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- 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](#) ****

**February 14, 2022
6:00 PM**

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session**
 - a. Potential Litigation or Litigation per RCW 42.30.110(1)(i) (15 minutes) (Discussion)
 - b. Partial Settlement Agreement between Evergreen Islands and the City of Anacortes in the Growth Management Hearings Board Appeal of the City's Critical Area Ordinance in Case 21-2-0002C (Action)
4. **Announcements and Committee Reports**
 - a. Finance Committee
 - b. Housing Affordability and Community Services Committee
 - c. Planning Committee
5. **Public Comment**
6. **Consent Agenda**
 - a. Minutes of February 7, 2022 (Action)
 - b. Approval of claims in the amount of \$522,542.65 (Action)
 - c. Contract Award: Whites Addition Block 2 – Public Right-Of-Way Construction #14-040-STM-001 (Action)
7. **Other Business**
 - a. * Access Anacortes Fiber Internet Update (Discussion)
 - b. * Outfall Project Contracting Update (Discussion)

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.

- c. * Letter to Skagit County regarding Fully Contained Communities (Discussion/Possible Action)
 - d. Contract Award: 2022 Waterline Replacements #22-040-WTR-001 (Discussion/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.*

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Anacortes City Council Minutes - February 7, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of February 7, 2022 at 6:00 p.m. Councilmembers Jeremy Carter, Christine Cleland-McGrath and Carolyn Moulton were present. Councilmembers Ryan Walters, Bruce McDougall and Amanda Hubik participated in the meeting remotely via Zoom. Councilmember Anthony Young was absent.

Mr. Carter moved, seconded by Mr. McDougall, to excuse the absence of Mr. Young. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller reported on COVID-19 case statistics and vaccination progress in Washington.

Mayor Miller reported that the Anacortes Water Treatment Plant had recently received the State Department of Health Treatment Optimization Award.

Housing Affordability and Community Services Committee: Ms. Cleland-McGrath reported from the Committee meeting held the previous Thursday. The topics discussed included a presentation from Friendship House and preparation of the Housing Action Plan.

Fiber Committee: Mr. McDougall reported from the Committee meeting held January 27, 2022. The topics discussed included the official award of the EDA grant to fund construction east of A Avenue in the next year, construction costs, current take rates which are far exceeding the business plan, and total customer count of over 1000 in service to date.

Public Safety Committee: Ms. Cleland-McGrath reported from the Committee meeting held the previous week. The Fire Department staff reported on staff vacancies, SAFER grant applications, the Guemes boat, and Station 3. The Police Department reported on the legislative session, staff openings, services to homeless citizens, and the success of the School Resource Officer program.

Port/City Liaison Committee: Ms. Hubik reported from the Committee meeting held the previous week. The topics discussed included the Maritime Strategic Plan, mutual access and assistance, and the 2nd Street agreement.

Public Works Committee: Ms. Moulton reported from the Committee meeting held earlier in the evening. The topics discussed included decommissioning of the former water treatment plant, the 10-year update of the Water System Plan, and the wastewater outfall replacement project.

Public Comment

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

Barbara Nitis, Public Information Officer for the Small Business Administration Office of Disaster Assistance, invited the public to apply for FEMA assistance for businesses and residents affected by the November floods. Ms. Nitis distributed fact sheets that were added to the packet materials for the meeting.

Dan O'Donnell, 328 North 3rd, La Conner, spoke in opposition to the recent water rate reconciliation. Mr. O'Donnell shared a number of slides in support of his position. The Mayor indicated that staff would review the allocations.

Consent Agenda

Ms. Moulton removed Items 5c and 5d from the 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 24, 2022
- b. Approval of claims in the amount of \$1,657,437.20
The following vouchers/checks were approved for payment:
EFT numbers: 102320 through 102388, total \$858,627.33
Check numbers: 102389 through 102425, total \$99,357.82
Wire transfer numbers: 297611 through 298371, total \$702,702.83

Consent Agenda 5c: Contract Award: 2022 Chevy Silverado 2500 Service Body Truck #22-046-ERR-001

Ms. Moulton observed that the staff had selected the bid that was lower by \$91. She said Ms. Swetnam said there is an RCW that allows considering sales tax impacts when making purchasing decisions. Ms. Moulton asked if the contract could be evaluated in that light before Council took action. Fleet and Operations Manager Wil Ludemann noted that the sales tax only affected Item 5c, not 5d. Council declined to act on Item 5c pending further review by staff.

At the end of the meeting, Mr. Walters requested unanimous consent to reconsider this agenda item, advising that the RCW in question would not apply to this case. RYAN WALTERS moved, seconded by CAROLYN MOULTON, to approve Consent Agenda Item 5c. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Consent Agenda 5d: Contract Award: 2022 Chevy MD 5500 Truck with Service Body #22-047-ERR-001

CAROLYN MOULTON moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve Consent Agenda Item 5d. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

PUBLIC HEARINGS

2nd Street Right of Way Use Agreement with the Port of Anacortes

City Attorney Darcy Swetnam recapped this agreement that had been considered by Council on December 20, 2021. Ms. Swetnam's slide presentation was added to the packet materials for this agenda item. She advised that on January 6, 2022 the Port of Anacortes Commissioners reviewed and approved the agreement.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council. Mayor Miller closed the public hearing.

The Council declined to take any further action subsequent to its December 20, 2021 vote.

Resolution 3072: Reaffirming Ordinance 4008 and confirming the 6 month duration of the interim regulations therein concerning the development of daycare in the R4 Use Zone as a permitted use and adopting a work plan

Planning Director Don Measamer introduced Resolution 3072 reaffirming Ordinance 4008 and confirming the 6 month duration of the interim regulations therein concerning the development of daycare in the R4 Use Zone as a permitted use and adopting a work plan. Mr. Measamer briefly summarized the work plan as presented in the packet materials for this agenda item.

CAROLYN MOULTON moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve Resolution 3072 as presented. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

OTHER BUSINESS

Contract Award: Fire Station Planning and Design Services - Phase 1 #21-134-AFD -001

Assistant Fire Chief Jack Kennedy requested City Council consent to award a contract in the amount of \$126,546.00 to TCA Architecture Planning Inc. to perform Phase 1 of the Fire Station Planning and Design Services. Chief Kennedy provided an overview of the selection process and the scope of work. His slide presentation was added to the packet materials for the meeting. Chief Kennedy responded to councilmember questions about the contract and the project overall.

RYAN WALTERS moved, seconded by Amanda Hubik, to authorize the Mayor to sign contract 21-134-AFD-001 with TCA Architecture Planning Inc. in the amount of \$126,546.00 to perform the Fire Station Planning and Design Services - Phase 1. Vote: Ayes - JEREMY CARTER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, Amanda Hubik. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:10 p.m. the Anacortes City Council meeting of February 7, 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 February 14, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
298756	2/20/2021	3234711	ZOLL MEDICAL CORPORATION	ELECTRODES	\$ 77.87	medic
298146	10/4/2021	845192082	THOMSON REUTERS - WEST	2022 WA COURT RULES FOR PROSECUTOR	\$ 727.86	legal
298501	11/29/2021	0138295-IN	SWS EQUIPMENT	BENT SECTION, METAL BARREL SENSOR- #304	\$ 734.86	dshop
298891	11/30/2021	448	WIDENER & ASSOCIATES	FEMA FUNDING FOR OUTFALL PROJECT	\$ 2,683.20	pw1
298770	12/3/2021	810409	USA BLUE BOOK	DPD POWDER PILLOW, PH ELECTRODE FILL, CHLORINE STANDARD, NITRIL GOVES, CALCIUM S	\$ 442.75	dwtpt
298486	12/13/2021	19706	SEASIDE AUTO BODY	DEDUCTIBLE FOR REPAIRS- #188	\$ 1,000.00	dshop
298766	12/16/2021	822931	USA BLUE BOOK	NITRILE GLOVES X 12	\$ 521.32	dwtpt
298878	12/20/2021	12/20/2021	WESTERN DISPLAY FIREWORKS, LTD	FOURTH OF JULY FIREWORKS 2022 - DEPOSIT	\$ 7,500.00	parks1
298675	12/21/2021	WAANA138759	FASTENAL COMPANY	OPERATING SUPPLIES- STREET DEPT	\$ 30.37	dshop
298873	12/22/2021	1000173408-1	EBSCO INFORMATION SERVICES	EBSCO DATABASE PACKAGE	\$ 4,854.00	publib
298672	12/28/2021	1614	ANACORTES ROTARY CLUB	MEMBERSHIP 1/1 - 6/30 - 2022	\$ 170.00	medic
298888	12/31/2021	10328	DALTON, OLMSTED & FUGLEVAND	WWTP OUTFALL PRE-DESIGN - DECEMBER 2021	\$ 17,213.75	dwtpt
298880	12/31/2021	43098	DIMENSIONAL COMMUNICATIONS INC	CHANNEL 10 UPGRADE CASTUS VIDEO SERVER	\$ 15,487.88	pw1
298886	12/31/2021	SIN008244	INDUSTRIAL SOFTWARE SOLUTIONS	WONDERWARE SUPPORT AGREEMENT 2022	\$ 15,873.56	dwtpt
298425	1/4/2022	19734	SEASIDE AUTO BODY	DEDUCTIBLE FOR REPAIRS- #187	\$ 1,000.00	dshop
298650	1/5/2022	0533781	EBSCO INFORMATION SERVICES	EBSCO MAGAZINE SUBSCRIPTIONS	\$ 2,564.04	publib
298895	1/7/2022	IN0295987	TECHNICAL SAFETY SERVICES LLC	ANNUAL WWTP LAB BALANCE, FUME HOOD CALIBRATION AND SERVICE	\$ 467.17	dwtpt
297782	1/13/2022	192398	SKAGIT PUBLISHING LLC	NOTICE OF PUBLIC HEARING - 2ND STREET ROW USE AGREEMENT	\$ 142.10	legal
298853	1/19/2022	PSWO0144559	N C POWER SYSTEMS CO	WWTP BATTERY CHARGER #7-912	\$ 3,602.42	dshop
298143	1/20/2022	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 12/17-1/19/22	\$ 2,444.23	publib
298877	1/20/2022	9325204528	GRAYBAR ELECTRIC COMPANY, INC	SPLICE CASES	\$ 9,263.23	fiber
298867	1/24/2022	19766	SEASIDE AUTO BODY	REPAIRS- #102	\$ 938.73	dshop
298741	1/25/2022	22-0339	IMS ALLIANCE	PASSPORT NAMETAGS	\$ 155.86	medic
298545	1/26/2022	51585	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL	\$ 121.27	dshop
298412	1/26/2022	18032	SKAGIT PUBLISHING LLC	PUBLISH AA-193900	\$ 44.66	finance
298413	1/26/2022	18033	SKAGIT PUBLISHING LLC	PUBLISH AA-194317	\$ 194.88	finance
298414	1/26/2022	18034	SKAGIT PUBLISHING LLC	PUBLISH AA-194332	\$ 129.92	finance
298761	1/26/2022	9898262727	VERIZON WIRELESS	WTP SCADA 12/27-1/26/22	\$ 516.34	dwtpt
298570	1/27/2022	287786	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; DECEMBER 2021	\$ 110.00	apd

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298544	1/27/2022	51586	KRIEG CONSTRUCTION, INC	ASPHALT/CONCRETE DISPOSAL	\$ 92.49	dshop
298740	1/28/2022	BC1536573	GALLS, LLC.	UNIFORM NAMETAGS - FRAZIER	\$ 78.23	medic
298745	1/28/2022	1172514	LIFE ASSIST, INC	I-GEL O2 RESUS PACK, EXAM GLOVES,	\$ 695.40	medic
298652	1/28/2022	66471	LUCAS HOLDINGS, LLC	STUDENT LIBRARY CARDS ASD	\$ 383.95	publib
298890	1/28/2022	P0001-63	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - DECEMBER 2021	\$ 140.00	dwwtp
298654	1/28/2022	9898325467	VERIZON WIRELESS	City Cell Phones 12/29-1/28/22	\$ 11,310.62	finance
298573	1/28/2022	360-299-0813-1017915	ZIPLY FIBER	WWTP 1/28-2/27/22	\$ 308.82	dwwtp
298655	1/28/2022	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 1/28-2/27/22	\$ 56.21	publib
298746	1/28/2022	360-293-9063-0926075	ZIPLY FIBER	STA 3 WIFI - 1/28 - 2/27/22	\$ 87.30	medic
298863	1/31/2022	315875	A WORKSAFE SERVICE INC	PRE-EMPLOYMENT DRUG TESTING	\$ 110.00	hr
298852	1/31/2022	390	BUBBA SUDZ CAR WASH, INC.	JANUARY CAR WASHES- 6	\$ 60.00	dshop
298896	1/31/2022	FB-1825	CITY OF MOUNT VERNON	DARK FIBER	\$ 350.00	fiber
298550	1/31/2022	#INV110575	DAVENPORT GROUP, INC.	DOMAIN CONTROLLERS	\$ 5,657.60	infosys
298641	1/31/2022	2022-BA0020257	DEPARTMENT OF ECOLOGY	BIOSOLIDS ANNUAL PERMIT FEE	\$ 1,011.45	dwwtp
298572	1/31/2022	020328804	GALLS, LLC.	UNIFORM SHIRTS; NEW HIRE DANIEL	\$ 234.79	apd
298893	1/31/2022	9325345282	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC PATCH CABLES	\$ 9,138.93	fiber
298638	1/31/2022	206189	INFOSEND, INC.	JANUARY 2022 PROCESSING	\$ 3,614.24	finance
298639	1/31/2022	185713	LAKESIDE INDUSTRIES, INC.	ROCK- STREET DEPT	\$ 378.91	dshop
298738	1/31/2022	0-053-392-234	MOSES PITTIS	REIMBURSEMENT FOR DRIVING ABSTRACT	\$ 13.00	medic
298656	1/31/2022	IN944416	NOANET	FIBER NTKW DESIGN & ENGINEERING	\$ 14,475.52	fiber
298657	1/31/2022	IN944417	NOANET	FIBER NTKW DESIGN & ENGINEERING - GUEMES VIEW	\$ 2,195.23	fiber
298658	1/31/2022	IN944463	NOANET	FIBER NTKW DESIGN & ENGINEERING	\$ 13,208.46	fiber
298864	1/31/2022	28941	ORCA INFORMATION, INC	BACKGROUND CHECKS	\$ 252.00	hr
298865	1/31/2022	39698	PACIFIC SECURITY	SECURITY DETAIL JANUARY 2022	\$ 630.00	court
298643	1/31/2022	10429	PETDATA, INC	PETDATA LICENSING FEES JAN	\$ 1,142.40	finance
298548	1/31/2022	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/30/21- 1/28/2022	\$ 81.46	dshop
298549	1/31/2022	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/03/21- 01/03/2022	\$ 12,837.11	dshop
298553	1/31/2022	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/09- 01/07/22	\$ 111.58	dshop
298554	1/31/2022	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS 12/30-1/28/22	\$ 396.03	dshop
298408	1/31/2022	022593	REECE, STORMIE	DEPOT CLEANING FOR JANUARY	\$ 770.00	parks1
298423	1/31/2022	CL38763	REISNER DISTRIBUTOR INC	VEHICLE FUEL - JAN 2022	\$ 28,315.01	finance
298562	1/31/2022	INV00696548	SMARSH, INC	TEXT ARCHIVING PLATFORM 1/1-1/31/22	\$ 104.13	infosys
298671	1/31/2022	2010118	UTILITIES UNDERGROUND LOCATION	JANUARY LOCATE TICKETS	\$ 292.83	dshop
298628	2/1/2022	315119	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 196.39	pwfac
298629	2/1/2022	315113	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 814.29	pwfac
298630	2/1/2022	314772A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 206.64	pwfac

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
298754	2/1/2022	190-1840-00	CITY OF ANACORTES	WWTP 1/1-1/31/22	\$ 6,524.41	dwwtp
298775	2/1/2022	052-0010-00	CITY OF ANACORTES	OPS 1/1 - 1/31/22	\$ 1,538.29	dshop
298883	2/1/2022	63452	COMMERCIAL FIRE PROTECTION INC	TEGRIS FIRE DEFICIENCY REPAIR FOR WET/ DRY SPRINKLER SYSTEMS - WWTP	\$ 1,968.02	pw1
298751	2/1/2022	WAANA139499	FASTENAL COMPANY	WORK GLOVES, FIRE GLOVES, BATTERIES,	\$ 287.45	medic
298571	2/1/2022	020341489	GALLS, LLC.	UNIFORM VEST; CSO LINDQUIST	\$ 877.17	apd
298665	2/1/2022	9198496839	GRAINGER	WATER PRESSURE REGULATOR VALVE	\$ 353.10	dwwtp
298674	2/1/2022	AFD 21	ISLAND HOSPITAL	ADDITIONAL CHARGES FOR NOV, DEC	\$ 1,474.65	medic
298637	2/1/2022	1912898	MILES SAND & GRAVEL CO.	5/8" CSTC	\$ 339.44	dshop
298407	2/1/2022	250051	NAPA	MASKING TAPE	\$ 28.92	dshop
298748	2/1/2022	2326	OAB ENGINEERING, LLC	STA 3 INTERNET - FEBRUARY	\$ 85.00	medic
298647	2/1/2022	1000194102	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY (2-1 TO 2-28 2022)	\$ 379.03	publib
298551	2/1/2022	220025931985	PUGET SOUND ENERGY INC	STREET LIGHTS: 01/04 - 02/01/22	\$ 7.77	dshop
298772	2/1/2022	200012505505	PUGET SOUND ENERGY INC	WTP ELECTRICITY 1/1-1/31/22	\$ 81,219.46	dwwtp
298875	2/1/2022	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 1/4-2/1/22	\$ 9.82	publib
298876	2/1/2022	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 1/4-2/1/22	\$ 20.53	publib
298555	2/1/2022	5063773425	RICOH USA, INC	S/N C86111692 ENG 11/1-1/31/22	\$ 22.59	finance
298556	2/1/2022	5063774168	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 11/1-1/31/22	\$ 816.92	publib
298557	2/1/2022	5063774189	RICOH USA, INC	S/N C86152062 HR COPIES 1/1-1/31/22	\$ 13.23	finance
298558	2/1/2022	5063774378	RICOH USA, INC	S/N C86180481 PARKS 11/1-1/31/22	\$ 10.14	parks1
298560	2/1/2022	5063774487	RICOH USA, INC	S/N C86078755 LIBRARY FL2 ADMIN COPIER 11/1-1/31/22	\$ 14.99	publib
298568	2/1/2022	5063773996	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE 11/1-1/31/22	\$ 162.31	apd
298569	2/1/2022	5063773899	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 1/1-1/31/22	\$ 25.68	apd
298749	2/1/2022	INV14526	SEAWESTERN, INC.	PARTICULATE BLOCKING FIRE HOODS	\$ 2,278.92	medic
298213	2/1/2022	FEBRUARY	SKAGIT LAW GROUP, PLLC	PROSECUTING ATTORNEY SERVICES FEBRUARY 2022	\$ 6,560.00	legal
298399	2/1/2022	130644	VENTEK INTERNATIONAL	FEBRUARY SERVER HOSTING AND CELL CARRIER	\$ 135.00	parks1
298636	2/1/2022	1394565-0043-8	WASTE MANAGEMENT	JANUARY 2022 CONTRACTED SERVICES	\$ 125,667.86	finance
298762	2/1/2022	2344979-0043-6	WASTE MANAGEMENT	TRASH, RECYCLING PICKUP 1/1-1/31/22	\$ 163.63	dwwtp
298753	2/1/2022	360-293-0045-0223175	ZIPLY FIBER	STA 1 BACK-UP LINES 2/1-2/28/22	\$ 152.84	medic
298767	2/2/2022	287987	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; JAN 2022	\$ 110.00	apd
298663	2/2/2022	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 2/9-3/8/22	\$ 185.14	fiber
298422	2/2/2022	463138	DOG WASTE DEPOT	PARKS DOG WASTE BAGS	\$ 7,274.52	parks1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
298410	2/2/2022	21-125-TRN-0011	KAMPS PAINTING CO., INC	RETAINAGE RELEASE	\$ 937.30	pw1
298406	2/2/2022	21-192-WTR-0011	LOUIS NUTTER SR	RETAINAGE RELEASE	\$ 3,500.00	pw1
298670	2/2/2022	1913016	MILES SAND & GRAVEL CO.	5/8" CSTC ROCK	\$ 254.58	dshop
298755	2/2/2022	0278873-IN	REISNER DISTRIBUTOR INC	WTP OIL AND GREASE	\$ 8,167.39	dwtp
298899	2/2/2022	13091R-3	SPUNSTRAND, INC	PARTS TO FIX HYPO TANK	\$ 4,534.05	dwtp
298411	2/2/2022	1978	THE CLEAN TEAM	LTAC PUBLIC RESTROOM MAINTENANCE	\$ 1,800.00	plan
298404	2/2/2022	21-053-TRN-0011	TIGER CONSTRUCTION LTD	RETAINAGE RELEASE	\$ 7,734.96	pw1
298871	2/2/2022	49820487	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 4,552.76	dwtp
298662	2/2/2022	20INV000074382	WASTEQUIP, LLC	1.5 YARD DUMPSTER ORDER	\$ 7,767.24	pw1
298868	2/2/2022	35389	WESTERN SYSTEMS REFUSE &	SLIDE CYLINDER, HUTZ GRIPPER, CAM FOLLOWER- #551	\$ 1,296.90	dshop
298631	2/3/2022	312783	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 684.92	pwfac
298632	2/3/2022	315113A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 449.29	pwfac
298633	2/3/2022	315156	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 68.95	pwfac
298634	2/3/2022	315388	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 58.47	pwfac
298635	2/3/2022	315441	BAY CITY SUPPLY	COVID SUPPLIES HAND SANITIZER	\$ 301.43	pwfac
298768	2/3/2022	02066950	GALLS, LLC.	UNIFORM VEST CARRIER; NEW HIRE DANIEL	\$ 320.96	apd
298739	2/3/2022	0-053-544-303	GORDON, COLE	REIMBURSEMENT FOR DRIVING ABSTRACT	\$ 13.39	medic
298752	2/3/2022	1174691	LIFE ASSIST, INC	N95 MASKS, PRESSURE INFUSION BAGS	\$ 949.61	medic
298627	2/3/2022	53120	MT BAKER OVERHEAD DOORS INC	GARAGE DOOR REPLACEMNT FOR THE CEMETARY	\$ 3,503.36	pwfac
298566	2/3/2022	2021Q4-117	SKAGIT COUNTY INFORMATION	2021 QTR 4- SPILLMAN	\$ 7,344.58	apd
298763	2/3/2022	867949	USA BLUE BOOK	CA610 TUBING SET	\$ 86.55	dwtp
298559	2/3/2022	114898	WALTON BEVERAGE COMPANY, INC	OPS BREAK ROOM SUPPLIES	\$ 108.75	dshop
298667	2/3/2022	114897	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 106.50	medic
298874	2/3/2022	114902	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 92.50	dwtp
298854	2/4/2022	633	BLUE COW CARWASH	CAR WASHES- 4TH QTR	\$ 150.00	dshop
298673	2/4/2022	06-0122ANCTWQAP	CONFLUENCE ENGINEERING GROUP L	ANACORTES WATER QUALITY ASSESSMENT PROJECT - 1/1 - 2/3/22	\$ 6,273.00	dwtp
298669	2/4/2022	Q283038	CORE & MAIN LP	1X3 / 4X14 U-BRANCH	\$ 3,082.58	wdist
298882	2/4/2022	9325420553	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE	\$ 2,220.54	fiber
298668	2/4/2022	250425	NAPA	ELECTRICAL TAPE	\$ 65.19	dshop
298759	2/4/2022	197873	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 2/9/22-3/8/22	\$ 67.65	pw1
298646	2/4/2022	E 202202040100	SIMPLIFILE, LC	RECORDING FEES FOR MANNING REVOCABLE TRUST FIBER EASEMENT	\$ 218.38	fiber
298747	2/4/2022	20220216	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING JAN 2022	\$ 3,917.00	finance
298885	2/4/2022	WAFLJ00970222	ZIPLY FIBER	POLE ATTACHMENT FEE	\$ 85.10	fiber
298870	2/6/2022	15020	ANACORTES CHAMBER OF COMMERCE	ANNUAL DUES	\$ 585.00	execc
298661	2/6/2022	21-224-ERR-0011	N C POWER SYSTEMS CO	RETAINAGE RELEASE	\$ 453.64	pw1
298758	2/6/2022	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 1/7-2/7/2022	\$ 127.68	plan

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
298760	2/6/2022	220021901958	PUGET SOUND ENERGY INC	2200 SKYLINE TSUNAMI WARNING 1/7-2/4/22	\$ 10.89	dwwtp
298764	2/6/2022	220013286491	PUGET SOUND ENERGY INC	APD 1/7-2/4/22	\$ 2,102.99	apd
298866	2/6/2022	220015523313	PUGET SOUND ENERGY INC	501 Q AVENUE1/7- 2/4/2022	\$ 84.79	dshop
298855	2/7/2022	915	LAW OFFICE OF CARA LORENZO	PUB DEF CONF	\$ 120.00	court
298856	2/7/2022	914	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 105.00	court
298858	2/7/2022	913	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 105.00	court
298859	2/7/2022	912	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 22.50	court
298860	2/7/2022	911	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 82.50	court
298861	2/7/2022	916	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 75.00	court
298757	2/7/2022	RefundMarrs	MARRS, DALE	CEMETERY REFUND	\$ 57.00	parks1
298897	2/7/2022	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 1/8-2/5/22	\$ 14.96	plan
298872	2/8/2022	02200 C	DEPARTMENT OF HEALTH	WTP ANNUAL OPERATING PERMIT FEE, OPERATOR CERT SYSTEM FEE	\$ 10,411.70	dwwtp

Total **\$522,542.65**



City Council Agenda Bill

Meeting Date: February 14, 2022 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: Whites Addition Block 2 – Public Right-Of-Way Construction #14-040-STM-001

Staff Contact(s): FRED BUCKENMEYER, STEVE LANGE

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$46,857.98 to Welch Brothers Construction to perform the Whites Addition Block 2 – Public Right-Of-Way Construction. The work provided for the construction of the remainder of the Public Right-of-Way, including storm conveyance, storm structure and asphalt paving.

Background:

1. **History:** Landed Gentry is in the process of constructing 10 town home and a duplex in this block. The conditions require them to pave 1/2 of the Public Alleyway. This alley has been a Public Works project since 2014. The sheet flow runoff from this alley way enters R Avenue and freezes in the sidewalk and curb during winter weather conditions. Additionally sheet flows onto adjacent properties. Gentry's project and this work by the City will help this.
2. **Key Terms:**
 - Contract is for a fixed price of \$46,857.98.
 - All work shall be completed within 30 calendar days from the Notice to Proceed.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352, the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Welch Brothers Construction.

Budget Impact:

Contractor	Welch Brothers Construction
Contract Amount	\$46,857.98

Earmarked Funds	\$250,000 in bars #
BARS #	445.770.594.31.60
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	30 days

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 14-040-STM-001 with Welch Brothers Construction in the amount of \$46,857.98 to perform the Whites Addition Block 2 – Public Right-Of-Way Construction.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 14-040-STM-001



CONTRACT 14-040-STM-001
AGREEMENT WITH
WELCH BROTHERS CONSTRUCTION

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Welch Brothers Construction, a private contractor at 8957 Stevenson Road, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
Whites Addition Block 2 –
Public Right-Of-Way Construction

1. **Scope of Work:** Contractor shall furnish all materials, equipment, labor, and related items necessary to construct the remainder of the Public Right-of-Way at the Whites Addition Block 2, including storm conveyance, storm structure and asphalt paving, as directed by the Project Manager. Work is detailed in Plan Sheet C3/C6 and subject to the 2018 City of Anacortes Engineering Standards, both of which are hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Forty-Six Thousand Eight Hundred Fifty-Seven Dollars and Ninety-Eight Cents (\$46,857.98)**, which includes \$3,789.98 in 8.8% sales tax, as detailed in Exhibit A, which is hereby incorporated by reference and made a part hereof. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work within thirty (30) calendar days after Notice to Proceed.
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, Exhibit A, Plan Sheet C3/C6, and the incorporated by reference 2018 City of Anacortes Engineering Standards, 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:

Welch Brothers Construction

Date

Contractor License #

1. WASHINGTON STATE PREVAILING WAGES

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

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

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

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

2. 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 Steve Lange (360) 299-1983.

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
Anacortes, WA 98221

CONTRACTOR:

Welch Brothers Construction
Mike Welch
8957 Stevenson Road
Anacortes, WA 98221

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).

CONTRACT 14-040-STM-001

EXHIBIT A

1/12/2022 4:46:19PM



WELCH BROTHERS CONSTRUCTION INC.

PO BOX 818 ANACORTES WA. 98221

Contact: Mike Welch
Phone: 360-293-9848 office / 360-333-3040 cell
Fax: 360-299-9158

Quote To: CITY OF ANACORTES
STEVE LANG

Job Name: 32 STREET ALLEY REGRADE AND STOR
Date of Plans: 3/10/15 SKETCH
CITY OF ANACORTES SKETCH
STEVE LANG/ ERIC SHARBECK

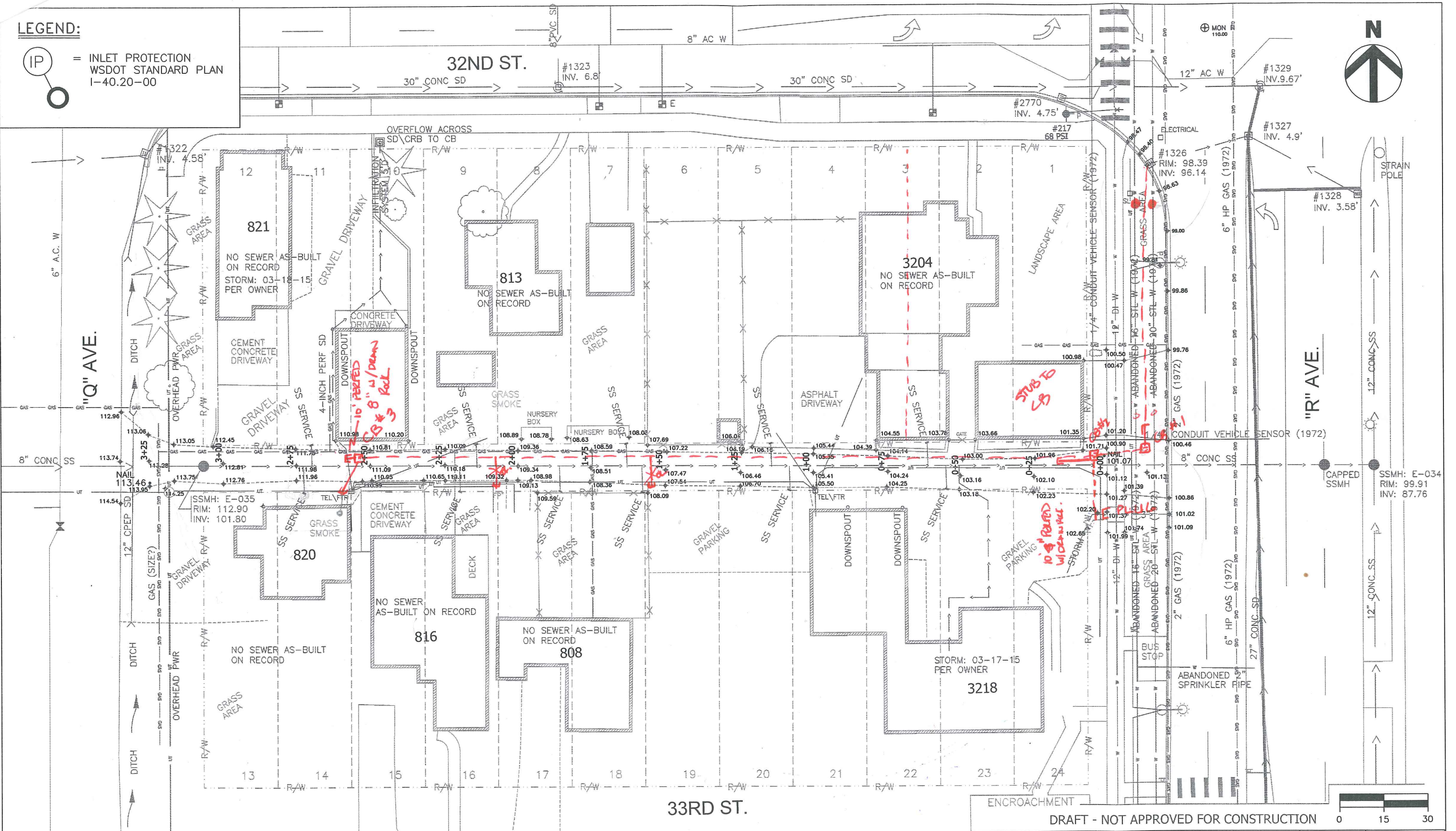
Phone: 360-293-1921
EMAIL: stevel@cityofanacortes.org

INCLUDES 8.8% SALES TAX

ITEM	DESCRIPTION	QUANTITY	UNIT		
* 1000	MOB / DEMOB	1.00	LS		
* 1500	TRAFFIC CONTROL	1.00	DAY		
* 5100	12" STORM WITH SELECT BACKFILL HAUL SPOILS	95.00	LF		
* 5101	8 INCH PERF WITH DRIAN ROCK HAUL SPOILS	10.00	LF		
* 5120	6 INCH SERVICE SELECT BACKFILL HAUL SPOILS	10.00	LF		
* 5200	TYPE 1 CATCH BASIN	1.00	EA		
* 5300	PLACE 2" HMA 3" CSTC	1.00	LS		
* 5303	REGRADE EXISTING SUBGRADE	1.00	LS		

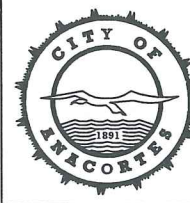
PRE-TAX GRAND TOTAL	\$43,068.00
TAX	\$3,789.98
GRAND TOTAL	\$46,857.98

IP = INLET PROTECTION
WSDOT STANDARD PLAN
I-40.20-00



1				PROJECT NUMBER:	PW-14-040-STM
2				DATE:	03-10-2015
3				DRAWN BY:	STEVEN LANGE
4				CHECKED BY:	ERIC SHJARBACK, PE
NO:	DATE:	BY:	DESCRIPTION:	DRAWING NAME:	C3-14-040-STM.DWG

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



CITY OF ANACORTES
BLOCK 2 - WHITES FIRST
ADDITION STORM PROJECT

CONTRACT # PW-14-040-STM

SITE PLAN WITH EROSION CONTROL PLAN



SHEET:
C3
C6
SCALE:
1" = 30'



February 2022

GPON CUSTOMER COUNT & REVENUE

Month	In Service	Static IPv4 Address	Internet Service Revenue	Static IPv4 Revenue	GPON Revenue	Other Revenue	MONTHLY REVENUE
Jan-21	524	31	\$ 33,616.00	\$ 411.00	\$ 34,027.00	\$ 2,023.25	\$ 36,050.25
Feb-21	575	34	\$ 36,445.00	\$ 449.00	\$ 36,894.00	\$ 2,023.25	\$ 38,917.25
Mar-21	624	31	\$ 38,906.00	\$ 400.00	\$ 39,306.00	\$ 2,023.25	\$ 41,329.25
Apr-21	698	34	\$ 43,962.00	\$ 438.00	\$ 44,400.00	\$ 2,023.25	\$ 46,423.25
May-21	720	35	\$ 45,200.00	\$ 447.00	\$ 45,647.00	\$ 2,023.25	\$ 47,670.25
Jun-21	772	39	\$ 48,868.00	\$ 494.00	\$ 49,362.00	\$ 2,023.25	\$ 51,385.25
Jul-21	808	39	\$ 50,902.00	\$ 494.00	\$ 51,396.00	\$ 2,023.25	\$ 53,419.25
Aug-21	830	39	\$ 52,320.00	\$ 494.00	\$ 52,814.00	\$ 2,023.25	\$ 54,837.25
Sep-21	863	39	\$ 54,507.00	\$ 494.00	\$ 55,001.00	\$ 2,023.25	\$ 57,024.25
Oct-21	888	39	\$ 55,822.00	\$505.00	\$ 56,327.00	\$ 2,023.25	\$ 58,350.25
Nov-21	900	39	\$ 57,017.00	\$505.00	\$ 57,522.00	\$ 2,023.25	\$ 59,545.25
Dec-21	976	39	\$ 60,909.00	\$505.00	\$ 61,414.00	\$ 2,023.25	\$ 63,437.25
Jan-22	1002	39	\$ 62,858.00	\$505.00	\$ 63,363.00	\$ 2,023.25	\$ 65,386.25
Feb-22	1092	45	\$ 68,368.00	\$592.00	\$ 68,960.00	\$ 2,023.25	\$ 70,983.25

CUSTOMER ORDERS

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue	Other Customers
100Mbps	315	\$ 12,285.00	100Mbps	42	\$ 3,738.00	\$867.00
100Mbps managed	292	\$ 14,308.00	100Mbps managed	39	\$ 3,861.00	\$1,156.25
1Gbps	201	\$ 13,869.00	1Gbps	45	\$ 6,705.00	
1Gbps managed	144	\$ 11,376.00	1Gbps managed	14	\$ 2,226.00	
One Static IP	4	\$ 36.00	One Static IP	24	\$ 216.00	
Five Static IPs	3	\$ 60.00	Five Static IPs	14	\$ 280.00	
Total:	952	\$ 51,934.00	Total:	140	\$ 17,026.00	
Grand Total		\$ 70,983.25				
	EDA	West End	Guemes View	Ad Hoc Areas	Pilot Area	Total
Potential Customers	1815	2302	872	369	2273	7631
Sign-ups	717	762	189	17	976	2661
Take-Rate	39.5%	33.1%	21.7%	4.6%	42.9%	34.9%
Partial Installs	0	0	0	0	0	0
In-Service	23	147	0	8	914	1092
Percentage of Orders in Service	3.2%	19.3%	0.0%	47.1%	93.6%	

In our current service areas 1746 orders have been received of the potential 4575 customers which equates to 38.2% market share.

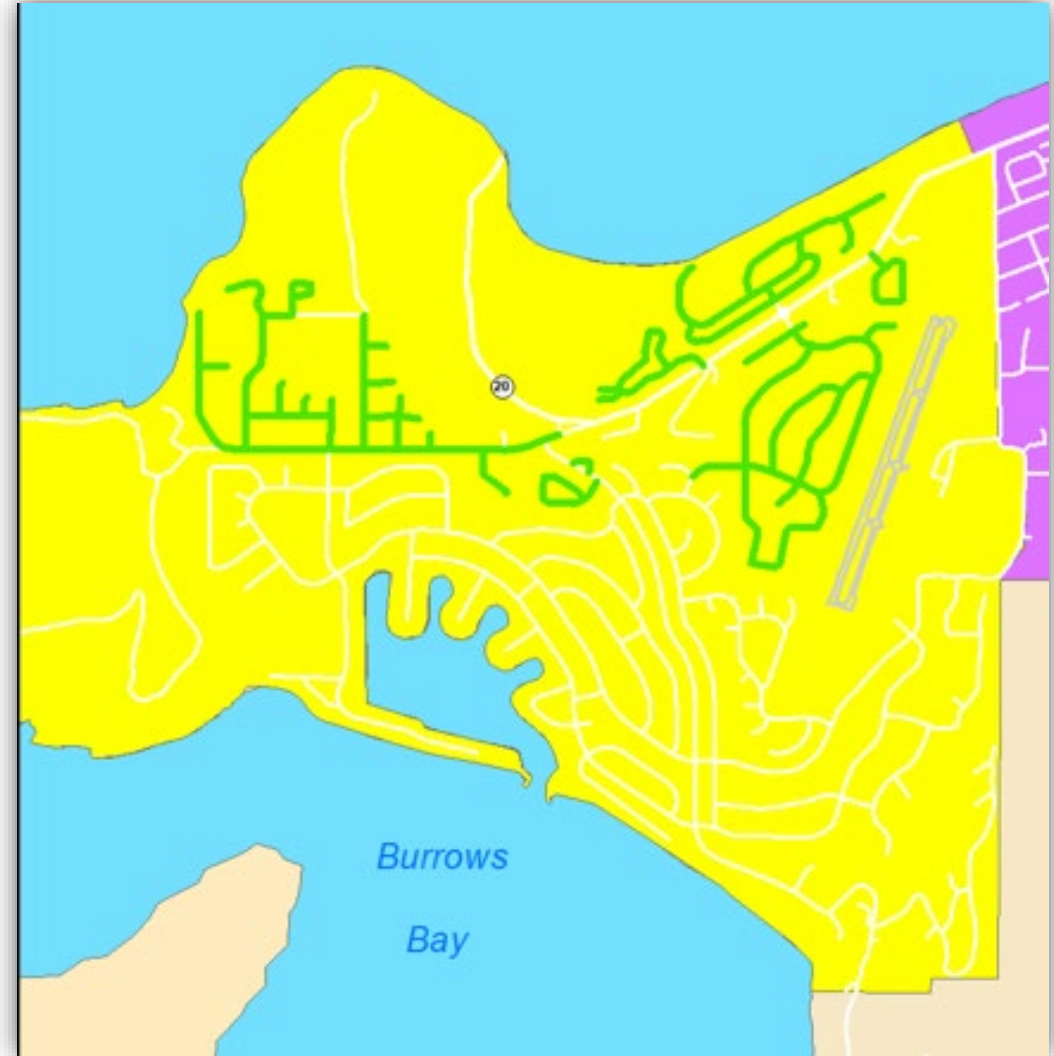
FIBER DIVISION CASHFLOWS

January 1 – December 31, 2021 & January 2022

	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>2021 TOTAL</u>	<u>2022 JAN</u>
REVENUES						
Internet	110,085	136,926	158,286	173,460	578,756	63,506
Dark Fiber	3,468	3,468	3,469	3,469	13,875	1,156
Ethernet	2,601	2,601	2,601	2,601	10,404	867
Installation	<u>30,308</u>	<u>11,949</u>	<u>10,344</u>	<u>12,010</u>	<u>64,611</u>	<u>6,801</u>
total revenues	146,462	154,944	174,699	191,540	667,647	72,330
OPERATING EXPENSES	(<u>240,228</u>)	(<u>201,418</u>)	(<u>193,245</u>)	(<u>235,284</u>)	(<u>871,352</u>)	(<u>65,632</u>)
OPERATING CASHFLOW	(<u>93,766</u>)	(<u>46,474</u>)	(<u>18,546</u>)	(<u>43,744</u>)	(<u>203,705</u>)	6,698
CONSTRUCTION EXPENSES						
Backbone &						
Customer installations	(<u>441,873</u>)	(<u>768,857</u>)	(<u>1,807,558</u>)	(<u>2,078,650</u>)	(<u>5,096,938</u>)	(<u>57,283</u>)
Core equipment	(<u>17,286</u>)	(<u>15,960</u>)	(<u>99,062</u>)	(<u>2,995</u>)	(<u>135,303</u>)	(<u>000</u>)
LINE OF CREDIT	<u>0</u>	<u>306,905</u>	<u>0</u>	<u>4,193,393</u>	<u>4,500,298</u>	<u>000</u>
TOTAL CASHFLOW	(<u>552,925</u>)	(<u>524,386</u>)	(<u>1,925,166</u>)	<u>2,068,004</u>	(<u>935,648</u>)	(<u>50,585</u>)

WEST END EXPANSION

- Full installations underway
- Construction underway & number of contractor personnel on site significantly increased
- Securing easements on private streets
- 762 orders received (33.1% take rate)



NETWORK EXPANSION

Area	Pass	Projected Expansion Timeframe	Funding
“West End” West of Anacopper Mine Rd.	2375	Construction continues, partial areas in service. Installations underway.	- Savibank Line of Credit (up to \$4.5M) - American Recovery Plan Act
“EDA Area” East of A Ave. Backfilling current service area	1815	Design complete. Preparing bid for materials and construction. Met with EDA to clarify grant reporting requirements. Continuing to obtain needed easements.	- Economic Development Administration (EDA) grant for \$2.25M - Balance of project to be funded through debt - Investigating federal infrastructure loan options
“Guemes View” (East of Anacopper Mine Rd. to A Ave.)	875	First draft of design complete. Second draft in work. Ordering materials. Preparing bid for construction. Construction and installation in 2022.	- Project to be funded through debt - Investigating federal infrastructure loan options

NETWORK EXPANSION



Fiber Availability

Updated: 2/14/2022



West End

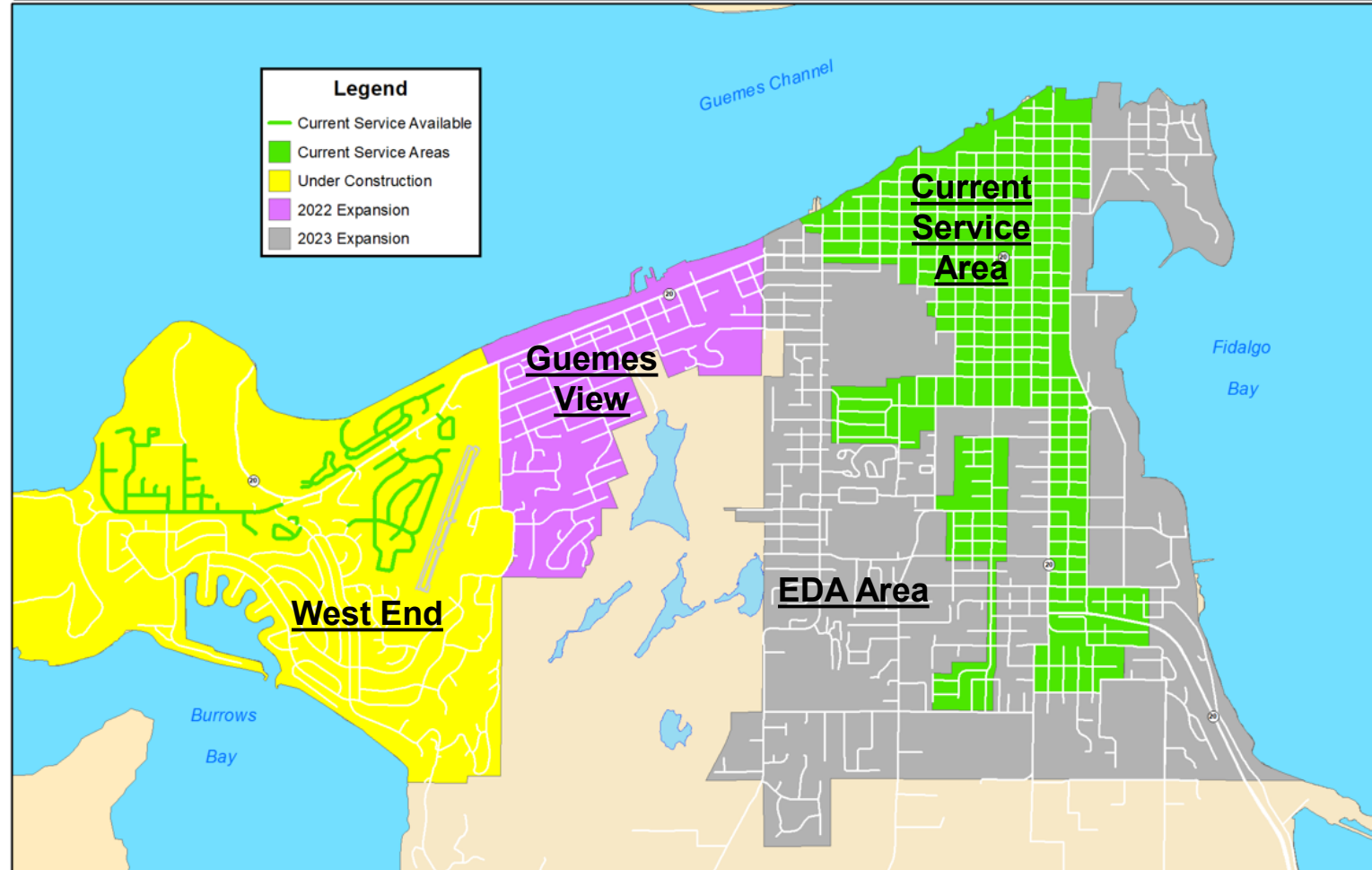
Passes: 2,375
Cost: \$7.225M
Funding: Line of Credit
ARPA

EDA Area

Passes: 1,815
Backbone Cost: \$4.0M
Funding:
EDA \$2.25M
Debt \$1.75M

Guemes View

Passes: 872
Cost: \$3.887M
Funding: Debt



SPECIAL PROJECTS

- ☐ **DAKOTA CREEK INDUSTRIES-
ADDITIONAL SITES**
In service late Feb 2022
3 Dark fiber leases
- ☐ **SWINOMISH LINKS**
1st Qtr. 2022
Business class internet
- ☐ **WESTERN WASHINGTON UNIVERSITY –
SHANNON POINT MARINE CENTER**
Early 2022
Business class internet
- ☐ **ISLAND HOSPITAL- ADDITIONAL SITE**
Early 2022
Dark fiber lease



ANACORTES FIBER INTERNET

We are your City owned and operated municipal fiber network providing high speed fiber internet service to meet your business and residential needs.



CONTINUING ACTIVITY

- *Website updated to include interactive map*
- *In coordination with Legal and Public Works departments, preparing plat and easement documentation for submission to EDA in advance of call for bids for materials and construction*
- *Continuing to work with Legal department on easements in expansion areas with property owners and home owner associations.*
- *Submitted feedback on draft WA State broadband legislation*
- *Regularly meeting with Finance department to plan for financial needs of fiber infrastructure*

- > **Faster Speeds**
- > **Lower Prices**

- > **More Reliable**
- > **Locally Run**

Residential Plans

Month to Month

100 Mbps	\$39/month
1 Gbps	\$69/month
Managed WiFi	\$10/month
Install Fee	\$100

Business Plans

12 Month Contract

100 Mbps	\$89/month
1 Gbps	\$149/month
Managed WiFi	\$10/month
Install Fee	\$100





City Council Agenda Bill

Meeting Date: February 14, 2022 **Agenda Item:** 7.b.

Agenda Item Title: Outfall Project Contracting Update

Staff Contact(s): FRED BUCKENMEYER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
NICOLE TESCH	Discussion
FRED BUCKENMEYER	

Item Summary:

- Project Overview
- Contractor Selection Process
- Contract Award Process
- Permitting Update

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Staff Slide Presentation

Wastewater Outfall Replacement Project Update

**CITY OF ANACORTES
PUBLIC WORKS
DEPARTMENT**



TOPICS

- PROJECT OVERVIEW
- CONTRACTOR SELECTION PROCESS
- CONTRACT AWARD PROCESS
- PERMITTING UPDATE



2 Phases Upland Marine



Marine Construction

17

- ▶ ~ 1000 LF 42" diameter HDPE Pipe
- ▶ 64 Concrete Anchors, 7600 LBs each
- ▶ Fuse pipe and install anchors offsite
- ▶ Dredge/Excavate Nearshore and Landing
- ▶ Float and Tow Pipe to Site
- ▶ Submerge Pipe using Controlled Submergence



MARINE CONSTRUCTION

18

Pipe Installation



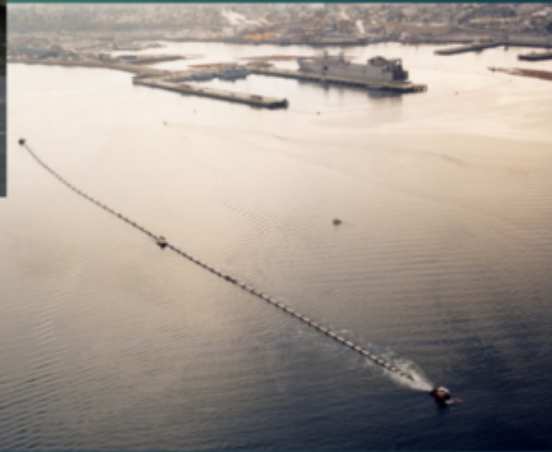
Marine Construction

19



Construction Duration

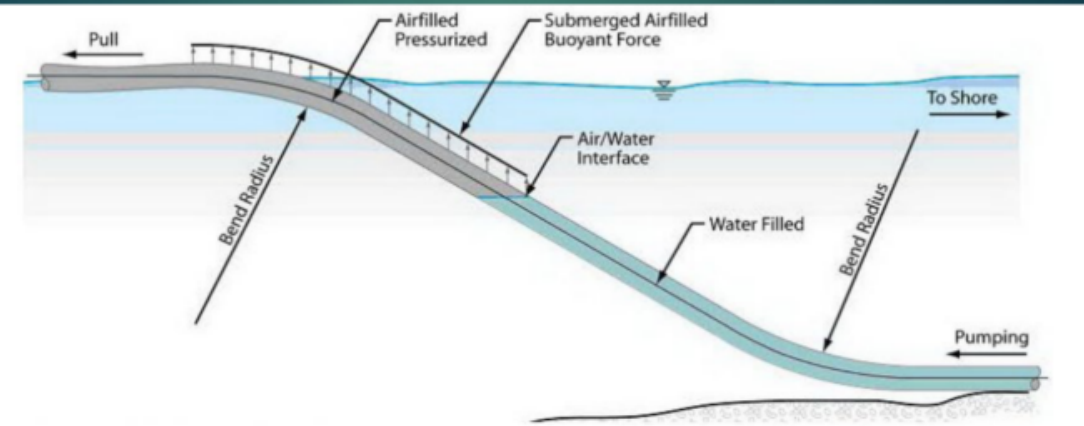
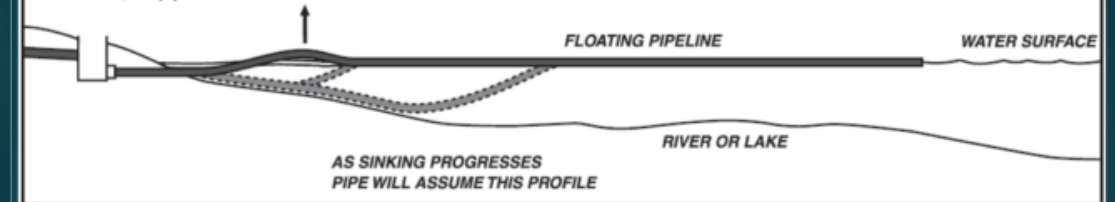
- Upland Site Preparation ~2 weeks
- Sheetpiling & Excavation ~2 weeks
- Install pipeline – 1 day



Controlled Submergence

20

Pipe must be raised above water level to induce "water pocket" and to prevent water from flowing down the pipeline. Once pocket is formed and filled, the pipe can be lowered and allowed to seek its own level.



CONTRACTOR SELECTION MARINE

Marine – Contracting Method

Objectives

- ▶ Qualified Contractor that provides Best Value to City
- ▶ Best Use of City Funds

RCW 70.95A.020 waives the typically required procurement rules and regulations and allows the City to use its sole discretion in the selection of a contractor with the specific skills and qualifications to complete the project.

Method

- ▶ Prequalification – 6 SOQ's Received
- ▶ Priced proposals from Qualified Contractor Teams
- ▶ Select based on combination of Qualifications and Price



- A Request for Qualifications (RFQ) was distributed to 18 firms
- Statements of Qualifications (SOQ's) were received from six contractors
- Of the six contractors submitting SOQ's, four were requested to submit proposals (Request for Proposals)
- Those proposals are due on February 17th, 2022

Contract award Marine portion



- Evaluate and score proposals
- Award contract on March 7th 2022
- Issue a Notice to Proceed [NTP] for materials only
 - Allows the permitting to occur simultaneous to the materials acquisition
- Issue NTP for construction August 1st 2022 to meet the “Fish” window that runs from August 2022 to February 2023

Contract award Marine portion



UPLAND CONSTRUCTION



Blasting



CONTRACTOR SELECTION-

Objectives

- ▶ Qualified Contractor that provides Best Value to City
- ▶ Best Use of City Funds

RCW 70.95A.020 waives the typically required procurement rules and regulations and allows the City to use its sole discretion in the selection of a contractor with the specific skills and qualifications to complete the project.



- Advertise February 2nd, 2022
- Open proposals March 15th, 2022
- Evaluate and score proposals
- Award contract on March 21st, 2022
- ***Rapid turn around***
- Issue a Notice to Proceed [NTP] for materials only
 - Allows the permitting to occur simultaneous to the materials acquisition
- Issue NTP for construction Mid 2022.



CONTRACT AWARD- UPLANDS

Tracking multiple permits from multiple agencies



- NWP 7 Outfall Structures and Associated Intake Structures (USACE) **Pending – Will be issued after we receive concurrence from NOAA and USFW on the Section 7 consultations.**
- Section 7 Consultation (NOAA and USFW) **Pending – Should have BO by the end of February.**
- Section 106 Consultation (SHPO and the local Tribes) **Pending – Should have Tribal buy off by March.**
- Hydraulic Project Approval (WDFW) **Issued 11/5/2021**
- Interlocal Agreement (Port of Anacortes) **Pending -**
- Aquatic Use Authorization (DNR) **Pending -**
- SEPA MDNS (City of Anacortes) **Issued 9/27/21**
- Shoreline Conditional Use (City of Anacortes & Ecology) **Issued 12/20/21**
- Type 4 Shoreline Substantial Development (City of Anacortes) **Issued 12/20/21**
- Operation Permit for Blasting (City of Anacortes) **Pending - Will be obtained by the Upland Contractor before blasting (Expect him to have it by April/May)**
- NPDES Permit (Ecology) **Pending – Should be issued within the next 30 to 60 days**

SUMMARY

UPLAND CONTRACT AWARD

- March 15th open Upland portion proposals
 - This is where it gets tricky.....very quick turnaround
- March 15th city council agenda packet due for Upland
- March 18th We will send out the packet information separately to each council member
- March 21st city council award Upland contract



SUMMARY

**AWARD MARINE CONSTRUCTION
CONTRACT**

MARCH 7TH 2022

**AWARD UPLANDS CONSTRUCTION
CONTRACT**

MARCH 21ST 2022





City Council Agenda Bill

Meeting Date: February 14, 2022 **Agenda Item:** 7.c.

Agenda Item Title: Letter to Skagit County regarding Fully Contained Communities

Staff Contact(s): RYAN WALTERS, CAROLYN MOULTON, CHRISTINE CLELAND-MCGRATH

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
RYAN WALTERS	Motion
DON MEASAMER	

Item Summary:

Summary

Skagit County docketed, then walked back, a proposal to amend its Comprehensive Plan to allow Fully Contained Communities, which has raised objections from many cities, towns, and community groups in Skagit County.

Background

In the [2002 Framework Agreement](#), Skagit County, its cities, and its towns agreed to manage countywide growth issues through the Countywide Planning Policies, with which the County's and cities' and towns' Comprehensive Plans and development regulations must be consistent. Per the Framework Agreement, the County, cities, and towns meet together as the Skagit County "GMA Steering Committee" and amendments to the CPPs must be approved by the GMA Steering Committee. Those decisions must be arrived at by consensus; if consensus among the parties cannot be achieved, then a dispute resolution clause in the Framework Agreement allows a population-weighted super-majority of the parties to approve CPP amendments.

At the time of each [periodic Comprehensive Plan update](#), the GMA Steering Committee agrees on a 20-year population growth forecast and allocates that growth among the various jurisdictions. [Countywide Planning Policy 1](#) sets a target of 80% of the county's projected population growth to occur within cities and towns and their urban growth areas (UGAs). Anacortes and the other cities, towns, and the County last went through this process in 2016 and are next required to complete the process [by June 2025](#).

Growth within cities, towns, and UGAs must be urban growth, i.e., at least four dwelling units per acre. Growth in the unincorporated areas of the County must generally be rural, as the state Growth Management Act generally prohibits urban levels of density outside cities or towns and their UGAs. RCW 36.70A.350 makes an exception to that general rule for a new Fully Contained Community (an "FCC"). An FCC is a UGA not associated with a city or town, allowing for urban levels of residential and commercial development. Notably, GMA does not require a County to allow FCCs and it provides that "New fully contained communities may be approved outside established urban growth areas only if a county reserves a portion of the twenty-year population projection..."

Skagit Partners, LLC, has proposed a new 1200-acre FCC north of Burlington on Rural Resource and Agricultural Natural Resource Land surrounding the Avalon golf course with 3500-8500 new people. Their proposal, in various forms, had been considered for incorporation into the County's [2019](#), 2018, [2017](#), and [2015](#) dockets but denied in each case. In 2016, the County Commissioners sent [a letter to the GMA Steering Committee](#) asking them whether they were interested in revising the countywide growth forecast to allow for fully contained communities in Skagit County. The answer was a clear "no."

But with its [2021 Comprehensive Plan Amendment docket](#), Skagit County reversed course and decided to finally include an FCC [proposal from Skagit Partners](#). (Skagit Partners' proposal also included changes to the the Countywide Planning Policies and the County's development regulations, but those aspects of their proposal was not docketed.) This action was contrary not only to the County's prior approach but the spirit of the Framework Agreement, which provides that "It is incumbent on the GMA Committee to refer issue statements, potential policy determinations and draft policies to the legislative bodies of the member jurisdictions at the earliest possible time to provide a meaningful opportunity for public comment and to solicit input from the member jurisdictions legislative bodies." Those legislative bodies generated several resolutions disapproving of the County's docketing action, including:

- [City of Mount Vernon Resolution 1006](#)
- [City of Sedro-Woolley Resolution 1084-22](#)
- [Town of La Conner Resolution 585](#)

Skagitonians to Preserve Farmland, Skagit Land Trust, a new campaign called "Right Growth, Right Place," and others have asserted opposition to FCCs. Opponents see FCCs as rural sprawl that is counter to the GMA's goals of compact urban development, adequately planned urban services, and protection of agricultural, forestry, and mineral resource lands. The Envision Skagit 2060 project's final report (October 2011) **also** recommended avoiding FCCs in Skagit County.

In response to these resolutions and public outcry, on January 20, the Board of County Commissioners clarified (via [Resolution R20220010](#)) that the FCC proposal is "deferred pending approval by the GMA Steering Committee of any relevant Countywide Planning Policies, population allocation or other necessary approvals as required by the 2002 Framework Agreement."

The Council Planning Committee proposes to send the attached letter to the Board of Commissioners thanking them for their clarification, reiterating our support for putting urban growth into *existing* urban growth areas, and asking that they fully engage with the cities, towns, and the community well in advance of the next periodic GMA update so that we can pursue holistic solutions to our regional housing and growth problems.

Budget Impact:

N/A

Previous Action: None

Recommended Motion: I move to authorize the mayor to send the letter as presented to the Board of Skagit County Commissioners on behalf of the City Council.

Alternative Actions: Revise letter; schedule for further discussion; take no action.

Attachments (listed in order presented):

1. Draft Letter to BOCC
2. FCC Comments
3. Public Comment FCC - Pedersen
4. Public Comment FCC - Rooks
5. Public Comment FCC - EI

Commissioners:

Thank you for your recent action to suspend work on the County's 2021 Comprehensive Plan Amendment docket proposal to permit Fully Contained Communities. We believe the principles of the 2002 Framework Agreement, by which the County and cities engage in countywide planning, are critically important to the collaborative relationships between our governments. Early and continuous participation with the GMA Steering Committee is key to successfully exploring regional planning issues.

As we work to address the critical housing shortage in Skagit County, we must continue our focus on targeting growth within our cities and towns, which has long been recognized by Countywide Planning Policy 1. Concentrating growth in urban areas, while protecting farm and forest and other resource lands, is critical to ensuring a sustainable future. We should be finding ways to build compact, livable cities that encourage people to live and work in those communities, not looking to construct new bedroom communities that would dump more commuters on our highways, would create new impacts and pressures on our resource lands, and would accelerate demands on city services.

Going forward, we encourage a robust and inclusive countywide conversation around housing needs and policies, infrastructure, and human services in advance of our scheduled 2025 periodic update of our Comprehensive Plans. That conversation should build on the recommendations from Envision Skagit 2060 and should include the GMA Steering Committee, the Technical Advisory Committee, and our city councils and interested members of the public. We should not miss this opportunity to thoughtfully chart the future of county growth for the next 20 years and beyond.

Measamer, Don

From: CityClerk
Sent: Monday, February 14, 2022 6:46 AM
To: City Council
Cc: Measamer, Don
Subject: FW: Public Comment Submission

From: noreply@civicclerk.com <noreply@civicclerk.com>
Sent: Sunday, February 13, 2022 10:58 PM
To: CityClerk <cityclerk@cityofanacortes.org>
Cc: kohara564@gmail.com
Subject: Public Comment Submission

Submitted by: Katherine O'Hara
Email Address: kohara564@gmail.com

Commented on event: <https://anacorteswa.civicclerk.com/web/player.aspx?id=675>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Katherine A. O'Hara 4407 Anaco Beach Pl. Anacortes, WA 98221 February 13, 2022 To: Mayor Matt Miller To: Anacortes City Council Members (Jeremy Carter, Amanda Hubik, Bruce McDougall, Christine Cleland-McGrath, Carolyn Moulton, Ryan Walters, Anthony Young) cc: Don Measamer, Director of Planning and Community Development Subject: Please Reject Fully Contained Communities Dear Mayor and City Council Members, I strongly oppose any action that would allow Fully Contained Communities in Skagit County. The reasons for my opposition are well-captured in the agenda bill for this meeting on this topic and supported by the materials developed by the Skagit Land Trust and the Right Growth, Right Place organization. Please do all that you can to stop the Board of the Skagit County Commissioners from evading existing agreements with the County's towns and cities that are intended to govern growth. At a minimum, I support Mayor Miller sending the proposed letter on behalf of the City of Anacortes to the Board of the Skagit County Commissioners. Thank you very much. Sincerely, Katherine O'Hara

Measamer, Don

From: Phyllis Thoreson <pjthor@gmail.com>
Sent: Sunday, February 13, 2022 7:24 PM
To: Hubik, Amanda; Young, Anthony; McDougall, Bruce; Moulton, Carolyn; Measamer, Don; Miller, Matt; ryanw@cityofanacortes.or
Subject: Opposition to FCC's

Matt Miller, Don Measamer, and Council Members:

I want to go on record as adamantly opposing FCC's in Skagit county, not only now but during any future GMA consideration. I support the thoughts expressed in the proposed draft letter to the Skagit County Commissioners dated 2-8-22., and support sending it now. In general the county commissioners should be given a strong message that FCC's are a terrible idea, whether now or at any time in the future.

Thank you,
Phyllis Thoreson
1405 18th Street, Anacortes
(for 27 years)

Measamer, Don

From: CityClerk
Sent: Monday, February 14, 2022 6:46 AM
To: City Council
Cc: Measamer, Don
Subject: FW: Public Comment Submission

From: noreply@civicclerk.com <noreply@civicclerk.com>
Sent: Sunday, February 13, 2022 10:58 PM
To: CityClerk <cityclerk@cityofanacortes.org>
Cc: kohara564@gmail.com
Subject: Public Comment Submission

Submitted by: Katherine O'Hara
Email Address: kohara564@gmail.com

Commented on event: <https://anacorteswa.civicclerk.com/web/player.aspx?id=675>

If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Katherine A. O'Hara 4407 Anaco Beach Pl. Anacortes, WA 98221 February 13, 2022 To: Mayor Matt Miller To: Anacortes City Council Members (Jeremy Carter, Amanda Hubik, Bruce McDougall, Christine Cleland-McGrath, Carolyn Moulton, Ryan Walters, Anthony Young) cc: Don Measamer, Director of Planning and Community Development Subject: Please Reject Fully Contained Communities Dear Mayor and City Council Members, I strongly oppose any action that would allow Fully Contained Communities in Skagit County. The reasons for my opposition are well-captured in the agenda bill for this meeting on this topic and supported by the materials developed by the Skagit Land Trust and the Right Growth, Right Place organization. Please do all that you can to stop the Board of the Skagit County Commissioners from evading existing agreements with the County's towns and cities that are intended to govern growth. At a minimum, I support Mayor Miller sending the proposed letter on behalf of the City of Anacortes to the Board of the Skagit County Commissioners. Thank you very much. Sincerely, Katherine O'Hara

Measamer, Don

From: Deb & Dan Call <debndan91@gmail.com>
Sent: Sunday, February 13, 2022 3:18 PM
To: Miller, Matt; Measamer, Don
Subject: FCC Letter - My personal response
Attachments: Skagit Valley Farmland vs housing development.docx

To whom it may concern,
I've researched the values of preserving the Skagit Valley Farmlands. I have attached my findings.
Retaining the valley's farmlands has endless benefits. Disturbing this rare, rich farm soil to build houses only does one thing - makes the developers fill their pockets with money, then they're gone along with precious never-to-be replaced precious farmland. Please keep development in the cities, not in our precious natural resource that will feed so many for many years to come. A win for all.
Thank you, *Deborah and Dan Call* Anacortes, WA.

Skagit Valley Farmland vs housing development

What makes the Skagit Valley so special is the farmland. The Skagit Valley's fertile soil is a result of thousands of years of the Skagit and Samish rivers flooding their banks and weaving across the valley while depositing nutrient rich soil along the valley floor. "You don't really have to seek out good organic food here, it's pretty easy to come by" John said about the abundance of fresh food from the valley. Today, there are over 200 commercial crops produced within the Skagit Valley, worth nearly \$300,000,000 annually. (WSU 2017 Skagit County Agriculture Stats)

The prosperity and abundance of natural resources attracts people to the Skagit to visit, recreate, and live. "The valley draws people because it's **natural, it's comparatively undeveloped and clean.**" People come to view the bulbs in the spring, pick strawberries in the summer, and view the birds in the winter. **Preserving the valley's agriculture and scenic beauty is at the heart of many organizations, from Skagitonians to Preserve Farmland to the Skagit Land Trust, we are all working together to keep the Skagit Valley a special place.**

The farm-to-table ethos is strong in Skagit County. And it can't happen without our farmland—and our farmers. Those involved wanted to ensure the area's farmland — **declared by the federal government in 1925 as the best in the country** — was not paved over and lost to development, and that agriculture remained viable.

Those efforts led to the founding of the Skagit County Farmland Legacy Program in 1996. In its 25th year, the county-led program has permanently protected about 13,500 acres. Skagit County's Farmland Legacy program celebrates its 25th year of preserving Skagit farmland in 2021. That is about 16% of the roughly 89,000 acres designated as Agricultural-Natural Resource land in Skagit County. Agricultural-Natural Resource landowners can sell their development rights and place their property under a conservation easement. The easement permanently restricts use of the land to farming.

Allen Rozema, executive director of the nonprofit Skagitonians to Preserve Farmland, said the county program is the most active and successful farmland protection program in the state. "It's helping keep farmers on the ground and keeping farmland intact," he said. "It's a tool to keep farms profitable, and a tool to keep land in agricultural production in perpetuity."

Loss of ANY farmland hurts all local farmers because it limits the practice of crop rotation in Skagit County.

The roughly 80 crops grown in Skagit County are rotated from field to field each year to preserve soil quality and prevent disease. In addition to protecting land, the program also serves as a financial tool for farmers, and is a way to keep a farm in the family.

Protecting farmland preserves open space and rural atmosphere, supports food production and the agricultural economy, reduces sprawl, limits development in the floodplain, conserves soil and provides wildlife habitat, the report states.

Skagit County has protected the second-highest number of farmland acres in the state, behind only King County, according to a 2021 report from the American Farmland Trust that looked at farmland conservation programs throughout the country.

Measamer, Don

From: Richard S. Pavelec <rish3@me.com>
Sent: Sunday, February 13, 2022 1:41 PM
To: McDougall, Bruce; Cleland-McGrath, Christine; Hubik, Amanda; Moulton, Carolyn; Carter, Jeremy; Young, Anthony; Walters, Ryan (Anacortes City Council)
Cc: Measamer, Don; Miller, Matt
Subject: NO on FFC's

Please don't let big business LLC'S trash our wonderful rural areas with giant housing complexes!! There has to be a better way and better places to let these developers make money!!!

Sincerely,

Richard S. (Rish) Pavelec
213 V Ave.
Anacortes, Wa. 98221

Measamer, Don

From: Matthias Kerschbaum <cherrytree368@gmail.com>
Sent: Saturday, February 12, 2022 6:08 PM
To: Measamer, Don
Subject: FCC Letter

Dear Mr. Measamer:

I recently received and read a draft of a letter that the City of Anacortes will discuss on February 14. The purpose of this letter is to thank Skagit County Commissioners for the position they recently took on Fully Contained Communities in Skagit County.

I fully agree with the Skagit County Commissioners and with the full support that the City of Anacortes gives, joining with other city and towns of Skagit. Thanks for your supportive action in this matter.

With thanks:

Matt Kerschbaum
1801 9th Street
Anacortes, WA 98221
cherrytree368@gmail.com

Measamer, Don

From: Ernie Hayden <enhayden1321@gmail.com>
Sent: Saturday, February 12, 2022 5:37 PM
To: Miller, Matt; Measamer, Don; Hubik, Amanda; Walters, Ryan (Anacortes City Council); McDougall, Bruce; Cleland-McGrath, Christine; Moulton, Carolyn; Carter, Jeremy; Young, Anthony
Subject: REQUEST: PLEASE VOTE AGAINST FULLY CONTAINED COMMUNITIES (FCCs)

We are Ernie & Ginny Hayden and live at 3938 West 12th Street, Anacortes, Washington, thus, part Anacortes Ward #2.

By means of this letter/email message, we wish to submit personal comments **against** Fully Contained Communities (FCC) being built in Skagit County. Some of our reasons for this objection are listed below:

- It is our opinion that FCC's should not be built in Skagit County and instead our currently existing state and county policies facilitating urban growth be sustained and used.
- The FCC's will change our land use **forever** and thus alter Skagit County's beautiful, rural countryside and put its future in the hands of for-profit developers and not under the auspices of those of us wanting to keep Skagit County beautiful, green, and uncluttered. The FCC's will result in urban sprawl and erosion of our rural and working lands. FCC's shift some of the focus of growth away from cities; however, state law says such growth primarily belongs in the cities and towns.
- The FCC proposal before the Commission assumes a population of roughly 3,500 people to be housed in an FCC. For comparison purposes, we can note that La Conner has a population of just under 1,000 people; Concrete has 860 people. The proposed FCC would house 3.5 times the population of La Conner, or four times the population of Concrete. ***Instead of absorbing new population growth in existing cities and towns, the FCC would create a whole new urban area in the middle of the countryside and this will change the entire rural complexion of our County.***
- An FCC is not part of a city or town. It is designed by private developers, with a phased build-out, to look like a city **without** a corresponding government to provide police, fire, road repair, drainage upgrades, or any of the maintenance and repair services and infrastructure that make a city livable. Without an affiliated city government and taxing authority, the burden of providing those services for FCC's will broadly fall to Skagit County taxpayers and not specifically on those living and benefitting from the infrastructure and services in the FCC. This is unfair and results in taxing individuals and businesses **not** living in the FCC proper.
- According to the *Right Growth, Right Place* campaign, over 700 Skagit County citizens have voiced their opposition to allowing FCC's in the County.
- I agree with Ms. Margery Hite who said on May 3, 2021, that allowing FCC's would take away what makes Skagit County and the individual communities special. "They will destroy the very soul of our county, at the expense of agriculture and forested land," Mr. William Gregory said at the same meeting.

CONCLUSION

As constituents, property owners, and taxpayers in Skagit County, we **STRONGLY** request the Anacortes City Council **REJECT** any attempts to establish Fully Contained Communities and, instead, continue to use and rely on established state and county planning rules and guidelines to minimize urban sprawl and the associated negative impact on our beautiful County's rural character.

Sincerely,

Measamer, Don

From: Therese Ogle <oglefounds@aol.com>
Sent: Saturday, February 12, 2022 1:06 PM
To: Walters, Ryan (Anacortes City Council); Cleland-McGrath, Christine; Carter, Jeremy
Cc: Miller, Matt; Measamer, Don
Subject: No to FCCs

As a voting resident of Anacortes, I want to encourage you to proceed with a letter to the County Commissioners, reflecting Anacortes' position opposing development of "Fully Contained Communities" in our rural Skagit County. As you know there is significant community opposition to these developments, which threaten both precious farmland and our rural ecosystem. Thank you.

*Therese Ogle
3401 West 7th Place
Anacortes, WA 98221*

206-353-7696

Measamer, Don

From: Susan Rooks <sgr@susangrooks.com>
Sent: Saturday, February 12, 2022 9:14 AM
To: Young, Anthony; Walters, Ryan (Anacortes City Council); Cleland-McGrath, Christine; Moulton, Carolyn; McDougall, Bruce; Hubik, Amanda; Carter, Jeremy
Cc: Miller, Matt; Measamer, Don
Subject: Proposed resolution

Date: February 12, 2022
To: Members of the City Council;
Cc: Mayor Miller, Planning Director Measamer
Fm: Hal and Susan Rooks
Re: Fully Contained Communities

We are writing in support of the resolution to be considered during the Monday, February 14, 2022, City Council meeting that recommends Skagit County follow the 2002 Framework Agreement and collaborate with local city and town governments on planning issues.

We believe that growth should be concentrated within our towns and cities, per the Growth Management Act, and not sprawl into rural areas. Our farmland, forests, coasts, and waterways must be safeguarded to ensure a sustainable future.

Sincerely,

Hal and Susan Rooks

Measamer, Don

From: Jane Brandt <vjbrandt@hotmail.com>
Sent: Saturday, February 12, 2022 8:18 AM
To: City Council
Cc: Miller, Matt; Measamer, Don
Subject: Letter to Skagit County regarding Fully Contained Communities

Dear City Council members,

I urge you to vote in favor of authorizing the Mayor to send the proposed letter to the Skagit County Commissioners, thanking them for suspending work on the County's 2021 Comprehensive Plan Amendment docket proposal to permit Fully Contained Communities, and the proposed plan for going forward. It is important to move forward enlisting the governments of the County and the cities to address the inevitable growth of the area, while protecting the farmlands and wild areas. The letter to the Commissioners lays out a positive plan to address present and future growth in Skagit County.

Sincerely
V Jane Brandt
3936 W. 12th Street
Anacortes, WA 98221
Sent from [Mail](#) for Windows

Measamer, Don

From: michael oras <mikeoras@hotmail.com>
Sent: Friday, February 11, 2022 7:22 PM
To: Measamer, Don
Subject: FCC Letter

Dear Mr. Measamer,

I write this email to voice my opposition to any fully funded community here in Skagit County. This type of development would use up valuable farm land, and - though possibly more lucrative for certain people - would take away from our county's character and uniqueness, and with those - its tourist appeal. Skagit County's comprehensive plan has never allowed a fully funded community - and we never should.

Sincerely,

Mike Oras
2209 22nd Street
Anacortes
(360) 602-1404

Measamer, Don

From: Steven H. Johnson <xdoctree@gmail.com>
Sent: Friday, February 11, 2022 4:16 PM
To: Moulton, Carolyn
Cc: Measamer, Don; Miller, Matt
Subject: FCC Letter

Carolyn: I know that you are very knowledgeable about Fully Contained Communities (FCC's) as well as the recent debate and controversy surrounding them. While public opinion did lead to our county commissioners reversing course on their consideration, FCC's do not appear to be off their radar entirely.

I believe that FCC's will create further traffic congestion, urban sprawl, loss of critical area habitat as well as farmland. They will not solve the very real problem of affordable housing and they transfer additional financial burden onto county and city services.

On Monday February 14th, it is my understanding that the Anacortes City Council will consider sending a letter to the County Commissioners that thanks them for suspending their work on FCCs and that encourages the county to work with cities and towns to concentrate growth in urban areas. I certainly support such a letter and hope you and the Council will send it.

Thank you for your time and your excellent service to this community.

Steve Johnson
211 5th Street
Anacortes, WA

Hunt, Marcia

From: Sarah Pedersen <sarahapedersen@gmail.com>
Sent: Monday, February 14, 2022 12:19 PM
To: CityClerk
Subject: February 14th agenda

Thank you so much for addressing the issue of Fully Contained Communities (FCCs) and the appropriate process for their consideration. Your proposed letter to the Skagit County Board of Commissioners addresses succinctly the main issues and I support it enthusiastically.

The issues:

- 1) Established Processes: The Commissioners were incorrect when they decided to docket a proposed amendment to the Comprehensive Plan without going through the Growth Management Act Steering Committee. You are right to thank them for their decision to suspend this process.
- 2) Public Process: The Commissioners were incorrect when they ignored 700+ negative comments versus about five positive comments. All but one of the positive commentators were individuals who would gain direct financial benefit from the approval of FCCs. I would like to note that I read every comment from the May docketing proposal. You recommend a strong public engagement with any growth planning.
- 3) Growth Management Principles: FCCs go against the fundamental objectives of the Growth Management Act. The comprehensive concept is that most growth should be focused on established towns and cities (80%). Natural resource protection, effective public services, efficient public services, aesthetics and climate change reduction are at the core of these GMA principles.
- 4) Strong intergovernmental relations: The urban growth areas are planning for projected growth and have revised their zoning and other restrictions and promoted options for greater density. The construction we see in town, the focus on housing issues for all incomes, and the records for new permits show that these revisions are getting results. The County must let the cities continue to do this work. We have well-established intergovernmental structures that assure that we have a shared vision for the future of Skagit County. Let's continue to do this together.

Thank you for all you do and for helping preserve Skagit Magic by supporting urban rather than rural growth.

Best regards,
Sarah Pedersen
703 St. Mary's Drive
Anacortes WA 98221
360-709-9224

Hunt, Marcia

From: Measamer, Don
Sent: Monday, February 14, 2022 9:48 AM
To: CityClerk
Subject: FW: FCC Letter

FCC Comment



DON MEASAMER
**Director of the Planning, Community &
Economic Development Department**

City of Anacortes

904 6th Street & Q Avenue | Anacortes, WA 98221

p: 360-299-1942

don@cityofanacortes.org | www.anacorteswa.gov

From: Heidi R <cheloniahonu@gmail.com>
Sent: Monday, February 14, 2022 9:42 AM
To: Walters, Ryan (Anacortes City Council) <ryanw@cityofanacortes.org>; Cleland-McGrath, Christine <christinec@cityofanacortes.org>; Carter, Jeremy <jeremyc@cityofanacortes.org>; Hubik, Amanda <amandah@cityofanacortes.org>; McDougall, Bruce <Brucem@cityofanacortes.org>; carolym@cityofanacortes.org; Young, Anthony <anthony@cityofanacortes.org>
Cc: Miller, Matt <mattm@cityofanacortes.org>; Measamer, Don <don@cityofanacortes.org>
Subject: FCC Letter

Anacortes City Council Member,

I encourage sending a letter to Skagit County thanking them for suspending their work on the FCC in the county's rural areas and encouraging the County to work with the cities and towns to concentrate growth in urban areas.

Sincerely,

Harriet (Heidi) Rooks

Hunt, Marcia

From: evergreen.islands@comcast.net
Sent: Monday, February 14, 2022 2:58 PM
To: CityClerk
Cc: Measamer, Don; Grage, Libby; Evergreen Islands; Hubik, Amanda; Young, Anthony; McDougall, Bruce; Moulton, Carolyn; Cleland-McGrath, Christine; Carter, Jeremy; Miller, Matt; Walters, Ryan (Anacortes City Council)
Subject: City of Anacortes DRAFT Letter to Skagit County Commissioners
Attachments: County Docketing of FCC Proposal Circumvents Regional Planning Process_20221208.pdf



PO Box 223, Anacortes, WA 98221

February 14, 2022

To: Mayor Miller and Anacortes City Council
Commissioners: Ryan Walters, Christine Cleland-McGrath, Jeremy Carter, Amanda Hubik, Bruce McDougall, Carolyn Moulton, Anthony Young
cc: Don Measamer (Planning Director), Libby Grage (Planning Manager)
Evergreen Islands Board of Directors
Re: City of Anacortes DRAFT Letter to Skagit County Commissioners
Regarding Proposed Fully Contained Communities (FCCs)

Dear Mayor Maxwell and Anacortes City Councilmembers:

As a member of the Right Growth – Right Place coalition, Evergreen Islands wholeheartedly supports the City's proposed letter to the Skagit County Commissioners regarding Skagit County's flawed process for considering its 2021 Comprehensive Plan Amendment, LR20-04, Fully Contained Community Proposal.

In Kirk Johnson's article, "County Docketing of FCC Proposal Circumvents Regional Planning Process", discusses in detail Skagit County's failure to follow past agreements with local governments. Kirk Johnson recently retired from the Skagit County Planning Department, where he served as a Senior Planner - Team Leader for many years. Mr. Johnson's article is attached.

Regards,

A handwritten signature in blue ink, appearing to read "Tom Glade".

Tom Glade, Evergreen Islands Board of Directors

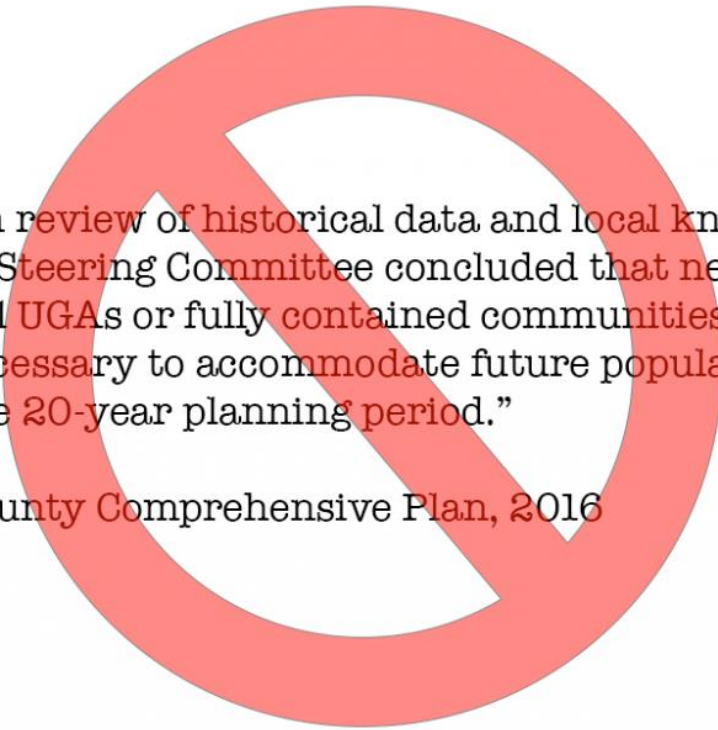
H: (360) 588-8057

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<http://www.evergreenislands.org>

County Docketing of FCC Proposal Circumvents Regional Planning Process

Housing, Land Use, Planning



“Based on review of historical data and local knowledge, the GMA Steering Committee concluded that new non-municipal UGAs or fully contained communities should not be necessary to accommodate future population growth within the 20-year planning period.”

Skagit County Comprehensive Plan, 2016

Ignoring past agreements.

by Kirk Johnson

The decision by the Skagit County Commissioners to docket (or give further consideration to) the Skagit Partners’ proposal to allow fully contained communities has raised a number of questions about the process for making such a consequential growth decision.

These include:

- ☒ Can the county by itself authorize fully contained communities (FCCs)?
- ☒ What is the role of the cities and towns in the decision-making process?
- ☒ Would FCCs conflict with the 20-year growth plans that the county, cities, and towns cooperatively agreed to in the 2016 comprehensive plan update process?

The Regional Planning Process

In Skagit County, decisions regarding urban growth are required to be made by the county in consultation with the cities and towns (which, for simplicity’s sake, will be referred to here as “the cities.”)

But a private developer, Skagit Partners, submitted amendments to the countywide planning policies (CPPs) and the county's comprehensive plan and development regulations to allow the creation of FCCs in Skagit County. Skagit Partners has a long-standing interest in developing an FCC at Butler Hill, north of Burlington and east of I-5.¹

Because FCCs are a type of urban growth – featuring many of the characteristics of a city but lacking a municipal government to provide urban services – this is a decision the commissioners cannot make by themselves. In fact, it would run counter to policies the county and cities adopted as part of comprehensive plan updates completed in 2016.

The county commissioners appear to understand they can't by themselves amend the CPPs. Their docketing resolution only authorizes further consideration of Skagit Partners' proposed comprehensive plan policies, not the amendments to the CPPs or the county's development regulations.²

However, even the proposed comprehensive plan amendments submitted by Skagit Partners, if adopted as written, would violate the existing CPPs, making the county's comprehensive plan vulnerable to legal challenge. And the county's unilateral decision to conduct an Environmental Impact Study (EIS) on FCCs, without the support of the cities, violates the intent of a key regional planning document called the Framework Agreement.

The 2002 Framework Agreement

The "2002 Framework Agreement Among Skagit County and the Cities"³ governs how the county and the cities shall work together on regional planning issues under the Growth Management Act (GMA). (See [What is the Framework Agreement?.](#))

The framework agreement established the GMA Steering Committee as the body that makes regional planning decisions. The Steering Committee is composed of the three county commissioners and the mayors of each city that is party to the agreement.⁴ Key decisions made by the Steering Committee include:

- ☒ The 20-year population and employment projections used by the county and cities for planning.
- ☒ Designation of urban growth areas; and
- ☒ Amendments to the CPPs that establish a consistent framework for county and city comprehensive plans.

The GMA Steering Committee also plays a fundamental role in deciding whether FCCs are allowed in Skagit County. The current CPPs do not authorize FCCs. CPP 1.1 states:

"Urban growth shall be allowed only within cities and towns, their designated Urban Growth Areas ("UGAs") and within any non-municipal urban growth areas already characterized by urban growth...."

The only non-municipal urban growth areas identified in the CPPs are the Bayview Ridge UGA and the Swinomish UGA. The CPPs provide each existing UGA with a 20-year population and employment allocation. There is no “reserve” urban population or employment allocation for FCCs or any other type of urban growth area not specifically mentioned in CPP 1.1.

The GMA Steering Committee discussed FCCs as part of county and city comprehensive plan updates in 2016. These coordinated, 20-year plan updates were required by the Growth Management Act.

A representative from Skagit Partners made a presentation to the GMA Steering Committee in support of FCCs. Two of the three county commissioners also spoke in favor of FCCs, as did the mayor of Burlington.

Several mayors, however, strongly opposed FCCs, particularly the mayor of Mount Vernon and the then-mayor of Sedro-Woolley. They argued that cities are best equipped to provide the services needed for urban growth and that planning done by each city demonstrated the county as a whole had adequate land to accommodate projected urban residential growth for the next 20 years.

As documented in the Skagit County Comprehensive Plan, the GMA Steering Committee chose not to support FCCs as part of the 2016 update process:

The adopted population allocations do not include population numbers for future fully contained communities or non-municipal UGAs such as Bayview Ridge (other than a minor population allocation to Bayview Ridge reflecting existing buildable residential lots). Based on review of historical data and local knowledge, the GMA Steering Committee concluded that new nonmunicipal UGAs or fully contained communities should not be necessary to accommodate future population growth within the 20-year planning period. The selection of the medium population forecast also recognizes the unique quality of life and rural character of Skagit County and that planning efforts for further growth should reflect the desire to protect and preserve that character while promoting a robust economy that compliments the policy to preserve and protect Skagit County’s rich agricultural and resource heritage.⁵

The Steering Committee forwarded its initial recommendations to the cities for consideration by their councils as part of their own comprehensive plan updates. The Steering Committee’s recommendations also included the proposed population and employment allocations for each of the cities. Once adopted by the county and the various cities, these targets established the agreed-upon framework under which all jurisdictions completed their GMA planning.

Following the 2016 update, the GMA Steering Committee again rejected a request by Skagit Partners to consider FCCs in 2017. And in 2018, the Steering Committee denied a proposal to analyze some of the urban growth issues raised by the FCC proponents, saying the recent 2016 update had sufficiently addressed those issues.

The bottom line is that the county cannot move forward unilaterally on FCCs. The county cannot by itself amend the CPPs and urban population allocations or designate new UGAs – including FCCs. Nor can the county amend its comprehensive plan and development regulations in a manner inconsistent with the existing, regionally adopted county wide planning policies that don't allow FCCs and don't provide an urban population allocation for them.

A Better Way Forward

The Commissioners' interest in FCCs appears to be motivated at least in part by concern over rapid population growth in Skagit County; the shortage of housing needed to meet that growth; escalating housing prices; and the specific shortage of housing affordable to moderate- and low-income households.



Architect's rendition of Martha's Place, located at 1925 E. College Way in Mount Vernon, which will be the first permanent supportive housing project in Skagit County. The project will provide housing for homeless persons along with social services and 24/7 onsite management. Construction recently began on College Way in Mount Vernon and is scheduled for completion in late 2022 or early 2023.

That concern is shared equally by many city officials and members of the public who nonetheless strongly believe that FCCs are not the answer.⁶ Instead, the better approach is to continue working within the growth framework the county and the cities cooperatively agreed to in 2016 and that the GMA Steering Committee has reaffirmed several times since then. That framework indicates that the majority of Skagit County's new residential

growth should occur in existing cities where infrastructure and urban services already exist.



The Grafton Park Apartments are a 140-unit apartment complex with ground-floor commercial space under construction on Burlington Boulevard across from Fred Meyer.
Photo Eric Hall

Through the 2016 updates, each of the cities demonstrated they had adequate land in their urban growth areas to accommodate their – and collectively, the county’s – 20-year residential growth allocations. This fact alone would make designation of several hundred acres of new urban residential land through an FCC legally insupportable.

The cities also strengthened their comprehensive plan housing elements through the 2016 updates. Since then, they have adopted new development regulations and zoning maps to allow a wider variety of housing types⁷; to increase residential densities in various zoning districts; to allow or intensify the use of accessory dwelling units; and to encourage residential infill and redevelopment in downtowns and commercial districts. Cities have also forged new partnerships with non-profit housing agencies to increase the supply of below-market-rate affordable housing.



New single family homes under construction in Anacortes. Photos Eric Hall

Although COVID-related shortages of workers and building supplies have affected housing construction over the past couple of years, the results of these strengthened housing policies and initiatives are starting to come to fruition. Examples include several new apartment, condominium, and affordable housing projects under construction or recently completed in Sedro-Woolley, Burlington, and Anacortes. In Mount Vernon, construction has just started on a 70-unit supported housing project for homeless people that is a partnership between Skagit County, Catholic Housing Services and the City of Mount Vernon.⁸ The city anticipates several other multi-family, affordable housing projects to begin construction in the spring of 2022.

There is still much work to do. Those who oppose FCCs – *and* are concerned about the high cost and limited supply of housing in the county – should actively support and highlight positive housing trends occurring in our cities. We should encourage our elected city officials to be bold and creative in embracing proven forms of urban infill, redevelopment, and intensification that are affordable, visually appealing, and that enhance overall community life.⁹

Skagit County will continue to grow. The county and the cities should continue to pursue growth strategies to ensure that county residents have adequate and affordable housing options *and* that Skagit County retains its farm, forest and rural lands, and its distinct look and feel as compared to places like the Kent Valley, Lynnwood and Marysville.

1. Skagit Partners has submitted at least four comprehensive plan amendment proposals to the county to authorize FCCs in general, or a specific 1200 acre FCC at Butler Hill, since 2009.
2. [Resolution #R20210084, Exhibit A](#)
3. [2002 Framework Agreement](#)
4. That includes the original parties of Anacortes, Burlington, La Conner, Mount Vernon and Sedro-Woolley, and the towns of Concrete, Hamilton and Lyman which have joined more recently.
5. [Skagit County Comprehensive Plan](#), p. 24. Bold emphasis added.
6. [A Resolution of the Town Council of the Town of La Conner Expressing Opposition to New Fully Contained-Communities](#), October 26, 2021.
7. <https://missingmiddlehousing.com/types>.
8. [Skagit Valley Herald, October 30, 2021](#).
9. That vision was articulated as far back as 2011 with the county's release of the [Envision Skagit Citizens Committee Final Report and Recommendations](#), particularly Goal Statement 4, *Compact Communities and Conservation Development*, and Goal Statement 7, *Housing Affordability and Variety*.



City Council Agenda Bill

Meeting Date: February 14, 2022 **Agenda Item:** 7.d.

Agenda Item Title: Contract Award: 2022 Waterline Replacements #22-040-WTR-001

Staff Contact(s): FRED BUCKENMEYER

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$771,403.97 to C Johnson Construction Inc. to perform the 2022 Waterline Replacements. The work provided for this project will include all materials, equipment, labor, and related items necessary to install approximately 4350 LF of 8" ductile iron water main and 572 LF of 2" Rehau Municipex, make tie-ins to the existing water system, reconnect to existing fire hydrants, renew / reconnect existing water services, and other work.

Background:

1. **History:** The City continues to make ongoing investments in its water system to maintain the integrity of the system and assure the delivery of safe drinking water to the public. This includes the replacement of aging distribution piping before it reaches the point of possible failure, improving available water pressure within areas, and creating redundancy within the water system. This project will replace old distribution piping on Sands Way, Parkside Drive, Sandra Court, Curtis Court and Lea Place.
2. **Key Terms:**
 - Contract is for a fixed price of \$771,403.97.
 - All physical construction activities shall be completed by August 31, 2022.
3. **Competitive Bidding:** On January 19, 2022 the City [solicited bids](#) for the subject project and on February 03, 2022 a bid opening was conducted and 13 bids were received. C Johnson Construction, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$900,000. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	C Johnson Construction, Inc.
Contract Amount	\$741,403.97
Earmarked Funds	\$1,100,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	08/31/2022

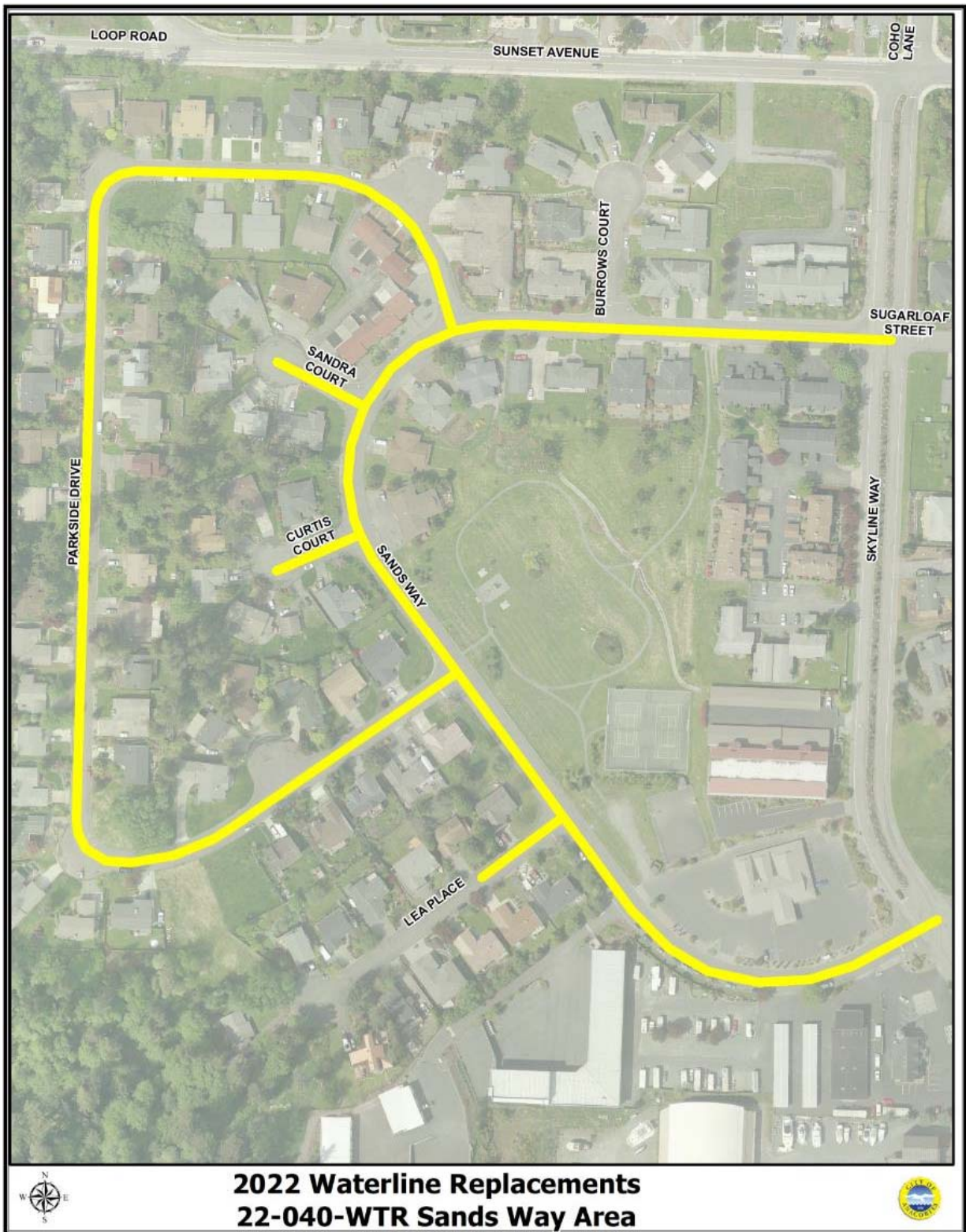
Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-040-WTR-001 with C Johnson Construction Inc. in the amount of \$741,403.97 to perform the 2022 Waterline Replacements.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. Map
2. BID TAB RESULTS FOR 2022 Waterline Replacements
3. 22-040-WTR-001



NOTICE TO BIDDERS:

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

2022 WATERLINE REPLACEMENTS
BID OPENING DATE: FEBRUARY 3rd, 2022

				SUMMIT X CONTRACTORS		LARRY BROWN CONSTRUCTION		C. JOHNSON CONSTRUCTION	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	MC	Minor Changes	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	Mobilization	\$ 60,000.00	\$ 60,000.00	\$ 60,400.00	\$ 60,400.00	\$ 19,760.00	\$ 19,760.00
3	1	LS	Temporary Traffic Control	\$ 20,000.00	\$ 20,000.00	\$ 4,000.00	\$ 4,000.00	\$ 713.00	\$ 713.00
4	1	LS	Temporary Erosion/Water Pollution	\$ 500.00	\$ 500.00	\$ 1,520.00	\$ 1,520.00	\$ 3,240.00	\$ 3,240.00
5	1	LS	SPCC Plan	\$ 500.00	\$ 500.00	\$ 210.00	\$ 210.00	\$ 91.50	\$ 91.50
6	25	EA	Pot Hole Existing Underground Utilities	\$ 200.00	\$ 5,000.00	\$ 265.00	\$ 6,625.00	\$ 521.00	\$ 13,025.00
7	25	CY	Controlled Density Fill	\$ 140.00	\$ 3,500.00	\$ 120.00	\$ 3,000.00	\$ 95.00	\$ 2,375.00
8	50	TN	Asphalt Patching Material (Cold Mix)	\$ 150.00	\$ 7,500.00	\$ 180.00	\$ 9,000.00	\$ 125.00	\$ 6,250.00
9	1	LS	Customer Notification	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 308.00	\$ 308.00
10	10000	LF	Sawcutting Asphalt	\$ 1.50	\$ 15,000.00	\$ 1.20	\$ 12,000.00	\$ 0.60	\$ 6,000.00
11	25000	SF	Roadway Excavation W/Haul	\$ 0.50	\$ 12,500.00	\$ 0.56	\$ 14,000.00	\$ 0.28	\$ 7,000.00
12	4350	LF	Ductile Iron Pipe for Water Main 8 In. Diam	\$ 65.00	\$ 282,750.00	\$ 68.30	\$ 297,105.00	\$ 71.75	\$ 312,112.50
13	1	EA	Reconnect Fire Hydrant as Described in Water Note 4 (Sheet S-01)	\$ 3,500.00	\$ 3,500.00	\$ 3,100.00	\$ 3,100.00	\$ 4,450.00	\$ 4,450.00
14	1	LS	Connection as Described in Water Note 5 (Sheet S-01)	\$ 6,000.00	\$ 6,000.00	\$ 8,600.00	\$ 8,600.00	\$ 9,100.00	\$ 9,100.00
15	1	EA	Reconnect Fire Hydrant as Described in Water Note 8 (Sheet S-02)	\$ 3,500.00	\$ 3,500.00	\$ 3,200.00	\$ 3,200.00	\$ 4,450.00	\$ 4,450.00
16	1	LS	Connection as Described in Water Note 9 (Sheet S-02)	\$ 4,000.00	\$ 4,000.00	\$ 9,600.00	\$ 9,600.00	\$ 8,650.00	\$ 8,650.00
17	1	LS	Connection as Described in Water Note 13 (Sheet S-03)	\$ 8,000.00	\$ 8,000.00	\$ 8,900.00	\$ 8,900.00	\$ 8,460.00	\$ 8,460.00
18	1	LS	Connection as Described in Water Note 14 (Sheet S-03)	\$ 8,000.00	\$ 8,000.00	\$ 8,800.00	\$ 8,800.00	\$ 8,420.00	\$ 8,420.00
19	1	LS	Connection as Described in Water Note 19 (Sheet S-04)	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00	\$ 8,140.00	\$ 8,140.00
20	1	LS	Connection as Described in Water Note 20 (Sheet S-04)	\$ 6,000.00	\$ 6,000.00	\$ 3,900.00	\$ 3,900.00	\$ 4,660.00	\$ 4,660.00
21	1	LS	Connection as Described in Water Note 21 (Sheet S-04)	\$ 8,000.00	\$ 8,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,220.00	\$ 4,220.00
22	1	LS	Connection as Described in Water Note 22 (Sheet S-04)	\$ 8,000.00	\$ 8,000.00	\$ 2,100.00	\$ 2,100.00	\$ 4,040.00	\$ 4,040.00
23	1	LS	Connection as Described in Water Note 24 (Sheet S-05)	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,480.00	\$ 7,480.00
24	1	LS	Connection as Described in Water Note 25 (Sheet S-05)	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 7,480.00	\$ 7,480.00
25	1	LS	Connection as Described in Water Note 26 (Sheet S-05)	\$ 8,000.00	\$ 8,000.00	\$ 6,200.00	\$ 6,200.00	\$ 5,050.00	\$ 5,050.00
26	1	LS	Connection as Described in Water Note 29 (Sheet P-01)	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,450.00	\$ 6,450.00
27	1	LS	Connection as Described in Water Note 30 (Sheet P-01)	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 6,420.00	\$ 6,420.00
28	1	EA	Reconnect Fire Hydrant as Described in Water Note 31(Sheet P-01)	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,450.00	\$ 4,450.00
29	1	EA	Reconnect Fire Hydrant as Described in Water Note 32(Sheet P-01)	\$ 3,500.00	\$ 3,500.00	\$ 5,700.00	\$ 5,700.00	\$ 6,600.00	\$ 6,600.00
30	1	EA	Reconnect Fire Hydrant as Described in Water Note 37 (Sheet P-02)	\$ 3,500.00	\$ 3,500.00	\$ 7,700.00	\$ 7,700.00	\$ 8,140.00	\$ 8,140.00
31	1	EA	2-inch Combination Air Release \ Vacuum Breaker Valve Water Note 43 (Sheet P-03)	\$ 4,500.00	\$ 4,500.00	\$ 5,700.00	\$ 5,700.00	\$ 5,670.00	\$ 5,670.00
32	1	EA	Reconnect Fire Hydrant as Described in Water Note 44 (Sheet P-03)	\$ 3,500.00	\$ 3,500.00	\$ 4,900.00	\$ 4,900.00	\$ 6,590.00	\$ 6,590.00
33	1	LS	Connection as Described in Water Note 49 (Sheet P-04)	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,480.00	\$ 3,480.00
34	19	EA	Replace Existing Short Side Water Service Lines	\$ 2,200.00	\$ 41,800.00	\$ 1,460.00	\$ 27,740.00	\$ 1,450.00	\$ 27,550.00
35	23	EA	Replace Existing Long Side Water Service Lines	\$ 2,200.00	\$ 50,600.00	\$ 1,650.00	\$ 37,950.00	\$ 1,850.00	\$ 42,550.00
36	6	EA	Reconnect Existing Short Side Water Service Lines	\$ 2,000.00	\$ 12,000.00	\$ 1,355.00	\$ 8,130.00	\$ 936.00	\$ 5,616.00
37	1	EA	Reconnect Existing Long Side Water Service Lines	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,020.00	\$ 1,020.00
38	500	TN	(3-inches) HMA CL.1/2-inch PG64-22 Asphalt Patching	\$ 200.00	\$ 100,000.00	\$ 191.40	\$ 95,700.00	\$ 208.00	\$ 104,000.00
				SUBTOTAL	\$ 749,150.00	SUBTOTAL	\$ 720,080.00	SUBTOTAL	\$ 709,011.00
				TAX	\$ 65,925.20	TAX	\$ 63,367.04	TAX	\$ 62,392.97
				TOTAL BID	\$ 815,075.20	TOTAL BID	\$ 783,447.04	TOTAL BID	\$ 771,403.97

2022 WATERLINE REPLACEMENTS
BID OPENING DATE: FEBRUARY 3rd, 2022

				QUILCEDA CONSTRUCITON		TASTAD CONSTRUCTION		TIGER CONSTRUCITON	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	MC	Minor Changes	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	Mobilization	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00	\$ 111,000.00	\$ 111,000.00
3	1	LS	Temporary Traffic Control	\$ 60,000.00	\$ 60,000.00	\$ 5,000.00	\$ 5,000.00	\$ 168,000.00	\$ 168,000.00
4	1	LS	Temporary Erosion/Water Pollution	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 9,025.00	\$ 9,025.00
5	1	LS	SPCC Plan	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 554.00	\$ 554.00
6	25	EA	Pot Hole Existing Underground Utilities	\$ 250.00	\$ 6,250.00	\$ 300.00	\$ 7,500.00	\$ 312.00	\$ 7,800.00
7	25	CY	Controlled Density Fill	\$ 175.00	\$ 4,375.00	\$ 180.00	\$ 4,500.00	\$ 219.00	\$ 5,475.00
8	50	TN	Asphalt Patching Material (Cold Mix)	\$ 160.00	\$ 8,000.00	\$ 250.00	\$ 12,500.00	\$ 356.00	\$ 17,800.00
9	1	LS	Customer Notification	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 786.00	\$ 786.00
10	10000	LF	Sawcutting Asphalt	\$ 5.00	\$ 50,000.00	\$ 0.50	\$ 5,000.00	\$ 1.70	\$ 17,000.00
11	25000	SF	Roadway Excavation W/Haul	\$ 1.80	\$ 45,000.00	\$ 0.75	\$ 18,750.00	\$ 2.40	\$ 60,000.00
12	4350	LF	Ductile Iron Pipe for Water Main 8 In. Diam	\$ 75.00	\$ 326,250.00	\$ 124.00	\$ 539,400.00	\$ 95.50	\$ 415,425.00
13	1	EA	Reconnect Fire Hydrant as Described in Water Note 4 (Sheet S-01)	\$ 4,523.80	\$ 4,523.80	\$ 5,000.00	\$ 5,000.00	\$ 4,198.00	\$ 4,198.00
14	1	LS	Connection as Described in Water Note 5 (Sheet S-01)	\$ 12,376.27	\$ 12,376.27	\$ 7,500.00	\$ 7,500.00	\$ 10,200.00	\$ 10,200.00
15	1	EA	Reconnect Fire Hydrant as Described in Water Note 8 (Sheet S-02)	\$ 4,523.80	\$ 4,523.80	\$ 4,500.00	\$ 4,500.00	\$ 3,726.00	\$ 3,726.00
16	1	LS	Connection as Described in Water Note 9 (Sheet S-02)	\$ 13,923.40	\$ 13,923.40	\$ 9,000.00	\$ 9,000.00	\$ 9,341.00	\$ 9,341.00
17	1	LS	Connection as Described in Water Note 13 (Sheet S-03)	\$ 7,554.05	\$ 7,554.05	\$ 4,000.00	\$ 4,000.00	\$ 9,846.00	\$ 9,846.00
18	1	LS	Connection as Described in Water Note 14 (Sheet S-03)	\$ 6,724.02	\$ 6,724.02	\$ 4,000.00	\$ 4,000.00	\$ 9,159.00	\$ 9,159.00
19	1	LS	Connection as Described in Water Note 19 (Sheet S-04)	\$ 11,340.90	\$ 11,340.90	\$ 7,500.00	\$ 7,500.00	\$ 6,569.00	\$ 6,569.00
20	1	LS	Connection as Described in Water Note 20 (Sheet S-04)	\$ 5,185.67	\$ 5,185.67	\$ 3,500.00	\$ 3,500.00	\$ 5,353.00	\$ 5,353.00
21	1	LS	Connection as Described in Water Note 21 (Sheet S-04)	\$ 4,318.16	\$ 4,318.16	\$ 3,200.00	\$ 3,200.00	\$ 4,883.00	\$ 4,883.00
22	1	LS	Connection as Described in Water Note 22 (Sheet S-04)	\$ 691.60	\$ 691.60	\$ 2,300.00	\$ 2,300.00	\$ 2,920.00	\$ 2,920.00
23	1	LS	Connection as Described in Water Note 24 (Sheet S-05)	\$ 9,593.53	\$ 9,593.53	\$ 6,000.00	\$ 6,000.00	\$ 8,089.00	\$ 8,089.00
24	1	LS	Connection as Described in Water Note 25 (Sheet S-05)	\$ 4,421.52	\$ 4,421.52	\$ 4,500.00	\$ 4,500.00	\$ 4,569.00	\$ 4,569.00
25	1	LS	Connection as Described in Water Note 26 (Sheet S-05)	\$ 4,970.80	\$ 4,970.80	\$ 3,600.00	\$ 3,600.00	\$ 5,025.00	\$ 5,025.00
26	1	LS	Connection as Described in Water Note 29 (Sheet P-01)	\$ 4,421.52	\$ 4,421.52	\$ 7,200.00	\$ 7,200.00	\$ 6,367.00	\$ 6,367.00
27	1	LS	Connection as Described in Water Note 30 (Sheet P-01)	\$ 4,421.52	\$ 4,421.52	\$ 7,500.00	\$ 7,500.00	\$ 6,723.00	\$ 6,723.00
28	1	EA	Reconnect Fire Hydrant as Described in Water Note 31(Sheet P-01)	\$ 4,523.80	\$ 4,523.80	\$ 4,600.00	\$ 4,600.00	\$ 4,331.00	\$ 4,331.00
29	1	EA	Reconnect Fire Hydrant as Described in Water Note 32(Sheet P-01)	\$ 8,558.15	\$ 8,558.15	\$ 6,600.00	\$ 6,600.00	\$ 5,742.00	\$ 5,742.00
30	1	EA	Reconnect Fire Hydrant as Described in Water Note 37 (Sheet P-02)	\$ 11,340.90	\$ 11,340.90	\$ 8,000.00	\$ 8,000.00	\$ 6,915.00	\$ 6,915.00
31	1	EA	2-inch Combination Air Release \ Vacuum Breaker Valve Water Note 43 (Sheet P-03)	\$ 8,868.66	\$ 8,868.66	\$ 7,000.00	\$ 7,000.00	\$ 6,887.00	\$ 6,887.00
32	1	EA	Reconnect Fire Hydrant as Described in Water Note 44 (Sheet P-03)	\$ 8,558.15	\$ 8,558.15	\$ 6,000.00	\$ 6,000.00	\$ 5,185.00	\$ 5,185.00
33	1	LS	Connection as Described in Water Note 49 (Sheet P-04)	\$ 1,913.12	\$ 1,913.12	\$ 1,700.00	\$ 1,700.00	\$ 1,443.00	\$ 1,443.00
34	19	EA	Replace Existing Short Side Water Service Lines	\$ 1,513.55	\$ 28,757.45	\$ 2,400.00	\$ 45,600.00	\$ 2,601.00	\$ 49,419.00
35	23	EA	Replace Existing Long Side Water Service Lines	\$ 1,605.82	\$ 36,933.86	\$ 2,800.00	\$ 64,400.00	\$ 3,175.00	\$ 73,025.00
36	6	EA	Reconnect Existing Short Side Water Service Lines	\$ 684.00	\$ 4,104.00	\$ 1,500.00	\$ 9,000.00	\$ 1,649.00	\$ 9,894.00
37	1	EA	Reconnect Existing Long Side Water Service Lines	\$ 1,302.10	\$ 1,302.10	\$ 1,900.00	\$ 1,900.00	\$ 1,352.00	\$ 1,352.00
38	500	TN	(3-inches) HMA CL.1/2-inch PG64-22 Asphalt Patching	\$ 180.00	\$ 90,000.00	\$ 180.00	\$ 90,000.00	\$ 159.00	\$ 79,500.00
				SUBTOTAL	\$ 889,975.75	SUBTOTAL	\$ 999,750.00	SUBTOTAL	\$ 1,178,526.00
				TAX	\$ 78,317.87	TAX	\$ 87,978.00	TAX	\$ 103,710.29
				TOTAL BID	\$ 968,293.62	TOTAL BID	\$ 1,087,728.00	TOTAL BID	\$ 1,282,236.29

2022 WATERLINE REPLACEMENTS
BID OPENING DATE: FEBRUARY 3rd, 2022

				WRS		OCEANSIDE CONSTRUCTION INC.		PREMIUM SERVICES INC.	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	MC	Minor Changes	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	1	LS	Mobilization	\$ 70,000.00	\$ 70,000.00	\$ 26,453.00	\$ 26,453.00	\$ 94,000.00	\$ 94,000.00
3	1	LS	Temporary Traffic Control	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 60,000.00	\$ 60,000.00
4	1	LS	Temporary Erosion/Water Pollution	\$ 7,000.00	\$ 7,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
5	1	LS	SPCC Plan	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
6	25	EA	Pot Hole Existing Underground Utilities	\$ 1,300.00	\$ 32,500.00	\$ 210.00	\$ 5,250.00	\$ 1,000.00	\$ 25,000.00
7	25	CY	Controlled Density Fill	\$ 200.00	\$ 5,000.00	\$ 100.00	\$ 2,500.00	\$ 140.00	\$ 3,500.00
8	50	TN	Asphalt Patching Material (Cold Mix)	\$ 300.00	\$ 15,000.00	\$ 146.00	\$ 7,300.00	\$ 205.00	\$ 10,250.00
9	1	LS	Customer Notification	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
10	10000	LF	Sawcutting Asphalt	\$ 3.50	\$ 35,000.00	\$ 1.00	\$ 10,000.00	\$ 0.50	\$ 5,000.00
11	25000	SF	Roadway Excavation W/Haul	\$ 3.00	\$ 75,000.00	\$ 1.00	\$ 25,000.00	\$ 0.25	\$ 6,250.00
12	4350	LF	Ductile Iron Pipe for Water Main 8 In. Diam	\$ 80.00	\$ 348,000.00	\$ 128.00	\$ 556,800.00	\$ 90.00	\$ 391,500.00
13	1	EA	Reconnect Fire Hydrant as Described in Water Note 4 (Sheet S-01)	\$ 4,000.00	\$ 4,000.00	\$ 1,200.00	\$ 1,200.00	\$ 5,500.00	\$ 5,500.00
14	1	LS	Connection as Described in Water Note 5 (Sheet S-01)	\$ 9,000.00	\$ 9,000.00	\$ 9,300.00	\$ 9,300.00	\$ 9,000.00	\$ 9,000.00
15	1	EA	Reconnect Fire Hydrant as Described in Water Note 8 (Sheet S-02)	\$ 4,000.00	\$ 4,000.00	\$ 1,200.00	\$ 1,200.00	\$ 5,400.00	\$ 5,400.00
16	1	LS	Connection as Described in Water Note 9 (Sheet S-02)	\$ 9,000.00	\$ 9,000.00	\$ 6,300.00	\$ 6,300.00	\$ 9,700.00	\$ 9,700.00
17	1	LS	Connection as Described in Water Note 13 (Sheet S-03)	\$ 4,200.00	\$ 4,200.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
18	1	LS	Connection as Described in Water Note 14 (Sheet S-03)	\$ 4,200.00	\$ 4,200.00	\$ 12,000.00	\$ 12,000.00	\$ 10,500.00	\$ 10,500.00
19	1	LS	Connection as Described in Water Note 19 (Sheet S-04)	\$ 7,200.00	\$ 7,200.00	\$ 1,200.00	\$ 1,200.00	\$ 7,700.00	\$ 7,700.00
20	1	LS	Connection as Described in Water Note 20 (Sheet S-04)	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
21	1	LS	Connection as Described in Water Note 21 (Sheet S-04)	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
22	1	LS	Connection as Described in Water Note 22 (Sheet S-04)	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,600.00	\$ 4,600.00
23	1	LS	Connection as Described in Water Note 24 (Sheet S-05)	\$ 6,500.00	\$ 6,500.00	\$ 8,000.00	\$ 8,000.00	\$ 7,700.00	\$ 7,700.00
24	1	LS	Connection as Described in Water Note 25 (Sheet S-05)	\$ 2,800.00	\$ 2,800.00	\$ 4,000.00	\$ 4,000.00	\$ 5,300.00	\$ 5,300.00
25	1	LS	Connection as Described in Water Note 26 (Sheet S-05)	\$ 4,000.00	\$ 4,000.00	\$ 5,700.00	\$ 5,700.00	\$ 5,600.00	\$ 5,600.00
26	1	LS	Connection as Described in Water Note 29 (Sheet P-01)	\$ 2,800.00	\$ 2,800.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00
27	1	LS	Connection as Described in Water Note 30 (Sheet P-01)	\$ 2,900.00	\$ 2,900.00	\$ 5,700.00	\$ 5,700.00	\$ 6,000.00	\$ 6,000.00
28	1	EA	Reconnect Fire Hydrant as Described in Water Note 31(Sheet P-01)	\$ 4,000.00	\$ 4,000.00	\$ 1,200.00	\$ 1,200.00	\$ 4,400.00	\$ 4,400.00
29	1	EA	Reconnect Fire Hydrant as Described in Water Note 32(Sheet P-01)	\$ 5,500.00	\$ 5,500.00	\$ 1,200.00	\$ 1,200.00	\$ 6,900.00	\$ 6,900.00
30	1	EA	Reconnect Fire Hydrant as Described in Water Note 37 (Sheet P-02)	\$ 7,000.00	\$ 7,000.00	\$ 1,200.00	\$ 1,200.00	\$ 7,700.00	\$ 7,700.00
31	1	EA	2-inch Combination Air Release \ Vacuum Breaker Valve Water Note 43 (Sheet P-03)	\$ 9,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,400.00	\$ 7,400.00
32	1	EA	Reconnect Fire Hydrant as Described in Water Note 44 (Sheet P-03)	\$ 4,500.00	\$ 4,500.00	\$ 1,200.00	\$ 1,200.00	\$ 6,700.00	\$ 6,700.00
33	1	LS	Connection as Described in Water Note 49 (Sheet P-04)	\$ 2,200.00	\$ 2,200.00	\$ 4,000.00	\$ 4,000.00	\$ 4,900.00	\$ 4,900.00
34	19	EA	Replace Existing Short Side Water Service Lines	\$ 1,600.00	\$ 30,400.00	\$ 1,500.00	\$ 28,500.00	\$ 3,150.00	\$ 59,850.00
35	23	EA	Replace Existing Long Side Water Service Lines	\$ 2,000.00	\$ 46,000.00	\$ 1,300.00	\$ 29,900.00	\$ 3,500.00	\$ 80,500.00
36	6	EA	Reconnect Existing Short Side Water Service Lines	\$ 1,700.00	\$ 10,200.00	\$ 700.00	\$ 4,200.00	\$ 1,900.00	\$ 11,400.00
37	1	EA	Reconnect Existing Long Side Water Service Lines	\$ 1,300.00	\$ 1,300.00	\$ 700.00	\$ 700.00	\$ 1,900.00	\$ 1,900.00
38	500	TN	(3-inches) HMA CL.1/2-inch PG64-22 Asphalt Patching	\$ 185.00	\$ 92,500.00	\$ 150.00	\$ 75,000.00	\$ 155.00	\$ 77,500.00
				SUBTOTAL	\$ 907,900.00	SUBTOTAL	\$ 904,503.00	SUBTOTAL	\$ 997,650.00
				TAX	\$ 79,895.20	TAX	\$ 79,596.26	TAX	\$ 87,793.20
				TOTAL BID	\$ 987,795.20	TOTAL BID	\$ 984,099.26	TOTAL BID	\$ 1,085,443.20



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and C Johnson Construction, Inc., a private contractor at PO Box 1467, Oak Harbor, WA 98277 (herein after referred to as "Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **2022 Waterline Replacements**, in accordance with and as described in the Invitation for Bid entitled the same and dated January 19, 2022, Project No. PW-22-040-WTR-001. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

The City hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

- II. **PRICE.** The Total Contract Price is **Seven Hundred Seventy-One Thousand Four Hundred Three Dollars and Ninety-Seven Cents (\$771,403.97)**, which includes \$62,392.97 in 8.8% sales tax. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **by August 31, 2022**. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.**
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

- VI. **INSURANCE.** The Contractor 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 Contractor, their agents, representatives, employees or subcontractors.

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.

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 Johnson Construction, Inc.

Title

Date



C. JOHNSON
CONSTRUCTION, INC.

P.O. Box 1467 • Oak Harbor, WA 98277

Steve Haglund, City Clerk
City of Anacortes
904 6th Street (Po Box 547)
Anacortes, WA 98221

CITY OF ANACORTES

Received this 3 day

of 2, 2022

at 11:55 AM / PM

Erin W. Ryan
City Clerk

Sealed Bid: 2022 Waterline Replacements #22-040-Wtr-001

BIDDER RESPONSIBILITY STATEMENT

In determining the lowest responsible bidder, the City will consider the following technical experience and financial information.

Name of Bidder: C Johnson Construction, Inc.

Business Address: 3080 NE Halyard Lane, Bldg B&C (PO Box 1467) Oak Harbor, WA 98277

Business Phone/Email: (360) 675-4848 corey@cjcinc.com and/or sarah@cjcinc.com

How many years have you been in business under the present firm name? 17

List contracts for similar work completed by your company within the past three years. Include approximate contract amounts and the name and telephone number of a contact person. A project currently in progress may be listed. Relevant projects will include installing ductile iron water main, renew/replacing existing water services, fire hydrants, making connections to existing water mains. _____

Marin Woods PRD \$2M, Darrin Huseby (425) 551-0446 - Project currently in progress

Honeymoon Lake Waterline Replacements, Phase 2, \$200,000, (hydrants, service connections, connect to existing)

Lee Miles, email only available at bid time, speaker@whidbey.com.

McKinney Place PRD \$900,000, Darin Huseby (425) 551-0446 (Water services, connections & fire hydrants)

Indian Ridge Waterline Improvements, \$440,000, Robert Bennion (360) 331-4131 (Water services & connections)

Penn Cove Development, \$550,000 Colin Smith (360) 679-1571 (DI Pipe, service lines, hydrants, connect to existing system)

Haddon Road Waterline Replacement, \$60,000 City of Anacortes, Jeff Beltramini (360) 293-1936

2018 Waterline Improvements, \$700,000, City of Anacortes,, Jeff Beltramini (360) 293-1936

Name, address, and telephone number of bonding and insurance company, and name and telephone number of local contact person: _____

Agent: Wallace & Associates (Eric Dykstra) (360) 755-0631 PO Box 405, Burlington WA 98233

Liberty Mutual - Commercial Insurance

Travelers - Bonding

NOTICE TO BIDDERS:

IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

SUBCONTRACTOR LIST

Name of Bidder: C Johnson Construction, Inc.

Project Name: City of Anacortes 2022 Waterline Replacement Project

Failure to list subcontractors who are proposed to perform work equal to 10% or more of the bid price will result in your bid being non-responsive and therefore void. **NOTE: If you are a General Contractor bidding as a subcontractor, you are not required to fill in the financial portion of the qualifications. Upon award of the contract, the City of Anacortes will require said information of the subcontractor.**

Subcontractor(s) that are proposed to perform work exceeding 10% of the bid price must be listed below. The work to be performed is to be listed below the subcontractor's name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor whose work on the project will exceed 10% of the bid price.

Subcontractor Name: Lakeside Industries, Inc.

Work to be performed:

Asphalt Paving/Trench Patching

Subcontractor Name: _____

Work to be performed:

Subcontractor Name: _____

Work to be performed:

NOTICE TO BIDDERS:

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WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.**

TO: City of Anacortes
City Hall
904 Sixth Street
Anacortes, WA 98221

Attention:

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The bidder declares that he/she has carefully examined the contract documents for the construction of the project; that he/she has personally inspected the site; that he/she has satisfied him or herself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data, which he/she believes pertinent from the Engineer, Owner and other sources in arriving at his/her conclusions.

The bidder agrees that if this proposal is accepted, he/she will, within ten calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bonds and all Certificates of Insurance required therein and will, to the extent of his/her proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other Project Manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion by August 31st, 2022** and (b) achieve **Contract Completion by September 30th, 2022**.

In the event the bidder is awarded the contract and shall fail to complete the work within the time limit agreed upon as more particularly set forth in the contract documents, liquidated damages shall be paid to the owner per the specifications contained in the contract documents.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents. The undersigned bids for complete construction of the following described project:

NOTICE TO BIDDERS:
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WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

**2022 WATERLINE REPLACEMENTS
BID PROPOSAL
22-040-WTR-001
PAGE 2 OF 7**

The work provided for this project will include all materials, equipment, labor and related items necessary to install approximately 4350 LF of 8" ductile iron water main, 572 LF of 2" Rehau Municipex, make tie-ins to the existing water system, reconnect to existing fire hydrants, renew/reconnect existing water services, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**BID SCHEDULE
2022 WATERLINE REPLACEMENTS
22-040-WTR-001**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	MC	MINOR CHANGES 1-04.4(1)	\$25,000.00 Allowance	\$25,000.00
2	1	LS	MOBILIZATION 1-07.15(1)	At \$ 19,760.00 Per Lump Sum	\$ 19,760.00
3	1	LS	TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ 713.00 Per Lump Sum	\$ 713.00
4	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ 3,240.00 Per Lump Sum	\$ 3,240.00
5	1	LS	SPCC PLAN 1-07.15(1)	At \$ 91.50 Per Lump Sum	\$ 91.50
6	25	EA	POTHOLLING EXISTING UNDERGROUND UTILITIES	At \$ 521.00 Per Each	\$ 13,025.00
7	25	CY	CONTROLLED DENSITY BACKFILL 2-09.5	At \$ 95.00 Per Cubic Yard	\$ 2,375.00
8	50	TN	ASPHALT PATCHING MATERIAL (COLD MIX)	At \$ 125.00 Per Ton	\$ 6,250.00
9	1	LS	CUSTOMER NOTIFICATION	At \$ 308.00 Per Lump Sum	\$ 308.00

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**BID SCHEDULE
2022 WATERLINE REPLACEMENTS
22-040-WTR-001
(Continued)**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
10	10000	LF	SAWCUTTING ASPHALT 2-02.5	At \$.60 Per Linear Foot	\$ 6,000.00
11	25000	SF	ROADWAY EXCAVATION W/HAUL 2-03.5	At \$.28 Per Square Foot	\$ 7,000.00
12	4350	LF	DUCTILE IRON PIPE CL 50 8 IN. DIAM. 7-09.5	At \$ 71.75 Per Linear Foot	\$ 312,112.50
13	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 4 (SHEET S-01)	At \$ 4,450.00 Per Lump Sum	\$ 4,450.00
14	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 5 (SHEET S-01)	At \$ 9,100.00 Per Lump Sum	\$ 9,100.00
15	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 8 (SHEET S-02)	At \$ 4,450.00 Per Lump Sum	\$ 4,450.00
16	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 9 (SHEET S-0S)	At \$ 8,650.00 Per Lump Sum	\$ 8,650.00
17	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 13 (SHEET S-03)	At \$ 8,460.00 Per Lump Sum	\$ 8,460.00
18	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 14 (SHEET S-03)	At \$ 8,420.00 Per Lump Sum	\$ 8,420.00
19	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 19 (SHEET S-04)	At \$ 8,140.00 Per Lump Sum	\$ 8,140.00
20	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 20 (SHEET S-04)	At \$ 4,660.00 Per Lump Sum	\$ 4,660.00

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WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

BID SCHEDULE
2022 WATERLINE REPLACEMENTS
22-040-WTR-001
(Continued)

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
21	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 21 (SHEET S-04)	At \$ 4,220.00 Per Lump Sum	\$ 4,220.00
22	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 22 (SHEET S-05)	At \$ 4,040.00 Per Lump Sum	\$ 4,040.00
23	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 24 (SHEET S-05)	At \$ 7,480.00 Per Lump Sum	\$ 7,480.00
24	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 25 (SHEET S-05)	At \$ 7,480.00 Per Lump Sum	\$ 7,480.00
25	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 26 (SHEET S-05)	At \$ 5,050.00 Per Lump Sum	\$ 5,050.00
26	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 29 (SHEET P-01)	At \$ 6,450.00 Per Lump Sum	\$ 6,450.00
27	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 30 (SHEET P-01)	At \$ 6,420.00 Per Lump Sum	\$ 6,420.00
28	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 31 (SHEET P-01)	At \$ 4,450.00 Per Lump Sum	\$ 4,450.00
29	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 32 (SHEET P-01)	At \$ 6,600.00 Per Lump Sum	\$ 6,600.00
30	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 37 (SHEET P-02)	At \$ 8,140.00 Per Lump Sum	\$ 8,140.00

NOTICE TO BIDDERS:

**IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO
WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.**

**BID SCHEDULE
2022 WATERLINE REPLACEMENTS
22-040-WTR-001
(Continued)**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
31	1	EA	2-INCH COMBINATION AIR RELEASE VACUUM BREAKER VALVE WATER NOTE NO. 43 (SHEET P-03)	At \$ 5,670.00 Per Each	\$ 5,670.00
32	1	LS	RECONNECT FIRE HYDRANT AS DESCRIBED WATER NOTE NO. 44 (SHEET P-03)	At \$ 6,590.00 Per Lump Sum	\$ 6,590.00
33	1	LS	CONNECTION AS DESCRIBED WATER NOTE NO. 49 (SHEET P-04)	At \$ 3,480.00 Per Lump Sum	\$ 3,480.00
34	19	EA	REPLACE EXISTING SHORT SIDE WATER SERVICES AS DESCRIBED	At \$ 1,450.00 Per Each	\$ 27,550.00
35	23	EA	REPLACE EXISTING LONG SIDE WATER SERVICES AS DESCRIBED	At \$ 1,850.00 Per Each	\$ 42,550.00
36	6	EA	RECONNECT EXISTING SHORT SIDE WATER SERVICES AS DESCRIBED	At \$ 936.00 Per Each	\$ 5,616.00
37	1	EA	RECONNECT EXISTING LONG SIDE WATER SERVICES AS DESCRIBED	At \$ 1,020.00 Per Each	\$ 1,020.00
38	500	TN	3-INCHES HMA CL. ½ INCH PG 64-22 (TRENCH PATCHING) 5-04.5	At \$ 208.00 Per Ton	\$ 104,000.00
				SUBTOTAL	\$ 709,011.00
				SALES TAX (8.8%)	\$ 62,392.97
				TOTAL BID	\$ 771,403.97

*Note Rule WAC 458-20-170 applies. Sales tax is separately priced and added to the base bid price.

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ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial SN

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

NOTE: Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the Builders Exchange website at www.bxwa.com.

BID DEPOSIT

A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond ☐ Cashier's Check ☐ Certified Check ☐ Cash

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: C Johnson Construction, Inc.

Contact Name: Corey Johnson and/or Sarah Nienhuis

Mailing Address: PO Box 1467

City, State, Zip: Oak Harbor, WA 98277

Business Telephone: (360) 675-4848 Cell Phone: (360) 914-7136

Email Address: Corey@cjinc.com and/or sarah@cjinc.com

Contractor's State License No: CJOHNCI954RB

UBI Number: 602-558-749

2022 WATERLINE REPLACEMENTS
BID PROPOSAL
22-040-WTR-001
PAGE 7 OF 7

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

(Corporate Seal)

C Johnson Construction, Inc.

Corp. Secretary - Treasurer

Name of Bidder

Title

02/03/2022

Date



Signature of Bidder

Sarah Nienhuis

Print Name

NOTICE TO BIDDERS:

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ENSURE RECEIPT OF ENTIRE SOLICITATION.



RECEIVED
FEB 01 2022
BY: _____

BID BOND

I/we, C Johnson Construction, Inc., of Anacortes,
as Principal and Travelers Casualty and Surety Company of America, as Surety authorized to do
business in the State of Washington, are held firmly bound unto the CITY OF ANACORTES (Owner), as Obligee,
in the penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter
described, for the payment of which the Principal and the Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the "2022
WATERLINE REPLACEMENTS 22-040-WTR-001", according to the terms of the proposal or bid made by the
Principal therefore and the Principal shall duly make and enter into a contract with the Obligee in accordance with
the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety
or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the
Obligee the penal sum amount of the deposit specified in the call for bids, then this obligation shall be null and
void; otherwise it shall be and remain in full force and effect the Surety shall forthwith pay and forfeit to the
Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 28th day of January, 2022.

C Johnson Construction, Inc.
(Principal)
Sarah Thunberg Corp Sec-Treasurer
for: Corey Johnson, (Title) President
Travelers Casualty and Surety Company of America
(Surety)
Susan M. Spaeth
Susan M. Spaeth, (Attorney-in-fact)

NOTICE TO BIDDERS:

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ENSURE RECEIPT OF ENTIRE SOLICITATION.

Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see www.bxwa.com - Always Verify Seal

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**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

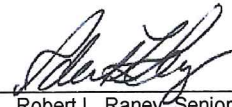
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SUSAN M SPAETH** of **BURLINGTON**, Washington, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

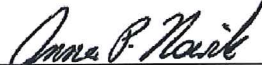
By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

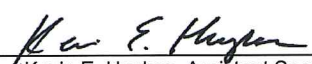
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **January**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (January 19, 2022), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

C Johnson Construction Inc.

Bidder's Business Name

Sarah Nienhuis

Signature of Authorized Official*

Sarah Nienhuis

Printed Name

Corporate Secretary - Treasurer

Title

01/27/2022

Date

Oak Harbor

City

WA

State or country

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner. (attached)*

NOTICE TO BIDDERS:

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SPECIAL MEETING OF
BOARD OF DIRECTORS OF
C JOHNSON CONSTRUCTION, INC.

I. TIME AND PLACE

The meeting of the Board of Directors named in the Articles of Incorporation of C Johnson Construction, Inc. was held via conference call at the hour of eleven forty-five a.m., on the second day of February 2022.

II. PRESENT

Corey Johnson, President, presided over the meeting. Also present was Sarah Nienhuis, Secretary/Treasurer.

III. Bid Signature Authorization.

It was recommended that Sarah Nienhuis be authorized to sign the 2022 Waterline Replacement Project (Anacortes) bid as bidder and authorized official, while Corey Johnson is out of the office. After discussion, upon motion duly made and seconded, the following resolution was unanimously adopted:

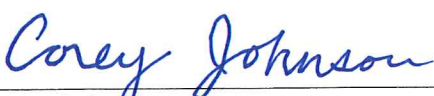
RESOLVED, Sarah Nienhuis is authorized to sign the above referenced bid due to the absence of Corey Johnson.

IV. Bond Signature Authorization

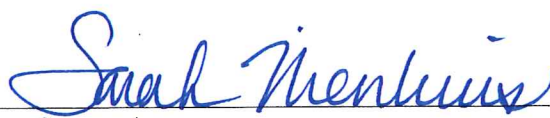
It was recommended that Sarah Nienhuis be authorized, as corporate officer, to sign the bid bond for the 2022 Waterline Replacement Project (Anacortes) bid, in Corey Johnson's absence. After discussion, upon motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, Sarah Nienhuis is authorized to sign the above referenced bond for the 2022 Waterline Replacement Project bid in the absence of Corey Johnson.

There being no further business to come before the Board, the meeting was adjourned.



President



Secretary

MINUTES OF MEETING OF THE
BOARD OF DIRECTORS