

- Meetings may be viewed on the [City of Anacortes website](#), on the City of Anacortes [YouTube Channel](#), or on TV [Channel 10](#).
- The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.
- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
- Complete guidelines for virtual participation in Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

**** Attendees in Council Chambers must comply
with [Dept. of Health orders](#) ****

**January 24, 2022
6:00 PM**

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Discussion)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of January 18, 2022 (Action)
 - b. Approval of claims in the amount of \$346,082.29 (Action)
 - c. Resolution 3074: Waiving the Competitive Bidding Requirements for the Purchase of a ProLine H800 Rotary Mower (Action)
 - d. Resolution 3071: Legislative Priorities 2022 (Action)
6. **Public Hearings**
 - a. * Resolution 3069: Authorizing Surplus of Copper Tubing (Discussion/Possible Action)
7. **Other Business**
 - a. * 2021 Year End Finance Update (Discussion)
 - b. * Ordinance 4010: Amending the 2021 Budget (Discussion/Action)
 - c. * Resolution 3073: Updated Planning Fees for Unified Fee Schedule (Discussion)
 - d. * Ordinance 4011: Authorizing Acceptance of Restricted Donations (Discussion/Possible Action)

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

- e. Contract Award: Skate Park Design and Bid Documents #22-043-PRK-001 (Discussion/Action)
 - f. Contract Award: Wastewater Treatment Plant Incinerator Expansion Joint and Waste Gas Outlet Duct Replacement #22-034-SEW-001 (Discussion/Possible Action)
 - g. Contract Modification: Municipal Broadband Network – 2021 Westside Backbone Expansion #21-094-FBR-001 (Action)
8. **Adjournment**

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under Public Comment. Citizens wishing to comment on items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting.*

The City of Anacortes is committed to making public meetings available and accessible to all members of the community.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

Anacortes City Council Minutes - January 18, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of January 18, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Christine Cleland-McGrath and Amanda Hubik were present. Councilmembers Ryan Walters and Carolyn Moulton participated in the meeting remotely via Zoom. Councilmembers Anthony Young and Bruce McDougall were absent. Ms. Moulton reported that Mr. Young was having connectivity challenges that might prevent him from attending the meeting remotely.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

The mayor added Agenda Item 8a to the end of the evening's agenda, an Executive Session regarding Potential Litigation or Litigation per RCW 42.30.110(1)(i)

The mayor reported on very high case and hospitalization rates for COVID-19 over the past week and provided information on ordering home test kits.

Finance Committee: Mr. Walters reported from the Committee meeting held the previous Wednesday. The topics discussed included challenges of ordering vehicles given long lead times, skateboard park funding, redistricting based on the latest census count, a 2021 year end budget amendment, financing for the fiber project and departmental budget overruns.

Housing Affordability and Community Services Committee: Ms. Cleland-McGrath reported from the Committee meeting held the previous week. The topics discussed included funding for housing and behavioral health needs in the county and the First Steps program.

Mr. McDougall joined the meeting remotely at this time.

Public Works Committee: Ms. Moulton reported from the Committee meeting held earlier in the evening. The topics discussed included water treatment plant awards, the Craley leak detection system, engineering staff openings, solid waste recovery from the December winter storm, the electric vehicle chargers that will be installed, the 32nd Street and M Avenue roundabout, and GIS mapping of fiber infrastructure.

Mr. Carter reported from the Port/City Liaison meeting the prior week. The topics discussed included the outfall project, 2nd street agreement, mutual assistance agreements, and mutual access agreements.

Public Comment

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

Evan Saxton read from his prepared statement complimenting the HACS Committee on its report the prior week. Mr. Saxton urged immediate action to ensure housing for all Anacortes School District students and to better message the need for and value of providing supportive housing.

Patti Pattee also thanked the HACS committee. Ms. Pattee then addressed Fully Contained Communities being considered by Skagit County. She said other city councils in the county had disapproved of the plan. Ms. Pattee also addressed the 2nd Street agreement authorized by Council in December. She asked why public comment was going to be sought on this issue after a decision had already been made.

Consent Agenda

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

- a. Minutes of January 10, 2022
- b. Approval of claims in the amount of \$678,007.14
The following vouchers/checks were approved for payment:
EFT numbers: 102193 through 102251 and 102274, total \$465,813.53
Check numbers: 102252 through 102273, total \$79,853.93
Wire transfer numbers: 296779 through 297155, total \$133,521.18

PUBLIC HEARINGS

Ordinance 4004: An Ordinance Amending AMC Ch. 3.93 Impact Fees to Specify Fee Assessment Limitations and Add Fee Exemptions for Early Learning Facilities

Planning Director Don Measamer briefly summarized the draft ordinance that had been presented in detail prior to the public hearing opened at the January 10, 2022 regular City Council meeting. Mr. Measamer recommended approval of the ordinance.

Mayor Miller noted that the public hearing remained open. He invited members of the audience to comment on this agenda item. No one present wished to address the Council. The mayor closed the public hearing.

CAROLYN MOULTON moved, seconded by CHRISTINE CLELAND-MCGRATH, to adopt Ordinance 4004 as presented. Vote: Ayes - JEREMY CARTER, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Abstain - RYAN WALTERS. Result: Passed

OTHER BUSINESS

Resolution 3066: Collective Bargaining Agreement with Teamsters Union Local 231

Administrative Services Director Emily Schuh presented Resolution 3066 for consideration and action. Ms. Schuh briefly reviewed the terms of the agreement and noted that it had been ratified by vote of the bargaining unit on January 13, 2022. Her slide presentation regarding all three bargaining agreements was added to the packet materials for the meeting.

JEREMY CARTER moved, seconded by BRUCE MCDUGALL, to approve Resolution 3066 authorizing the signature and execution of a Collective Bargaining Agreement between the City of Anacortes and the Teamsters Union Local 231 for calendar year 2022. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, Amanda Hubik. Nays - None. Result: Passed

Resolution 3067: Collective Bargaining Agreement with Anacortes Police Services Guild Non Commissioned Employees

Administrative Services Director Emily Schuh presented Resolution 3067 for consideration and action. Ms. Schuh briefly reviewed the terms of the agreement and noted that it had been ratified by vote of the bargaining unit.

Amanda Hubik moved, seconded by JEREMY CARTER, to adopt Resolution 3067 establishing a collective bargaining agreement with the Anacortes Police Service Guild Non Commissioned Employees for the calendar

years 2022-2024. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, Amanda Hubik. Nays - None. Result: Passed

Resolution 3068: Collective Bargaining Agreement with International Association of Firefighters Local 1537

Administrative Services Director Emily Schuh presented Resolution 3068 for consideration and action. Ms. Schuh briefly reviewed the terms of the agreement and noted that it had been ratified by vote of the bargaining unit.

CHRISTINE CLELAND-MCGRATH moved, seconded by Amanda Hubik, to adopt Resolution 3068 establishing a collective bargaining agreement with the International Association of Fire Fighters Local 1537 for the calendar years 2022 - 2025. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, Amanda Hubik. Nays - None. Result: Passed

Resolution 3071: Legislative Priorities 2022

Ms. Schuh presented draft Resolution 3071 summarizing the city's legislative priorities for 2022. She solicited feedback from councilmembers. Councilmembers suggested shortening the General Principles statement and adding some detail to the Law Enforcement and Infrastructure Funding priorities, as well as formatting changes.

Ms. Schuh said she would revise the resolution accordingly and bring it back to Council for action on the Consent Agenda at the January 24, 2022 meeting.

Ms. Hubik advised that she is on staff for State Legislator Alex Ramel and so would be abstaining from endorsing any particular priority and from voting on the eventual resolution.

EXECUTIVE SESSION

Potential Litigation or Litigation per RCW 42.30.110(1)(i) (15 minutes)

Mayor Miller announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 (i) for approximately 15 minutes to discuss potential litigation or litigation. The mayor advised that the regular meeting would then adjourn with no action having been taken. Councilmembers Jeremy Carter, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik attended the executive session.

Adjournment

There being no further business, at approximately 7:30 p.m. the Anacortes City Council meeting of January 18, 2022 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 January 24, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297170	7/1/2021	74625462	GALE/CENGAGE LEARNING, INC	GALE ANNUAL SUBSCRIPTION DATABASES 7/1/21-6/30/22	\$ 134.20	publib
297510	9/30/2021	1989	SKAGIT COUNCIL OF GOVERNMENTS	STAFFING SERVICES FOR GROWTH MANAGEMENT ACT SUPPORT SK. COUNTY -JULY-SEPT 2021	\$ 1,059.92	plan
297150	12/7/2021	INV676651	WORLD TRADE PRESS	ATOZ WORLD TRAVEL 2022 SUBSCRIPTION	\$ 204.00	publib
297511	12/10/2021	000017092 - 11	H W LOCHNER, INC	R AVENUE LONG-TERM IMPROVEMENT PROJECT - ENGINEERING - 11/13/21-12/10/21	\$ 36,651.37	pw1
297513	12/16/2021	IN124494	CHARGEPOINT, INC.	ELECTRIC VEHICLE CHARGING STATIONS PURCHASE	\$ 27,866.25	pw1
297268	12/16/2021	56612291	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 39.04	publib
297271	12/16/2021	56612288	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 31.36	publib
297512	12/17/2021	1049339-1	FERGUSON ENTERPRISES, INC	WATER METER SAAS AGREEMENT - YEAR 1	\$ 40,320.96	dwtpt
297255	12/20/2021	56688783	INGRAM LIBRARY SERVICES, LLC	JUVENILE BOOK ORDER	\$ 9.82	publib
297274	12/20/2021	56688780	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 102.86	publib
297263	12/22/2021	56747580	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 18.89	publib
297272	12/22/2021	56747577	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 42.46	publib
297348	12/25/2021	12/25/2021	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 11/25-12/25/21	\$ 26.66	apd
297490	12/29/2021	12815331	HACH COMPANY	CL17 CHLORINE ANALYZER FOR DECHLOR	\$ 2,672.56	dwwtp
297264	12/30/2021	56880549	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 18.92	publib
297270	12/30/2021	56880546	INGRAM LIBRARY SERVICES, LLC	ADULT BOOK ORDER	\$ 8.89	publib
297469	12/30/2021	52314	ROBINSON BROTHERS	REMAINING TAX FOR INVOICE 52314	\$ 5.61	wdist
297482	12/31/2021	549	BOYS & GIRLS CLUBS	DEC - LUNCH PROGRAM SERVICE PROVISION	\$ 120.00	finance
297261	12/31/2021	68142023	LINDE GAS & EQUIPMENT INC.	CEMS GAS CYLINDER RENTAL	\$ 298.19	dwwtp
297506	12/31/2021	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 12/8/21-1/6/22	\$ 4,630.99	dwtpt
297478	12/31/2021	3334	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN 4TH QTR 2021	\$ 3,207.94	apd
297501	12/31/2021	0173	SKAGIT COUNTY SOLID WASTE FUND	DECEMBER TONNAGE HAULED	\$ 73,731.05	dshop
297516	12/31/2021	109563	VECA ELECTRIC & TECHNOLOGIES	ELECTRICAL AND GROUND BONDING FOR WATER ANTENNA FOR METER READING	\$ 2,963.77	pwfac
297519	12/31/2021	109542	VECA ELECTRIC & TECHNOLOGIES	ELECTRICAL REPAIR FOR I T & SENIOR CENTER	\$ 2,442.58	pwfac
297520	12/31/2021	109471A	VECA ELECTRIC & TECHNOLOGIES	FLAG POLE ELECTRICAL @ CITY HALL	\$ 1,764.54	pwfac
297335	1/1/2022	190-1840-00	CITY OF ANACORTES	WWTP UTILITY BILL 12/1-12/31/21	\$ 5,803.07	dwwtp
297508	1/1/2022	2045	SKAGIT COUNCIL OF GOVERNMENTS	SCOG DUES 2022	\$ 15,633.00	plan

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297141	1/4/2022	S011094557.003	NORTH COAST ELECTRIC COMPANY	WWTP SECURITY POSTURE SURVEY	\$ 3,699.20	dwwtp
297481	1/6/2022	9325020455	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CONNECTORS	\$ 4,261.42	fiber
297515	1/6/2022	720735-01	WESTERN EQUIPMENT, C/O TURFSTAR	SCREEN TOP #706	\$ 204.19	dshop
297509	1/7/2022	98052093	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,565.07	dwwtp
297165	1/7/2022	812-22869	GCR TIRES & SERVICES	TIRES VEH #515	\$ 522.76	dshop
297166	1/7/2022	812-22686	GCR TIRES & SERVICES	TIRES PARTS & LABOR #514	\$ 549.87	dshop
297159	1/7/2022	20220019	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING DEC 2021	\$ 3,270.16	finance
297250	1/9/2022	220022355618	PUGET SOUND ENERGY INC	TSUNAMI 500 T AVENUE 12/9/21-1/7/22	\$ 10.89	dwwtp
297333	1/10/2022	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 1/19-2/18/22	\$ 263.45	finance
297345	1/10/2022	INV707753	DAY WIRELESS SYSTEMS INC	RADIO COLLAR MICS FOR PATROL	\$ 802.94	apd
297164	1/10/2022	026P28537	DOBBS PETERBILT - MARYSVILLE	ARM WIPERS/BLADES #511	\$ 206.63	dshop
297514	1/10/2022	026P28427	DOBBS PETERBILT - MARYSVILLE	REMAN STARTER & CORE #514	\$ 2,165.39	dshop
297163	1/10/2022	11940	IRONCLAD COMPANY	SWEEPER BROOMS #304	\$ 2,547.93	dshop
297249	1/10/2022	300000300008	PUGET SOUND ENERGY INC	PUMP STATION 11/15-12/7/21	\$ 1,608.40	dwwtp
297332	1/11/2022	8498 30 017 0464628	COMCAST	WA PARK INTERNET 1/21-2/20/22	\$ 108.16	finance
297248	1/11/2022	1908672	MILES SAND & GRAVEL CO.	5/8" MINUS CRUSHED GRAVEL	\$ 212.16	dshop
297161	1/11/2022	247959	NAPA	BRAKE CLEANER	\$ 195.45	dshop
297162	1/11/2022	247908	NAPA	BRAKE ROTORS #128	\$ 196.92	dshop
297266	1/11/2022	247963	NAPA	LED LIGHT KIT #511	\$ 24.94	dshop
297477	1/12/2022	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 12/11-1/11/22	\$ 447.82	medic
297480	1/12/2022	WAANA139088	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 110.98	dwwtp
297265	1/12/2022	137837	FRONTIER FORD	SEAT VEH #102	\$ 57.01	dshop
297467	1/12/2022	IN1665002	MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR PARTS	\$ 154.95	medic
297472	1/12/2022	IN1665004	MUNICIPAL EMERGENCY SERVICES	FLOW TESTS ON 46 SCBAS	\$ 3,503.36	medic
297262	1/12/2022	248053	NAPA	REEL, HYDRAULIC HOSE FITTINGS #552	\$ 44.85	dshop
297459	1/12/2022	248006	NAPA	AUTO PARTS VEH 128	\$ 237.95	dshop
297253	1/12/2022	1607159	POLYDYNE, INC	CLARIFLOC POLYMER	\$ 3,753.60	dwwtp
297496	1/12/2022	1	S&P WIRELESS, LLC	CONSULTANTS FEES: PSE MT ERIE LEASE	\$ 2,070.83	pkrec
297492	1/12/2022	1st QTR JUDICIAL	SKAGIT COUNTY DISTRICT COURT	1ST QTR JUDICIAL SERVICES	\$ 19,237.75	court
297507	1/12/2022	49762255	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 4,749.11	dwwtp
297460	1/13/2022	7096670	CARDINAL HEALTH 110, INC.	PHARMA: ADRENALIN	\$ 349.73	medic
297466	1/13/2022	AN 872916	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 86.08	medic
297495	1/13/2022	1060917	FERGUSON ENTERPRISES, INC	5/8 SRII BLAC PLA BTM PLT	\$ 161.03	wdist
297498	1/13/2022	1062545	FERGUSON ENTERPRISES, INC	2 OMNI+ C2 100CF AMR 1FPL 15.25LL	\$ 1,770.92	wdist
297267	1/13/2022	248135	NAPA	VEH #009 IGNITION COIL, COPPER SPARK PLUG	\$ 54.60	dshop
297457	1/13/2022	105792738	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 1/1-1/31/2022	\$ 378.35	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
297349	1/13/2022	L146028	STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT 20-20	\$ 9,661.50	finance
297351	1/13/2022	114802	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 98.25	finance
297485	1/14/2022	06736	ANCHOR QEA, LLC	WTP DEMO MATTER NO. 96	\$ 12,891.99	legal
297489	1/14/2022	06737	ANCHOR QEA, LLC	WTP DEMO MATTER NO. 96	\$ 36,557.47	legal
297491	1/14/2022	06733	ANCHOR QEA, LLC	A AVENUE LANDFILL MATTER NO. 200	\$ 170.00	legal
297458	1/14/2022	Q205709	CORE & MAIN LP	6X4 SS TAP SLEEVE	\$ 682.70	wdist
297476	1/14/2022	WAANA139153	FASTENAL COMPANY	SAFETY GLASSES, BATTERIES, FIRE GLOVES,	\$ 218.11	medic
297474	1/14/2022	1167975	LIFE ASSIST, INC	EXAM GLOVES	\$ 816.00	medic
297464	1/14/2022	248356	NAPA	SUPER GLUE	\$ 4.98	dshop
297503	1/14/2022	847687	USA BLUE BOOK	LAB SUPPLIES	\$ 1,243.54	dwtpt
297479	1/17/2022	01/17/2022	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
297475	1/17/2022	1168491	LIFE ASSIST, INC	EXAM GLOVES	\$ 544.00	medic

Total **\$346,082.29**



City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 5.c.

Agenda Item Title: Resolution 3074: Waiving the Competitive Bidding Requirements for the Purchase of a ProLine H800 Rotary Mower

Staff Contact(s): FRED BUCKENMEYER

Approved for Submittal to Council by **Action Type**

TIFFANY MATSON

Resolution

TIFFANY MATSON

STEVE HOGLUND

DARCY SWETNAM

Item Summary: City staff seeks City Council approval of Resolution 3074 to waive the state competitive bidding requirements for the purchase a ProLine H800 Rotary Mower for use by the Parks and Recreation Department.

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 Parks and Recreation Department is in need of a reliable mower to maintain the City's parks and green spaces.
- The Parks and Recreation Department currently uses mower unit #709 which is a 15 year old mower and is 3 years past its lifecycle.
- A new H800 Toro mower has a minimum 12 months lead time and it is expected that there will be a 12-15% price increase in that timeframe with no price protection.
- Turf Star Western is selling a slightly used demo model with 53 engine hours on it, which comes with a full factory 2 year warranty, for a cost of \$41,477.06 including sales tax.
- Turf Star Western indicated that this deal was only available for a short period of time and would be sold to the first purchaser.
- The Public Works Operations Manager believes the price for this used ProLine H800 Rotary Mower is a highly favorable price and would be sold to another party before the City has the time to comply with formal bidding requirements.

- This mower will be paid for by ER replacement funds.

Budget Impact:

Bars #501.790.594.48.60

Previous Action: N/A

Recommended Motion: I move that Resolution 3074 be approved waiving the state competitive bidding requirements for the purchase of this ProLine H800 Rotary Mower for use by the City of Anacortes Parks and Recreation Department and authorizing sole source purchasing from Turf Star Western.

Alternative Actions: Not approve the resolution.

Attachments (listed in order presented):

1. Resolution 3074

RESOLUTION 3074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of a ProLine H800 Rotary Mower for the City's Parks and Recreation Department from Turf Star Western, and waiving the competitive bidding requirement due to a sole source purchase and 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 City of Anacortes Parks and Recreation Department is in need of a reliable mower to maintain the City's parks and green spaces; and

WHEREAS, the City of Anacortes Parks and Recreation Department currently uses mower unit #709 which is a 15 year old mower and is 3 years past its lifecycle; and

WHEREAS, a new H800 Toro mower has a minimum 12 months lead time and it is expected that there will be a 12-15% price increase in that timeframe with no price protection; and

WHEREAS, Turf Star Western is selling a slightly used demo model with 53 engine hours on it, which comes with a full factory 2 year warranty, for a cost of \$41,477.06 including sales tax; and

WHEREAS, Turf Star Western indicated that this deal was only available for a short period of time and would be sold to the first purchaser; and

WHEREAS, the Public Works Operations Manager believes the price for this used ProLine H800 Rotary Mower is a highly favorable price and would be sold to another party before the City has the time to comply with formal bidding requirements;

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 this used ProLine H800 Rotary Mower clearly limits the City of Anacortes to a single source of supply and 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 this used ProLine H800 Rotary Mower for use by the City of Anacortes Parks and Recreation Department and authorizes sole source purchasing from Turf Star Western.

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 24th day of January, 2022.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 5.d.

Agenda Item Title: Resolution 3071: Legislative Priorities 2022

Staff Contact(s): Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jennifer Tottenham	Resolution
MATT MILLER	

Item Summary: Each year the City Council adopts legislative priorities which provide a focused direction for City staff and the Mayor when speaking with legislators.

Budget Impact:

Previous Action: City Council reviewed draft priorities at the regular City Council meeting on [January 18, 2022](#).

Recommended Motion: I move to approve Resolution 3071 establishing Anacortes' Legislative Priorities for the 2022 Legislative Session.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3071- Legislative Priorities 2022
2. Legislative Priorities

RESOLUTION NO. 3071

**A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON,
APPROVING THE 2021 LEGISLATIVE PRIORITIES**

WHEREAS, during the 2022 Washington Legislative Session, the City Council desires to provide input to the Senators and Representatives who represent the City's constituents pertaining to the development of laws that will have a significant effect on the City's ability to provide a wide variety of services to its constituents; and

WHEREAS, the 2022 Legislative Priorities are the documents that set forth the City Council's policy position on broad public policy areas that are of concern to the City; and

WHEREAS, during the 2022 Legislative Session, proposed legislation in other areas of concern to the City will be monitored and reviewed with City Council when appropriate; and

WHEREAS, it is the intent of the City Council to take positions of support or opposition to proposed legislation impacting the City and to lobby the legislature based on these positions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

1. The City's 2022 Legislative Priorities attached hereto and incorporated herein are hereby approved.
2. By adopting the 2022 Legislative Priorities, City Council may support or oppose proposed legislation consistent with these positions and direct staff to lobby on their behalf.

PASSED AND ADOPTED this ____ day of January 2022.

CITY OF ANACORTES, WASHINGTON

By: _____
Matt Miller, Mayor

ATTEST:

By: _____
Steven D. Hoglund, City Clerk

APPROVED AS TO FORM:

By: _____
Darcy Swetnam, City Attorney



Address the unintended consequences, conflicting provisions, and ambiguities in the 2021 police reform laws to ensure law enforcement can provide essential services. Loosen the prohibitions on non-lethal ammunition and allow police to interact with people in mental health crisis.



Address deficiencies in infrastructure, programs, and the qualified work force necessary to support treatment of both mental health and substance abuse disorders. Skagit County has a shortage of both short and long-term treatment facilities, social workers, and programs. Anacortes needs responsive 24/7 access to countywide Designated Crisis Responders for involuntary treatment acts (ITA). Local and regional behavioral health providers are at or beyond capacity.



Support broadband expansion and reduce or eliminate the ability of incumbent private service providers to limit state grant funding for additional network growth. Currently, incumbent service providers can object to and prevent funding of public broadband projects in their operating areas. Find ways to alleviate these constraints on public broadband expansion, especially in circumstances where the service provider has a monopolistic presence in the market.



Provide flexible state and federal dollars through programs like the Public Works Assistance Account to help finance water and wastewater infrastructure. The City of Anacortes owns and operates a regional water plant which provides treated Skagit River water to Oak Harbor, NAS Whidbey Island, La Conner, Shelter Bay, the Swinomish Indian Tribal Community, the Samish Indian Nation, Skagit Public Utility District #1, and Marathon and HollyFrontier refineries.



Allow Transportation Benefit Districts to continue use of TBD sales tax beyond the current statutory time limits. The TBD funding mechanism is critical for Anacortes as a sustainable funding source for ongoing pavement maintenance.

Adopt a new Transportation for All package that supports systems that reduce pollution, improves multimodal choices like biking, walking and public transit to increase access for everyone.

Anacortes is specifically seeking funding to improve the 23 blocks of South Commercial Avenue (part of State Highway 20), our primary commercial and retail corridor connecting downtown, waterfront, and the State Ferry Terminal, which is in need of significant repair.

General Provisions: Protect Shared State Revenue Sources – Support Long-term Sustainability – Support Partnership Between City and State
Legislative Priorities Adopted by Council Resolution No. 3071



City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 6.a.

Agenda Item Title: Resolution 3069: Authorizing Surplus of Copper Tubing

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Resolution

Item Summary: RCW 35.94.040 Requires that a public hearing be held if property originally purchased for utility purposes is no longer needed and the city desires to declare surplus and sell the property.

The Water Utility has copper tubing available for surplus as the Utility no longer uses copper tubing, as it has transitioned to Rehau Municipex, but there are a number of local water utilities that continue to use copper.

Copper tubing is currently a victim of the supply chain issue and the lead time for procurement is estimated at 4 months. The cost for copper tubing has therefore increased over historical norms as well.

The Water utility has 780 feet of 3/4 inch tubing which is estimated to be worth \$7 per foot at this time, and 1020 feet of 1 inch tubing estimated to be worth \$9 per foot, putting the total market value at an estimated value of the total tubing to be surplussed at \$14,460.

The biggest advantage of surplussing at this time may be the aid to other utilities in need of material.

Once surplussed the Division manager will reach out to the several local water utilities still using copper and procure quotes.

Budget Impact:
\$14,460 to the good

Previous Action: NA

Recommended Motion: I move to approve Resolution 3069 to surplus copper tubing

Alternative Actions: Do not approve

Attachments (listed in order presented):

1. Resolution 3069
2. Notice of public hearing

RESOLUTION NO. 3069

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES
AUTHORIZING THE SURPLUS OF COPPER TUBING ORIGINALLY OBTAINED BY
THE WATER UTILITY**

WHEREAS, The Anacortes Water Utility has in its inventory 780 feet of $\frac{3}{4}$ inch copper tubing and 1020 feet of 1 inch tubing that was originally obtained to support the expansion and maintenance of water transmission and / or distribution service laterals; and

WHEREAS, This material is no longer needed because the Anacortes Water Utility has fully migrated to Reau Municipex; and

WHEREAS, There are a number of municipal water utilities that still use copper tubing and these materials are currently difficult to obtain so there is increased demand for this type of material; and

WHEREAS, The surplus and sale of this material will help another water utility while generating revenue for the Anacortes Water Utility;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the $\frac{3}{4}$ inch and 1 inch tubing described above currently held in inventory be declared surplus and sold.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 24th day of January, 2022.**

MATTHEW C. MILLER, MAYOR

Approved as to form:

Attest:

Darcy Swetnam, WSBA #40530
City Attorney

Steven D. Hoglund, City Clerk Treasurer



NOTICE OF PUBLIC HEARING
On Proposed Surplussing of Copper Tubing
City of Anacortes

Consistent with RCW 35.94.040 notice is hereby given that a public hearing for the proposed action of surplussing copper tubing by the City of Anacortes Water Utility will be held on Monday January 24th, 2022 at 6:00 PM at the Municipal Building Council Chambers at 904 6th Street.

The public may also watch, listen to, or participate in the meeting live by visiting <https://us02web.zoom.us/j/89255646791> or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.

Citizens attending the hearing have the right to provide written and oral comments and ask questions concerning the budget.

Citizens attending the hearing have the right to provide written and oral comments and ask questions.

Steven D. Hoglund, City Clerk

Publish January 12th and January 19th 2022, in the *Anacortes American*.



City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 7.a.

Agenda Item Title: 2021 Year End Finance Update

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Presentation

Item Summary: The City's financial picture is strong as of fiscal year end 2021. There was a planned use of cash in REET and Impact fees to support projects that were approved in the CFP and annual budget. There was a \$4.5M draw on the City's line of credit with Savi Bank to support continued buildout of the Fiber backbone. All other funds and revenue streams are within budgeted expectations.

Budget Impact:
NA

Previous Action: NA

Recommended Motion: NA

Alternative Actions: NA

Attachments (listed in order presented):
1. 2021 Year End Finance Update

Year End Finance Update

2021 Items of Note

ARP grant
for 1.3M



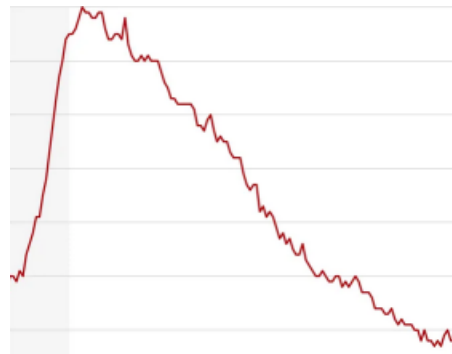
Sales tax continued
to grow from online
retail platforms



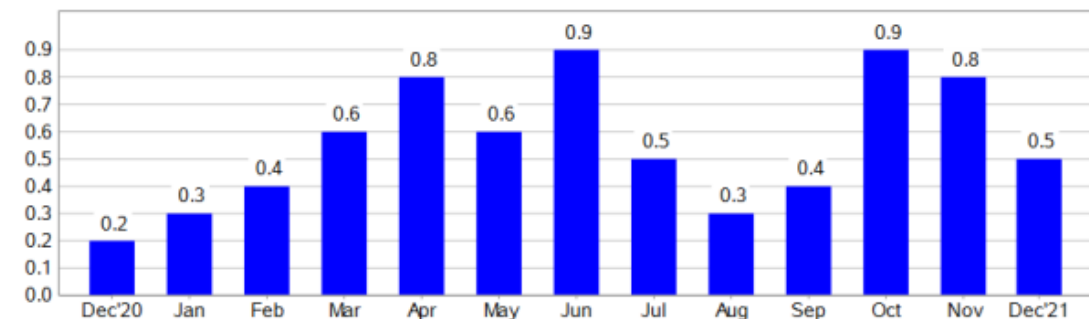
Construction and
real estate sales
continued to grow



Unemployment rate
from 6.3% in January to
3.9% in December 2021



Inflation rose to 7% for
the 12 month period
ending December 2021



Year End Finance Update

Early 2021 continued the way 2020 ended:

Growing sales tax revenues, led by online retail sales platforms.

Building related activities remained strong, helping keep sales tax revenues strong.

Real estate values and sales stayed up generating strong Real Estate Excise Tax (REET).

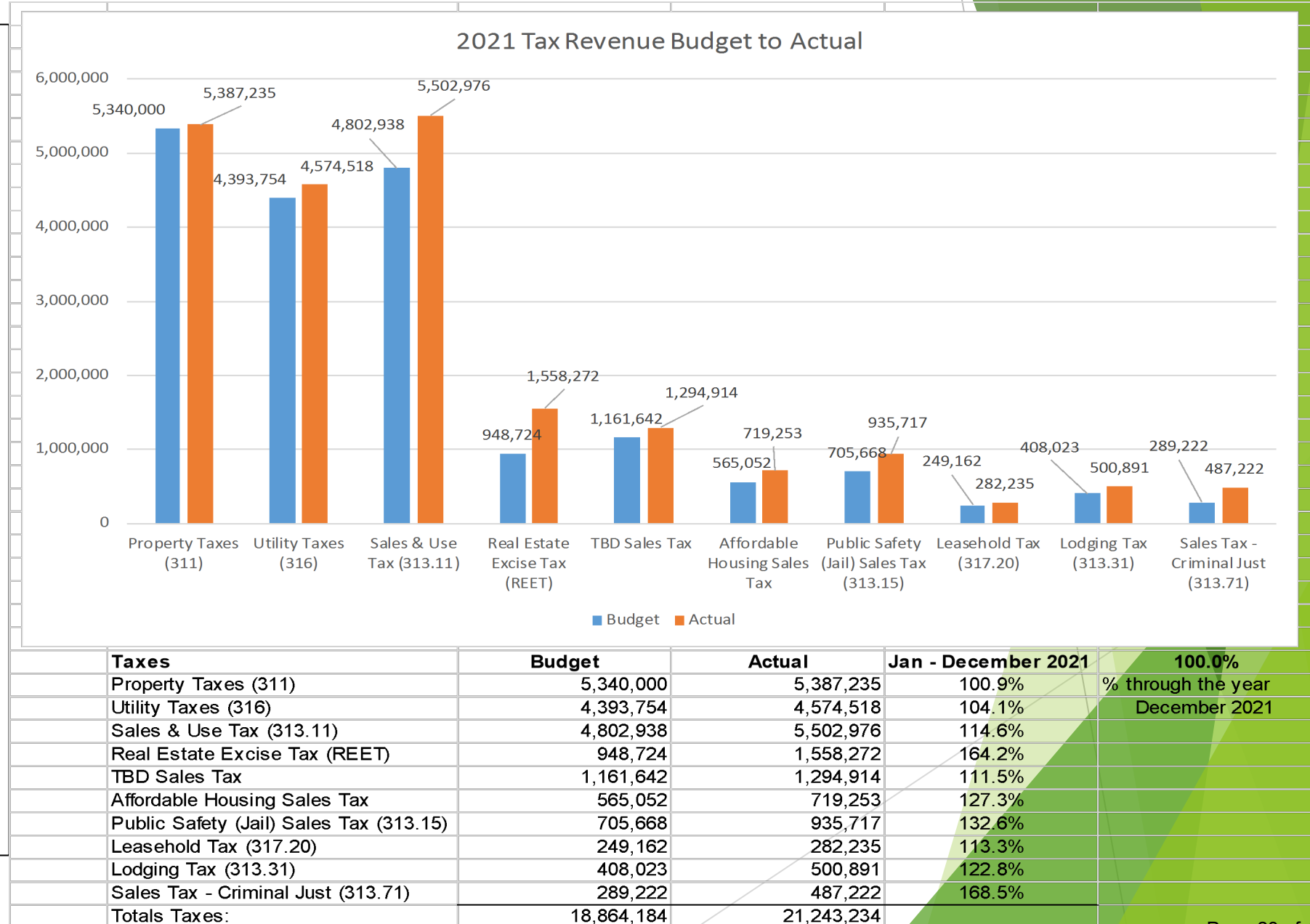
Private Utility tax continues to be flat.

Year End Finance Update

Major General Revenues:

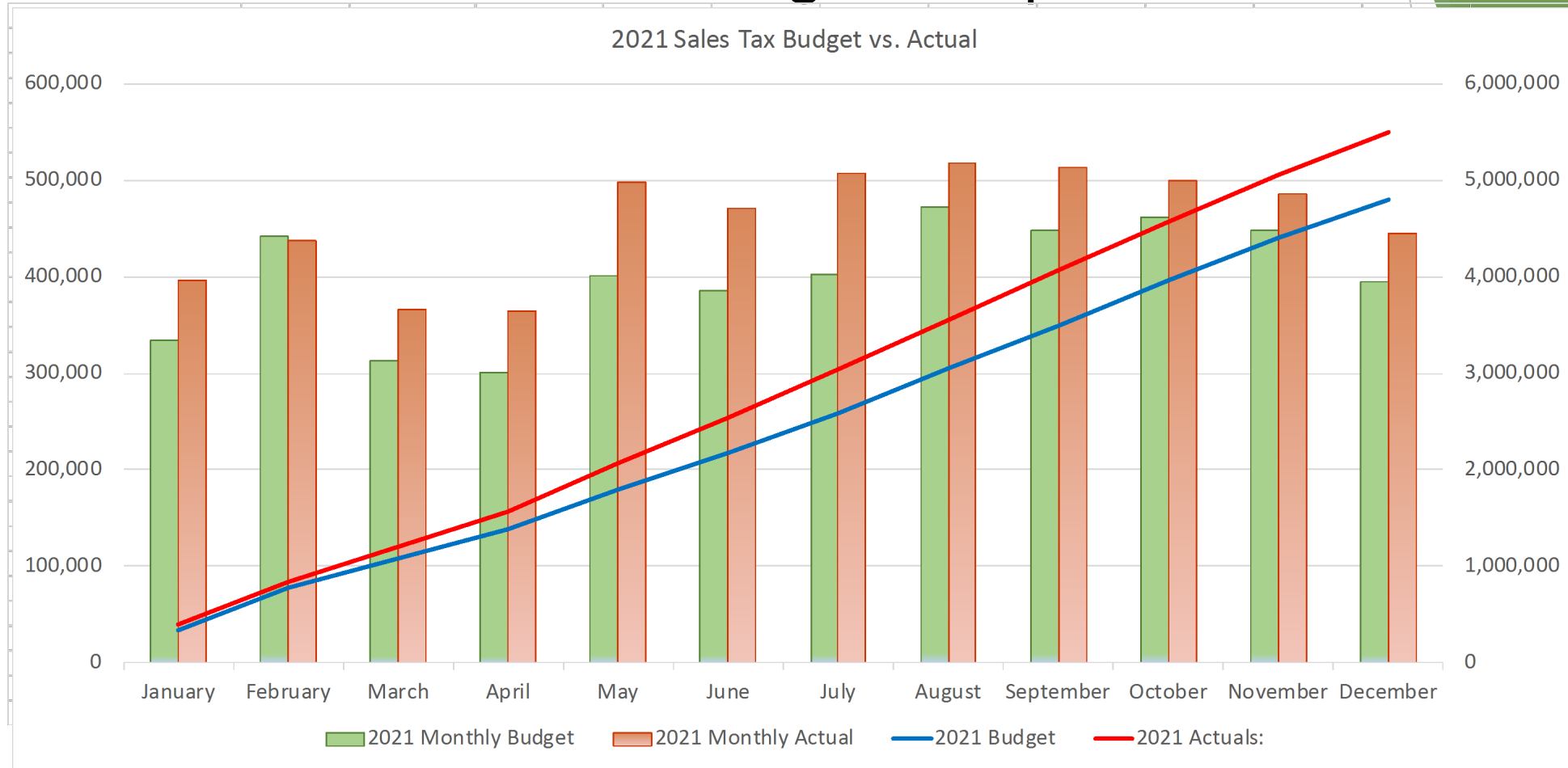
When viewed in total at year end, the City's major tax revenue streams slightly exceeded expectations.

- Note some of the revenues listed are restricted, and not available for General use, including: REET, Affordable Housing, Public Safety, and Lodging Tax.



Year End Finance Update

Sales Tax: Continued to exceed budgeted expectations



	January	February	March	April	May	June	July	August	September	October	November	December
2021 Budget	333,868	776,148	1,088,493	1,389,754	1,789,956	2,175,185	2,578,121	3,049,854	3,498,491	3,960,273	4,407,999	4,802,938
2021 Actuals:	396,463	833,609	1,199,073	1,563,803	2,061,924	2,533,432	3,040,819	3,558,857	4,071,995	4,572,005	5,058,647	5,502,976
Year to budget %:	18.7%	7.4%	10.2%	12.5%	15.2%	16.5%	17.9%	16.7%	16.4%	15.4%	14.8%	14.6%
2021 Monthly Budget	333,868	442,280	312,344	301,261	400,202	385,229	402,936	471,732	448,637	461,782	447,725	394,939
2021 Monthly Actual	396,463	437,146	365,464	364,730	498,122	471,508	507,387	518,037	513,138	500,010	486,642	444,329
2020 monthly	400,099	423,337	346,823	307,729	335,461	275,574	391,368	439,209	447,841	477,759	510,712	431,157

Year End Finance Update

Sales Tax Top 10 market segments in 2021:

Row Labels	2021
All Other Miscellaneous Store Retailers	436,899
Car Dealers	386,273
Boat Dealers	326,917
New Single-Family Housing Construction	268,759
Full-Service Restaurants	170,754
Supermarkets and Other Grocery Stores	162,874
Limited-Service Restaurants	137,350
Other Personal and Household Goods Repair and Mai	107,276
Hardware Stores	103,251
Telemarketing Bureaus and Other Contact Centers	102,407

The number 1 producer: All Other Misc, includes online shopping platforms.

Year End Finance Update

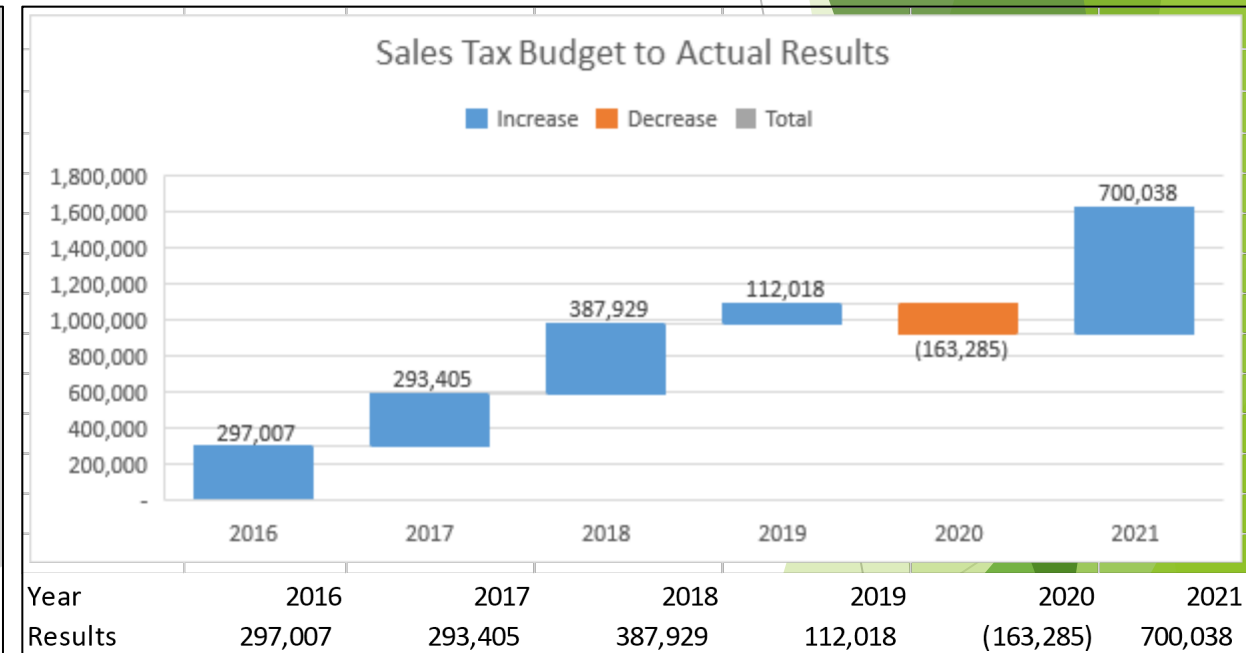
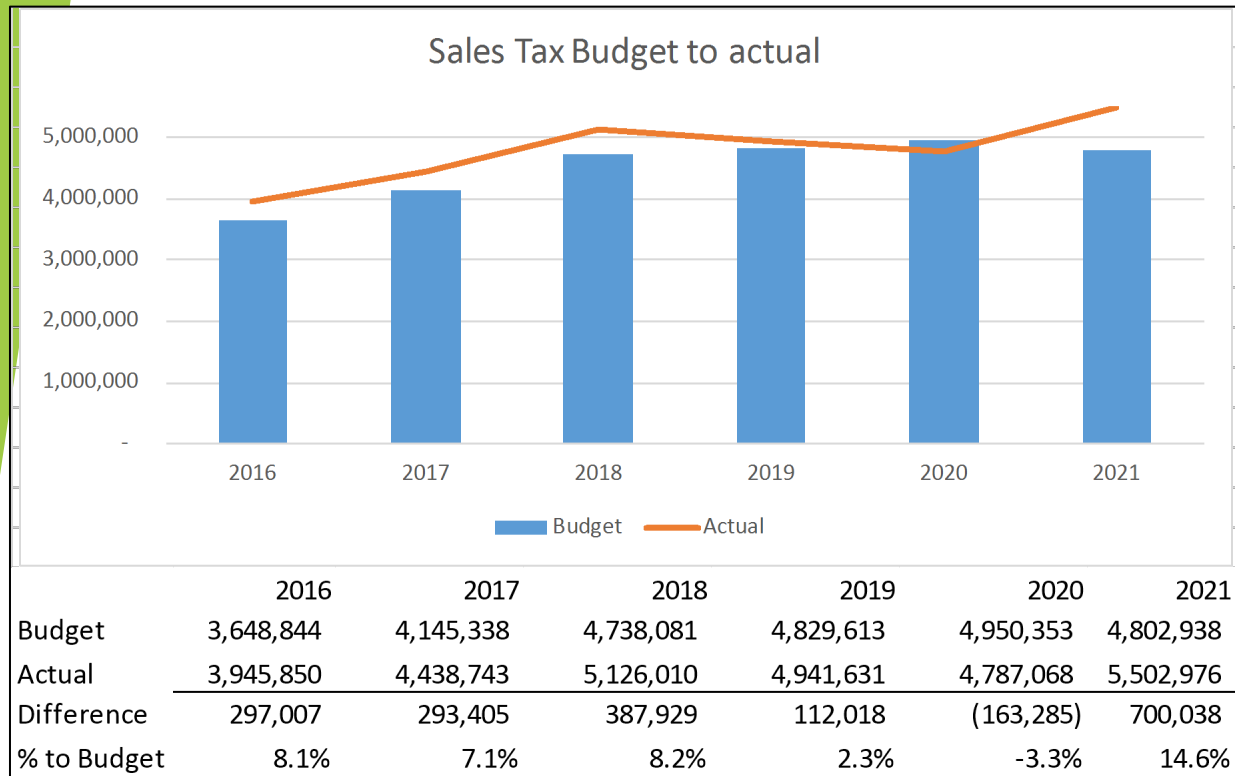
Sales Tax Top 5 Retail Sectors

Top Economic Sectors - 2021				
Construction (including subs)	Hospitality	E-Platforms	Vehicles	Boats
1,021,978	526,513	436,899	386,273	326,917

Row Labels	2021	2020
All Other Miscellaneous Store Retailers	436,899	313,359
Car Dealers	386,273	309,062
Boat Dealers	326,917	266,329
New Single-Family Housing Construction	268,759	240,183
Full-Service Restaurants	170,754	129,685

Year End Finance Update

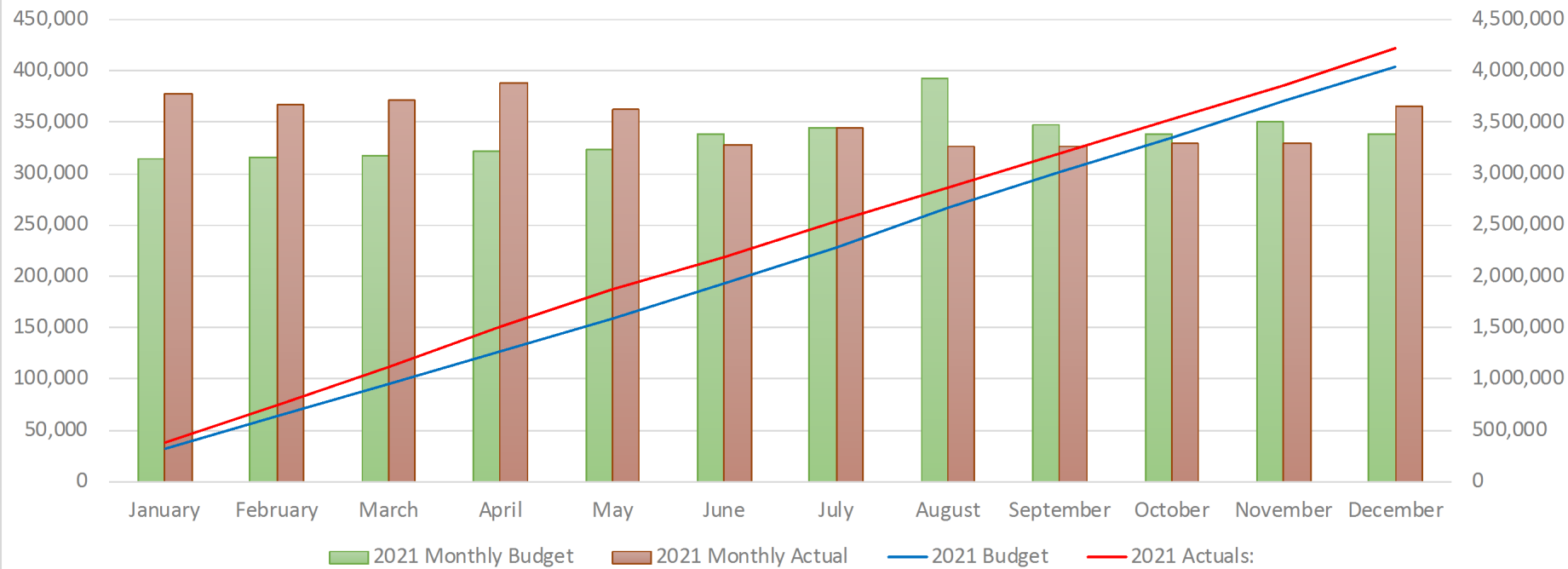
Sales Tax: We are generally conservative in our sales tax forecasting, but Sales Tax growth has exceeded expectations.



Year End Finance Update

Utility Tax (UT) on private utilities flat, growing less than 1%. Public UT growth of 7.8% driving overall UT growth of 4.3%.

Utility Tax Receipts
Budget vs. Actual



Private UT has been dropping year over year for several years; however 2021 actuals are up 1.7% over 2020.

Public UT 2021 actuals are 5.9% over PY.

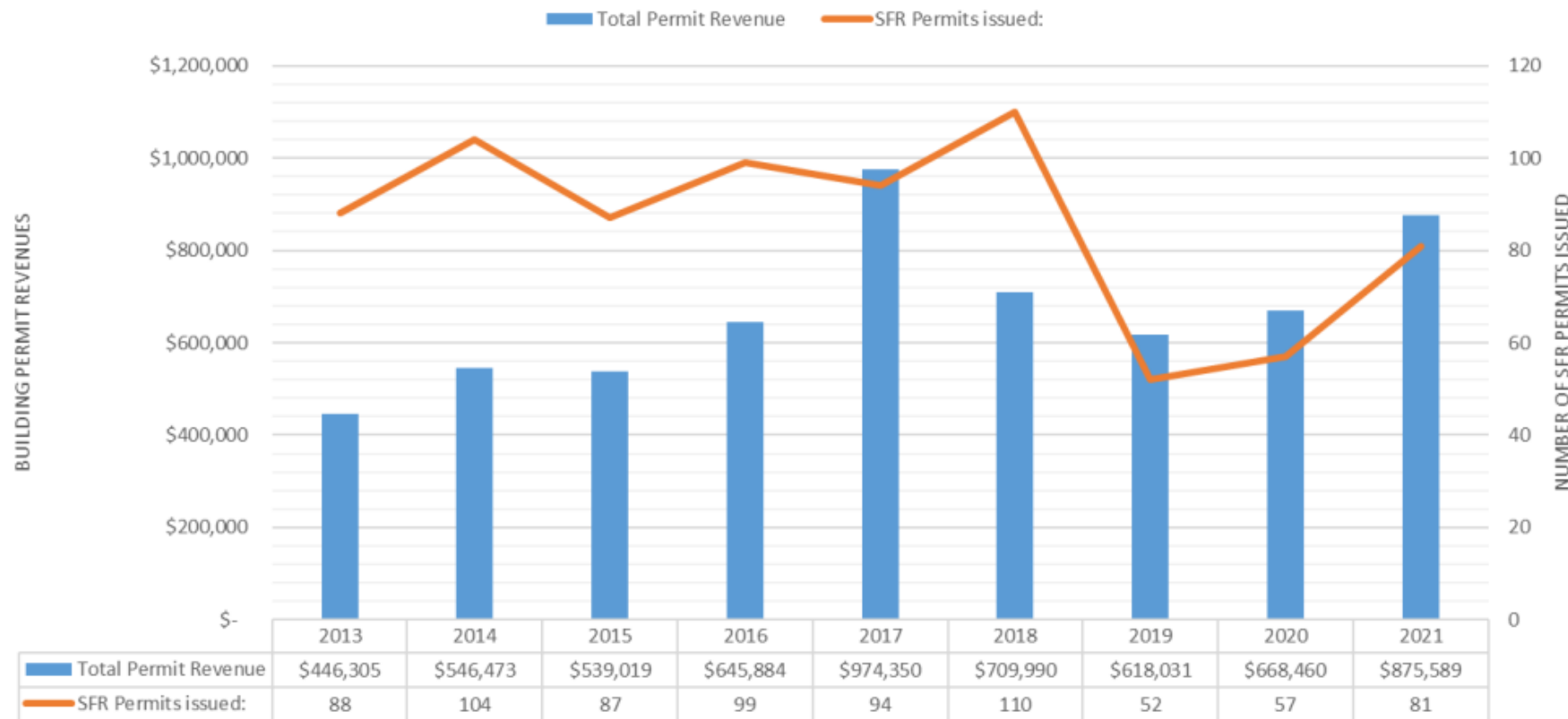
Overall UT exceeds budget by 7.8%.

	January	February	March	April	May	June	July	August	September	October	November	December
2021 Budget	314,816	631,282	948,350	1,270,842	1,594,661	1,932,905	2,277,478	2,670,273	3,017,501	3,356,768	3,707,584	4,046,544
2021 Actuals:	377,678	745,122	1,117,323	1,505,588	1,868,535	2,196,301	2,541,404	2,868,676	3,195,328	3,524,661	3,855,014	4,220,106
2021 Monthly Budget	314,816	316,466	317,068	322,492	323,818	338,245	344,573	392,795	347,228	339,267	350,816	338,960
2021 Monthly Actual	377,678	367,444	372,201	388,265	362,947	327,766	345,102	327,272	326,652	329,333	330,353	365,092
2020 Total:	368,352	383,373	354,568	366,958	348,173	307,871	316,117	320,410	308,226	324,136	307,092	358,984

Year End Finance Update

Building Permits

Building Permit Revenue and Number of SFR Permits Issued



Building activity continues to be strong.

Number of permits is below average, revenues is above average.

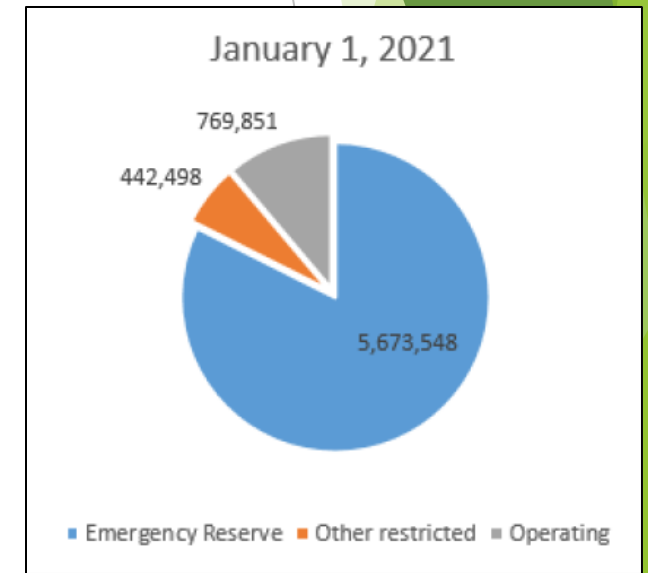
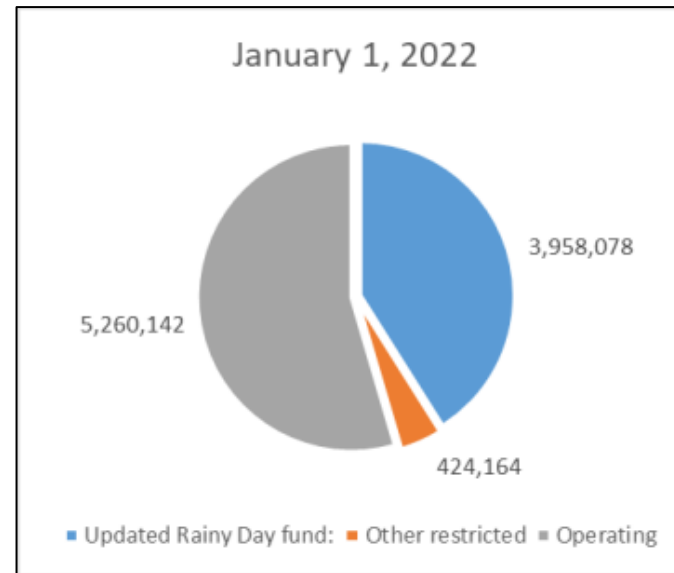
The 9 year average SFR permits issued is 86, and average revenues in the same period is 669,345.

Year End Finance Update

Emergency Reserves:

		FY 2021
Fund Name	Fund #	Expenditures
General Fund	001	16,677,994
Parks and Rec	101	1,780,855
Cemetery	102	203,648
Library	103	1,418,597
EMS	110	3,201,716
		23,282,810
		17% 3,958,078
Balance 12/31/2021		5,673,733
Required Adjustment		1,715,655
Updated Rainy Day fund:		3,958,078
Other restricted		424,164
Operating		5,260,142
Total General Fund Cash		9,642,384

Ordinance 4003 establishes the City's fund balance policy. It directs that an amount equal to 17% of the year's operating expenditures from the funds: 001, 101, 102, 103, and 110 be set aside in the General Fund for the Rainy Day Fund.



Year End Finance Update

Budget to Actual (Expenditure Budget)

Fund Name	Fund #	Adopted Budget	Adjusted	Actual Expenditures	Under / (Over) Budget
General	001	19,571,726	22,982,392	21,996,194	986,198
Parks	101	2,027,757	2,147,397	1,780,855	366,541
Cemetery	102	229,537	229,537	203,648	25,889
Library	103	1,493,393	1,493,393	1,418,597	74,796
Road Maint	104	2,963,901	3,531,561	3,343,752	187,809
Road Const	105	1,732,744	1,857,404	1,045,443	811,961
TBD	106	1,130,103			
Wa Park	107	273,439	303,439	268,926	34,512
Parks Const	108	700,000	1,426,500	1,087,250	339,250
Aff House	109	565,052	565,052	921,707	(356,656)
EMS	110	3,926,301	4,180,412	4,221,483	(41,071)
Impact Fees	112	575,000	669,000	357,924	311,076
ACFL	113	54,899	69,899	60,513	9,386
Forest Endow	114				
Lodging Tax	135	413,988	413,988	376,399	37,589
REET	335	2,132,500	3,238,000	2,855,061	382,939
Water	401	20,975,693	21,471,696	14,140,436	7,331,260
Sewer	440	7,566,472	8,863,725	8,117,545	746,181
Storm	445	1,659,421	2,284,740	1,935,887	348,853
Solid Waste	450	4,744,561	4,744,561	5,039,180	(294,619)
ERR	501	2,636,980	2,636,980	1,826,436	810,544

The few funds below have an amendment that will clean up the overbudget condition.

Overall the City is in good shape from a Fund budget and fiscal condition standpoint.

Year End Finance Update

Revenues vs. Expenditure Actuals

Fund #	Fund Name	Revenues	Expenditures	Made/(Lost)
001	General	24,030,476	21,996,194	2,034,282
101	Parks	2,150,905	1,780,855	370,049
102	Cemetery	255,067	203,648	51,419
103	Library	1,520,192	1,418,597	101,595
104	Road Maint	3,429,414	3,343,752	85,661
105	Road Const	930,271	1,045,443	(115,172)
106	TBD		-	0
107	Wa Park	340,561	268,926	71,635
108	Parks Const	894,386	1,087,250	(192,864)
109	Aff House	626,985	921,707	(294,723)
110	EMS	4,348,290	4,221,483	126,807
112	Impact Fees	523,099	357,924	165,175
113	ACFL	124,693	60,513	64,179
114	Forest Endow			
135	Lodging Tax	470,334	376,399	93,935
335	REET	1,567,439	2,855,061	(1,287,622)
401	Water	21,711,498	14,140,436	7,571,062
440	Sewer	8,487,092	8,117,545	369,547
445	Storm	1,963,519	1,935,887	27,632
450	Solid Waste	4,888,328	5,039,180	(150,852)
501	ERR	2,162,506	1,826,436	336,070

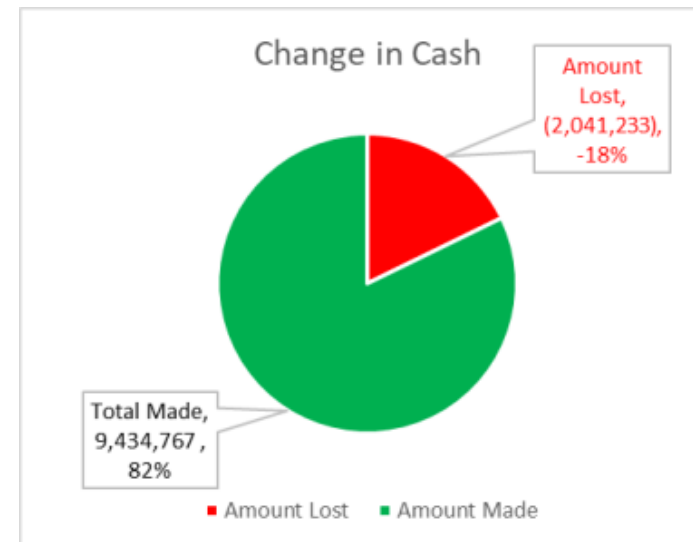
These results are preliminary, all year end reconciliations are not complete, but they shouldn't change materially.

General fund not included as accruals from both prior and current year materially affect the total.

The Funds using cash (i.e. where the "Made/(Lost)" column is negative) were all planned with the exception of Solid Waste. Part of the Solid Waste cash use was from unexpected legal costs related to A avenue.

Cash use in funds 105, 108, and 335 were all related to capital. Fund 109 is pass through for Affordable Housing.

All funds have healthy cash reserves.





City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 7.b.

Agenda Item Title: Ordinance 4010: Amending the 2021 Budget

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Ordinance

Item Summary: There are 4 funds that require budget attention to avoid overspending budget authority. All are general housekeeping items and not material to the financial condition of the funds. The affordable housing fund, lodging tax fund, EMS fund, and Solid Waste fund all have budget items that are over budget, but none of the items are material to the fund itself, and all of the funds are in sound fiscal condition. The explanation for each of the adjustments is contained within the recital section of the amending ordinance.

Budget Impact:
\$1,129,200

Previous Action: Ordinance [3078](#), Ordinance [2926](#), Ordinance [2967](#), Ordinance [3093](#), Ordinance 4005

Recommended Motion: I move to approve Ordinance 4010 amending the 2021 budget.

Alternative Actions: N/A

Attachments (listed in order presented):

1. Ordinance 4010

ORDINANCE 4010

AN ORDINANCE AMENDING ORDINANCE NO. 3078 ADOPTED ON DECEMBER 21, 2020, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2021"

WHEREAS, Ordinance 3078 was adopted on December 21, 2020 that established the annual budget for fiscal year 2021, and

WHEREAS, There were Lodging Tax applications mid year for additional downtown parklets, Electric Vehicle charging stations, and a Chamber of Commerce outdoor Christmas Tree that were reviewed and approved by Council mid year that were not incorporated into the budget at the time of application that should now be included in the approved budget, and

WHEREAS, The 1/10th of 1% Affordable Housing Sales Tax was approved by Anacortes Voters in 2020, and those sales tax revenues have been stronger than anticipated at the time of budget development, and this revenue stream was established before the City had an agreement in place with the Anacortes Housing Authority for the use of those funds, and revenues receipted in 2020 were carried over into the 2021 budget year until such time that the City had Housing Authority has an agreement in place and the City then transferred all of those carried over funds to the Housing Authority which caused the fund to exceed budget authority, and

WHEREAS, The Fire and EMS departments share the same staff as the City runs a Fire based EMS system, and during the 2021 budget year a portion of the Fire staffing was shifted to the EMS fund with the installation of the Community Paramedic but the budget was not adjusted to reflect that shift, and there was also increased demand for EMS services in the City over the prior year which increased the number of Ambulance calls and correspondingly increased the amount of overtime required to run the department, and

WHEREAS, The Solid Waste department saw an increase in demand for Solid Waste services due to the increase in commercial and residential building and other building related activities in the City causing more waste to be generated, as well as an under estimation of solid waste utility expenses, as well as more legal costs related to the A avenue landfill than was anticipated at the time of budget development has put fund in an over budget position.

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

Section 1. Ordinance No. 3078 dated December 21, 2020 adopting the Budget for all Municipal purposes and Uses for the fiscal year 2021 is hereby amended to reflect the aforementioned revisions to expenditures and revenues in the following areas:

BARS #	Description	Expense (DR)	Revenue (CR)
135.240.557.30.41	Lodging tax services	69,200	
135.240.313.31.00	Lodging tax revenue		69,200
109.000.313.27.00	Affordable Housing sales tax	360,000	
109.000.551.00.41	EFT to AFC and AHA		360,000

110.320.522.70.12	EMS Overtime	100,000	
110.320.342.60.00	Ambulance billing		100,000
450.780.537.20.47	Utility Services	500,000	
450.780.537.10.41	Professional Services	100,000	
450.780.343.70.00	Solid Waste Services		600,000

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 24th day of January, 2022.

CITY OF ANACORTES, WASHINGTON

BY: _____
Matt Miller, Mayor

ATTEST:

(Corporate Seal)

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetnam, WSBA #40530
City Attorney



City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 7.c.

Agenda Item Title: Resolution 3073: Updated Planning Fees for Unified Fee Schedule

Staff Contact(s): STEVE HOGLUND

Approved for Submittal to Council by **Action Type**

PHILIP STEFFEN

Resolution

STEVE HOGLUND

Item Summary: Planning has updated the planning fees and modified some fees. The crosswalk explains the changes. As an administrative task, the cemetery fees are also added to the UFS. No changes in rates for cemetery fees.

Budget Impact:

None

Previous Action: None

Recommended Motion: I move to adopt Resolution 3073 as presented.

Alternative Actions: Do not adopt, request alternative rates.

Attachments (listed in order presented):

1. Resolution 3073
2. UFS 2-14-2022
3. UFS crosswalk PCED fees

RESOLUTION NO. 3073

**A RESOLUTION UPDATING THE UNIFIED FEE SCHEDULE FOR THE PLANNING,
COMMUNITY, AND ECONOMIC DEVELOPMENT DEPARTMENT**

WHEREAS, the PCED Department is in the process of changing the permit software system used internally. With the software upgrades, staff has created and reformatted the permit types to ease in the transition between the current software and the proposed; and

WHEREAS, to reflect the changes in permit types, the PCED fee schedule has been reformatted with some fees changing in order to be simpler to apply; and

WHEREAS, PCED would like to implement the revisions and updates to the UFS; and

WHEREAS, as an administrative task, the Unified Fee Schedule will include Cemetery fees not previously published in the UFS but published otherwise;

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

Section 1.

The Unified Fee Schedule currently in effect will be updated to include the proposed PCED fee schedule, effective February 14, 2022. The UFS is attached as Attachment A.

PASSED and APPROVED on this 7th day of February, 2022.

AYES_____

NAYS_____

ABSENT_____

CITY OF ANACORTES:

BY: _____
MATTHEW MILLER, MAYOR

ATTEST:

APPROVED AS TO FORM:

Steven D. Hoglund
City Clerk Treasurer

Darcy J. Swetnam, WSBA # 40530
City Attorney



Unified Fee Schedule

As adopted by:

Resolution 3073 February 7th, 2022

Effective February 14th, 2022

Index:

General

Fiber

Water

Sewer

Solid Waste

Storm

Impact Fees

Engineering & Development Fees

Planning, Community & Economic Development Department

Parks Fees

General Provisions applicable to all City fees and charges

Unless otherwise noted

	Rates Effective 1/1/2022	
City ACH Autopay and Paperless Billing Discount	\$	2.00
This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.		
Credit Card Fee		1.50%
Fee is applied to the total purchase if using a credit card. This is less than the average cost to accept this payment type.		
Service Fee	\$	75.00
Charged to all accounts and services if unpaid after 'shut-off' deadline.		
Service Charge Reduction for Low-Income Residential Customers		
Available for Water, Sewer, Solid Waste, Storm, and Fiber service charges.		
See AMC 13.44.020 for more details.		
NSF Fees for Utility Billing		
First offense	\$	25.00
Each additional offense, rate is increased by \$25		
For example, the third offense is \$75		

For all rate purposes:

“Single-family residence” is defined as a building containing one kitchen, designed and/or used to house not more than one family, including all necessary employees of such family, such building having a single sewer service connection. Manufactured homes occupying a separate lot and providing permanent housing with a separate sewer connected shall be classified as a single-family residence.

“Multiple-family residence” is defined as a building or a group of buildings housing two or more families, living independently of each other, a family being defined as one or more persons living as a single housekeeping unit or household with sewer service being provided through not more than one sewer connection.

FIBER

Fiber internet service will be billed monthly.

For customers who own the property where internet service is provided, internet will be billed on the same bill as other utilities provided at the same address. Customers who do not own the property at which service is provided will be billed on a separate bill.

City of Anacortes Fiber Internet

Service	Long Term	Monthly Add On for			
	Contract Required	Monthly Service	Optional City Managed WiFi	Installation Charge*	
Residential, 100 Mbps	No	\$ 39	\$	10	\$ 100
Residential, 1 Gbps	No	\$ 69	\$	10	\$ 100
Business, 100 Mbps	Yes	\$ 89	\$	10	\$ 100
Business, 1 Gbps	Yes	\$ 149	\$	10	\$ 100

*Includes applicable sales tax.

Static IP addresses

IPv6	No Charge
IPv4, 1 usable address	\$ 9
IPv4, 5 usable addresses	\$ 20
IPv4, more than 5 usable addresses to be negotiated on an individual case basis	

Service Suspension \$20 per month Available to residential customers or business class customers who have fulfilled their 12 month contract
Service suspension must be a minimum of 60 days

Customer-Caused Service Call The charges will apply to configuring customer-owned equipment and repairing customer-caused damage to city-owned equipment.
\$50 per hour During regular City work hours
\$75 per hour Outside of regular City work hours

Services Yet To Be Priced

Dedicated Internet Access
Ethernet circuits (point-to-point, point-to-multipoint)
Dark fiber

WATER

Regular water rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2020-October 2021

6.536%

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the water utility.

Water Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

8

Rates Effective 1/1/2022

Residential	Commercial	Multi-Family
\$ 22.89	\$ 34.38	\$ 25.58
\$ 38.24	\$ 57.40	\$ 42.72
\$ 76.24	\$ 114.47	\$ 85.19
\$ 122.04	\$ 183.23	\$ 136.36
	\$ 366.46	\$ 272.72
	\$ 572.73	\$ 426.23
	\$ 1,145.80	\$ 852.71
	\$ 1,833.34	\$ 1,364.39
Residential	Commercial	Multi-Family
\$ 0.02542	\$ 0.03819	\$ 0.02848
\$ 0.00340	\$ 0.00510	\$ 0.00381

Monthly Consumption Charge

All consumption per cubic foot (CF)

All consumption per gallon*

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

~Base rates and consumption rates are subject to a 50% surcharge for out of City limits service

Water General Facilities Charges~

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

GFC In-City
\$ 8,885
\$ 22,213
\$ 44,426
\$ 71,082
\$ 142,163
\$ 222,130

~ Outside City Limits rate is 1.5x the In-City rate.

Water Agriculture Irrigation

Agriculture Meter (double check)
Agriculture Consumption Rate

Rates Effective 1/1/2022

\$	448.04	
\$	2,565	Per Million Gallons

Water Additional Fees

Meter Installation Fee, up to 1"
Meter Installation Fee deposit, greater than 1"
Standpipe Water Charges
Construction Meter Charges
 Flat fee up to 60 days, up to 1000CF, billed at standpipe rate after CF cap.
Water service fee*
After hours additional water service fee*
City ACH Autopay and Paperless Billing Discount*
 This does not include autopay thru Paymentus or a bank bill pay service. Only direct debit from a checking or savings account setup thru the City directly.

\$	1,156.82	
\$	1,185.70	towards install cost
\$	0.04233	Per Cubic Foot
\$	65.23	
\$	75.00	
\$	75.00	
\$	2.00	

*Not subject to CPI adjustments

ALL RATES ARE SUBJECT TO CHANGE BASED ON CITY COUNCIL DECISIONS

SEWER

Regular sewer rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2020-October 2021

6.536%

2022 rates implemented based on Sewer rate study completed in 2019. See study for more details.

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the sewer utility.

Sewer Residential and Commercial Charges

Monthly Fixed Charge

Meter Size (Inches)

5/8 × ¾ & ¾

1

1½

2

3

4

6

*Rates Effective 1/1/2022

Residential	Commercial	Multi-Family
\$ 43.14	\$ 60.83	\$ 60.83
\$ 60.42	\$ 85.20	\$ 85.20
\$ 75.05	\$ 110.69	\$ 110.69
	\$ 176.47	\$ 176.47
	\$ 669.39	\$ 669.39
	\$ 851.96	\$ 851.96
	\$ 1,277.95	\$ 1,277.95

Monthly Consumption Charge

SIC 1 consumption per cubic foot

SIC 1 consumption per gallon*

SIC 2 consumption per cubic foot

SIC 2 consumption per gallon*

SIC 3 consumption per cubic foot

SIC 3 consumption per gallon*

SIC 4 consumption per cubic foot

SIC 4 consumption per gallon*

SIC 4: BOD per pound

SIC 4: TSS per pound

Residential	Commercial	Multi-Family
\$ 0.03404	\$ 0.04787	\$ 0.04787
\$ 0.00455	\$ 0.00640	\$ 0.00640
	\$ 0.05979	
	\$ 0.00799	
	\$ 0.11637	
	\$ 0.01556	
	\$ 0.01894	
	\$ 0.00253	
	\$ 2.25944	
	\$ 1.37863	

***Rates Effective 1/1/2022**

*Utility meters and billing system operate using cubic feet, some rounding may occur when reviewing billed amounts in gallon format.

Direct Discharge Rates

Yearly Discharge Card	\$	62.16
Per Gallon Fee		
Waste Generated on Fidalgo Island	\$	0.1243
Waste Generated off Fidalgo Island	\$	0.1492

Sewer General Facilities Charges

Per ERU, see code for details

Table 13.08.020 ERU DETERMINATION ALTERNATIVE

TYPE OF BUILDING AND SEWER USE**ERUs**

GFC In-City
\$ 9,942

1. Single-family residence	1 each per unit	\$	9,942
2. Multiple-family residence	0.8 per dwelling unit	\$	7,953
3. Manufactured home space in manufactured home park (common building at additional commercial rate and laundry areas at laundry rate)	0.65 per space	\$	6,462
4. Recreational vehicle waste dumping station	0.65 per station	\$	6,462
5. Schools	0.030 per student capacity	\$	298
6. Churches (school uses at additional per student capacity rate)	0.64 per 100 seats	\$	6,363
7. Hospitals—General	1 per bed	\$	9,942
8. Convalescent hospitals	0.5 per bed	\$	4,971
9. Residential care/boarding facilities	0.25 per bed	\$	2,485
10. Hotels and motels (additional charges for restaurant or tavern at restaurant or tavern rate, laundry areas at laundry rates, and meeting room areas with fixtures at commercial rate)	0.25 per room or motel unit	\$	2,485
11. Food preparation and/or serving areas	0.15 per 100 sq feet	\$	1,491
12. Vehicle wash			
Self-service vehicle wash	1.17 per bay	\$	11,632
Full-service vehicle wash	15.66 per bay	\$	155,688

		*Rates Effective 1/1/2022	
All other vehicle washes		See Wet industrial, 13.08.020F.15.	
13. Laundries and Laundromats		0.3 per 100 sq feet	\$ 2,983
Industrial laundries		See Wet industrial, 13.08.020F.15.	
14. Commercial, office and dry industrial		Charge for each plumbing fixture to be installed	
Bath tub w/ or w/o shower		0.130	\$ 1,292
Dental unit or cuspidor		0.100	\$ 994
Dishwasher		0.100	\$ 994
Disposal		0.100	\$ 994
Drinking fountain		0.050	\$ 497
Floor drain		0.013	\$ 129
Fountain/backwash		0.100	\$ 994
Kitchen sink		0.080	\$ 795
Laundry tray		0.080	\$ 795
Lavatory		0.050	\$ 497
Service sink		0.080	\$ 795
Shower (each head)		0.130	\$ 1,292
Swimming pool/backwash		0.100	\$ 994
Urinal		0.170	\$ 1,690
Urinal trough (for each 2-foot section)		0.170	\$ 1,690
Wash sink (for each set of faucets)		0.080	\$ 795
Washing machine		0.070	\$ 696
Water closet		0.330	\$ 3,281
In case of a remodel in types 5—13 which results in no increase in the units on which the charge for a new building is calculated, the ERU for the remodel will be calculated on the basis of the fixtures added using the amounts in Item 14.			
15. Wet industrial		To be determined on an individual basis by the city	
16. Undefined building		To be determined on an individual basis by the city and sewer use	
17. Additional loading or change of use		Determined on basis of new use for entire facility less credit for former use; no refunds if new use is less than former use	

SOLID WASTE

Regular solid waste rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2020-October 2021

6.536%

These rates do not include the State Refuse Tax of 3.6%

The amount billed includes a fee or tax up to 12% calculated on the gross revenue of the solid waste utility.

Rates effective 1/1/2022

Solid Waste Residential Rates, includes structures with more than one living unit

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote	32, 64, 96 gallon	n/a	n/a	\$15.28	\$15.28
Recyclables Tote	32, 64, 96 gallon	1	n/a	\$12.51	\$12.51
Refuse Tote	21 gallon	1	1 per dwelling unit	\$10.01	n/a
Refuse Tote	32 gallon	n/a	3	\$18.61	\$18.61

Solid Waste Commercial Rates

Contents	Tote Sizes	Minimum # of Totes	Maximum # of Totes	Monthly Rate	Additional Totes
Organics Tote - Restaurants only	96 gallon	n/a	n/a	\$21.59	\$21.59
Recyclables Tote	n/a	n/a	n/a	n/a	n/a
Refuse Tote	21 gallon	n/a	1	\$10.01	n/a
Refuse Tote	32 gallon	n/a	5	\$18.61	\$18.61
Refuse Tote	96 gallon	n/a	3	\$51.53	\$51.53

Recycling Container Rates - Residential

Container Size	Monthly Rate	Extra Collections
1 Cubic Yard	\$34.74	\$20.85
2 Cubic Yard	\$62.54	\$27.79
3 Cubic Yard	\$97.28	\$34.74
6 Cubic Yard	\$125.06	\$41.69
8 Cubic Yard	\$180.65	\$55.59

Refuse Drop Box Rental Rates PERMANENT - Commercial

Container Size	Monthly Rate, for rented box only	Delivery Fee	Tonnage Fee Per Ton*	Haul Fee Compactor Box	Haul Fee Non Compactor Box
10 Cubic Yard	\$143.13	\$107.35	At Cost plus \$1.00/ton	\$264.80	\$236.17
30 Cubic Yard	\$143.13	\$107.35	At Cost plus \$1.00/ton	\$264.80	\$236.17

Rates effective 1/1/2022

Refuse Drop Box Rental Rates TEMPORARY - Prepayment Required

Container Size	Delivery, Removal & 7 Days	Haul Fee Non Compactor Box	Tonnage Fee Per Ton*	Daily Rate, Starting 8th Day	Pre-Pay amount, includes all tax
10 Cubic Yard	\$386.46	\$236.17	At Cost plus \$1.00/ton	\$21.47	\$400.37
30 Cubic Yard	\$386.46	\$236.17	At Cost plus \$1.00/ton	\$21.47	\$400.37

Refuse Container Rates PERMANENT - Commercial

Container Size	Monthly Rate	Extra Collections
1.5 Cubic Yard	\$135.98	\$35.78
2 Cubic Yard	\$164.60	\$42.94
3 Cubic Yard	\$236.17	\$57.25
6 Cubic Yard	\$465.19	\$121.66
8 Cubic Yard	\$622.63	\$157.45

Refuse Container Rates TEMPORARY - Prepayment required

Container Size	Delivery, Removal & 7 Days	Daily Rate, Starting 8th Day	Extra Collections	Pre-Pay amount, includes tax
1.5 Cubic Yard	\$135.98	\$4.29	\$78.72	\$140.87
2 Cubic Yard	\$157.45	\$5.73	\$93.04	\$163.12
3 Cubic Yard	\$186.07	\$7.87	\$114.51	\$192.77
6 Cubic Yard	\$264.80	\$14.31	\$186.07	\$274.33
8 Cubic Yard	\$322.05	\$21.47	\$236.17	\$333.65

Solid Waste Additional Fees

Description	Per Unit
Additional Organics Dump	\$6.95
City Garbage Bags	\$5.72
City Garbage Bags - Retail Outlet Price	\$5.37
Non-Refrigerated Appliance	\$35.78
Organics Tote Cleaning Fee	\$13.90
Refrigerated Appliance	\$50.10
Refuse Overtime Call-Out, Per Hour	\$76.43
Replacement Tote Due To Negligence	At Cost plus \$11.34
Special Haul Per Cubic Yard	\$50.10
Refuse Return Trip	\$34.74
Organics Return Trip	\$10.88
Recycling Return Trip	\$10.88

STORM

Effective 1/1/2018 until 12/31/2022, the monthly fixed rate charge for storm residential and commercial charges will not be subject to CPI adjustments. Rate changes are as indicated below.

Regular storm rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2020-October 2021 6.536%

The amount billed includes a fee or tax up to 7% calculated on the gross revenue of the storm utility.

	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Storm Residential and Commercial Charges		
Monthly Fixed Charge		
Single Family Residential (flat fee)	\$ 12.37	\$ 13.44
Commercial per ERU per Month	\$ 12.37	\$ 13.44
One ERU is 3,600 square feet of impervious area		

Effective 1/1/2019 until 12/31/2022 HM and LM1 zones rate reduction will decrease by 5% per year. Effective 1/1/2023 until 12/31/2028 this rate reduction will decrease by 10% per year. Effective 1/1/2029 all storm charges for properties located in the HM or LM1 zones will be charged the current charges without any reductions. The minimum billed will be 100% of 1 ERU.

Monthly Fixed Charge (HM and LM1 Zones)	Rates Effective 1/1/2021	Rates Effective 1/1/2022
% of current rate	25%	30%
Single Family Residential (flat fee)	\$ 3.09	\$ 4.03
Commercial per ERU per Month	\$ 3.09	\$ 4.03

Monthly Fixed Charge (HM and LM1 Zones)	Rates Effective 1/1/2023	Rates Effective 1/1/2024	Rates Effective 1/1/2025	Rates Effective 1/1/2026	Rates Effective 1/1/2027	Rates Effective 1/1/2028
% of current rate	40%	50%	60%	70%	80%	90%

Storm General Facilities Charges

Type; Residential and Commercial	Rates Effective 1/1/2021	Rates Effective 1/1/2022
Per ERU, minimum of 1 ERU	\$ 1,747	\$ 1,801
Including Tax		

Explanation of Charges

Single-Family Properties: Residential properties are charged a flat rate per month, and are considered 1 ERU.

This rate was set based on aerial photo surveys which show that the average amount of impervious surface on a single-family parcel in Anacortes is approximately 3,600 square feet.

Commercial and Multi-Family Properties: Commercial properties are assessed a charge based on the actual amount of impervious surface area they contain (buildings, parking lots, etc.)(minimum of 1 ERU).

One ERU is equal to 3,600 square feet (ft²) of impervious surface.

Commercial Storm Water Fee = # ERU x Commercial per ERU per Month fee

Sample Calculation

A property has 10,000 ft² of impervious surface (parking lots, walkways, rooftops, etc.), so the storm water fee would be:

10,000 ft² / 3,600 ft² = 2.78 ERU

2.78 ERU X \$12.37 per month per ERU = \$34.38 per month

IMPACT FEES

Unless otherwise determined, regular impact fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2020-October 2021 6.536%

Parks Fire and Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Engineering News Record Construction Index (CCI), October 2020-October 2021 8.017%

Park Impact Fee Rate Schedule

Rates Effective 1/1/2022			Park Impact Fee adopted via Ord. 3085 <i>Rate Basis: Park & Recreation Impact Fee Study/Report dated 1/28/2021</i> <i>Park impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.</i>
Land Uses	Unit of Measure	Rate	
Single family	Dwelling	\$1,471.70	
Multi-family, per dwelling unit	Dwelling	\$1,060.33	
Commerical, Retail	Per 1,000 sq. ft.	\$1,237.86	
Commerical, Industrial	Per 1,000 sq. ft.	\$618.94	
Commerical, Services	Per 1,000 sq. ft.	\$1,904.41	
Commerical, Gov/Edu	Per 1,000 sq. ft.	\$1,904.41	

Fire Impact Fee Rate Schedule

Rates Effective

1/1/2022

Land Uses	Unit of Measure	Rate
Residential		
Single family	Dwelling	\$503.67
	EMS Portion	\$392.86
	Fire Portion	\$110.81
Multi-family, per dwelling unit	Dwelling	\$426.85
Commercial		
Commercial 1		
Land uses (NAICS)		
Wholesale/retail trade (42, 44-45)	Per 1,000 sq. ft.	\$1,445.37
Warehousing (49)		
Information (51)		
Finance & Insurance (52)		
Real Estate and Rental & Leasing (53)		
Professional, Scientific, & Technical Services (54)		
Food Services & Drinking Places (722)		
Commercial 2		
Land uses (NAICS)		

Fire Impact fees updated via Ord 3030

Rate Basis: Fire Impact Fee Study/Report dated 12/5/18

Per study, 22% is for Fire and 78% is for EMS.

Fire Portion is waived for Single Family Residence with Sprinkler System

Fire impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase.

Manufacturing (31-33)	Per 1,000 sq. ft.	\$11.90
Commercial 3		
<i>Land uses (NAICS)</i>		
Transportation (48)	Per 1,000 sq. ft.	\$2,423.50
Health Care and Social Assistance (62)		
Arts, Recreation & Entertainment (71)		
Accommodation (721)		
Religious Organizations (8131)		
Commercial 4		
<i>Land uses (NAICS)</i>		
Educational Services (61)	Per 1,000 sq. ft.	\$459.25
Public Administration (92)		

Transportation Impact Fee Rate Schedule

Rates Effective		1/1/2022	Transportation Impact fee rate adopted via Ord. 3011 <i>Rate Basis: 2016 Comprehensive Plan Transportation Element</i>
Land Uses	Unit of Measure*	Rate	
Cost per New P.M. Trip Generated		\$3,043.58	
Residential			Notes: 1. Transportation impact fee rates are increased annually by the treasurer using the Engineering News Record Construction Index (CCI) as a basis for the increase. 2. P.M. peak hour trips are determined by using the latest version of the ITE Trip Generation Manual published by the Institute of Transportation Engineers (ITE) for the land use(s) that are the subject of the permit. PM peak hour is the sixty minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of a transportation improvement project. Other trip generation rate sources approved by the City may be used where ITE data are based on a limited survey base or where there may be special trip generating characteristics of the proposal. 3. If the land use does not fit into any of the categories specified in the land use table in the ITE Trip Generation Manual, the City Engineer may use the most directly comparable type of land use. Review Fee for independent fee calculation: \$500 + additional staff time spent in the review and cost of consultant services if the City deems these services to be necessary.
Single family (detached)	Dwelling	\$ 3,043.58	
Duplex or Cottage	Dwelling	\$ 1,887.02	
Apartment (rental, low/med/high rise)	Dwelling	\$ 1,765.28	
Low-Rise Apartment (rental, 1-2 levels)	Dwelling	\$ 1,187.00	
Mid-Rise Apartment (rental, 3-10 levels)	Dwelling	\$ 1,065.25	
High-rise (rental, more than 10 levels)	Dwelling	\$ 1,582.66	
Residential condominium/townhouse (ownership units) with at least 1 other owned unit in structure)	Dwelling	\$ 2,373.99	
Low-rise res. condo/townhome	Dwelling	\$ 1,156.56	
High-Rise Residential Condo/Townhome	Dwelling	\$ 1,795.71	
Mobile Home	Dwelling	\$ -	
Commercial - Services			
Bank (drive-in)	sq. ft. / GFA	\$ 73.96	
Day Care	sq. ft. / GFA	\$ 37.07	
Hotel/Motel	room	\$ 1,826.15	
Gasoline/Service Station	fueling position	\$ 42,214.46	
Gasoline/Service Station w/ Convenience Mart	fueling position	\$ 41,118.77	
Quick Lubrication Vehicle Stop	servicing position	\$ 15,796.18	
Marina	berth	\$ 578.28	

Institutional		
Elementary School	student	\$ 456.54
Middle School	student	\$ 486.97
High School	student	\$ 395.67
Church	sq. ft. / GFA	\$ 1.67
Hospital	sq. ft. / GFA	\$ 2.83
Assisted Living, Nursing Home, Group Home	bed	\$ 882.64

Transportation Impact Fee Rate Schedule

Land Uses	Unit of Measure*	Rate
Industrial		
Light Industry/Manufacturing/Industrial Park	sq. ft. / GFA	\$ 2.95
Warehousing/Storage	sq. ft. / GFA	\$ 0.97
Mini Warehouse	sq. ft. / GFA	\$ 0.79
Restaurant		
Restaurant	sq. ft. / GFA	\$ 22.80
Fast Food Restaurant (w/ drivethrough)	sq. ft. / GFA	\$ 99.37
Coffee/Donut Shop with Drive-Through Window	sq. ft. / GFA	\$ 130.27
Coffee/Donut Shop without Drive-Through Window	sq. ft. / GFA	\$ 124.03
Commercial - Retail		
Specialty Retail Center (small strip shopping center)	sq. ft. / GFA	\$ 8.25
Apparel Store	sq. ft. / GFA	\$ 11.66
Automobile Sales	sq. ft. / GFA	\$ 7.97
Auto Parts Sales	sq. ft. / GFA	\$ 18.20
Supermarket	sq. ft. / GFA	\$ 28.85
Convenience Market (open 24 hrs)	sq. ft. / GFA	\$ 159.51
Furniture Store	sq. ft. / GFA	\$ 1.37
Nursery/Garden Center	sq. ft. / GFA	\$ 21.12
Pharmacy/Drugstore (w/ drivethrough)	sq. ft. / GFA	\$ 30.16
Hardware/Building Materials Store	sq. ft. / GFA	\$ 13.67
Discount Merchandise Store (Free Standing)	sq. ft. / GFA	\$ 15.16
Commercial - Office		
General office building (multiple tenants)	sq. ft. / GFA	\$ 4.53
Single tenant office building	sq. ft. / GFA	\$ 5.30
Medical/Dental Office Building	sq. ft. / GFA	\$ 10.87

*For uses with a standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

Engineering and development fees

Unless otherwise determined, regular engineering and development fees are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October.

Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U), October 2020-October 2021

6.536%

Originally Adopted by ordinance 2266

Rates Effective 1/1/2022

Application for encroachment agreement	\$ 111.10			
Application for utility extension	\$ 111.10			
Application for street improvement waiver	\$ 111.10			
Application for curb cut permit	\$ 55.55			
Application for street cut/R.O.W. permit				
Inside traveled way	\$ 55.55			
Outside traveled way	\$ 22.22			
Engineering plan reviews	0.5% approved engineering estimate for all public works improvements			
Construction inspection	\$ 555.52	plus		
	1.5% approved engineering estimate for all public works improvements, with a reduction of up to 50% of the percentage fee approvable by the director of engineering and development services when he/she finds that the developer provides on-site construction inspection and construction engineering through private consultants to the same standard as that of the city			
Reinspection fees for curb cuts, street cuts and sewer connections	additional one-half of the original permit fee			
Sewer inspection fee	\$ 55.55			
Monitoring clearing and grading permitted activity	\$ 111.10	plus	\$ 27.78	per acre

Planning, Community, & Economic Development Department

Land Use Application Fees - Updated Effective 2/14/2022

Permit Type		Fee	Notes
PLN	Administrative Permits Interpretations, determinations, departures	\$120	<i>Min. 1 hour</i>
PLN	Appeals Decisions, Administrative Orders, SEPA Determinations	\$200	<i>If appeal is won, City will reimburse appeal fee</i>
LPS	Annexation	\$1,870	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
BLA	Boundary Line Adjustment	\$240	
	Comprehensive Plan Amendment		
CPA	Amendment Petition Submittal	\$960	
	If Docketed	\$1,870	<i>Must be paid within 14 days of Ord. setting docket</i>
	Conditional Use Permit		
	Administrative	\$850	
	Quasi-Judicial	\$1,870	
CUP	Essential Public Facility	\$1,570	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
	Wireless Facility	\$1,330	<i>Plus \$120 per facility <u>and</u> actual cost of HE, including \$1,000 pre-payment</i>
	Critical Areas		
CAX	Letter of Exemption	\$120	
CAP	Permitted Alteration	\$1,090	
CAV	Reasonable Use/Variance	\$1,630 plus HE fees	
BLD	Demolition Permit	\$60	
PLN	Development Agreement	\$1,570	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
BLD	Fence Permit	\$15	
FLD	Floodplain Development Permit	\$120	
PLN	Framework Development Plan	\$1,570	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
HMO	Home Occupation Permit	\$150	

Planning, Community, & Economic Development Department

Land Use Application Fees - Updated Effective 2/14/2022

Permit Type		Fee	Notes
Land Divisions - Preliminary			
SPL	Short Plat (up to 9 lots)	\$1,090	
LPS	Long Plat (over 9 lots)	\$1,870	
Binding Site Plan:			
BSP	Less than 10 lots	\$1,090	
	10+ lots	\$1,870	
Unit Lot Subdivision			
ULS	Less than 10 lots	\$360 + \$1,090	Type 1 site plan review + short plat
	10+ lots	\$1,090 + \$1,870	Type 2 site plan review + short plat
SPL	Short Subdivision Amendment/Modification	\$1,090	
LPS	Long Plat Amendment/Modificaiton	\$1,870	
Land Divisions - Final			<i>Final fees added on to original permit application</i>
Short Plat (up to 9 lots)			
	with site improvements	\$480	
	without site improvements	\$240	
	Long Plat (over 9 lots)	\$600	
Binding Site Plan:			
	with site improvements	\$480	
	without site improvements	\$240	
Unit Lot Subdivision			
	Less than 10 lots	\$360	
	10+ lots	\$600	
	Short Subdivision Amendment/Modification	\$240	
	Long Plat Amendment/Modificaiton	\$600	
Pre-Application Meeting			
PRE	General Information	\$0	
	Pre-submittal	\$240	<i>Fee credited to formal application fee, if submitted within 6 months</i>

Planning, Community, & Economic Development Department

Land Use Application Fees - Updated Effective 2/14/2022

Permit Type		Fee	Notes
REZ	Rezone	\$1,870	
	Site specific/authorized by Comp. Plan		
SEPA Review			
SEPA	Threshold Determination	\$480	<i>May be added to parent permit fees</i>
	EIS	Actual cost of prep	
Shoreline Permits			
SLX	Letter of Exemption	\$240	
Shoreline Substantial Development Permit			
SDP	Type 3	\$1,630	
	Type 4	\$1,870	
SCUP	Shoreline CUP	\$300	<i>Plus parent SDP fees</i>
SLV	Shoreline Variance	\$300	<i>Plus parent SDP fees</i>
Site Plan Review			
SPR	Type 1 - <u>Less than</u> : 10 dwelling units, 12,000 sq. ft. of nonresidential gross floor area, or 20,000 sq. ft. of nonresidential site improvements	\$360	<i>May be added to building permit fees</i>
	Type 2 - <u>More than</u> : 10 dwelling units, 12,000 sq. ft. of nonresidential gross floor area, or 20,000 sq. ft. of nonresidential site improvements	\$1,090	
PLN	Stormwater Management Manual Adjustments & Exceptions	\$1,090	
ROW	Vacation of Right-of-Way	\$480	<i>Plus actual cost of appraisal</i>
Variance			
VAR	Level 1	\$730	
	Level 2	\$1,330	<i>Plus actual cost of HE, including \$1000 pre-payment</i>
Wireless Service Facilities			
WSF	Wireless Service Facility Permit	\$240	<i>Per facility</i>
	Eligible Facility Determination	\$120	

Planning, Community, & Economic Development Department

Land Use Application Fees - Updated Effective 2/14/2022

Permit Type	Fee	Notes
Master ROW Use Agreement	\$1,500	
Other Planning Review		
Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	\$60/hour	Min. 1 hour
Planning review for activities not specifically listed above, as determined by director	\$60/hour	Min. 1 hour
Other Fees		
Consultant/3rd Party Review Fees	Actual Cost	
Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost	
Other Fees - Added to Parent Permit		
Minor Permit Revision	\$300	
Major Permit Revision	Cost of new application	
ADU Review	\$120	
Permit Time Extension	\$120	
Stormwater Review	\$150 per lot for subdivisions or \$0.08/sq. ft. of new or replaced hard surface	For more than 2 reviews, billed at hourly rate
Critical area report review/confirmation	\$120	New add-on fee
SFR or duplex site plan review	\$60	
Sign Permit Review	\$60	
Transportation Concurrreny Review		
Consultant Review	Actual Cost	100% consultant cost
Staff Review	\$60/hour	Min. 1 Hour

Parks Fees

Various Parks and Cemetery Fees

Washington Park

Rates effective 1/1/2022

Washington Park Rates Adopted by Resolution 3026

Utility Non-Resident	\$	31
Utility - Resident	\$	23
Non-Utility - Non Resident	\$	25
Non-Utility - Resident	\$	21
Boat Lot Daily Non-Resident	\$	11
Boat Lot Daily - Resident	\$	8
Boat Lot Annual Non-Resident	\$	220
Boat Lot Annual Resident	\$	147
Group Camp	\$	110
Group Picnic Weekdays	\$	52
Group Picnic Weekends	\$	74
Hiker/Biker	\$	13
Lot B Overflow Parking	\$	9
Bundle of Wood	\$	6

Regular parks rates are indexed annually by the treasurer to reflect one hundred percent of any change from the Consumer Price Index for Seattle-Tacoma-Bellevue-All Urban Wage Earners (CPI-U) for the previous October. Rates are rounded to the nearest dollar.

Cemetery

Rates effective 1/1/2022

All fees at Grand View Cemetery shall be adjusted each year based on the Consumer Price Index - West Region All Items (CUUR0400SA0) as published by the U.S. Department of Labor- Bureau of Labor Statistics. They will be adjusted on March 1st of each year based on the previous years CPI change.

PROPERTY

Grave site	\$	717
15% endowment care	\$	107
Total Grave Site	\$	814
Grave Site (Youth)	\$	321
15% endowment care	\$	49
Total Grave Site	\$	370
Grave Site (Cremation)	\$	535
15% endowment care	\$	81
Total Grave Site	\$	616
Mausoleum - Eco Niches/Single only	Catalog Price	
Mausoleum - Simplicity Niches	Catalog Price	
Extended Property Use	\$	213
Extended Niche Use	\$	213

SERVICES

Opening & Closing - Regular	\$	535
Opening & Closing - Vault	\$	682
Opening & Closing- Ground inurnment/No Service	\$	142
Opening & Closing - Ground inurnment/Service	\$	249
Opening & Closing- Eco or Simplicity Niches	\$	71
Opening & Closing - Youth	\$	286
Opening and Closing - Crypt/includes name plate and vase	\$	641
Disinterment - Removal from Cemetery		
Standard	\$	1,284
Youth	\$	785
Cremated remains	\$	178
Relocation - Within Cemetery		
Standard	\$	2,353
Youth	\$	1,069
Cremated remains	\$	357

MATERIALS**

Grave Liner	\$	465.66	tax included
Youth Liner	\$	334.02	tax included
Concrete Cremation Urn Liner 15.25"W x 9.75"L x 9.50"D	\$	193.66	tax included

**Subject to 8.8% Washington State Sales Tax

MISCELLANEOUS SERVICES

Lot Transfers	\$	50
Overtime Charge		
Saturday Standard Burial Charge	\$	499
Saturday Cremation Burial Charge	\$	286
Hourly Rate	\$	142

Planning, Community, & Economic Development Department

Land Use Application Fees - Effective 2/14/2022

Use Ref. # to compare "existing fees" with "proposed fees" - All comments and modifications are noted in **RED**

Permit Type	Fee	Ref. #	Notes
PLN Administrative Permits	\$120	1	<i>Min. 1 hour</i>
Interpretations, determinations, departures			
PLN Appeals	\$200	2	<i>If appeal is won, City will reimburse appeal fee</i>
Decisions, Administrative Orders, SEPA Determinations			
LPS Annexation	\$1,870	3	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept.</i>
BLA Boundary Line Adjustment	\$240	4	
Comprehensive Plan Amendment			
CPA Amendment Petition Submittal	\$960	5	
If Docketed	\$1,870	6	<i>Must be paid within 14 days of Ord. setting docket</i>
Conditional Use Permit			
Administrative	\$850	7	
Quasi-Judicial	\$1,870	8	
CUP Essential Public Facility	\$1,570	9	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept.</i>
Wireless Facility	\$1,330	10	<i>Plus \$120 per facility <u>and</u> actual cost of HE, including \$1,000 pre-payment</i>
Critical Areas			
CAX Letter of Exemption	\$120	11	
CAP Permitted Alteration	\$1,090	12	
CAV Reasonable Use/Variance	\$1,630 plus HE fees	13	
BLD Demolition Permit	\$60	14	
PLN Development Agreement	\$1,570	15	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
BLD Fence Permit	\$15	16	
FLD Floodplain Development Permit	\$120	17	

PLN	Framework Development Plan	\$1,570	18	<i>For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate</i>
HMO	Home Occupation Permit	\$150	19	
Land Divisions - Preliminary				
SPL	Short Plat (up to 9 lots)	\$1,090	20	
LPS	Long Plat (over 9 lots)	\$1,870	21	
Binding Site Plan:				
BSP	Less than 10 lots	\$1,090	22	
	10+ lots	\$1,870	23	
Unit Lot Subdivision				
ULS	Less than 10 lots	\$360 + \$1,090	24	<i>Type 1 site plan review + short plat</i>
	10+ lots	\$1,090 + \$1,870	25	<i>Type 2 site plan review + short plat</i>
SPL	Short Subdivision Amendment/Modification	\$1,090	26	
LPS	Long Plat Amendment/Modificaiton	\$1,870	27	
Land Divisions - Final				
<i>Final fees added on to original permit application</i>				
Short Plat (up to 9 lots)				
	with site improvements	\$480	28	
	without site improvements	\$240	29	
	Long Plat (over 9 lots)	\$600	30	
Binding Site Plan:				
	with site improvements	\$480	31	
	without site improvements	\$240	32	
Unit Lot Subdivision				
	Less than 10 lots	\$360	33	
	10+ lots	\$600	34	
	Short Subdivision Amendment/Modification	\$240	35	
	Long Plat Amendment/Modificaiton	\$600	36	
Pre-Application Meeting				
	General Information	\$0	37	
PRE	Pre-submittal	\$240	38	<i>Fee credited to formal application fee, if submitted within 6 months</i>
REZ	Rezone	\$1,870	39	
	Site specific/authorized by Comp. Plan			

SEPA Review				
SEPA	Threshold Determination	\$480	40	<i>May be added to parent permit fees</i>
	EIS	Actual cost of prep	41	
Shoreline Permits				
SLX	Letter of Exemption	\$240	42	
Shoreline Substantial Development Permit				
SDP	Type 3	\$1,630	43	
	Type 4	\$1,870	44	
SCUP	Shoreline CUP	\$300	45	<i>Plus parent SDP fees</i>
SLV	Shoreline Variance	\$300	46	<i>Plus parent SDP fees</i>
Site Plan Review				
SPR	Type 1 - <u>Less than</u> : 10 dwelling units, 12,000 sq. ft. of nonresidential gross floor area, or 20,000 sq. ft. of nonresidential site improvements		47	<i>May be added to building permit fees</i>
	Type 2 - <u>More than</u> : 10 dwelling units, 12,000 sq. ft. of nonresidential gross floor area, or 20,000 sq. ft. of nonresidential site improvements		48	
PLN	Stormwater Management Manual Adjustments & Exceptions	\$1,090	49	
ROW	Vacation of Right-of-Way Variance	\$480	50	<i>Plus actual cost of appraisal</i>
VAR	Level 1	\$730	51	
	Level 2	\$1,330	52	<i>Plus actual cost of HE, including \$1000 pre-payment</i>
Wireless Service Facilities				
WSF	Wireless Service Facility Permit	\$240	53	<i>Per facility</i>
	Eligible Facility Determination	\$120	54	
	Master ROW Use Agreement	\$1,500	55	
Other Planning Review				
	Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	\$60/hour	56	<i>Min. 1 hour</i>
	Planning review for activities not specifically listed above, as determined by director	\$60/hour	57	<i>Min. 1 hour</i>

Other Fees			
Consultant/3rd Party Review Fees	Actual Cost	58	
Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost	59	
Other Fees - Added to Parent Permit			
Minor Permit Revision	\$300	60	
Major Permit Revision	Cost of new application		
ADU Review	\$120	61	
Permit Time Extension	\$120	62	
Stormwater Review	\$150 per lot for subdivisions or \$0.08/ sq. ft. of new or replaced hard surface	63	<i>For more than 2 reviews, billed at hourly rate</i>
Critical area report review/confirmation	\$120	64	<i>New add-on fee</i>
SFR or duplex site plan review	\$60	65	
Sign Permit Review	\$60	66	
Transportation Concurrreny Review			
Consultant Review	Actual Cost	67	<i>100% consultant cost</i>
Staff Review	\$60/hour	68	<i>Min. 1 Hour</i>

Planning, Community & Economic Development Department

Land Use Application Fees - Effective 2/14/2022

Adopted by Resolution 2059, not subject to CPI increases

Permit Type	Rates effective 1/1/2022	Notes	Ref. #	Comments
Accessory dwelling unit (ADU)	\$120		61	No change in fee
Annexation	\$1,870	For projects requiring more than 20 hours of staff time the applicant will be billed at the hourly Planning Dept. rate	3	No change in fee
Appeals*				
Appeal of Type 1 or Type 2 Decision to the Hearing Examiner	\$200		2	No change in fee
Appeal of Type 3-HE or Type 3-PC Decision to City Council	\$200		2	No change in fee
Appeal of administrative order per AMC 20.20.100 to Hearing Examiner	\$200	*if an appellant prevails on their appeal, the City will reimburse the appeal fee paid by appellant.	2	No change in fee
Boundary line adjustment (BLA)	\$240		4	No change in fee
Comprehensive Plan amendment:				
Map Designation Amendment Petition Submittal	\$960		5	No change in fee
If Docketed	\$1,870	must be paid within 14 days of Ord. setting docket	6	No change in fee
Conditional use permit				
Administrative	\$850		7	No change in fee
Home occupation permit	\$150		19	Separated out for clarity
Quasi-Judicial	\$1,870		8	No change in fee
Critical Areas				
Review	\$240		11, 12, 13	New permit types created with Critical Areas Update
Special/conditional use/Alteration	\$1,630			
Demolition Permit	\$60		14	No change in fee
Development Agreement	\$1,570	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate	15	No change in fee
Essential Public Facilities (CUP)	\$1,570	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate	9	Added to "CUP"; no change in fee
Extension of permit term	\$120		62	No change in fee
Fence permit	\$15		16	No change in fee
Floodplain development permit	\$120		17	No change in fee
Framework development plan	\$1,570	For projects requiring more than 20 hours of staff time the applicant will be billed at hourly rate	18	No change in fee
Land Divisions				
Amendment	see minor modification		26, 27, 35, 36, 60	Separated into "Preliminary" & "Final"
Short subdivision (up to 9 lots)				
Preliminary	\$1,090		20	Separated into "Preliminary" & "Final"
Final short plat (w/ site imps)	\$480		28	No change in fee
Final short plat (w/out site imps)	\$240		29	No change in fee
Long subdivision				
Preliminary	\$1,870		21	Separated into "Preliminary" & "Final"
Final long plat	\$600		30	No change in fee
Binding site plan				
Preliminary				Separated into "Preliminary" & "Final"
<10 lots	\$1,090		22	No change in fee

Planning, Community & Economic Development Department

Land Use Application Fees - Effective 2/14/2022

Adopted by Resolution 2059, not subject to CPI increases

Permit Type	Rates effective 1/1/2022	Notes	Ref. #	Comments
10+ lots	\$1,870		23	No change in fee
Final BSP (w/ site imps)	\$480		31	No change in fee
Final BSP (w/out site imps)	\$240		32	No change in fee
			24, 25, 33, 34	Separated into "Preliminary" & "Final"; separated into "less than 10 lots" and "over 10 lots" for clarification; Made this easier to implement - split the difference of \$240 and \$480
Unit lot subdivision	same as site plan + short /long plat			
Preapplication				
General info	\$0.00		37	No change in fee
Pre-submittal	\$240	credited to formal application fee if applied w/in 6 months	38	No change in fee
Revision to permit			26, 27, 35, 36, 60	Added to "Preliminary" & "Final" land division fees for clarity
Minor	\$300			
Major	new app fee			
Rezoning - site specific, authorized by Comp. Plan	\$1,870		39	No change in fee
SEPA				
Threshold determination	\$480		40	No change in fee
EIS	actual cost of preparation		41	No change in fee
Appeal	see Appeals, above		2	Added to "Appeals"; no change in fee
Shoreline Permits				
Exemption	\$240		42	No change in fee
Shoreline substantial development permit -SDP / CUP/ VAR				
Type 3-PC (SDP, CUP, VAR)	\$1,630	+ \$300 per additional CUP/VAR	43, 45, 46	SCUP & SVAR separated out for clarity; no change in fee
Type 4-CC (SDP, CUP, VAR)	\$1,870	+ \$300 per additional CUP/VAR	44, 45, 46	
Site Plan & Design Review				
Sign permit review	\$60	added to building permit fee	66	No change in fee
SFR, duplex site plan/design standards	\$60	added to building permit fee	65	No change in fee
Cottage, Townhouse /MF less than 10 Units or up to 12,000 SF nonres. GFA or up to 20,000sf of nonresidential site improvements	\$360		47	Reformatted to provide clarity; no change in fee
Cottage, Townhouse/MF 10 Units or more or >12,000sf non-residential GFA or >20,000sf non-residential site improvements	\$1,090		48	
	0.08 / sq. ft. of new or replaced hard surface;		63	No change in fee
Stormwater Review	\$150 per lot for subdivisions	For more than 2 reviews, applicant will be billed at hourly rate.		
Stormwater management manual exception	\$1,090		49	No change in fee
Transportation Concurrence Review				
Transportation Consultant Review	Actual Cost	100% of consultant cost	67	No change in fee
Staff Transportation Concurrence Review	Hourly Rate	Staff time (billed at hourly rate, min. 1 hour)	68	No change in fee
Vacation of right-of-way	\$480	plus actual cost of appraisal	50	No change in fee
Variance				
Level 1	\$730		51	No change in fee

Planning, Community & Economic Development Department

Land Use Application Fees - Effective 2/14/2022

Adopted by Resolution 2059, not subject to CPI increases

Permit Type	Rates effective 1/1/2022	Notes	Ref. #	Comments
Level 2	\$1,330	plus actual cost of HE; \$1,000 HE pre-payment	52	No change in fee
Wireless Service Facilities				
Wireless Service Facility Permit	\$240	per facility	53	No change in fee
Wireless Conditional Use Permit	\$1,330	plus \$120 per facility plus actual cost of HE;\$1,000 HE pre-payment	10	Added to "CUP"; no change in fee
Master ROW use agreement	\$1,500		55	No change in fee
Eligible facilities determination	\$120		54	No change in fee
Other Planning Dept. Reviews				
Hourly rate for Planning Review	\$60	per hour	56	
Additional plan review requested by changes, additions, or revisions to plans after 2 reviews have been completed.	Hourly Rate	per hour	56	Consolidated to simplify; no change in fee
Planning review for activities not specifically listed above, as determined by the Director	Hourly Rate	per hour	57	No change in fee
Other Fees				
Consultant/3rd Party Review Fees	Actual Cost	3rd party reviews may be required for certain reports/project types (involving critical areas, shorelines, stormwater, wireless services, etc.)	58	No change in fee
Additional notice publication costs necessitated by changes, additions, or revisions to an application.	Actual Cost		59	No change in fee



City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 7.d.

Agenda Item Title: Ordinance 4011: Authorizing Acceptance of Restricted Donations

Staff Contact(s): JONN LUNSFORD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
JONN LUNSFORD	Ordinance
DARCY SWETNAM	

Item Summary: This Ordinance will accept donations in the amount of \$650,000 from community organizations for design and construction of a new skate park.

Budget Impact:

These are donated funds including \$550,000 from the Anacortes Skate Park Improvement Project and \$100,000 from the Noon Kiwanis Club via the Anacortes Parks Foundation.

Previous Action: Discussion at the Council Finance Committee

Recommended Motion: I move to adopt Ordinance 4011 as presented.

Alternative Actions: Ask staff for more information.

Attachments (listed in order presented):

1. Ordinance 4011 Skate Park Donations - Corrected

**City of Anacortes
Ordinance No. 4011**

**An Ordinance of the City Council of the City of Anacortes, Authorizing
Acceptance of a Restricted Donation to the City of Anacortes**

Whereas, the City of Anacortes authorizes acceptance of donations through AMC chapter 3.10, and

Whereas, the City would like to accept a donation of \$550,000 from Anacortes Skate Park Improvement Project to be used in accordance with the donative intent of providing funding to design and construct a new skatepark by the City of Anacortes Parks and Recreation department; and

Whereas, the City would also like to accept a donation of \$100,000 from the Kiwanis Club of Anacortes via the Anacortes Parks Foundation for this project; and

Whereas, the amount of this restricted donation requires acceptance by City Council.

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

Section 1. That these donations totaling \$650,000 by the parties noted above be accepted for use on the design, bid and construction of a new skate park on the site of the existing Ben Root Skate Park; and

Section 2. This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of _____, 2022.

CITY OF ANACORTES:

Matthew C. Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 7.e.

Agenda Item Title: Contract Award: Skate Park Design and Bid Documents #22-043-PRK-001

Staff Contact(s): JONN LUNSFORD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Contract Award
TIFFANY MATSON	

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$120,200.35 to Grindline Skateparks, Inc. to design a new skate park at the current location and create bid documents for the construction. Due to generous donations the City is planning to build a new skate park at 22nd and R Avenue. This contract will allow for community input on design and the preparation of bid documents to go out in summer of 2022.

Background:

1. **History:** This project has been discussed at both the Parks and Recreation Advisory Commission, the City Council Parks and Recreation Sub Committee and the Council Finance Committee.
2. **Key Terms:**
 - Contract is on a fixed price basis of \$120,200.35.
 - The period of performance under this Agreement is through February 1, 2023.
3. **Competitive Bidding:** Per RCW 39.80 this consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Contractor	Grindline Skateparks, Inc.
Contract Amount	\$120,200.35
Earmarked Funds	
BARS #	
Budget Amendment Required?	Yes
Start Date	inception
End Date	2/1/2023

Previous Action: This project was discussed at both the Parks and Recreation Advisory Commission, the City Council Parks and Recreation Sub Committee, and the Council Finance Committee.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-043-PRK-001 with Grindline Skateparks, Inc. in the amount of \$120,200.35 to perform the Skate Park Design and production of related bid documents.

Alternative Actions: Not award the contract

Attachments (listed in order presented):

1. 22-043-PRK-001



AGREEMENT 22-043-PRK-001
Between
THE CITY OF ANACORTES
AND
GRINDLINE SKATEPARKS, INC.

SKATE PARK DESIGN AND BID DOCUMENTS

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Grindline Skateparks, Inc., hereinafter referred to as the "Consultant"; alleged

WHEREAS, the City requires the professional services of the Consultant;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

Scope of Work. Under this Agreement, the Consultant shall perform services in accordance with Exhibit A "Anacortes Skatepark Renovation Scope of Services" dated January 3, 2022, which is attached hereto and incorporated by reference.

1. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State or the Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

2. **Price and Payment Terms.** The services provided under this Agreement shall be for a firm fixed price of **One Hundred Twenty Thousand Two Hundred Dollars and Thirty-Five Cents (\$120,200.35)**. The billable rates for services provided shall be in accordance with Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through February 1, 2023.

4. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. 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 sub Consultant, (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 Agreement,; or
- (3) To relieve the Consultant of any responsibility for performing this Agreement.

The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any sub Consultant or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

5. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant'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.

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. 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

The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant 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.

7. **Withholding Payment.** In the event the City determines that the Consultant 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 Consultant 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 Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant 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 City Attorney set forth in such notice to the Consultant 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 Consultant 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 City Attorney 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 Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

8. **Final Payment: Waiver Of Claim** The Consultant's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Consultant as unsettled at the time request for final payment is made.

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

10. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

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

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

12. **General and Professional Liability Insurance.**

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as 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 occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

G. Verification of Coverage: Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Consultant 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 Consultant 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 sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

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

13. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

14. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney,

whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of his/her obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

15. **Standard of Care.** The Consultant represents that Consultant has the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant and any persons employed by Consultant shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound engineering practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the Professional Services, at the City's discretion

16. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

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

18. **Acceptance.** Consultant 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 Consultant. These General Provisions supersede all conflicting or additional terms pre-printed on any purchase order, quote, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

19. **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.

20. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant 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 Consultant 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 Consultant shall not be entitled to receive any further payments under the Agreement until all work called for 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 Consultant. The Consultant 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 Consultant 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 Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. 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.

21. **Changes/Additional Work.** The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant 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 Consultant 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.

22. **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.

23. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

24. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this 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 Consultant, 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.

25. **Disputes**

A. General: Differences between the Consultant 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 Consultant 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 Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant 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.

26. **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 Consultant shall have no recourse against the City

27. **Compliance with Laws.** The Consultant 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. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

28. **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.

29. **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.

30. **Survival of Agreement Termination.** The articles relating to Defense and Indemnity, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

31. **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:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221

CONSULTANT.:

Grindline Skateparks, Inc.
Micah Shapiro
4619 14th Avenue SW
Seattle, WA 98106

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.

CITY OF ANACORTES

GRINDLINE SKATEPARKS, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

January 3rd, 2022

Jonn Lunsford
Anacortes Parks and Recreation
360-299-1953

Re: Proposal for skatepark design services
Anacortes Skatepark Renovation



Scope of Services

This scope includes design of the following items: Demolition and replacement of existing skatepark, relocated parking lot, security and activity lighting for skatepark, parking lot, and site; landscape restoration, drainage improvements and stormwater management as required. Other amenities are TBD during the design process.

Task 1: Project Startup

1) Obtain site information: Review existing site information and determine what additional information is required to complete the design. The Design team will conduct a topographic survey capturing existing conditions, geotech investigation / report, and traffic study for the skatepark site.

2) Project Kick Off Meeting: The Design Team, City of Anacortes Staff, Anacortes Skate Park Improvement Project Members and any other relevant project stakeholders will meet in Anacortes to review information on the selected site and discuss how the new skatepark will meet desired program elements. Design Team and Client will finalize the project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as public meetings, online forums and exchange/review of documents will be identified. On the same day, the Design Team will conduct a site visit to review existing conditions of the proposed site and explore opportunities and constraints. Items such Skatepark Integration, Drainage, and Permitting Requirements will be discussed and solutions proposed for identified items.

3) Community Meeting #1: The Design Team will engage community members and end users in a public input meeting on the skatepark design. The Design Team will facilitate this meeting and assist City Staff in promoting all community meetings to the public. Grindline will assist with the creation of an online survey. This initial public meeting will introduce Grindline to community, explain the design/public input process, and share how the community drives the project development. This meeting is open forum for stakeholders to drive the development of the design concept. Community members will be given an opportunity to provide input via verbal, written or online participation. The Design Team will summarize community input/comments from the meeting and provide to City Staff to review.

5) Coordination Meeting #1: Via phone conference/online meeting, the Design Team and City Staff will

discuss input from Kick Off and Community Meeting. This meeting will decide direction of the concept so Grindline Team can begin development of the Preliminary Conceptual Design.

Task 1 Deliverables & Final Products

- Existing Conditions Survey
- Geotech report
- Traffic Study
- Brief narrative listing the site constraints and opportunities and an inventory/analysis of planned skatepark area
- Finalized Program, Schedule, and Budget for remainder of Design process
- Summary of Public Input Report from 1st Community Meeting.

Task 2. Conceptual Design

1) Preliminary Concept: the Design Team will develop a Preliminary Concept based on information from Project Startup Report and submit to City Staff for comment. Square Footage cost estimates will be presented for comment.

2) Community Meeting #2: In a meeting similar to the first Community Meeting, the Design Team will return to Anacortes to present the Preliminary Concept and collect feedback. Concept will be presented through a combination of photos, Power Point slides, large presentation boards, and interactive 3-D models. This allows us to “walk or skate around the design” as well as pull dimensions upon request from the audience.

3) Coordination Meeting #2: Via phone conference/online meeting, the Design Team and City Staff will discuss comments from Community Meeting #2 and finalize direction for creating the Final Concept. Incorporation of all desired improvements and amenities will be determined for the Final Concept.

4) Final Concept: Based on community feedback on the Preliminary Concept and City Staff comments, the Design Team will create a Final Concept and submit to City Staff for review. The Final Concept will include project components such as skate features, shade or auxiliary structures, site furnishings, planting design and details of key features.

5) Coordination Meeting #3: The Design Team and City Staff will review and finalize permit requirements for the project.

Task 2 Deliverables & Final Products

- Preliminary and Final Conceptual Designs showing the site plan and program elements to scale. Submittal includes plan and 3d perspective views. This will include the skatepark, relocated parking, lighting, and any other amenities determined to be included during the design process.
- Design of proposed drainage improvements/water quality features.
- Initial Site Layout Plan and Grading Plan, for areas noted in scope of work.

Task 3. Construction Documents

1) Final Design and Construction Drawings: Design Team will deliver 50%, 90%, and 100% sets of plans, specification and cost estimates (PS&E). All review comments should include information and changes relevant to local and state building codes for any necessary permits. All plans will be submitted in digital PDF format and the final set shall include one (1) reproducible hard copy and one electronic copy of the complete PS&E package, stamped, signed and ready for bid advertisement.

2) Professional Reviews: Mackay & Sposito will be the Engineer-of-Record for the project and Grindline Skateparks, Inc. will be the designer of record for skatepark components.

3) Design Review Meetings: Prior to each submittal, the Design Team and City Staff will meet via phone conference/online meeting for a “page turn” review intended to discuss documents submission and address any questions, concerns or necessary revisions.

Task 3 Deliverables & Final Products

- Construction document submittals at 50%, 90%, and 100% level in PDF and AutoCAD format consisting of:
 - Skatepark Site Plan & Details
 - Skatepark Materials Plan
 - Skatepark Vertical Controls
 - Skatepark Horizontal Controls
 - Skatepark Jointing Plan
 - Skatepark Sections Skatepark and Site Details
 - Site Grading Plans
 - Erosion Control Plan
 - Drainage Plan
 - Drainage Report and Calculations
 - Demolition Plan
 - Utility Plans
 - Final cost estimate and quantity of materials estimate for skatepark
 - SEPA Checklist

Task 4. Bid Assistance / Construction Administration

1) Bid Assistance: The Design Team will provide pre-qualification language that the City can insert into the bid documents to ensure that only capable firms with a successful track record of building skateparks similar to the scope and scale of this one can bid on the project. The Design Team will attend the pre-bid meeting and is available to respond to any RFI's during bidding. Preparation of any addendum shall be completed by the Design Team and reviewed/approved by the City if required.

2) Construction Administration: The Design Team will conduct site visits/field inspections during construction. Each field visit/inspection would be followed up with a field report and digital photos noting any items needing correction, as well as general comments based on the field visit. An onsite inspection would be given upon substantial completion and the Design team would produce a report listing all punchlist items to be completed prior to acceptance of the project.

- Provide pre-qualification language for bid package
- Attend pre-construction meeting.
- Review and approve all required shop drawings and submittals.
- Field report for each site visit
- Punchlist report

Exhibit A

- Review all payment requests for the project to ensure project completeness.
- Review and assist any change orders that may come up in the project.
- Prepare and deliver as-built plans of the project at the conclusion of the construction.
- Provide a copy of all records to the Client

Assumptions/Exclusions

- Typically our construction is classified as slab on grade and structural review is not required. Structural review can be provided at an additional cost.
- Assembling of bid package by the City. City is responsible for division 0 and 1 of the specs. Design team will provide PS&E and sections 2-9 of the specs. Grindline will provide skatepark prequal language to be incorporated into the bid package.
- This proposal assumes 3 trips to Anacortes during tasks 1-3 and 4 Construction Oversight trips during task 4. Any additional trips would be billed at the hourly rates below.
- Any work not included in this scope would be billed at Grindline's hourly rates below:

Principal \$155.00 / hr
Lead Design \$125.00 / hr

Design Associate \$85.00 / hr
Office Administration \$55.00 / hr

October 22, 2021

Job# 21-431

Micah Shapiro
CEO/Lead Designer
Grindline Skateparks
4619 14th Avenue SW
Seattle, WA 98106

Re: Anacortes Skatepark
R Avenue, Anacortes, WA 98221

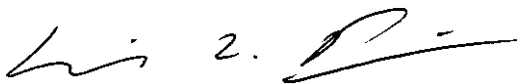
Dear Micah:

Thank you for the opportunity to provide consulting services for the City of Anacortes Parks and Recreation Department. This proposal covers civil site design and landscape architecture services for redevelopment of the existing skatepark, based on our discussions and correspondence during the week of October 18, 2021.

Our proposed scope of work (including project assumptions and exclusions) and fee is provided in Attachment 'A'. MacKay Sposito proposes to accomplish this scope of services on a time and materials (T&M) basis. MacKay Sposito will bill against the established budgets as necessary and will not exceed the budgets without written authorization from Grindline.

We are grateful for the continued opportunity to work with Grindline. We have a great team at MacKay Sposito that will be able to provide you with a multitude of services, facilitating a smooth process from pre-design through design, permitting, and construction. We are eager to be in your corner, doing what we can to make this project a success. Let me know if you have any questions or if there is anything I can do for you.

Sincerely,



Eric L. Pilcher, P.E.
Project Manager

Scope of Work

(Exhibit "A")

**Anacortes Skatepark – Anacortes, Washington
Professional Services**

1.0 CIVIL ENGINEERING SERVICES

1.4 PROJECT START UP

- 1.4.1 Attend a kick off meeting with the City of Anacortes (City) and Grindline Skateparks Inc. (Grindline) to review the scope, budget and schedule. We will also use this time to gather information needed for the Clearing and Grading Plans and associated documents, and roles of the team. During this meeting, we will also gather any engineering requirements, standards and specifications that might be required for final permitting.
- 1.4.2 Attend a site visit (same day) to review the existing site conditions.
- 1.4.3 Review existing site information, surveys, as-built documents, and/or reports provided by the City.
- 1.4.4 Collaborate on the conceptual skate park designs as it relates to the civil engineering requirements. Provide feedback on the integration of the skatepark design into the existing parkland and storm water requirements, including connection to the existing storm sewer system (as applicable) and/or needed upgrades.
Products to include:
 - Conceptual Stormwater Plan

1.5 DESIGN DEVELOPMENT (50% CONTRACT DOCUMENTS)

- 1.5.1 Based on the preliminary skate park design, MacKay Sposito will begin development of the 50% Construction Drawings.
Products to include:
 - Demo Plan
 - Erosion Control Plans
 - Site Grading Plan
 - Stormwater Drainage Plans
 - Landscape Restoration Plan
 - Draft Stormwater Drainage Report and Preliminary Calculations
 - Constructability review of the skate park grading, materials, horizontal and vertical control, jointing plans and details.
- 1.5.2 Coordinate with Grindline and other project consultants, such as surveyor, geotechnical engineer, and traffic engineer.

- 1.5.3 Attend a project coordination meeting with Grindline to receive review comments from the City.

1.6 FINAL DESIGN (100% CONTRACT DOCUMENTS)

- 1.6.1 Based on review comments from design development, MacKay Sposito will prepare the 100% Construction Drawings.
Permit Ready Documentation to Include:
- Civil Cover Sheet
 - Clearing and Demolition Plan
 - Erosion Control Plans and Details
 - Site Grading Plan
 - Stormwater Drainage and Utility Plan
 - Drainage and Utility Details
 - Landscape Restoration Plan
 - Landscape Details
- 1.6.2 Prepare Stormwater Drainage Report and Construction Stormwater Pollution Prevention Plan documents for agencies review and approval.
- 1.6.3 Coordinate with Grindline and other project consultants, such as lighting designer.
- 1.6.4 Prepare specifications sections for civil related work.
- 1.6.5 Prepare an Engineer's Cost Estimate, which may be formatted to serve as a bid schedule within the project manual.

1.7 PERMITTING

- 1.7.1 Prepare for and attend Pre-Application meeting with the client to understand and negotiate the permit process and submittal requirements.
- 1.7.2 Prepare the SEPA checklist per the City and Ecology standards.
- 1.7.3 Respond to comments as needed during the permitting process and revise the final permit documents as needed.
- 1.7.4 In the event that the project will disturb more than 1 acre, we will assist in preparing the notice of intent (NOI) prior to construction.

2.0 BIDDING SUPPORT SERVICES

2.4 BID SUPPORT

- 2.4.1 Attend a pre-bid meeting. Assist in preparing formal responses to questions that arise during the meeting.
- 2.4.2 Assist in developing an addendum to the bid documents, as necessary.

3.0 CONSTRUCTION SUPPORT SERVICES

3.4 CONSTRUCTION SUPPORT

- 3.4.1 Attend a pre-construction meeting.



- 3.4.2 Answer questions during construction, review and respond to change orders and RFI's, and review products submittals. Includes time to develop memoranda or provide drawing clarifications, as needed.
- 3.4.3 Perform site visits during site work, upon request. We have assumed up to three site visits during construction.
- 3.4.4 Attend substantial completion punch list, prior to the City final review.
Products to include:
 - Memorandum of punch list items

3.5 RECORD DRAWINGS/FINAL ACCEPTANCE

- 3.5.1 Review contractor provided redlines, as-built documents, and other closeout documents.
- 3.5.2 Prepare final record drawings and submit for approval, if required.
- 3.5.3 Provide CAD files to the City, if requested.

ADDITIONAL SERVICES

1.4 IRRIGATION DESIGN (ADD ALT 1)

- 1.4.1 If the additive alternate for irrigation design is accepted, MacKay Sposito will include irrigation design drawings, specifications, and a construction cost estimate in accordance with the City's Irrigation standards.
Documentation to Include:
 - Irrigation Plan
 - Irrigation Notes and Details

Regulatory Assumptions

- The local agencies governing this project are the City of Anacortes (City) and Washington Department of Ecology.
- The City will provide as-built information on adjacent existing utilities, including storm lines.
- The site is located on property owned by the City of Anacortes (City), but is managed and maintained by the City Parks & Recreation Dept.
- The City has adopted the 2012 Edition of the Department of Ecology's Stormwater Management Manual for Western Washington ("SWMMWW"), as amended in December 2014, with local amendments.
- A pre-application meeting will be held with the City to determine specific submittal requirements and procedures; we have included time to attend this meeting in our scope of work.
- The permit applicant will be the City. Grindline will schedule and submit all permit packages. MacKay Sposito will provide permit information related to our scope to the City (via Grindline).
- MacKay Sposito will prepare a SEPA checklist. The City will assist in developing the checklist, where historical and or regional data is required.
- MacKay Sposito will submit drawings to Grindline for all permit applications to the agencies as needed for the approval.
- All public notices will be provided by the City.
- We assume that no appeals or requests for variances to the codes and regulations are necessary. They are not included in this scope of work.



- MacKay Sposito shall not be responsible for changes to the documents required by the jurisdiction based upon rules, regulations, codes or requirements of the jurisdiction that are not written regulations or correspondence from the jurisdiction. Changes required due to unwritten rules, regulations, codes or requirements by the jurisdiction shall be considered additional services that are not part of this contract.

Design Assumptions

- Our proposal is based on correspondences with Grindline, the City, and our understanding of the existing skatepark site area.
- All materials boards and color perspective drawings and elevations, if needed, will be provided by Grindline.
- Public meeting attendance is not included as part of this scope of work.
- The project may be phased based on available construction funding. However, only one set of permitting and construction documents will be prepared as part of this scope.
- A geotechnical report for the site will be provided. The report will address design constraints and also provide infiltration rates of the underlying soils.
- MacKay Sposito will provide site grading, erosion control, and stormwater design, including development of the required Stormwater Drainage Report and Construction Stormwater Pollution Prevention Plan.
- A MacKay Sposito engineer will be the engineer of record for the project; stamping and sealing the construction documents (not including structural drawings).
- Grindline has retained a Structural Engineer for stamping and signing the final construction drawings as related to structural work, and for constructability review based on the City's requirements for permit approval.
- No additional park amenities such as restrooms, drinking fountains, or playground equipment are included in this scope.
- The design of gas, electrical, and other dry utilities is not included in our scope of work. We understand that a lighting designer will be retained under separate contract.
- A traffic study and/or parking analysis is not included as part of our scope. We understand that a traffic engineer will be retained under separate contract.
- Landscape and irrigation design will be limited to turf restoration and required trees to the extent practical. Some plants and shrubs may be necessary to support water quality best management practices. Irrigation design, if included, will focus on a temporary system for plant and turf establishment.
- A tree health assessment and/or a tree preservation plan is not included in our scope of work.
- It is anticipated that a project manual featuring CSI standard specifications will be developed as part of the bid package. The City will provide Division 00 and 01 specifications; MacKay Sposito will only provide the divisions required for the site work.

Proposal

Date: December 22, 2021
Project: Anacortes Skate Park
To: Grindline Skateparks, Inc.
4619 14th Ave SW
Seattle, WA 98106
Type of Services: Electrical Engineering

Purpose of Proposal Revisions

2021-12-22 Removed onsite observation and final punch from scope. Added in engineering opinion of costs and removed the review of construction cost estimates that would be prepared by others.

Project Summary

The project consists of providing lighting design and electrical engineering services for a renovation of a skate park in Anacortes, Washington.

Project Assumptions

1. The existing electrical distribution on site is existing to remain and not in project scope. PAE will review existing conditions and propose a lighting solution and circuiting scheme that utilizes the existing distribution system.
2. This proposal includes site, parking lot, and skate park lighting design services primarily based on overhead site pole luminaires. It does not include any architectural or decorative lighting that is embedded within the skate park features or any art installation. The SD phase includes time to meet and discuss lighting options at a conceptual level. If it is decided to pursue any decorative lighting options for further design or analysis in the DD or CD phases, PAE will issue an additional service request letter at that time for approval.
3. Record drawings will be based on as-built documents provided by the electrical sub-contractor.
4. Value Engineering Changes: The fees provided in this proposal can accommodate most changes to the design of the electrical, lighting, and lighting control system systems due to the Value Engineering (VE) process through the end of the Design Development phase. However, VE design changes made at any time during the project, which require significant engineering and/or coordination re-work (i.e. engineering and/or coordination work previously completed is no longer valid, or useful, due to the changes) will be identified and an additional service proposal will be presented for approval.

PAE Scope of Design Work

ELECTRICAL SYSTEMS

1. Site electrical: site and parking lot lighting, skatepark lighting.
2. Power: extension of the existing service distribution and branch panels.
3. Emergency power and distribution system: none.
4. Raceway and outlets for low-voltage (telecommunication, security, access control) system (system, equipment and cabling design by others).



PAE Deliverables and Scope of Services

SCHEMATIC DESIGN PHASE

1. Attend design meetings with the architect, owner and other consultants. Proposal includes (3) meetings for the SD phase.
2. Attend page-turn meeting with owner at the end of the SD phase.
3. Review design standards and owner project requirements.
4. Attend site visit to review the existing electrical distribution system and current site layout.
5. Perform photometric analysis for the site lighting.
6. Conduct preliminary studies and analysis for selection of systems and their space requirements.
7. Make recommendations for efficient systems based on past project experience and prior studies.
8. Coordinate with design team members.
9. Provide deliverables for the Schematic Design phase:
 - a. Schematic Basis of Design (BOD) narrative.
 - b. Simple one-line diagrams and sketches to define project system components.
 - c. Preliminary engineering opinion of costs.

DESIGN DEVELOPMENT PHASE

1. Attend design meetings with the architect, owner and other consultants. Proposal includes (3) meetings for the DD phase.
2. Attend page-turn meeting with owner at the end of the DD phase.
3. Select one layout from those studied during the Schematic Design phase.
4. Conduct preliminary energy codes analysis.
5. Develop lighting control solution.
6. Develop system calculations.
7. Coordinate with design team members.
8. Provide deliverables for the Design Development phase:
 - a. Drawings and narratives to define project system components. Drawings shall include equipment locations and main routings, details and diagrams.
 - b. Preliminary specifications.
 - c. Updated engineering opinion of costs.
 - d. Cut sheets describing lighting and electrical equipment.

CONSTRUCTION DOCUMENTS PHASE

1. Attend design meetings with the architect, owner and other consultants. Proposal includes (3) meetings for the CD phase.
2. Finalize design calculations.
3. Provide deliverables for the Construction Documents Phase:
 - a. Working drawings in cooperation with project team necessary for permit and contract documents.
 - b. Project specifications necessary for permit and contract documents.



- c. Energy code compliance forms for lighting.

BIDDING PHASE

1. Review bids.
2. Review substitution request forms.
3. Provide design clarifications and addenda material.

CONSTRUCTION ADMINISTRATION PHASE

1. Onsite observations have been removed from PAE's scope. That being said, PAE can definitely be on site as needed if requested by Owner and will billed at our standard hourly rates. Attendance at weekly job meetings is not included; however, PAE will attend specific meetings where our support to resolve specific mechanical and electrical issues as required.
2. Assist in construction coordination for system elements of the project.
3. Review system shop drawings.
4. Provide design clarifications where necessary.
5. Respond to RFIs.
6. Review record drawings prepared by contractor.
7. Review operation and maintenance instructions prepared by contractor.

Building Information Modeling (BIM) and Coordination

PAE's final deliverables will include the contract drawings, not the BIM file. If the general contractor would like to use the BIM file for their purposes, a standard release form will need to be signed.

The BIM Level of Development (LOD) for the design phases will follow AIA standards as follows:

1. Schematic Design – BIM not provided
2. Design Development – AIA Standard G202-2013 BIM LOD 100
3. Construction Documents – AIA Standard G202-2013 BIM LOD 200

The contract documents will be prepared in Revit. The model elements will be graphically represented as generic objects with enough detail to communicate size, shape, location, and orientation of all equipment and appurtenances.

PAE will coordinate building systems with other disciplines based on the traditional Engineer of Record (EOR) "Standard of Care". The EOR's standard of care for the coordination of electrical systems with structural, architectural and other discipline's system elements is such that everything must "fit" within the spaces allocated. However, the EOR is not responsible for resolving every clash detected by programs such as Navisworks.

As part of the Shop Drawing process, the general contractor and sub-contractors will be responsible to provide detailed coordination of service routing with the other trades (i.e. BIM LOD 400) prior to the start of construction and fabrication. If spatial conflicts arise where building system elements will not physically fit within the space allocated, the EOR will be notified and lead the resolution of the issue. Upon completion of



the project the client may request the general contractor to provide a BIM LOD 500 file, which incorporates as-built conditions.

Excluded Services

This proposal does not encompass the following items:

1. Mechanical and plumbing system design.
2. Low-voltage (telecommunications, security, access control) system design.
3. Architectural or decorative lighting design.
4. Electrical metering of existing electrical power systems including providing meters and/or installation of meters.
5. Construction cost estimates for systems.
6. Multiple bid packages.
7. Energy incentive program assistance.
8. Commissioning or commissioning support.

SCOPE OF WORK

Transportation Solutions will analyze the transportation impacts of the proposed Anacortes Skatepark reconstruction, located on the east side of R Avenue and to the south of 22nd Street in Anacortes. Anticipated project tasks are summarized below, with estimated budget for each task identified in parentheses.

1. **Confirm project understanding**, including preliminary site plan, parking configuration, and site access configuration.
2. **Review traffic data** for the 4-6 PM weekday peak period, including turning movement counts at R Ave & 22nd St, driveway counts at the existing skatepark driveways, and northbound queuing data at R Ave & 22nd St.
3. **Develop project trip generation forecast** based on data published in the Institute of Transportation Engineers *Trip Generation 11th Edition* for similar uses as well as a review of trip generation surveys published independently for other skateparks.
4. **Forecast project trip distribution and assignment** using Anacortes concurrency travel demand model.
5. **Develop intersection LOS forecast** using Anacortes concurrency intersection LOS model. Identify LOS deficiencies before and after the construction of the project.
6. **Review crash history** in the project vicinity for the five-year period from 2016 through 2020. Identify safety concerns, project impacts, and safety mitigation recommendations as necessary.
7. **Summarize findings and recommendations** in technical memorandum to City staff.
8. **Attend meetings and conference calls**. This scope of work includes up to two hours of Transportation Solutions staff time to attend virtual meetings or conference calls with the project team.
9. **Project management and administration**. This task includes administrative time to set up the project and to prepare invoices and progress reports. Project management includes time for internal quality control.

Work will be billed on a time and materials basis. Additional work beyond the tasks described above will require written approval to proceed.



October 21, 2021
Proposal No. 21-575G

Grindline Skateparks, Inc.
4619 14th Avenue SW
Seattle, Washington 98106

C/O: Micah Shapiro
Chief Executive Officer

Regarding: Geotechnical Engineering Investigation
Anacortes Skate Park
R Avenue – Parcel No. P77984
Anacortes, Washington 98221

Dear Mr. Shapiro:

As requested, GeoTest Services, Inc. (GeoTest) is pleased to submit this proposal to provide geotechnical engineering services for the proposed Anacortes skate park redevelopment at the above referenced address in Anacortes, Washington. Our proposed scope of work and associated fees are presented herein for your review and approval.

PROJECT DESCRIPTION

The subject area exists within Alice Parchman Newland Park, to the southeast of the 22nd Street and R Avenue roundabout in Anacortes, Washington. The project site is bound to the west by R Avenue, to the east by a pedestrian path, sparse commercial development, and the Anacortes Marina. Generally undeveloped land which is surfaced by asphalt, concrete and what appears to be landscaped vegetation border the project site to the south. The site topography slopes down gently towards the northeast, with only a few feet of vertical relief across the lateral extent of the site.

No formal plans for development were available at the time this proposal was written. However, based on conversations with our client, we understand that there are preliminary plans to demolish the existing Anacortes skate park and parking facilities to allow for the construction of new, enlarged parking lot and a new, roughly 10,000 to 15,000 square foot skate park within the same general area. The new parking lot is likely to be cited to the south of the existing skate park location. New skate park surfaces would be constructed of reinforced concrete. As such, we anticipate that loading conditions will be relatively light in scale.

PURPOSE AND SCOPE OF SERVICES

The purpose of our services is to obtain subsurface information at the project site that will be used in the design phase for the above project. Our final product will be a suitably illustrated report containing a summary of site conditions pertaining to project design and construction.

Specifically, our services will include the following:

1. Call in a One-Call public utility locate as required by Washington State Law. GeoTest will also develop a site-specific safety plan including Covid-19 protocols.
2. Explore the soil and groundwater conditions underlying the project site by advancing 5 exploration borings within areas of interest with a subcontracted track drill rig. Exploration borings would be drilled to approximately 12 feet in depth or until refusal conditions are encountered below the planned structures. After drilling, the borings will be backfilled with bentonite chips and capped with cold-patch asphalt or sod extracted prior to boring advancement. Drill spoils will be collected and removed from the site. Due to the presence of the existing skate park, our explorations would be advanced within areas of interest selected by the project team.
3. GeoTest will review the information collected during this investigation and perform analyses to develop recommendations for this project. Our findings and recommendations will be summarized in a report that will contain the following information:
 - A site plan showing pertinent existing site features and the approximate location of the explorations accomplished for this project. GeoTest requests that a suitable base map be provided to us for this purpose.
 - Logs of our explorations and results of our 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 and engineering properties. Provide a preliminary assessment of the on-site infiltration capability based on grain size analysis. The intent of our testing is to determine the feasibility of conventional stormwater infiltration on the subject property. If necessary, GeoTest will also submit a total of 2 soil samples for pH, organic content, and cation exchange capacity to address the suitability of soils for the purposes of on-site treatment feasibility.



It should be known and understood that stormwater design services are an iterative process and that additional work not covered in the current scope of services may be requested by the City of Anacortes during a review of project documents. Our services will not be representative of design level stormwater services. This service agreement *does not* include provisions for Pilot Infiltration Testing, wet season groundwater monitoring or mounding analysis to determine design infiltration rates on this property.

- A summary of surface and subsurface soil and groundwater conditions observed at the site during our field exploration. The summary will include descriptions of subsurface profiles of bearing stratum and the potential seasonal effects of groundwater.
- Recommendations for site preparation and earthwork, including reuse of site soil, and criteria for selection, placement, and compaction of structural fill. Included will be a discussion of the effects of weather and/or construction equipment on subgrade soils.
- A discussion of the site seismic considerations based on the 2018 IBC. GeoTest will evaluate the liquefaction potential for this site based on a review of regional seismic risk maps and our subsurface explorations.
- Recommendations for foundation support of the concrete structures and slabs including subgrade preparation, allowable soil bearing pressures, bearing elevations, modulus of subgrade reaction, friction coefficients to be used between concrete structures and subgrade soils, frost penetration and depth, estimates of settlement, site surface and subsurface drainage recommendations, parameters for lateral load resistance, and pavement sections for both light and heavy-duty traffic.
- Recommendations for geotechnical monitoring, materials testing, and consultation during construction.
- Provide an assessment of geologically hazardous areas in conformance with Anacortes Municipal Code sections 19.70.410 – 19.70.435. If geologically hazardous areas are found to be present on or within close proximity of the subject property, we will make recommendations to avoid or mitigate those hazards, as necessary

SCHEDULE

We are prepared to begin our services once authorization has been granted. We anticipate that the exploratory field work will be completed within roughly 4 weeks from the time we are given authorization to proceed, this timing ultimately will be dependent on boring subcontractor availability. We anticipate that the report can be completed within approximately 20 to 25 business days after fieldwork occurs. Preliminary results of our investigation can usually be provided within five working days from completion of the fieldwork.

OTHER CONDITIONS

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, damage is sometimes unavoidable due to mismarked or un-locatable facilities. The cost for utility damage and/or repairs is not included in this cost estimate and shall be borne by the Client.

All soil samples obtained during the subsurface investigation will be saved for a period of 90 days. They will then be discarded, unless requested otherwise.

OPTIONAL SERVICES – Pilot Infiltration Testing

GeoTest is requested by the municipality to perform Pilot Infiltration Testing if soils are considered suitable for potential infiltration per the Stormwater Management Manual for Western Washington, 2014.

1. GeoTest will perform one small scale Pilot Infiltration Tests (PIT test) in the area of the proposed infiltration facility in accordance with the 2014 *Stormwater Management Manual for Western Washington*. This is the stormwater manual currently adopted by the City of Anacortes. The depth of the test would be determined in conjunction with the Civil Engineer. The PIT services would be performed using an excavator and water truck subcontracted to GeoTest on a date following the initial drilling phase of services.

A PIT test will require, at a minimum, a 6-hour pre-soak period and at least one hour of constant-head and falling head infiltration testing. GeoTest will subcontract excavation and water truck and equipment services. GeoTest will supply additional connection hardware and PIT instrumentation.

2. Once the PIT test is completed, the PIT will be excavated an additional 5 feet below the test location to observe restrictive layers or groundwater seepage, if present. After the additional excavation is complete, the PIT excavation will immediately be backfilled to existing grade. Some settlement of the soils in the PIT location can be expected. No other landscaping or remediation is planned for the PIT test location. As such, the property owner must expect some disturbance across access and PIT test locations.
3. If the site soils are not considered suitable for infiltration, GeoTest will not perform additional PIT services and recommend that stormwater management be performed by engineered design.
4. GeoTest will complete a memorandum letter that follows our primary geotechnical report if Pilot Infiltration Testing is performed providing the results of the field infiltration testing.



360 SURVEYING AND MAPPING, LLC
653 SUNFLOWER LN.
CAMANO, WA 98282

Revision #1

December 27, 2021

Micah Shapiro
CEO / Grindline Stateparks, Inc.
206.321.2620

RE: Estimate for Survey Services for Skatepark - Anacortes

Micah:

360 Surveying and Mapping, LLC (360) is proud to present this estimate for professional land surveying services. It is my understanding that you need land surveying and mapping on the existing skatepark parcel in Anacortes for design purposes. The following proposal will reflect my understanding of the project and the scope of work needed for this mapping project. With that in mind, I offer you the following Scope of Work and Fees. The final sheet of this proposal shows the limits of the survey needed.

Scope and Fees

1: Office calculations and research; 360 will utilize a Title Report provided by the City to gain the existing legal description and recorded easements for this parcel of land. We will then do pre-calculations of the parcel boundary and research land records with Skagit County.

2: Field work; 360 will set up horizontal control for the project by measuring to found monuments and establish a vertical benchmark related to NAVD88. Then 360 will field map and locate the existing hard surfaces (walks, curbs, asphalt areas), along with trees, fences, found existing utilities and inverts, and paint marks as provided of the utility lines by locates. Only the perimeter of the existing skate ramp area will be shown, because it will be demolished by this new project

3: Drafting of the Survey; 360 will take the data collected in the field, finish up our boundary calculations and then process the field data to a PDF and AutoCAD deliverable. The data will show the above-mentioned items from the field work, plus calculated property lines, setbacks as provided from the City, 1-foot contour interval and associated spot elevations, and trees/driplines. Easements will be shown graphically as mentioned in the title report.

4: Title Research; 360 will utilize Chicago Title of Seattle for a Subdivision Guarantee, which will mention the legal description for the land and any easements.

Map of area to survey as provided by Grindline:



Anacortes Skatepark Survey



To	Micah Shapiro	Date	Dec 21, 2021
From	Mark Johnson, AIA		
CC	Kristin Kelsey		
Project	Anacortes Skatepark	Project No.	2149.00
Subject	Fee Proposal - Canopy concept		

The Project Pre-Design architectural services to determine a concepts, preferred direction, and range of pricing for a canopy at Anacortes Skatepark.

Scope of Services: **01 Canopy Concept Development**
Timeline: 4 Weeks

Tasks:

- Site visit
- Kick off meeting with Grindline, Anacortes Skatepark Improvement Project (ASIP), and Anacortes Parks
- Develop three conceptual level canopy conditions (coverage area and material)
- Internal review with Grindline
- Preliminary concept review with Anacortes Parks and ASIP
 - Identify preferred direction
- Develop preferred direction
 - 50% review with Anacortes Parks and ASIP
- 90% direction review with Grindline
- Illustrative graphics
 - Plan, section, elevation, 3D views (2)

Deliverable:

Report with three canopy concepts and potential budget for each

Note: Lighting, fire sprinkler, etc. to be provided on a square footage cost basis

signalarch.com
206.772.4618 | info@signalarch.com



The preferred direction can be used to prepare a fee proposal for full design services (SD-CA), including services provided by others (structural, power, lighting, and basic fire sprinkler design).

Excluded from Fee Proposal

- Engineering (Structural, electrical, fire suppression)
- Third party cost estimating
- Community engagement meetings (can be accommodated hourly if required)

Assumptions:

- Skatepark background drawings and 3D model to be provided by Grindline
- Design and Construction: Grindline Skateparks

Expenses

- Reimbursable expenses are not included within the Architect's proposal and are to be reimbursed directly by the Client plus an additional 15% to cover administration and handling costs.
- Only expenses incurred will be billed to the project by occurrence with backup receipts. Expense costs to be reimbursed by the Client typically include but are not limited to the following: Fees, taxes, levies, presentation material, models, visualizations, 3D walkthroughs, photography, communication, transportation, parking, accommodation, printing, postage and packaging.
- Items excluded from expenses include permit fees and large format printing. These will be direct owner costs.
- Recommended expenses budget for Phase 01: \$200

Hourly Rates

The following hourly rates shall be used to complete this work. **Fees will be applied based on a fixed fee method.** Clients will be notified if work will exceed estimates provided for the tasks proposed. Additional work will be performed only when requested. Hourly rates are subject to annual increases. For fees based on an hourly rate the Architect will provide, when requested, time sheets to substantiate hours claimed.

Principal	\$250 per hour
Project Manager / Project Architect	\$135-\$185 per hour
Design Staff	\$110-135 per hour



City of Anacortes, WA
Design Services for Anacortes Skatepark

Services:**TASK 1-3 DESIGN**

Project Start Up (Kick Off Meeting, Site visit, Community Meeting #1)				\$33,938.90
Principal	8 hrs	\$155.00	\$1,240.00	
Lead Design	14 hrs	\$125.00	\$1,750.00	
Design Associate	2 hrs	\$85.00	\$170.00	
Subconsultant: MacKay Sposito	1 ls	\$4,659.90	\$4,659.90	
Subconsultant: PAE	1 ls	\$1,255.00	\$1,255.00	
Subconsultant: Geotest	1 ls	\$10,972.50	\$10,972.50	
Subconsultant: 360 Survey	1 ls	\$5,649.00	\$5,649.00	
Subconsultant: CNI Locates	1 ls	\$1,050.00	\$1,050.00	
Subconsultant: Transportation Solutions	1 ls	\$7,192.50	\$7,192.50	

Conceptual Design (Design Development, Community Meeting #2)				\$24,393.35
Principal	8 hrs	\$155.00	\$1,240.00	
Lead Design	32 hrs	\$125.00	\$4,000.00	
Design Associate	12 hrs	\$85.00	\$1,020.00	
Subconsultant: MacKay Sposito	1 ls	\$10,633.35	\$10,633.35	
Subconsultant: PAE	1 ls	\$7,500.00	\$7,500.00	

Construction Documents (50%, 95%, 100%, Bid Documents & Specifications)				\$54,983.10
Principal	12 hrs	\$155.00	\$1,860.00	
Lead Design	20 hrs	\$125.00	\$2,500.00	
Design Associate	60 hrs	\$85.00	\$5,100.00	
Subconsultant: MacKay Sposito	1 ls	\$33,728.10	\$33,728.10	
Subconsultant: PAE	1 ls	\$11,795.00	\$11,795.00	

TASK 4 BID ASSISTANCE / CONSTRUCTION OVERSIGHT				\$6,135.00
Principal	5 hrs	\$155.00	\$775.00	
Lead Design	8 hrs	\$125.00	\$1,000.00	
Project Manager/CM	16 hrs	\$85.00	\$1,360.00	
Subconsultant: MacKay Sposito (allowance for RFI,as-builts)	1 ls	\$1,500.00	\$1,500.00	
Subconsultant: PAE (allowance for RFI,as-builts)	1 ls	\$1,500.00	\$1,500.00	

Misc. Expense not to exceed (Travel, Printing, Postage)	1 allow	\$750.00	\$750.00	\$750.00
---	---------	----------	----------	-----------------

Total				\$120,200.35
--------------	--	--	--	---------------------

Optional Services

Irrigation Design			\$	1,958.25
Structural Review			\$	4,400.00
Infiltration Testing			\$	7,350.00
Roof Study			\$	9,975.00





City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 7.f.

Agenda Item Title: Contract Award: Wastewater Treatment Plant Incinerator Expansion Joint and Waste Gas Outlet Duct Replacement #22-034-SEW-001

Staff Contact(s): FRED BUCKENMEYER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Contract Award
TIFFANY MATSON	

Item Summary: Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$312,364.80 to C.H. Murphy/Clark-Ullman, Inc to perform the Incinerator Expansion Joint and Waste Gas Outlet Duct Replacement project at the Wastewater Treatment Plant.

Background:

1. History: The contractor will replace worn and leaking sections of ductwork and expansion joints on the sewage sludge incinerator. This work includes replacing a 180-degree curved section of ductwork upstream of the scrubber system and three expansion joints. The expansion joints and ductwork have worn due to the harsh operating environment and continued use. The contractor will furnish and install refractory lined, heat treated ductwork, expansion joints and associated hardware. The contractor will also coordinate scaffolding and crane services required to move materials in and out of the building and provide safe access to the worksite.

2. Key Terms:

- Total contract price of \$312,364.80
- The contract runs through October 30, 2022.

3. Competitive Bidding: On [August 2, 2021](#) City Council passed [Resolution No. 3047](#) waiving the competitive bidding requirements pursuant to Section 70.95A.090 RCW for the necessary repair to the Wastewater Treatment Plant incinerator.

Budget Impact:

Contractor	C.H. MURPHY/CLARK-ULLMAN, INC
Contract Amount	\$312,364.80
Earmarked Funds	\$450,000
BARS #	440.750.535.89.48
Budget Amendment Required?	No
Start Date	Inception
End Date	10/30/2022

Previous Action: On August 2, 2021 City Council passed [Resolution No. 3047](#) waiving the competitive bidding requirements pursuant to Section 70.95A.090 RCW for the necessary repair to the Wastewater Treatment Plant incinerator.

Recommended Motion: I move that City Council authorize the Mayor to sign contract #22-034-SEW-001 with C.H. Murphy/Clark-Ullman, Inc in the amount of \$312,364.80 to perform the Incinerator Expansion Joint and Waste Gas Outlet Duct Replacement project at the Wastewater Treatment Plant.

Alternative Actions: Not approve the contract

Attachments (listed in order presented):

1. 22-034-SEW-001



CONTRACT 22-034-SEW-001
AGREEMENT WITH
C.H. MURPHY/CLARK-ULLMAN, INC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and C.H. Murphy/Clark-Ullman, Inc, a private contractor at 5565 N Dolphin Street, Portland, OR 97217 (herein after referred to as "Contractor").

PROJECT
**WWTP Incinerator Expansion Joint and
Waste Gas Outlet Duct Replacement**

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the incinerator expansion joint and waste gas outlet duct replacement project at the Anacortes Wastewater Treatment Plant, 500 T Ave, Anacortes, WA 98221, as detailed in Exhibit A which is attached hereto and incorporated by reference.

2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Three Hundred Twelve Thousand Three Hundred Sixty-Four Dollars and Eighty Cents (\$312,364.80)**, which includes \$25,264.80 sales tax at an 8.8% 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 contractor will be retained.

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

4. **Time of Completion:** The Contractor shall complete the work by October 30, 2022.

5. **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.

6. **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:

City of Anacortes

Mayor

Date

Contractor:

C.H. Murphy/Clark-Ullman, Inc

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 inquiries 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. 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.

3. 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.

4. Delivery. Advance coordination of the work shall be made with the Project Manager Becky Fox (360) 299-1501.

5. 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.

6. Job Safety & COVID-19 Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all Washington Dept. of Labor & Industries safety standards, as well as comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

7. 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.

8. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, 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 Public Entity, 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 section shall survive the expiration or termination of this Agreement.

15. 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 Contractor'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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap

liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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 \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations 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.

16. 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.

17. 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, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

18. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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; Indemnification / Hold Harmless; Disputes.

31. 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:
City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547

CONTRACTOR:
C.H. MURPHY/CLARK-ULLMAN, INC
5565 N Dolphin Street
Portland, OR 97217

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



CH Murphy II Clark-Ullman

INDUSTRIAL & COMMERCIAL MECHANICAL CONTRACTOR

5565 N DOLPHIN ST
PORTLAND OR 97217
WWW.CHMCU.COM
800.234.6255

January 3, 2022

Becky Fox
City of Anacortes Wastewater Treatment Plant
500 T. Ave
Anacortes, WA 98221

Email: beckyf@cityofanacortes.org
Office: 360.299.1501

RE: Expansion Joint & Waste Gas Outlet Duct Replacement [Quote No. 2021-279](#)

COVID-19 STATEMENT:

The safety and health of our employees and customer employees is of utmost importance. Due to the Covid-19 pandemic, safety measures and construction methodologies have changed significantly. At this time, we have no way of forecasting the additional costs related to the Covid-19 pandemic compliance measures. Although we have made a best effort attempt to include the costs currently associated with known mitigation protocols, we reserve the right to promptly provide a Change Order for additional unforeseen costs upon encountering pandemic compliance requirements. We will strive to minimize additional costs while maintaining a safe work environment. Project schedules may also be impacted due to changes in construction methodologies, availability of work force, additionally required PPE, and cleaning supplies.

Dear Becky:

Thank you for the opportunity to submit this proposal. We offer supervision, labor, materials, and equipment to complete the following:

Scope of Work

Supply labor, material, and equipment to replace crossover duct and expansion joints.

- Supply and replace (1) 29" scrubber inlet expansion joint assembly per SFP drawing B-53281. Expansion joint at 29" ID x 16" long Inconel construction with carbon steel flanges.
- Supply and replace (1) 22" preheat burner inlet expansion joint assembly per SFP drawing B-53280. Expansion joint at 22" ID x 16" long Inconel construction with carbon steel flanges.
- Supply and replace (1) 36" single expansion joint assembly per SFP drawing D-53279 Rev.1. Expansion joint at 36" ID x 16" long Inconel construction with carbon steel flanges and refractory lined.
- Supply & replace (1) 29" O.D. 180 deg. refractory lined waste gas outlet duct section. From expansion joint to top of venturi scrubber.



CH Murphy || Clark-Ullman

INDUSTRIAL & COMMERCIAL MECHANICAL CONTRACTOR

Supply and install refractory lining inside crossover duct and 36" expansion joint.

- Refractory to be installed in offsite facility
- Refractory to be heat treated and cured out prior to installation.

Additional Items Provided by C H Murphy || Clark-Ullman, Inc.

- (1) 29" ID Inconel expansion joint
- (1) 22" ID Inconel expansion joint
- (1) 36" ID Inconel expansion joint
- (1) 29" I.D. A-36 carbon steel 180 deg. waste gas outlet duct section.
- Crane services for (3) 10-hour days
- Scaffolding services
- Refractory lining & Heat treat Furnace curing of 36" Inconel expansion joint.
- Refractory lining & Heat treat Furnace curing of (1) 29" I.D. 180 deg. Duct section.
- Shipping from Vendor.
- Shipping and transport to and from Refractory install facility to Heat treat facility to customer.
- Custom made gaskets for exchanger plenum.
- Exchanger Plenum Hardware.

Items Provided by City of Anacortes Wastewater Treatment Plant

- Insulation, Painting, Gaskets/Fasteners, Forklift, Electrical, Instrumentation.
- Plant air, water, electricity, restroom facilities, and disposal of all debris.

Time and Material Estimates

Supply & Replace Crossover Duct and Expansion Joints.....	\$252,300.00*
Install Refractory Lining.....	\$34,800.00*

*The price excludes a processing fee of 4% for credit card payments and all applicable taxes.

Timing

- Our price is based on working (5) consecutive 10-hour day shifts only, excluding working Saturday, Sunday, or holidays.
- Material lead time is 12 weeks ARO.
- Project schedule and resource availability to be confirmed at time of order placement.
- Approval of all expansion joint drawings to be required prior to order.



City Council Agenda Bill

Meeting Date: January 24, 2022 **Agenda Item:** 7.g.

Agenda Item Title: Contract Modification: Municipal Broadband Network – 2021 Westside Backbone Expansion #21-094-FBR-001

Staff Contact(s): JAMES LEMBERG , Emily Schuh

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Emily Schuh	Contract Modification
MATT MILLER	

Item Summary: City staff seeks Council consent to issue a contract modification to Robinson Brothers Construction, Inc. (RBC) in the amount of \$537,865.53, increasing the total contract price to \$5,593,169.62, to add work and materials necessary to complete deployment of backbone cables and MSTs in the areas of Anacortes west of Anacopper Mine Road, and to extend the time by which the work must be completed.

Background:

1. **Reason for Contract Change:** City Council approved Contract 21-094-FBR-001 on April 26, 2021. City Council approved Contract 21-094-FBR-001 on April 26, 2021. This modification is comprised of the following:

A. Changes to the contract price schedule

Increases quantities of existing work units

	Place strand for lasting work.....
\$14,588.60	
	Lash fiber optic cable.....
\$17,262.00	
	2-person traffic control crew.....
\$21,168.00	
	Place large equipment cabinet.....
<u>\$11,500.00</u>	

\$64,518.60

Adds new work items for scope added by City

	Replace previously existing undersized vaults.....
\$50,000.00	

\$829.80	Core drilling to penetrate concrete vaults.....
\$142,500.00	Temporary restoration of trenching with cold patch.....
<u>\$2,500.00</u>	Tree trimming.....

\$195,829.80

Adds various contractor-provided materials

\$117,220.27	5/8 minus, EZ Street, 3/4 chips.....
\$54,352.74	5/8 gravel for driveway crossings.....
\$8,517.11	Conduit elbow material.....
\$1,784.74	Miscellaneous material for equipment cabinet placement.....
\$1,176.00	Guy line anchors.....
\$1,768.94	Miscellaneous material for handhole excavations.....
<u>\$2,070.00</u>	Miscellaneous 2-inch conduit.....

\$186,889.80

Adds line lump sum amounts in consideration of unforeseen contractor costs

Additional hotel-days for crew members

<i>3-person u/g crew, 100 days, \$25/day.....</i>	<i>\$7,500</i>
<i>3-person u/g crew, 100 days, \$25/day.....</i>	<i>\$7,500</i>
<i>3-person u/g crew, 100 days, \$25/day.....</i>	<i>\$7,500</i>
<i>Supervisor, 100 days, \$25/day.....</i>	<i>\$2,500</i>
<i>2-person aerial crew, 14 days, \$25/day.....</i>	<i>\$700</i>
<i>1 truck driver, 35 days, \$25/day.....</i>	<i><u>\$875</u></i>

\$26,575.00

Increased cost of asphalt for roadway restoration.....

\$9,784.20

48,921 ft of remaining restoration at \$0.20 per ft

Increased cost of vehicle fuel at \$0.53 per gallon

<i>1-ton pickup, 100 days, 5 gals/day.....</i>	<i>\$265.00</i>
<i>1-ton pickup, 100 days, 5 gals/day.....</i>	<i>\$265.00</i>
<i>1/2-ton pickup, 100 days, 5 gals/day.....</i>	<i>\$265.00</i>
<i>1/2-ton pickup, 100 days, 5 gals/day.....</i>	<i>\$265.00</i>

Dump truck, 100 days, 30 gal/day..... \$1,590.00
Backhoe, 100 days, 25 gals/day..... \$1,325.00
Mini excavator, 100 days, 23 gals/day..... \$1,219.00
Mini excavator, 100 days, 23 gals/day..... \$1,219.00
Sweeper, 100 days, 10 gals/day..... \$530.00
3-yard truck, 100 days, 20 gals/day..... \$1,060.00
10-yard truck, 100 days, 30 gals/day..... \$1,590.00
Vacuum truck, 100 days, 20 gals/day..... \$1,060.00
Bucket, 14 days, 15 gals/day..... \$111.30

\$10,764.30

\$47,123.50

subtotal.....
 \$494,361.70

WA sales

tax..... \$43,503.83

total proposed contract

modification..... \$537,865.53

B. Extends the time by which the work must be completed.

2. History: Council approved Resolution 2013 on May 29, 2018, directing that a business plan be developed for a fiber optic network to provide high-speed internet service to City residents and businesses. Council then approved slightly over \$3.1 million in the 2019-2020 biennial budget for construction and operation of such a fiber optic network in three pilot areas. As early results in the pilot areas were observed and as the cost of constructing and operating the network in the pilot areas proved to be less than \$3.1 million, the Fiber Division was informally allowed to begin extending the network into Aerial Areas 1 through 6. Council approved funds in the City's 2021 budget for continued network deployment. RBC has to date satisfactorily performed the work of deploying backbone cables and MSTs in the pilot areas and additional areas. Since execution of contract 21-094-FBR-001, (a) the quantities of several work items have increased, (b) field conditions have required several new kinds of work items, (c) field conditions have required several different kinds of contractor-provided materials, and (d) the pandemic has directly and indirectly caused cost increases in two significant areas: (1) the hotel portion of per diem expenses for the contractor's workforce, (2) asphalt used in restoring the trenches, and (3) fuel for the contractor's vehicles and equipment.

3. Key Terms:

- Work will be performed for a firm fixed price of \$5,593,169.62.

- Time of Completion extended through 6/1/22.

4. Competitive Bidding: The City entered into a cooperative purchasing agreement with NoaNet 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. On 9/19/17 NoaNet competitively bid the unit prices for Emergency Response and Restoration, Maintenance and Line Extension of OSP Facilities and entered into a contract with RBC.

Budget Impact:

Contractor	Robinson Brothers Construction, Inc.
Original Agreement Amount	\$5,055,304.09
Current Agreement Amount	\$5,055,304.09
Change Per this Modification	\$537,865.53
Total After Modification	\$5,593,169.62
All Mods % of Total Contract Amount	11%
Earmarked Funds	\$9,332,226.00 for 2022
BARS #	001.260.594.32.63
Paid on Contract as of 1/18/22	\$2,737,553.61
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	6/1/22

Previous Action: [Interlocal 263](#) for Cooperative Purchasing with NoaNet was approved on [6/4/18](#). Council approved [Resolution 2013](#) at the [May 29, 2018](#) meeting. Contract [21-094-FBR-001](#) with RBC was approved at the [4/26/21](#) meeting. Modification 01 was discussed at the [1/10/22](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Robinson Brothers Construction, Inc., under Contract 21-094-FBR-001, in the amount of \$537,865.53, increasing the total contract price to \$5,593,169.62, and extending the time by which the work must be completed.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 21-094-FBR-001 Mod 01
2. Fiber Mod Slides



**Contract Number 21-094-FBR-001
MODIFICATION 01**

Date January 24, 2022
Page 1 of 1 Pages

Project Title **Municipal Broadband Network – 2021 Westside Backbone Expansion**
Prime Contractor **Robinson Brothers Construction, Inc.**

BACKGROUND

This modification is issued in accordance with GC-17, Changes In Work in order to (i) add quantities to several existing work units, (ii) add unit price "adders" to several existing work units, and (iii) extend the time by which the work must be completed. Therefore, the Contract price will increase from \$5,055,304.09 by \$537,865.53 to \$5,593,169.62 to provide an equitable price adjustment in consideration of changes in Work as described below under Article 1.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work: the first sentence is deleted in its entirety and replaced with the following:

"The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the deployment of aerial & underground infrastructure and fusion splicing of optical fibers for 2021 Westside Backbone Expansion, in accordance with and as described in Exhibit A-1."

Article 2. Contract Price: The first sentence is deleted in its entirety and replaced with the following:

"The work performed under this Agreement shall be compensated by Unit Price for each of the categories in Exhibit A-1, for a total contract value of **Five Million Five-Hundred Ninety-Three Thousand One Hundred Sixty-Nine Dollars and Sixty-Two Cents (\$5,593,169.62)**, which includes \$452,388.72 in 8.8% sales tax."

Article 4. Time of Completion: The paragraph is hereby deleted and replaced with the following:

"The Contractor shall complete work according to the following milestone timelines:

MILESTONE	MUST START BY	MUST BE SUBSTANTIALLY COMPLETED BY
Start of work	2 weeks after Notice To Proceed	n/a
Completion of work	n/a	May 1, 2022
Final punch list work	n/a	June 1, 2022

All other terms of the contract remain unchanged.

CITY OF ANACORTES

By _____
Matt Miller, Mayor

Date _____

ROBINSON BROTHERS CONSTRUCTION, INC.

By _____

Title _____

Date _____

Original Agreement Amount	\$5,055,304.09
Current Agreement Amount	\$5,055,304.09
Change Per this Modification	\$537,865.53
Total After Modification	\$5,593,169.62

Exhibit A-1
Contract 21-094-FBR-001, Contract Modification 01

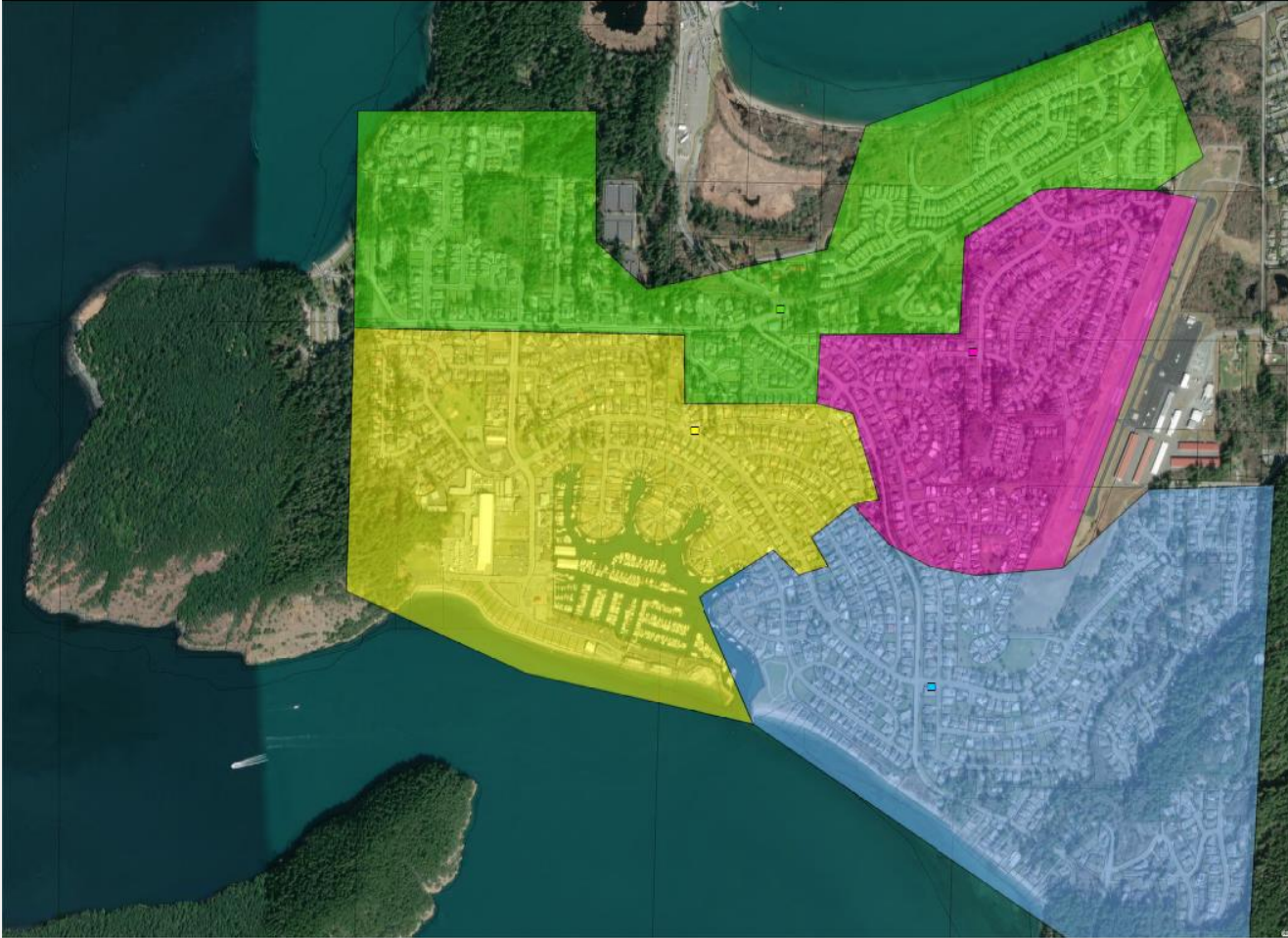
CONSTRUCTION SERVICES					
Qty	Unit of Measure	Unit code	Description	Unit Price	TOTAL
24,216	Per Strand Foot	ALS	Lash fiber optic cable	\$1.40	\$33,902.40
12	Per Anchor	APA	Anchor placement, new	\$210.00	\$2,520.00
18,104	Per Strand Foot	APS	Place strand & overhead guys	\$1.55	\$28,061.20
3	Per Attachment	APT	Pole transfer, straight	\$150.00	\$450.00
5	Per Location	ARM 1	Place new or transfer fiberglass arm	\$115.50	\$577.50
13	Each	ARR	Place new riser up to 4 inch diameter	\$238.35	\$3,098.55
94,270	Lineal Foot	BCD	Pull fiber cable through duct	\$1.05	\$98,983.50
410	Lineal Foot	BDB	Directional bore up to a 2-inch diameter hole	\$32.00	\$13,120.00
6,200	Lineal Foot	BHP	Hand trenching	\$13.65	\$84,630.00
60	Each	BMDC	Micro-duct breakout - 3-ft x 1-ft cut; includes coupler install & cap	\$300.00	\$18,000.00
8,100	Square Foot	BRC	Concrete remove & restore - <i>sidewalk panel replacement</i>	\$18.90	\$153,090.00
tdb	Square Foot	BRCA	Concrete remove & restore, ADA sidewalk compliant	cost + 15%	\$0.00
105,000	Lineal Foot	BTMD	Trench in roadway, place microduct	\$24.70	\$2,593,500.00
105,000	Lineal Foot	BTMDR	Restoration of trench in roadway	\$8.00	\$840,000.00
323	Each	BVMD	Handhole placement, drop	\$300.00	\$96,900.00
42	Each	BVML	Handhole placement, large	\$750.00	\$31,500.00
573	Each	BVMS	Handhole placement, small	\$550.00	\$315,150.00
20	Each	C/O HH	Change out small handhole for large handhole	\$2,500.00	\$50,000.00
9	Each	CSFOD 1	Core drill, building or wall penetration, concrete	\$92.20	\$829.80
379	Each	MST	Install multi-port service terminal	\$374.85	\$142,068.15
3	Each	SBB	Place splitter cabinet with bollards	\$2,654.00	\$7,962.00
59	Each	SCC	Placement of new fiber optic closure	\$532.00	\$31,388.00
3	Each Closure	SPC	Splice closure prep an/or re-entry	\$399.00	\$1,197.00
1,200	Each Splice	SPF 3	Splice and test fiber, 49 and above	\$43.74	\$52,488.00
25	Each Closure	SPR	Ring cut or mid-entry prep	\$731.50	\$18,287.50
620	Crew-hour	TRA	Traffic control, 2-man crew	\$151.20	\$93,744.00
4	Each	n/a	Place bollard	\$400.00	\$1,600.00
1	Each	n/a	Place large active cabinet	\$11,500.00	\$11,500.00
15,000	Lineal Foot	n/a	3-man Crew truck & tools prepping for "cold patch"	\$9.50	\$142,500.00
10	Each	n/a	Tree trimming	\$250.00	\$2,500.00
1	Each	n/a	Consideration for Contractor's unforeseen per diem costs	\$26,575.00	\$26,575.00
1	Each	n/a	Consideration for Contractor's unforeseen asphalt costs	\$9,784.20	\$9,784.20
1	Each	n/a	Consideration for Contractor's unforeseen equipment fuel costs	\$10,764.30	\$10,764.30
			Subtotal, Construction Services		\$4,916,671.10

CONTRACTOR-PROVIDED MATERIALS

Qty	Unit of Measure	Unit code	Description	Unit Price	TOTAL
20,578	Each	n/a	Aerial Material Hardware	\$0.50	\$10,289.00
tbd	Ton	n/a	Asphalt for restoration of trench in roadway beyond 3-inch cover	\$333.00	\$0.00
97,684	Each	CPM13	Other, Specify 5/8 minus, EZ Street, 3/4 chips	\$1.20	\$117,220.27
45,294	Each	CPM15	5/8" gravel, compacted through driveway crossings	\$1.20	\$54,352.74
7,098	Each	Elbows	Elbow material for conduit	\$1.20	\$8,517.11
1,487	Each	n/a	Miscellaneous material for remote cabinet site	\$1.20	\$1,784.74
12	Each	CPM17	Anchor material	\$98.00	\$1,176.00
1,474.12	Each	CPM18	Miscellaneous material for handhole excavation	\$1.20	\$1,768.94
4	Each	n/a	Bollard	\$287.00	\$1,148.00
1,035	Foot	n/a	Miscellaneous conduit, 2-inch	\$2.00	\$2,070.00
59	Each	n/a	Splice Case	\$437.00	\$25,783.00
			Subtotal, Contractor-provided Materials		<u>\$224,109.80</u>
			Subtotal, Construction Services & Contractor-provided Materials		\$5,140,780.90
			Washington sales tax, 8.8%		<u>\$452,388.72</u>
			TOTAL		<u>\$5,593,169.62</u>



2021 Westside Backbone Expansion CONTRACT 21-094-FBR-001, Contract Modification 01



Robinson Brothers Construction

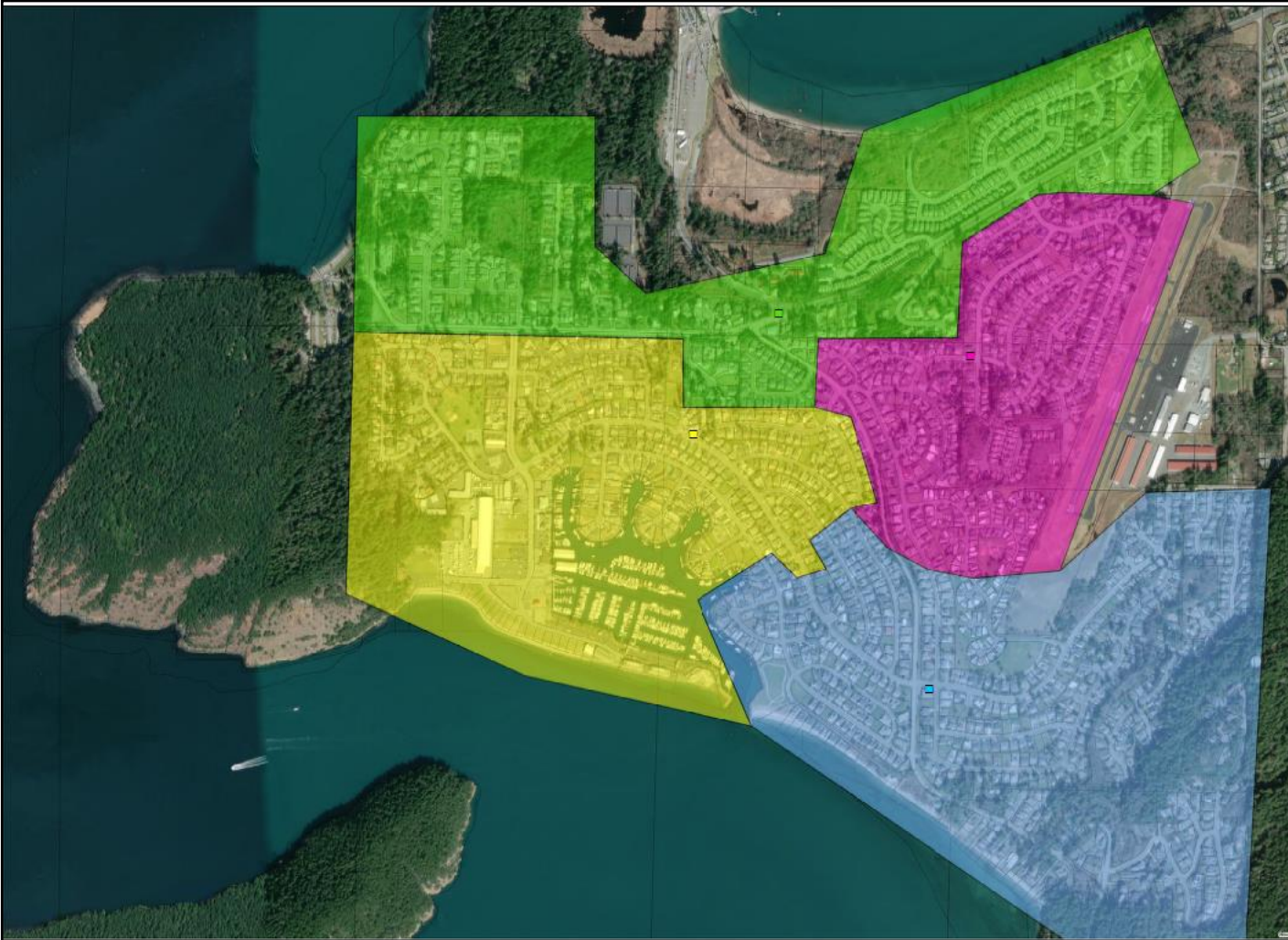
- **Original Contract**
\$5,055,304.09
- **Contract Modification 01**
\$537,865.53

Passes 2300 premises **30% of the City's fiber project**

- **105,000 feet of trenching & conduit placement**
- **938 vaults**
- **379 multi port service terminals**



2021 Westside Backbone Expansion CONTRACT 21-094-FBR-001, Contract Modification 01

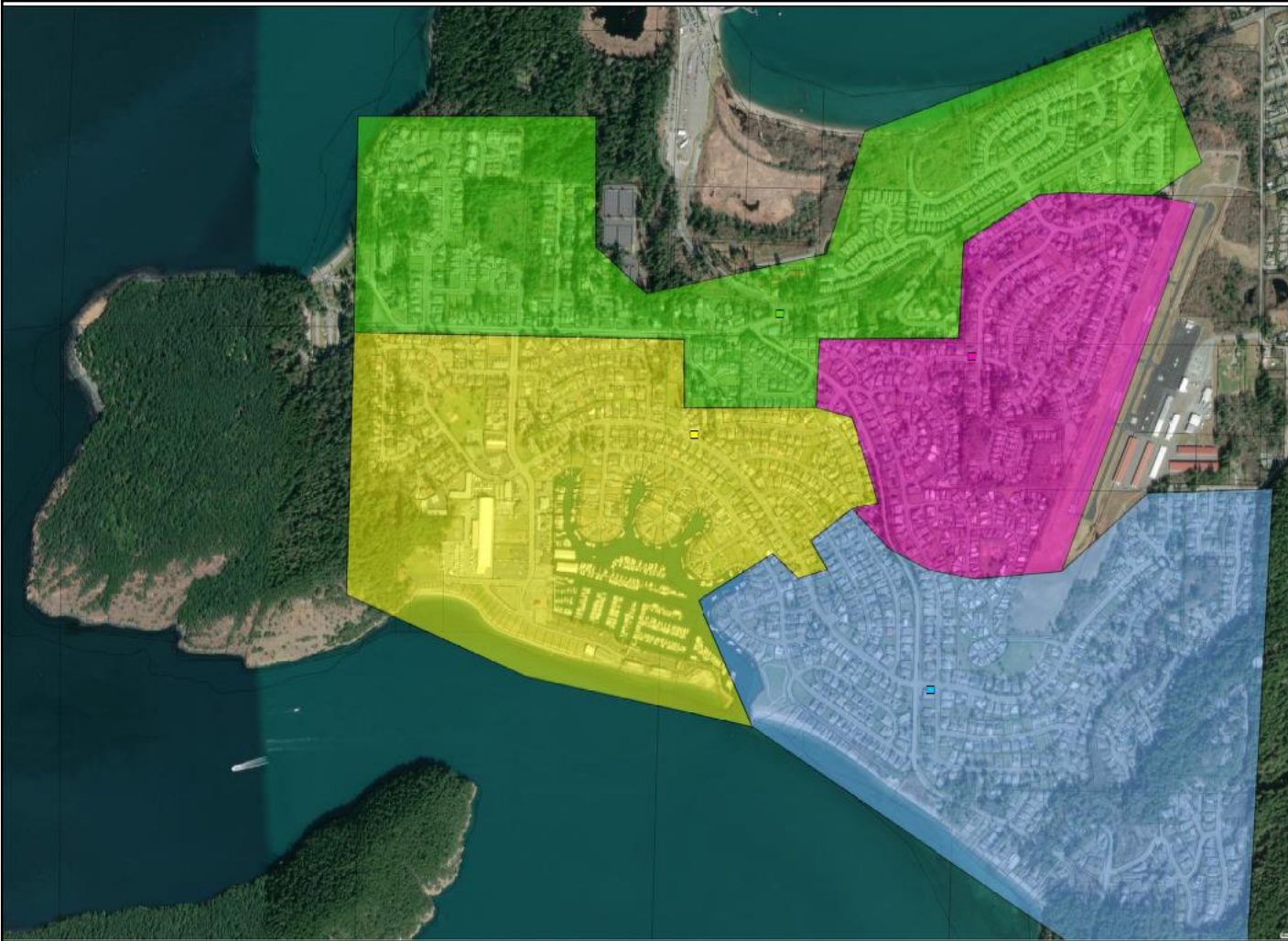


Why is a contract modification necessary?

- Increases in quantities of existing work units
- Addition of new work scope as directed by the City
- Addition of Contractor-provided materials
- Unforeseen Contractor costs
 - Additional hotel expenses
 - Asphalt material cost inflation for roadway restoration
 - Fuel inflation
- Additional time necessary to complete project



2021 Westside Backbone Expansion CONTRACT 21-094-FBR-001, Contract Modification 01



Current Status

- 740 orders received
- 32.1% take rate
- 106 in service, 24 partial installs

Construction Status

- 58% of trenching & vault placement complete
- Securing easements on private streets
- Averaging 2000 feet of trenching per week
- Projected completion June 2022