for the purchase of 3 PowerEdge R740XD Servers. The purchase order would be issued under Washington State contract #05815-003.

Background:

1. History: The City's current traditional virtual server cluster is almost 6 years old and has reached its capacity and no longer is able to meet our enterprise needs. The City worked with DavenPort Group who is a Dell Partner and SHI who is a certified Microsoft software reseller to design a hyperconverged infrastructure to meet the City's current and expected growth for the next 7-8 years. Both companies are on the WA State contract list. The current hyper-v server cluster will be repurposed at the Anacortes Police Department to support transition to Laserfiche for both the APD and Municipal Court.
2. Competitive Bidding: The City entered into a cooperative purchasing agreement with the State of Washington in 2008 per the Washington Interlocal Cooperation Act RCW 39.34, which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a Purchase Order 20-130-ITS-001 with DavenPort Group in the amount of $89,840.55 for the purchase of 3 PowerEdge R740XD Servers.

Alternative Actions: Not approve the motion

Attachments: Contract 20-130-ITS-001

Contractor	Davenport Group
Contract Amount	$89,840.55
Earmarked Funds	$152,180.00
BARS #s	001.220.518.80.35
Budget Amendment Required?	No

PURCHASE ORDER 20-130-ITS-001

VENDOR: **DAVENPORT GROUP, INC.**
4166 LEXINGTON AVENUE NORTH
SHOREVIEW, MN 55126

Date: **May 12, 2020**
Ship To: **City of Anacortes**
Jose Cervantes
PO Box 547
904 6th St
Anacortes, WA 98221
(360) 299-1981
cervantesj@cityofanacortes.org
Bill To: **City of Anacortes**
Accounts Payable
PO Box 547, Anacortes, WA 98221

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	3	PowerEdge R740XD Server Chassis with Up to 24 x 2.5 Hard Drives for 2CPU, GPU Capable Configuration (2) Intel Xeon Gold 5215 2.5G, 10C/20T, 10.4GT/s, 13.75M Cache, Turbo, HT (85W) DDR4-2666 (6) 32GB RDIMM, 2933MT/s, Dual Rank (14) 1.92TB SSD SAS Mixed use 12Gbps 512e 2.5in Hot-Plug PM5-V Drive, 3 DWPD, 10512 TBW BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH No RAID Trusted Platform Module 2.0 HBA330 Controller Adapter, Low Profile No Operating System iDRAC9, Express Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (2) Power Cord - C13, 3M, 125V, 15A Riser Config 4, 3x8, 4 x16 slots PowerEdge 2U LCD Bezel ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 5 Years ProSupport: 7x24 HW/SW Technical Support and Assistance, 5 Years **This Purchase Order is subject to Washington State Contract #05815-003.**	EA	$27,550.00	$82,650.00
				Sub-Total	**$82,650.00**
				8.7% sales tax	**$7,190.55**
				Total	**$89,840.55**

CITY OF ANACORTES

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Laurie Gere, Mayor

____
Date

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning May 18, 2020

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 and vouchers are 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.

May 18, 2020
•Access - Anacortes Fiber Internet Update (Discussion)
****

May 26, 2020
•Monthly Finance Update and COVID-19 Impacts (Discussion)
****

June 1, 2020
****

June 8, 2020
****

June 15, 2020
****

June 22, 2020
****

July 6, 2020
****

July 13, 2020
****

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

•Housing Affordability & Community Services, Monday, May 11, 2020, 4:00 PM, Teleconference
•Planning, Monday, May 11, 2020, 5:00 PM, Teleconference
•Finance, Wednesday, May 13, 2020, 5:00 PM, Teleconference
•Community Center / Pool, Thursday, May 14, 2020, 3:30 PM, TBD
•Public Works, Monday, May 18, 2020, 5:00 PM, Teleconference
•Fiber, Thursday, May 21, 2020, 2:30 PM, Teleconference
•Parks & Recreation, Thursday, May 21, 2020, 6:00 PM, TBD
•Planning, Monday, May 25, 2020, 5:00 PM, Teleconference
•Finance, Wednesday, May 27, 2020, 5:00 PM, Teleconference
•Museum, Thursday, May 28, 2020, 12:30 PM, Teleconference
•Community Center / Pool, Thursday, May 28, 2020, 3:30 PM, TBD
****