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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

April 11, 2022
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Arbor Day Proclamation (Discussion)
 - b. Public Safety Committee
 - c. Planning Committee
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of April 4, 2022 (Action)
 - b. Approval of claims in the amount of \$414,101.10 (Action)
 - c. Contract Award: Puget Way Waterline Relocation #22-110-WTR-001 (Action)
 - d. Contract Modification: Anchor QEA, LLC Master Services Agreement - Former Anacortes Water Treatment Plant: Model Toxics Control Act and Demolition Implementation Technical Services #21-024-LEG-001 (Action)
6. **Public Hearings**
 - a. * City Council Ward Redistricting Plan (Discussion)
7. **Other Business**
 - a. * Waste Management Annual Report (Discussion)
 - b. * Access Anacortes Fiber Internet Update (Discussion)
 - c. * Resolution 3079 to forgive the Wilson Hotel Loan (Discussion/Possible Action)
 - d. * Ordinance 4020: An Interim Ordinance Extending Ordinance 3097, Ordinance 3054, Ordinance 3069, Ordinance 3076, and Ordinance 3088 a Moratorium on the acceptance

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.

of Certain Land Use Applications in the R4 Use Zone West of the Commercial Use Zone
(Discussion/Action)

- e. Contract Award: 32nd Street and M Avenue Intersection Improvements Project #19-002-TRN-003 (Action)
- f. Honor Retiring Public Works Director Fred Buckenmeyer (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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**CITY OF ANACORTES PROCLAMATION
ARBOR DAY- APRIL 13, 2022**

WHEREAS, arbor means "tree" in Latin, Arbor Day is a special day that has been set aside for planting and caring for trees; and

WHEREAS, this year marks the 150th anniversary of Arbor Day, which was first celebrated by J. Sterling Morrison to encourage his fellow Nebraskans to plant trees to beautify and enrich their state; and

WHEREAS, all fifty states and countries throughout the world celebrate this holiday every spring to teach children the importance of forestry; and

WHEREAS, Anacortes has been recognized by the National Arbor Day Foundation as a Tree City USA for the 20th consecutive year; and

WHEREAS, the tree planting this year will be held at 28th Street Playground April 13th to help improve our urban forest.

NOW, THEREFORE, BE IT RESOLVED it is fitting and appropriate that I, Matt Miller, Mayor of the City of Anacortes, do hereby proclaim Wednesday, April 13, 2022 as our celebration of ARBOR DAY in Anacortes and encourage our citizens to plant trees thus leaving a legacy for present and future generations.

Anacortes City Council Minutes - April 4, 2022

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of April 4, 2022 at 6:00 p.m. Councilmembers Ryan Walters, Anthony Young and Christine Cleland-McGrath were present. Councilmembers Bruce McDougall and Amanda Hubik participated in the meeting remotely via Zoom. Councilmembers Jeremy Carter and Carolyn Moulton were absent.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller reported that Skagit County COVID-19 case counts and hospitalizations continue to drop.

The mayor reported on the very successful First Friday Art Walk on April 1.

The mayor observed that National Library Week had begun.

The mayor noted that Washington State Ferries was not resuming the international ferry run at this time. He invited the public to fill out the ferry survey available from the City's website.

Housing Affordability and Community Services Committee: Ms. Cleland-McGrath reported from the Committee meeting held the previous week. The meeting included planning for a presentation at the Anacortes Senior Center in June, an update from the AFC community outreach specialist, discussion of the Housing Action Plan, and a report from the Anacortes Housing Authority.

Public Works Committee: Mr. Young reported from the Committee meeting held earlier in the evening. The topics discussed included the WWTP outfall project, the 32nd Street and M Avenue roundabout, and 12th and Commercial intersection improvements.

Library Committee: Ms. Cleland-McGrath reported from the Committee meeting held the previous week. The topics discussed included the resumption of live programming, circulation statistics, ways to serve housing insecure library patrons, student library cards, and the recent public library conference in Portland.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

- a. Minutes of March 28, 2022
- b. Approval of claims in the amount of \$320,110.93
 - The following vouchers/checks were approved for payment:
 - EFT numbers: 102843 through 102888, total \$302,047.28
 - Check numbers: 102889 through 102901, total \$9,360.21
 - Wire transfer numbers: 301082 through 301396, total \$8,663.44

CLOSED RECORD DECISION HEARING

SDP-2021-0012 Port of Anacortes JKL Lot Improvements (shoreline substantial development permit and site plan)

Planning Manager Libby Grage introduced SDP-2021-0012, a shoreline substantial development permit and site plan review application made by the Port of Anacortes for improvements to an existing gravel parking lot associated with J, K, and L docks at the Cap Sante Marina. Ms. Grage's slide presentation had been included in the packet materials for the meeting. She reported that on March 23, 2022, after an open record public hearing on the application, the Planning Commission recommended approval of the permits subject to the conditions recommended by staff. Ms. Grage noted that there were no parties of record other than the applicant.

Councilmembers asked staff to ensure that the project provided ADA-accessible sidewalks. Brad Tesch from the Port of Anacortes explained that the southwestern corner of the site is ADA accessible, as is the southeast corner.

CHRISTINE CLELAND-MCGRATH moved, seconded by RYAN WALTERS, to approve SDP-2021-0012, a shoreline substantial development permit and site plan application for the improvements to the JKL Park Lot located at the Cap Sante Marina subject to the conditions contained within the staff report of record. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDUGALL, AMANDA HUBIK. Nays - None. Result: Passed

OTHER BUSINESS

OpenGov Budget and Transparency Solution Demonstration

Finance Manager Philip Steffen introduced Monica Cook and Andrew Kercado from OpenGov to present a demonstration of their budget and transparency solution software. The OpenGov slide presentation had been included in the packet materials for the meeting. Ms. Cook and Mr. Kercado responded to councilmember questions about implementation strategy, staff training, and data integration with the city's current financial software.

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

EDASC Presentation

Planning Director Don Measamer introduced John Sternlicht, CEO of the Economic Development Alliance of Skagit County. Mr. Sternlicht updated Council on the value EDASC brings to Anacortes as well as its various programs available for businesses in Skagit County. Mr. Sternlicht's slide presentation was added to the packet materials for the meeting.

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

Contract Award Update: Wastewater Treatment Plant Outfall Relocation - Upland Phase

Public Works Director Fred Buckenmeyer updated Council on the status of the funding and contract award constraints for the referenced project. Referring to his report at the March 28, 2022 Council meeting, Mr. Buckenmeyer advised that the city was still waiting on information from FEMA.

Ordinance 4019: Creating a New Chapter 2.48, Lodging Tax Advisory Committee

Mr. Measamer invited Council to continue consideration of draft Ordinance 4019 which had first been considered by Council at its regular meeting on March 28, 2022. Mr. Measamer noted that alternative versions

of the ordinance had been circulated to councilmembers earlier in the day, one proposed by Ms. Cleland-McGrath and one by Mr. Walters. Mr. Measamer said Ms. Cleland-McGrath's version would be easy for staff to administer.

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

Jessica Kiser, Anacortes Chamber of Commerce, summarized the Chamber's extensive support of tourism in Anacortes.

Pam Allen referred to her letter to Mayor and Council, which was added to the Council packet. Ms. Allen said her understanding was that voting members of the committee should be half people who collect lodging tax and half people receiving allocations. She said the alternative versions of the ordinance were not in compliance with the intent of the law. Ms. Allen also said that conflicts of interest language was probably not necessary.

Councilmembers discussed proposed section 2.48.020 at considerable length.

Pam Allen clarified that she would not object to broadening the committee membership to include citizens at large as long as those other persons were non-voting members.

Mr. Walters moved, seconded by Mr. Young, to adopt the version of Ordinance 4019 that had been published in the packet for the meeting.

Mr. Walters moved, seconded by Mr. Young, to amend the motion to alter 2.48.020.A(3) to read "Two persons involved in activities authorized to be funded by revenue received under RCW Chapter 67.28;" Vote: Ayes - Walters, Cleland-McGrath, McDougall, Hubik, Young. Nays - None. Result: Motion carried.

Mr. Walters moved, seconded by Mr. Young, to amend the motion to add paragraph 2.48.020.D: "Per RCW 67.28.1817(1), the number of members who are representatives of businesses required to collect tax under this chapter shall equal the number of members involved in activities authorized to be funded by revenue received under this chapter." Vote: Ayes - Cleland-McGrath, McDougall, Hubik, Young and Walters. Nays - None. Result: Motion carried.

Mr. Walters moved, seconded by Ms. Cleland-McGrath, to amend the motion to alter 2.48.040.F to read: "Conflict of interest. An LTAC member may not cast a vote, influence, or attempt to influence another LTAC member, on an allocation to an entity that LTAC member represents, owns, or is employed by." Vote: Ayes - McDougall, Young, Walters, Cleland-McGrath. Nays - Hubik. Result: Motion carried.

Ms. Cleland-McGrath moved to amend the motion to alter 2.48.020.A(4) to add " ... who will serve on the committee as non-voting members." Motion died for lack of a second.

Mr. Young called for the vote, seconded by Mr. Walters. Vote: Ayes - Young, Walters. Nays - Hubik, Cleland-McGrath, McDougall. Result: Motion failed.

Mr. Walters moved, seconded by Ms. Cleland-McGrath, to amend the motion to delete 2.48.020.A(4). Vote: Ayes - Cleland-McGrath, McDougall, Hubik. Nays - Young, Walters. Result: Motion carried.

Mr. Walters moved, seconded by Ms. Hubik, to amend the motion to change "two" to "three" in 2.48.020.A(2) and in 2.48.020.A(3). Vote: Ayes - Walters, Cleland-McGrath, McDougall, Hubik, Young. Nays - None. Result: Motion carried.

Mr. Walters moved to amend the motion by unanimous consent to delete 2.48.020.C and renumber 2.48.020.D accordingly. Motion carried.

Mr. Walters moved to amend the motion by unanimous consent to change 2.48.050.C to remove the phrase "plus 1". Motion carried.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to Adopt Ordinance 4019 as amended. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, BRUCE MCDOUGALL, Amanda Hubik. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 9:15 p.m. the Anacortes City Council meeting of April 4, 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 April 11, 2022 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
301657	10/14/2021	12691366	HACH COMPANY	LAB EQUIPMENT	\$ 261.50	dwwtp
301543	11/1/2021	3163	SKAGIT LAND TRUST	CONSERVATION EASEMENT UPDATES	\$ 2,875.50	parks1
301422	2/10/2022	FB19729	CAROLLO ENGINEERS, INC.	WASTEWATER INDUSTRIAL USERS SURVEY AND INDUSTRIAL SEWER RATE ANALYSIS - JAN 2022	\$ 13,296.00	dwwtp
301801	2/25/2022	1918195	MILES SAND & GRAVEL CO.	1-3/8" WASHED ROCK- STREET DEPT	\$ 62.23	dshop
301550	2/25/2022	VAASINV0000240-1	WATCHGUARD VIDEO	POLICE DEPARTMENT BODY CAMERAS - BWC AS A SERVICE (30)	\$ 18,887.95	apd
301493	3/1/2022	2572	AV CAPTURE ALL INC.	RECORDING JUDICIAL PLUS PROGRAM 4/1/22-3/31/23	\$ 3,903.74	court
301545	3/4/2022	000017092 - 14	H W LOCHNER, INC	R AVE LONG-TERM IMPROVEMENT - ENGINEERING - 2/5/22-3/4/22	\$ 1,162.15	pw1
301684	3/7/2022	22-WA0020257B-1	DEPARTMENT OF ECOLOGY	FY 2022 FEE INVOICE 7-1-21 TO 6-30-22	\$ 7,755.48	dwwtp
301629	3/9/2022	BC1565409	GALLS, LLC.	ANNUAL UNIFORM ORDER: BYER	\$ 269.59	medic
301392	3/10/2022	FB20823	CAROLLO ENGINEERS, INC.	WASTEWATER INDUSTRIAL USERS SURVEY AND INDUSTRIAL SEWER RATE ANALYSIS - FEB 2022	\$ 21,444.75	dwwtp
301427	3/15/2022	5695	ANACORTES PRINTING	PARKS NOTICE BOOKS	\$ 233.92	parks1
301491	3/15/2022	020672695	GALLS, LLC.	UNIFORM SHIRTS; NEW HIRE CSO LINDQUIST	\$ 63.00	apd
301552	3/16/2022	INV-107199	DUDE SOLUTIONS INC	SMARTGOV SOFTWARE FOR PCED - FEES CONFIGURATION (PAGES)	\$ 878.56	plan
301659	3/20/2022	9902321154	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATIONS 2/21-3/20/22	\$ 1,210.17	dwwtp
301537	3/21/2022	S3825680.002	BUILDERS' HARDWARE & SUPPLY	PAD LOCKS	\$ 261.43	pwfac
301631	3/21/2022	BC1573620	GALLS, LLC.	UNIFORM ORDER: DOLAN	\$ 1,518.98	medic
301656	3/22/2022	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 2/16-3/18/22	\$ 13.00	dwwtp
301542	3/22/2022	2022-12084	CRITICAL INSIGHT, INC	FIREEYE RENEWAL - 3/22/22-3/21/23	\$ 5,966.85	infosys
301632	3/22/2022	BC1574726	GALLS, LLC.	NAMETAGS	\$ 78.23	medic
301821	3/22/2022	ReimbRoss	ROSS, WILLIAM	HEARING AID MAINTENANCE, REIMBURSE LEOFF1 RETIREE	\$ 75.00	hr
301664	3/23/2022	WAANA140558	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 46.13	dwwtp
301803	3/23/2022	WAANA140572	FASTENAL COMPANY	NUTRIENT REDUCTION IMPROVEMENT PROJECT	\$ 3,026.35	dwwtp
301633	3/23/2022	BC1575713	GALLS, LLC.	NAMETAGS	\$ 78.23	medic
301634	3/23/2022	BC1575714	GALLS, LLC.	NAMETAGS	\$ 78.23	medic
301668	3/23/2022	9255303464	GRAINGER	MAINTENANCE SUPPLIES	\$ 22.07	dwwtp
301670	3/23/2022	9255303472	GRAINGER	MAINTENANCE SUPPLIES	\$ 69.47	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
301644	3/23/2022	12P10353	MOTOR TRUCKS, INC	BRAKE PADS #213	\$ 457.13	dshop
301553	3/24/2022	INV-107373	DUDE SOLUTIONS INC	SMARTGOV SOFTWARE FOR PCED - CONTRACTOR CONNECTOR CONFIGURATION	\$ 1,033.60	plan
301665	3/24/2022	WAANA140530	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 235.29	dwwtp
301677	3/24/2022	0282463-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 1,539.73	dwwtp
301421	3/25/2022	88593817-2107973826	EMERALD RECYCLING SVCS INC	DRUM & FILTER DISPOSAL DELIVERY	\$ 102.14	dshop
301635	3/25/2022	BC1577759	GALLS, LLC.	UNIFORMS: BARRERA	\$ 1,534.47	medic
301636	3/25/2022	BC1577888	GALLS, LLC.	ANNUAL UNIFORM ORDER: LAMP	\$ 176.81	medic
301672	3/25/2022	9257306846	GRAINGER	MAINTENANCE SUPPLIES	\$ 13.89	dwwtp
301647	3/25/2022	B14968327	SHI INTERNATIONAL CORP.	ADOBE FOR WWTP	\$ 329.14	infosys
301796	3/25/2022	0066451-IN	ZENNER USA, INC.	FREIGHT FOR MTK BYPASS MTR	\$ 25.79	dshop
301669	3/26/2022	1062644	FERGUSON ENTERPRISES, INC	WATER METERS	\$ 2,479.42	wdist
301481	3/26/2022	ReimbMiller	MILLER, MATTHEW	MATT MILLER TRAVEL REMIBURSEMENT 03.22	\$ 92.40	executive
301642	3/26/2022	12P10557	MOTOR TRUCKS, INC	BRAKE PADS #213	\$ 262.52	dshop
301661	3/26/2022	9902820555	VERIZON WIRELESS	WTP SCADA 2/27-3/26/22	\$ 516.22	dwwtp
301806	3/28/2022	S010679220.007	CONSOLIDATED SUPPLY CO.	CONCRETE METER BOXES- WATER INVENTORY	\$ 3,092.39	wdist
301489	3/28/2022	020774445	GALLS, LLC.	UNIFORM JACKET; NEW HIRE DANIEL	\$ 683.40	apd
301673	3/28/2022	219485	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS	\$ 2,616.64	dwwtp
301675	3/28/2022	0282332-IN	REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 617.98	dwwtp
301423	3/28/2022	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 3/28-4/27/22	\$ 78.25	finance
301478	3/28/2022	360-293-3725-0501135	ZIPLY FIBER	DEPOT PHONE 3/28-4/27/22	\$ 98.61	parks1
301485	3/28/2022	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 3/28-4/27/22	\$ 71.86	apd
301486	3/28/2022	360-588-1422-0822015	ZIPLY FIBER	APD BUSINESS LINE 3/28-4/27/22	\$ 295.56	apd
301487	3/28/2022	360-588-9248-0619005	ZIPLY FIBER	APD BACKUP LINE 3/28-4/27/22	\$ 204.45	apd
301488	3/28/2022	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 3/28-4/27/22	\$ 84.67	apd
301496	3/28/2022	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 3/28-4/27/22	\$ 56.21	publib
301650	3/28/2022	360-293-9063-0926075	ZIPLY FIBER	STA 3 WIFI SERVICE: 3/28 - 4/27/22	\$ 87.30	medic
301655	3/28/2022	360-299-0813-1017915	ZIPLY FIBER	WWTP 3/28-4/27/22	\$ 308.82	dwwtp
301807	3/28/2022	360-299-3674-0214175	ZIPLY FIBER	OPS 03/28- 04/27/22	\$ 70.20	dshop

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
301792	3/29/2022	315119A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 278.60	pwfac
301794	3/29/2022	318217	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 1,236.17	pwfac
301666	3/29/2022	WAANA140698	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 461.27	dwwtp
301490	3/29/2022	020785380	GALLS, LLC.	UNIFORM SHIRTS; NEW HIRE DANIEL	\$ 136.25	apd
301419	3/29/2022	256322	NAPA	AIR TOOL LUBE	\$ 7.83	dshop
301420	3/29/2022	256238	NAPA	ANIT SEIZE COMPOUND	\$ 20.22	dshop
301646	3/30/2022	97988	BLYTHE MECHANICAL, INC	WTP CHEMICAL BUILDING HEAT REPAIR	\$ 2,827.76	dwwtp
301667	3/30/2022	WAANA140731	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 166.33	dwwtp
301808	3/30/2022	1086377	FERGUSON ENTERPRISES, INC	1.5 OMNI C2 METER- INVENTORY	\$ 3,069.60	wdist
301540	3/30/2022	256377	NAPA	OIL- #704	\$ 110.93	dshop
301804	3/30/2022	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS PT RD STREET LIGHTS: 03/01-03/30/22	\$ 28.74	dshop
301690	3/30/2022	20221	SKAGIT PUBLISHING LLC	PUBLISH AA-216817	\$ 44.66	finance
301691	3/30/2022	20222	SKAGIT PUBLISHING LLC	PUBLISH AA-217983	\$ 97.44	finance
301692	3/30/2022	20223	SKAGIT PUBLISHING LLC	PUBLISH AA-218215	\$ 312.62	finance
301640	3/30/2022	220290	T-SHIRTS BY DESIGN	WTP UNIFORMS	\$ 1,049.92	dwwtp
301685	3/30/2022	220379	T-SHIRTS BY DESIGN	PARKS CREW SHIRTS	\$ 352.51	parks1
301795	3/31/2022	318217A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 52.33	pwfac
301641	3/31/2022	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 3/2-3/30/22	\$ 5,848.14	dwwtp
301682	3/31/2022	AN 84947	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 82.97	medic
301551	3/31/2022	INV-107888	DUDE SOLUTIONS INC	SMARTGOV SOFTWARE FOR PCED - LASERFICHE CONNECTOR CONFIGURATION	\$ 2,584.01	plan
301541	3/31/2022	812-24836	GCR TIRES & SERVICES	TIRES- #213	\$ 1,230.31	dshop
301546	3/31/2022	812-24837	GCR TIRES & SERVICES	FLAT REPAIR #517	\$ 78.00	dshop
301547	3/31/2022	812-24839	GCR TIRES & SERVICES	TIRE ROTATION #515	\$ 275.13	dshop
301548	3/31/2022	812-24840	GCR TIRES & SERVICES	TIRES #515	\$ 629.42	dshop
301805	3/31/2022	1433960	GENERAL PACIFIC INC	NICOR B12 LIDS- INVENTORY	\$ 2,543.20	wdist
301643	3/31/2022	12960909	HACH COMPANY	FREE CHLORINE REAGENT SETS X 24 FOR	\$ 2,776.25	dwwtp
301829	3/31/2022	209766	INFOSEND, INC.	MARCH 2022 PROCESSING	\$ 3,630.55	finance
301494	3/31/2022	MARCH 2022	KORTERUD, WAYNE D	INDIGENCY SCREENING	\$ 415.00	court
301798	3/31/2022	191825	LAKE SIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK SALES- WATER DEPT	\$ 399.50	wdist
301800	3/31/2022	191826	LAKE SIDE INDUSTRIES, INC.	ASPHALT- WATER DEPT	\$ 936.39	wdist
301824	3/31/2022	10494464	LANGUAGE LINE SERVICES, INC	INTERPRETER SERVICES	\$ 31.85	court
301559	3/31/2022	1925379	MILES SAND & GRAVEL CO.	1-1/4" CSBC	\$ 391.68	dshop
301557	3/31/2022	12W1975	MOTOR TRUCKS, INC	DIAGNOSE & REPAIR #609	\$ 631.52	dshop
301538	3/31/2022	256550	NAPA	MISC FILTERS #859	\$ 63.92	dshop
301539	3/31/2022	256593	NAPA	OIL FILTER- #859	\$ 6.76	dshop
301822	3/31/2022	29620	ORCA INFORMATION, INC	BACKGROUND CHECKS	\$ 225.40	hr
301561	3/31/2022	022600	REECE, STORMIE	DEPOT CLEANING MARCH 2022	\$ 902.00	parks1
301562	3/31/2022	CL41458	REISNER DISTRIBUTOR INC	VEHICLE FUEL - MARCH 2022	\$ 34,803.14	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
301649	3/31/2022	B15015055	SHI INTERNATIONAL CORP.	ADDITIONAL BLUEBEAM REVU LICENSES FOR ENGINEERING AND PLANNING	\$ 719.47	infosys
301482	3/31/2022	E 202203310082	SIMPLIFILE, LC	DZIMINOWICZ FIBER EASEMENT - 4217 MARINE CREST PLACE	\$ 218.38	fiber
301484	3/31/2022	E 202203310083	SIMPLIFILE, LC	SCHUTZLER FIBER EASEMENT - 4905 CROATIAN WAY	\$ 217.38	fiber
301827	3/31/2022	1st QTR PROBATION	SKAGIT COUNTY DISTRICT COURT	1ST QTR PROBATION SERVICES	\$ 5,100.00	court
301830	3/31/2022	1st QTR 2022	SKAGIT COUNTY DISTRICT COURT	COMMUNITY COURT FEES	\$ 1,830.27	court
301791	3/31/2022	220388	T-SHIRTS BY DESIGN	REC DEPT SHIRTS FOR SPORTS	\$ 1,785.41	pkrec
301535	3/31/2022	111203	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 252.15	dshop
301637	3/31/2022	111201	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 120.00	medic
301645	3/31/2022	111210	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 117.50	dwnp
301495	3/31/2022	ReimbWilson	WILSON, LESLIE	PLA PER DIEM-LYFT EXPENSES LW	\$ 450.00	publib
301536	4/1/2022	PS 2021 #2	ANACORTES FAMILY CENTER	CDBG 2021 PUBLIC SERVICES PAYMENT #2	\$ 5,900.14	plan
301544	4/1/2022	4/1/2022	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - MARCH 2022	\$ 4,166.67	apd
301639	4/1/2022	7195786797	CARDINAL HEALTH 110, INC.	PHARMA: FENTANYL, MORPHINE	\$ 55.82	medic
301621	4/1/2022	1061	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 105.00	court
301622	4/1/2022	1060	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 180.00	court
301623	4/1/2022	1059	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 37.50	court
301624	4/1/2022	1058	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 172.50	court
301625	4/1/2022	1057	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 315.00	court
301626	4/1/2022	1062	LAW OFFICE OF CARA LORENZO	PUB DEF CONF	\$ 97.50	court
301810	4/1/2022	ReimbNations	NATIONS, JACQUELINE	TRAINING; WEST POINT LEADERSHIP WK 2 PER DIEM- NATIONS	\$ 230.00	apd
301556	4/1/2022	0322	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - MARCH 2022	\$ 387.50	parks1
301681	4/1/2022	2368	OAB ENGINEERING, LLC	STA 3 INTERNET - APRIL	\$ 85.00	medic
301811	4/1/2022	ReimbPruett	PRUIETT, CHAD	TRAINING; WEST POINT LEADERSHIP WK 2 PER DIEM- PRUIETT	\$ 230.00	apd
301671	4/1/2022	200012505505	PUGET SOUND ENERGY INC	WTP 3/1-3/31/22	\$ 76,652.09	dwnp
301674	4/1/2022	300000290043	PUGET SOUND ENERGY INC	STREET LIGHT: 02/02- 03/02/22	\$ 12,795.10	dshop
301676	4/1/2022	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 02/06- 03/08/22	\$ 101.67	dshop
301678	4/1/2022	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 03/01- 03/30/22	\$ 81.46	dshop
301679	4/1/2022	220025931985	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/03- 04/12/22	\$ 7.77	dshop
301680	4/1/2022	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 03/01- 03/30/22	\$ 457.35	dshop
301652	4/1/2022	5064261800	RICOH USA, INC	CITY WIDE 1/1-3/31/22	\$ 307.78	finance
301653	4/1/2022	5064261857	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 1/1-3/1/22	\$ 21.30	finance
301654	4/1/2022	5064261958	RICOH USA, INC	S/N C86152062 HR COPIES 3/1-3/31/22	\$ 13.42	finance

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
301812	4/1/2022	5064262133	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 3/1-3/31/22	\$ 27.58	apd
301818	4/1/2022	GB00100301	TRANSAMERICA LIFE INS CO	APRIL, LEOFF LONG-TERM CARE INSURANCE	\$ 634.98	hr
301558	4/1/2022	18715	TRANSPORTATION SOLUTIONS INC	R AVE - 32ND ST TRAFFIC ANALYSIS	\$ 1,790.50	plan
301627	4/1/2022	131473	VENTEK INTERNATIONAL	APRIL SERVER HOSTING AND CELL CARRIER	\$ 135.00	parks1
301620	4/1/2022	1394783-0043-8	WASTE MANAGEMENT	MARCH 2022 CONTRACTED SERVICES	\$ 126,270.91	finance
301688	4/1/2022	360-293-0045-0223175	ZIPLY FIBER	STA 1 BACKUP LINES: 4/1 - 4/30/22	\$ 152.28	medic
301819	4/2/2022	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 4/9-5/8/22	\$ 185.14	fiber
301815	4/2/2022	00005W5A83142	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-2-22	\$ 24.03	apd
301648	4/4/2022	7196174001	CARDINAL HEALTH 110, INC.	PHARMA: ADENOSINE, DIPHENHYD, AFRIN,	\$ 465.51	medic
301663	4/4/2022	WAANA140528	FASTENAL COMPANY	MAINTENCE SUPPLIES	\$ 114.04	dwwtp
301662	4/4/2022	RefundLindquist	LINDQUIST, MICHAEL	CAMPING RESIDENT REFUND	\$ 72.00	parks1
301793	4/4/2022	22005886	WASHINGTON STATE PATROL	BACKGROUND CHECK FOR ASAC	\$ 33.00	pkrec
301813	4/4/2022	22005824	WASHINGTON STATE PATROL	BACKGROUND CHECKS; MARCH 2022	\$ 198.75	apd
301802	4/5/2022	66808	COMMERCIAL FIRE PROTECTION INC	FACILITY FIRE EXTINGUISHER RECHARGE	\$ 152.21	pwfac
301797	4/5/2022	ReimbPratt	PRATT, JOEL	REIMBURSEMENT FOR WALL MOUNTS, HDMI EXTENDERS FOR SPILLMAN MONITORS IN EACH STAT	\$ 1,192.32	medic

Total	\$414,101.10
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City Council Agenda Bill

Meeting Date: April 11, 2022

Agenda Item: 5.c.

Agenda Item Title: Contract Award: Puget Way Waterline Relocation #22-110-WTR-001

Staff Contact(s): FRED BUCKENMEYER

Approved for Submittal to Council by **Action Type**
TIFFANY MATSON Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$113,544.44 to Larry Brown Construction, Inc. to perform the Puget Way Waterline Relocation project. This project will include clearing and grubbing the unimproved roads of Park Avenue and Allen Street, installing approximately 756 LF of 8-inch waterline and installing a 10' wide gravel road to access the new waterline for maintenance.

Background:

1. History: There have been several leaks and water flow issues as a result of the age and size of this 2" waterline. Additionally, this work needs to take place before any potential street improvements to Puget Way can happen.
2. Key Terms:
 - Contract is for a fixed price of \$113,544.44.
 - The Contractor shall complete the work by October 31, 2022.
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 Larry Brown Construction, Inc.

Budget Impact:

Contractor	Larry Brown Construction, Inc.
Contract Amount	\$113,544.44
Earmarked Funds	\$1,400,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No

Start Date
End Date

Notice to Proceed
10/31/22

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-110-WTR-001 with Larry Brown Construction, Inc. in the amount of \$113,544.44 to perform the Puget Way Waterline Relocation project.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 22-110-WTR-001



CONTRACT 22-110-WTR-001
AGREEMENT WITH
Larry Brown Construction, Inc.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Larry Brown Construction, Inc., a private contractor at PO Box 29960, Bellingham, WA 98226 (herein after referred to as "Contractor").

PROJECT
Puget Way Waterline Relocation

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the Puget Way Waterline Relocation project. Work includes clearing and grubbing the unimproved roads of Park Avenue and Allen Street, installing approximately 756 LF of 8-inch waterline and installing a 10' wide gravel road to access the new waterline for maintenance. Work is subject to the 2018 City of Anacortes Engineering Standards, 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 **One Hundred Thirteen Thousand Five Hundred Forty-Four Dollars and Forty-Four Cents (\$113,544.44)**, which includes \$9,183.74 sales tax at an 8.8% rate. This includes all labor, materials, and standard freight for the project. The breakdown by line item is 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 all work by October 31, 2022.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Jeff Beltramini (360) 293-1936.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions, the incorporated 2018 City of Anacortes Engineering Standards, and the attached Exhibit A are included in this Contract Agreement.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

Larry Brown Construction, Inc.

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) (*ONE (1) filed per contractor and each subcontractor per contract*). 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 (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

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 twelve 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. 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.

5. 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.

6. 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.

7. 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. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** 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.

8. 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 City Attorney 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 City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the 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.

9. 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.

10. 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.

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

12. 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. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. 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 impact any other legal rights or remedies of the City.

13. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, 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 City.

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 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 section shall survive the expiration or termination of this Agreement.

14. 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. City Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the 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 City 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 scheduling 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

21. Changes/Additional Work. The City may engage 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

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

29. 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.

30. 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:

Larry Brown Construction, Inc.
Chris Brown
PO Box 29960
Bellingham, WA 98228



CONTRACT 22-110-WTR-001
EXHIBIT A

Bid Item	QTY	Unit	Unit Price	Total
Mobilization	1	ls	\$ 10,555.00	\$ 10,555.00
Clear & Grub	1	ls	\$ 20,500.00	\$ 20,500.00
Rough Grade	1	ls	\$ 1,475.00	\$ 1,475.00
8" Pipe	756	lf	\$ 72.20	\$ 54,583.20
Item 17 - Testing	1	ls	\$ 1,315.00	\$ 1,315.00
Item 18 - Hot Tap	1	ls	\$ 1,775.00	\$ 1,775.00
Item 19 - TeeNalve	1	ls	\$ 5,845.00	\$ 5,845.00
CSBC	250	tn	\$ 28.25	\$ 7,062.50
Erosion Control	1	ls	\$ 1,250.00	\$ 1,250.00
Subtotal				\$ 104,360.70
WSST 8.8%				\$ 9,183.74
Total				\$ 113,544.44

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).



City Council Agenda Bill

Meeting Date: April 11, 2022

Agenda Item: 5.d.

Agenda Item Title: Contract Modification: Anchor QEA, LLC Master Services Agreement - Former Anacortes Water Treatment Plant: Model Toxics Control Act and Demolition Implementation Technical Services #21-024-LEG-001

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Contract Modification
DARCY SWETNAM	

Item Summary: City staff seek Council consent to issue a contract modification to Anchor QEA, LLC in the amount of \$162,200.00, increasing the total contract price to \$760,608.00, affecting Task Order #4, "Former Anacortes Water Treatment Plant: Model Toxics Control Act and Demolition Implementation Technical Services."

Background:

1. **Reason for Contract Change:** This modification adds Task Order #4 to include modifying Task 2 - Demolition Design and Bid Procurement Support (\$127,100 estimated), Task 3 - MTCA Cleanup Support (\$7,050 estimated), Task 4 - On-Call Support (\$8,700 estimated) prior to issuing the request for bids; modifying Task 1 for related project management support (\$4,500 estimated); and extending the period of performance through January 31, 2022.
2. **History:** The City has been working with Anchor QEA on its water treatment plant site under the Model Toxics Cleanup Act. Anchor QEA has been a critical part of the City's team, overseeing necessary testing, site evaluation, and cleanup and demolition planning. The City is now in the final design phase and preparing for construction. Anchor QEA will provide a clear estimate for demolition, which includes everything but overseeing construction and clean-up.
3. **Key Terms:**
 - Work will be performed for on a time and materials basis not-to-exceed \$760,608.00.
 - Period of performance is extended 275 days to December 31, 2022 to provide adequate time for accomplishment of above items in Task Order #4 Scope of Work.

4. Competitive Bidding: This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Anchor QEA, LLC
Original Agreement Amount	\$458,400.00
Current Agreement Amount	\$598,408.00
Change Per this Modification	\$162,200.00
Total After Modification	\$760,608.00
All Mods % of Total Contract Amount	40%
Earmarked Funds	\$300,000.00 (2021)
BARS #	401.711.534.00.41
Paid on Contract as of 4/1/2022	\$505,556.86
Budget Amendment Required?	Yes
Revenue Source?	Water utility
Start Date	Inception
End Date	12/31/22

Previous Action: Council approved Contract [21-024-LEG-001](#) at the [January 25, 2021](#) meeting, approved [Modification 01](#) at the [September 7, 2021](#) meeting, and approved [Modification 02](#) at the [December 13, 2021](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to contract 21-024-LEG-001 with Anchor QEA, LLC in the amount of \$162,200.00, increasing the total contract price to \$760,608.00.

Alternative Actions: Not approve the contract modification

Attachments (listed in order presented):

1. 21-024-LEG-001 Mod 03



Date April 11, 2022
Page 1 of 1 Pages

Contract Title MASTER SERVICES AGREEMENT
Vendor Anchor QEA, LLC

BACKGROUND

This modification provides for an increase in the Scope of Work to include Task Order #4, "Former Anacortes Water Treatment Plant Model Toxics Control Act (MTCA) Cleanup and Demolition Design and Bid Support" and an equitable price adjustment in consideration of changes in Work. Accordingly, the contract price is increased from \$598,408.00 by \$162,200.00 to \$760,608.00 and the period of performance for Task Order #4 is extended through December 31, 2022, to allow for additional Demolition Design and Bid Procurement Support (Task 2), MTCA Cleanup Support (Task 3), On-Call Support (Task 4), and associated Project Management and Meetings (Task 1). The following changes are incorporated under this contract:

ARTICLE 3.J. ATTACHMENTS AND SCHEDULES

The paragraph is hereby deleted and replaced with the following:

"The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment 1: Authorized Scope of Services, Budget, and Billing Rates – Task Order #1

Attachment 2: Authorized Scope of Services, Budget, and Billing Rates – Change Order to Task Order #2, dated November 16, 2021.

Attachment 3: Authorized Scope of Services, Budget, and Billing Rates - Task Order #3

Attachment 4: Authorized Scope of Services, Budget, and Billing Rates - Task Order #4

All other terms of the contract remain unchanged.

CITY OF ANACORTES

ANCHOR QEA, LLC

By _____
Matt Miller, Mayor

By _____

Date _____

Date _____

Original Agreement Amount	<u>\$458,400.00</u>	Original Contract Completion Date	<u>03/31/2022</u>
Current Agreement Amount	<u>\$598,408.00</u>	Current Contract Completion Date	<u>03/31/2022</u>
Change Per this Modification	<u>\$162,200.00</u>	Net Change	<u>275 Days</u>
Total After Modification	<u>\$760,608.00</u>	Contract Completion Date After Change	<u>12/31/2022</u>

Task Order #4 Scope of Work

March 29, 2022

Former Anacortes Water Treatment Plant MTCA Cleanup and Demolition Design and Bid Support

City of Anacortes, Washington

Contract #21-024-LEG-001

Project Understanding

This Scope of Work includes effort for Anchor QEA, LLC, to support the City of Anacortes (City) with finalization of the Model Toxics Control Act (MTCA) cleanup and source control (e.g., demolition) design and development of the bid package for the Former Anacortes Water Treatment Plant (Anacortes FWTP) through December 31, 2022. The decommissioned Anacortes FWTP is located in Mount Vernon, Washington, and is owned by the City. The FWTP facilities include an Administration Building, a Sedimentation Basin, a Filtration Basin, and a Clear Well. A new, operational water treatment plant, also owned by the City, is located adjacent to the FWTP.

The City entered into an Agreed Order (AO) with the Washington State Department of Ecology (Ecology) in August 2019 to perform a Remedial Investigation (RI) and Feasibility Study (FS) and develop a Draft Cleanup Action Plan (CAP). The Final RI and FS reports were approved by Ecology in July 2020, and the Final CAP was issued in July 2021. As described in the CAP, the City plans to remove approximately 260 cubic yards of polychlorinated biphenyl (PCB)-contaminated soil and demolish the FWTP structures that are a source of contamination to soil (i.e., the former Sedimentation and Filtration Basins) to achieve permanent source control. The MTCA cleanup and source control activities are being performed under a Consent Decree with Ecology, which was signed on December 10, 2021. In addition, the City plans to demolish the former (decommissioned) Administration Building and Clear Well to prepare the area for potential redevelopment. MTCA cleanup (soil removal), and demolition activities are anticipated to begin in late 2022.

This Scope of Work includes effort to complete the demolition design and prepare bid documents, support contractor procurement, and provide MTCA cleanup support. This Scope of Work also includes on-call support to assist the City with additional directed tasks (e.g., financial reporting requirements) and routine check-in meetings to support the Scope of Work through December 31, 2022. This scope of work will be completed in order to achieve a bid date of summer 2022. Engineering support during demolition and MTCA cleanup activities (e.g., on-site construction management and air monitoring, post-construction performance monitoring and cleanup completion reporting) will be included in a separate Scope of Work.

Scope of Services and Deliverables

The Scope of Work includes the following tasks:

- Task 1 – Project Management and Meetings
- Task 2 – Demolition Design and Bid Procurement Support
- Task 3 – MTCA Cleanup Support
- Task 4 – On-Call Support

Task 1: Project Management and Meetings

This task includes effort (8 hours per month on average) for routine client communications (e.g., emails and monthly check-in meetings) and internal coordination, project schedule updates, and monthly project accounting through December 31, 2022.

Deliverables

- Meeting agendas, as needed (PDF)

Assumptions

- Anchor QEA will lead monthly 1-hour check-in meetings with the City and provide routine updates on project status and schedule.

Task 2: Demolition Design and Bid Procurement Support

This task includes additional effort to support finalization of the demolition design package and two design review meetings with the City. This task also includes effort to prepare the contractor bid package (Project Manual for Bid), attend the pre-bid site walk, provide additional site walk time for bidders, and address contractor questions in one bid addendum.

Demolition Design

Anchor QEA will complete the demolition design and supporting technical documents necessary to facilitate procurement of contractor services to implement demolition activities. This task includes the following activities:

- Preparation of Division 00 specifications that detail procurement and contracting requirements.
- Coordination with the City and the City's counsel regarding the contract to be included in the Division 00 specifications (the contract language to be developed by the City and the City's counsel).
- Updating and completing technical specifications and construction drawings for procurement. Changes due to the results of the pre-design investigation activities, utility verifications, and

final site grading discussions will be incorporated in the drawings. The construction drawings will include specific locations and activities to be performed associated with each area/structure. The specifications will include a narrative summarizing the work activities to be completed and will include assumptions that will be applied to the project by the bidding contractors.

- Collection up to five additional pre-design samples to refine demolition segregation and waste information (if any).
- Preparation of an Air Monitoring Plan to be provided as an appendix to the Demolition Design. The air monitoring plan will describe air monitoring activities and associated action levels and control measures to be implemented during the demolition activities.
- Preparation of a bid form to be completed by bidding contractors and submitted with the bid proposal. The bid form will include lump sum costs and unit costs.
- Preparation of an engineer's estimate of probable construction costs for comparison to contractors' proposals.
- Preparation of a Supplemental Information Attachment (SIA) to accompany the bid package. The SIA will provide contractors with project- and site-specific information to aid in the development of their competitive bids, including existing site drawings. The SIA will be provided in electronic format (PDFs) for inclusion in the information provided to the bidders.
- Preparation of a technical submittal register listing all submittals required by the Request for Bid (RFB) package.

Bid Procurement Support

Anchor QEA will perform the following activities to support contractor procurement:

- Assemble the final RFB package for announcement by the City, including the following:
 - RFB "Instructions to Bidders" summary document
 - Specifications (Division 00 and Technical Specifications)
 - Contract Drawings
 - Bid item descriptions
 - Bid form
- Prepare for and participate in one pre-bid site meeting with prospective contractors. Anchor QEA assumes five staff will attend the pre-bid site meeting. Anchor QEA will prepare meeting minutes and distribute minutes in an addendum to the RFB. The RFB addendum will include a summary of items discussed during the meeting, responses to questions submitted in writing by prospective bidders either prior to or during the meeting, and revisions and/or clarifications of bid documents (if necessary). The RFB addendum will be provided to the City electronically for distribution. Subsequent addenda (if needed) are not included in this Scope of Work and cost estimate.

- Prepare the areas as needed for the site walk-throughs, including installation of caution tape to eliminate potential slip, trip, and fall hazards and to restrict access as needed.
- Facilitate 2 additional days for site walks by prospective demolition contractors to review the site and collect information necessary to prepare their bids.
- Review bids for conformance with the Contract Documents.

Deliverables

- Engineer's Estimate of Probable Construction Costs
- Final RFB package, including the following:
 - RFB "Instructions to Bidders" summary document
 - Specifications (Division 00 and Technical Specifications)
 - Contract Drawings
 - Bid item descriptions
 - Bid form
 - Supplemental information attachment (project and site-specific information)
- RFB Addendum, including the following:
 - Meeting minutes from pre-bid site meeting
 - Responses to questions submitted in writing by prospective bidders
 - Revisions and/or clarifications of bid documents (if necessary)
- Air Monitoring Plan

Assumptions

- The City of Anacortes will perform the following tasks during the procurement process:
 - Electronic distribution of the final RFB package to the Builder's Exchange and necessary City entities (i.e., City Engineer, etc.)
 - Correspondence/notification to bidders during the bidding process
- Deliverables will be provided in electronic form; hard copies, if requested, will require additional cost to cover printing.

Task 3: MTCA Cleanup Support

This task includes effort to support required MTCA cleanup reporting to Ecology in accordance with the Consent Decree including development of quarterly progress reports and finalization of the Engineering Design Report (EDR) in 2022. Additional Ecology-required activities (i.e., post-construction performance monitoring and project completion reporting) will be included in a separate scope of work.

Reporting to Ecology

This subtask includes effort to develop Quarterly Progress Reports as required by the Consent Decree. For budgeting purposes, three progress reports are assumed, including a draft for City

review and a final Quarterly Progress Report for Ecology submittal each quarter through December 31, 2022.

Final Engineering Design Report

The Draft EDR was submitted to Ecology for review on January 7, 2022 and was approved by Ecology on February 15, 2022. This task includes effort to produce a final copy of the EDR in accordance with the Consent Decree. The Consent Decree schedule (Exhibit C to the Consent Decree) requires that the Final EDR be submitted within 30 days of receipt of Ecology comments and any required permits.

Deliverables

- Quarterly Progress Reports (Draft for City review, Final PDF to Ecology)
- Final EDR (Ecology submittal, as PDF)

Assumptions

- This task does not include post-construction performance monitoring or preparation of a Project Completion Report, which will be required by Ecology as part of the cleanup action; that effort will be included in a separate scope of work.
- Deliverables will be provided in electronic form; hard copies, if requested, will require additional cost to cover printing.

Task 4: On-Call Support

This task includes up to 36 hours to assist the City with additional directed tasks, as needed, to support the project through December 31, 2022. These may include, but are not limited to, assistance with annual financial reporting requirements (i.e., associated with the City's environmental liabilities) under Governmental Accounting Standards Board Statement No. 49 (GASB49), support with Remedial Action Grant application materials, and support with public communications.

Deliverables

- Year-End 2021 GASB49 Liability Reporting Materials for the Anacortes FWTP project
- Remedial Action Grant application materials

Budget

Project costs are summarized in Table 1. Anchor QEA will routinely review its budget and inform the City of any anticipated scope and budget adjustments.

Table 1
Project Budget

Task	Description	Estimated Hours	Estimated Labor Costs	Estimated Subcontract or Costs	Expenses	Total Estimated Budget
1	Project Management and Meetings	80	\$19,350	--	--	\$19,350
2	Demolition Design and Bid Procurement Support	520	\$117,300	\$2,650	\$7,150	\$127,100
3	MTCA Cleanup Support	32	\$7,050	--	--	\$7,050
4	On-Call Support	36	\$8,700	--	--	\$8,700
Total		668	\$152,400	\$2,650	\$7,150	\$162,200

Anchor QEA proposes to perform this Scope of Work on a time-and-materials basis. Anchor QEA's 2022 labor billing rates are provided in Appendix A. Anchor QEA will communicate closely with the City on project/budget status and will notify the City as soon as possible if changes in scope are anticipated. Anchor QEA will not exceed the budgeted amount of \$162,200 without prior authorization by the City.

Schedule

This scope of work will be completed in order to achieve a bid date of summer 2022.

ACCEPTED BY:

Rebecca Gardner, PE
Member
Anchor QEA, LLC

Date

Matt Miller
Mayor
City of Anacortes

Date

Appendix A

2022 Billing Rates

Anchor QEA, LLC

2022 BILLING RATES

Professional Level Hourly Rates

Principal CM ¹ /Engineer/LA ² /Planner/Scientist	\$292
Senior Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$256
Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$239
Senior Analyst/CM/Engineer/LA/Planner/Scientist	\$212
Staff 3 Analyst/CM/Engineer/LA/Planner/Scientist	\$186
Staff 2 Analyst/CM/Engineer/LA/Planner/Scientist	\$167
Staff 1 Analyst/CM/Engineer/LA/Planner/Scientist	\$141
Senior CAD ³ Designer	\$147
CAD Designer	\$123
Technician	\$119
Senior Technical Editor	\$145
Technical Editor	\$123
Senior Project Coordinator	\$139
Project Coordinator	\$114

Special Hourly Rates

National expert consultant	\$474
All work by a testifying expert	1.5 times professional level rate
Expert Advisor	\$364

EXPENSE BILLING RATES

Expense Rates

Computer Modeling (per hour)	\$10.00
Graphic Plots (varies with plot size)	\$3-\$6/sf
Mileage (per mile)	Current Federal Standard

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

¹ CM: Construction Manager

² LA: Landscape Architect

³ CAD: Computer Aided Design



City Council Agenda Bill

Meeting Date: April 11, 2022

Agenda Item: 6.a.

Agenda Item Title: City Council Ward Redistricting Plan

Staff Contact(s): STEVE HOGLUND

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

Item Summary: RCW 29A.76.010 requires a public hearing and comment period before implementing the City's redistricting plan. This public hearing follows two consecutive weeks of notice in the City's official newspaper as required by state law, and the redistricting material is available on the City website, at the following link:
<https://anacorteswa.gov/1435/Ward-Redistricting-2022>

Comments can be emailed to the City Clerk at cityclerk@cityofanacortes.org or phoned in to (360) 293-1906.

If no changes are made to the proposed plan, which is to retain the existing Ward boundaries, then a resolution to adopt the plan will be presented to City Council on April 25th. The draft resolution and plan schedule are both attached.

Budget Impact:

NA

Previous Action: Discussion at [3/28/22](#) Council meeting

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented):

1. Resolution to adopt redistricting plan
2. Redistricting plan schedule

RESOLUTION NO. 3078

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES TO ADOPT A REDISTRICTING PLAN CONCERNING
THE CITY COUNCIL WARD BOUNDARIES**

WHEREAS, RCW 29A.76.010 requires municipal organizations to evaluate their elected officials' district boundaries after each federal decennial census to ensure they meet the criteria and intent outlined in the statute; and

WHEREAS, The City has evaluated the status of the Census results against the existing Council Ward boundaries and have found the existing boundaries to meet the intent of the statute in that the existing populations within all three ward boundaries are less than 2/10^{ths} of one percent different than the ideal populations; and

WHEREAS, The ideal population of each Ward is the Census total City population of 17,637 divided by 3, which is the number of council wards, giving an ideal population of 5,879 for each ward; and

WHEREAS, The City Council first reviewed the results of the Redistricting evaluation at the March 28th, 2022 City Council meeting, whose comments at that time supported that the existing Ward boundaries are found to meet state law and City Council expectations; and

WHEREAS, The City has published a plan which has been made accessible on the City of Anacortes website, and made available in hard copy if requested, and held a public hearing and taken public comment with proper notice as required by RCW 29A.76.010; and

WHEREAS, City Council finds that the current Council Ward boundaries meet the needs of the Citizens of Anacortes and the requirements of State Law.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the City of Anacortes Redistricting plan, which continues to use the existing Council Ward boundaries, is hereby adopted.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 25th day of April, 2022.**

MATTHEW C. MILLER, MAYOR

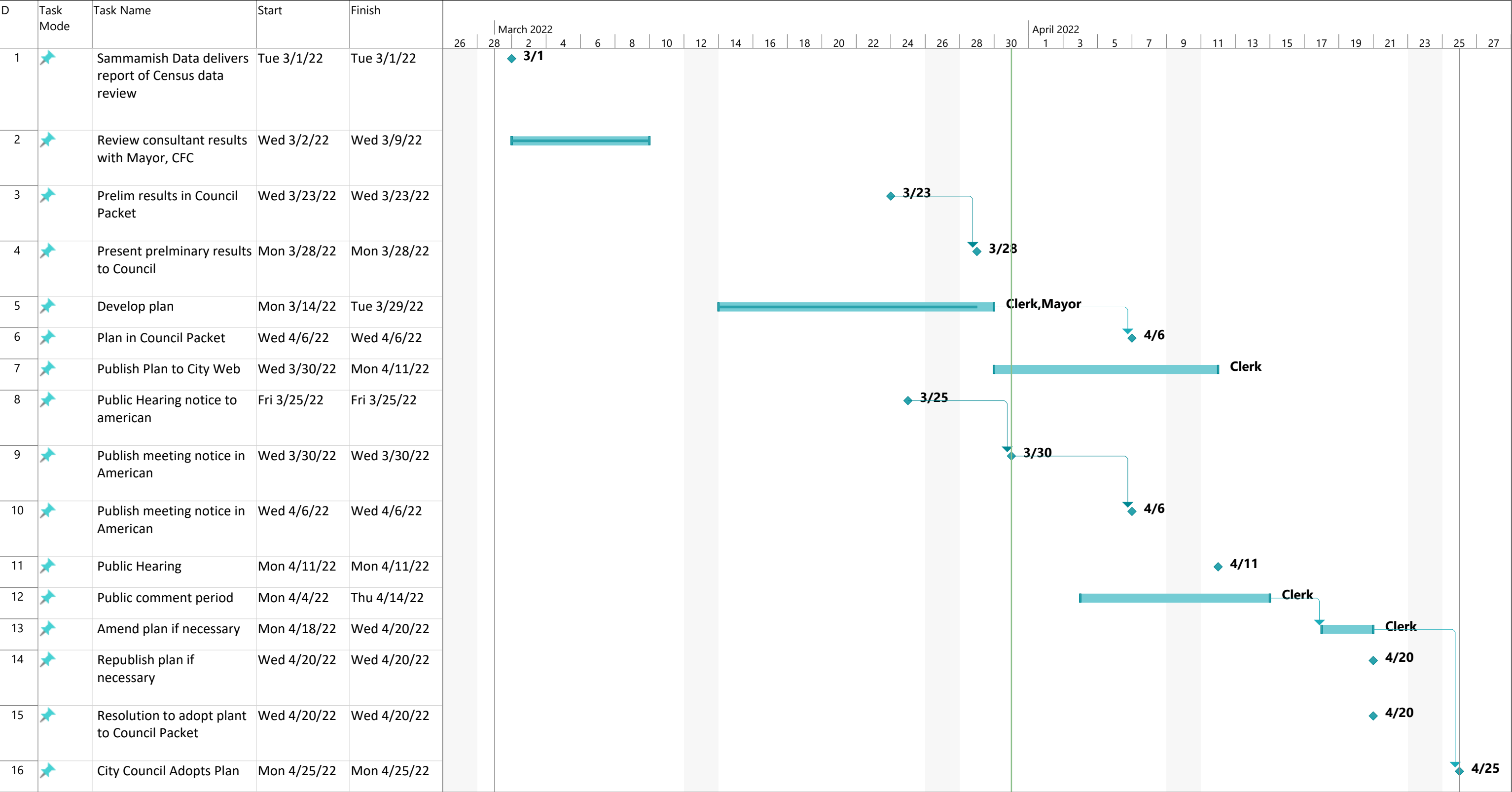
Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk Treasurer

2022 Redistricting Schedule



Project: schedule 2022 redistrictic Date: Thu 3/31/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



City Council Agenda Bill

Meeting Date: April 11, 2022

Agenda Item: 7.a.

Agenda Item Title: Waste Management Annual Report

Staff Contact(s): FRED BUCKENMEYER

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

Item Summary: Waste Management and the City of Anacortes partnered to provide recycling and yard/food waste collection for all residents. Garbage is collected by the City of Anacortes. Waste Management provides recycling and food/yard waste collection to the residents of Anacortes. Recycling and Food/Yard waste is collected weekly year round. Waste Management has provided their 2021 Annual Report to the City of Anacortes as attached.

Budget Impact:
n/a

Previous Action: n/a

Recommended Motion: n/a

Alternative Actions: n/a

Attachments (listed in order presented):

1. Waste Management Annual Report Slide Deck



ANNUAL REPORT 2021

City of Anacortes





THANK YOU, ANACORTES

As we continue our road to recovery, WM is honored to provide essential environmental services to the City of Anacortes. From our frontline drivers and public education team to our partners at the City, thank you for another great year of partnership!

- Rob Rutledge
District Manager
Skagit Hauling District

WM IS A PROUD CONTRIBUTOR TO YOUR COMMUNITY & OURS



Your community is our community, too!
In 2021, WM continues to be a member of the Anacortes Chamber of Commerce and donated collection services to the Anacortes Arts Festival.



REDUCING CONTAMINATION IN RESIDENTIAL RECYCLING

As recycling markets continue to evolve, WM remains committed to reducing contamination and engaging the community in recycling right.

WM drivers continue to educate residents on recycling right by applying oops tags to customer carts where contamination is found. This provides a helpful reminder to residents about what materials are accepted in the recycling.

For customers that had three or more instances of contamination and needed additional guidance on how to recycle properly, WM outreach staff followed up with a phone call to offer tips and suggestions about proper recycling.





MULTIFAMILY RECYCLING RESOURCES

At multifamily properties, residents often don't have their own recycling cart. This creates a unique set of barriers to recycling correctly. To ensure that all residents have access to recycling, WM encourages multifamily property managers to deploy the **3C's** of successful recycling:

CONVENIENCE - Recycling and garbage containers should be equally convenient for tenants to access. This generally requires co-location of containers wherever possible.

CLARITY - It must be clear to tenants which container is for garbage and which container is for recycling. Containers should have large, identifying labels and image-based signs posted at every point of collection.

CAPACITY - There must be sufficient room in the recycling container for tenants to place their recyclables. For most properties, recycling service should be approximately 50 percent of its total service volume, with per unit capacity in the range of 20 to 30 gallons (0.10 to 0.15 cubic yards).

In 2021, WM mailed each multifamily property manager or owner a letter explaining the 3Cs of recycling and offering assistance with deploying these best practices.



3R'S OUTREACH – EDUCATING RESIDENTS TO REDUCE, REUSE & RECYCLE

In 2021, WM brought the community and local organizations together virtually to become inspired with tips and tricks for waste reduction success. We partnered with the Skagit County Solid Waste Division to host a webinar event open to all residents. This event had 23 attendees and was promoted widely throughout the city via newsletters and event calendars of local nonprofits such as Transition Fidalgo.

The educational event focused on how to correctly sort items and addressed frequently asked recycling questions. We reminded participants that reducing and reusing is even more impactful than recycling to live more sustainably, and provided tips to avoid commonly disposed of items. Participants also learned why they need to keep contaminants, such as plastic bags and garbage, out of recycling bins. Callie Martin, Waste Reduction Recycling Education Specialist from Skagit County, discussed local "beyond the curb" recycling options, such as where to take old paint for recycling through the new Paint Care program. Through educational efforts like these, WM and the City can improve the sustainability of our community.

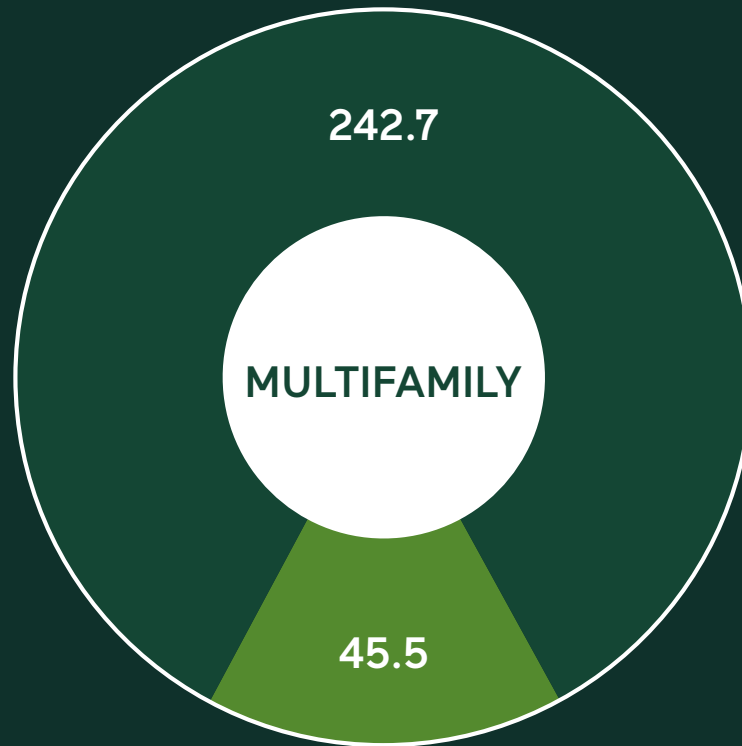


WM's Karissa Jones leads community recycling training



ANACORTES WASTE STREAM – 2021

[IN TONS]



RECYCLING ○
COMPOST ●



HARD WORK AND OPTIMISM



industry has been beset with difficult circumstances. Who can forget China's Operation Green Fence, National Sword, and Blue Sky?

But we always make it through because WM employees are resilient. The people who provide collection services, recyclables processing, operations management, customer service, public education, contract management and every other function, are hardworking and unfailingly optimistic.

From COVID-19's continuation, to supply chain disruptions, to labor shortages, 2021 has been a challenging year. Last year was, too. The truth is our

We're always working for a sustainable tomorrow by focusing on safety, our employees, our customers and the environment. The safety features of our fleet are too numerous to list. The My WM app brings customers 24/7 access to account and service information. Enhanced new benefits, like free college tuition for employees and dependents, helps WM recruit and retain dedicated employees. And our environmental commitment is demonstrated by significant investments - 2021 marks the fourth year WM will invest more than \$100 million per year in recycling infrastructure - more than any other company in North America. It's all part of how we **Do The Right Thing. The Right Way.**

The road to recovery may have a few detours, but with hard work and optimism, there's a bright future ahead. Thank you for your continued partnership. It is an honor to be your environmental services provider.

We'll get through this. Together.



MARY S. EVANS

Area Director
Public Sector Solutions



REDUCING CONTAMINATION IN RESIDENTIAL RECYCLING

As recycling markets evolve, WM remains committed to reducing contamination and engaging our communities in recycling right. Drivers continue to educate residents on recycling right by applying oops tags to customer carts when contamination is found. This provides helpful reminders to residents about what materials are accepted in the recycling. WM's education & outreach team work closely with drivers to answer recycling questions and train new employees on accepted recyclable items.



WM's Public Education Team at an early morning driver huddle



WM RECYCLE CORPS INTERNSHIP GOES VIRTUAL

The WM Recycle Corps college internship continues to be an annual program offered in Washington that provides students with hands-on experience in the environmental field and residents with the opportunity to learn about all things recycling. In 2021, WM continued the well-loved program while maintaining social distance. The result was WM's first remote internship, which resulted in over 11,000 customer

contacts throughout the Pacific Northwest. The team spread the sustainability message of waste reduction through video meetings, outreach calls, newsletter content, and more. WM's Smart TruckSM technology cameras allowed outreach staff to identify specific recycling contaminants to help businesses and multifamily properties with targeted solutions.



VIRTUAL CASCADE RECYCLING CENTER TOURS

The Cascade Recycling Center is the local material recovery facility, owned and operated by WM, which sorts comingled recyclable materials using high-tech machinery. In 2021, WM offered virtual behind-the-scenes tours to interested community groups. Virtual tours provide an opportunity to understand what happens to recyclables after collection and the importance of following recycling rules such as keeping out plastic bags.

These virtual tours have received extremely positive feedback from customers. Residents can tune in from the convenience of their home while avoiding traffic, which reduces the time commitment to attend this impactful experience. Going virtual has increased the accessibility of this experience as residents of any age and ability are able to attend. There is also no limit on how many residents can join. WM's biggest tour in 2021 included 130 registrations for a single tour! This allowed us to reach a wider audience and spread the sustainability message to more people.



EXPANDING OUR VIRTUAL OUTREACH TOOLKIT

When Covid-19 arrived in 2020, WM developed an array of tools and resources to educate customers on recycling right while remaining socially distanced. In 2021, we have continued to provide impactful virtual outreach by expanding our toolkit of educational offerings. These new offerings have expanded the reach of our work through increased accessibility and inclusion in our outreach.



RECYCLING 101 VIDEO IN JAPANESE

Making recycling education more inclusive is a top priority. In 2021, we built on the success of our "Recycling 101 video" by duplicating this video for our Japanese-speaking community. This short video contains key information on how to recycle right for businesses and residents alike.



WM REVENUE SHARING AGREEMENT (RSA) SUMMARY – 2021

Waste Management, King and Snohomish Counties partner on projects and programs with the goal of raising residential recycling rates. The RSA is our breeding ground for innovative, award-winning research and outreach strategies. Check out what we are working on now:

New! WM and King County Yard Waste Study – We are researching the barriers residents have to composting so that our engagement may be more innovative and meaningful to our communities.

New! WM and Snohomish Multifamily Textile Collection – WM will be working with property managers to collect clothing on site that residents no longer want. The program aims to keep textiles out of the garbage and is called Recovering Textiles Right Now (ReTURN).

New! Snohomish Social Media campaigns in multiple languages – We are creating transcreated and translated materials for our campaign in Korean, Vietnamese and Chinese.

Improved! CartWise, WM's App for King and Snohomish County Residents – In 2017, WM developed a recycling application that was an instant success. We worked hard to make it better and each year continue updating and improving WM CartWise. This app gives users information about recycling through an easy-to-navigate, searchable database of items with recycling and composting instructions.

To learn more about our RSA work in King and Snohomish Counties, go here:
↳ [Collective Summary - Waste Management Northwest \(wmnorthwest.com\)](https://wmnorthwest.com)



Our new multifamily textile collection pilot program branded cart

REMEMBER TO RECYCLE CLEAN PAPER, CANS, AND PLASTIC BOTTLES





WM PARTICIPATES IN THE 2021 WASHINGTON STATE LEGISLATURE SESSION

A unique coalition of the waste industry, business and environmental groups shaped and successfully passed a bill requiring recycled content in certain plastic bottles, jugs, and trash bags. Using post-consumer recycled content will help create market demand for recycled plastic. A stakeholder group is considering adding more plastic packaging to similar legislation in 2022. The measure gained bi-partisan support.

The legislature passed a Low Carbon Fuel Standard in 2021. The measure will reduce greenhouse gas emissions by reducing the carbon intensity of fuel used in the transportation sector. By decreasing the carbon intensity of fuel, the program aims to reduce GHG in Washington state to 20% below 2017 levels by 2038. In Washington State, 78% of our collection vehicles run on Renewable Natural Gas (RNG). Washington joins California and Oregon with a low carbon fuel standard.

OUR COMMITMENT TO SUPPORTING SUSTAINABLE COMMUNITIES CONTINUES

This past year has been one of extraordinary challenge and change – but also one filled with opportunity and achievement.

We are always working for a more sustainable tomorrow, please take a look at our 2021 sustainability report:

sustainability.wm.com

Since 2019, WM has spent over **\$110 million** on recycling infrastructure technology.

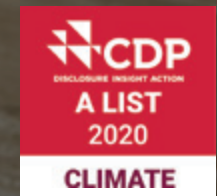
We continue to make strides in fleet emissions reduction, lowering greenhouse gas (GHG) emissions by **16 percent**.

We are powering **55 percent** of our more than 19,000 fleet of vehicles with renewable natural gas (RNG).



2021 ACCOLADES

On a company-wide level, we've proudly accepted recognition for our commitment to environmental protection, ethical business practices, diversity and hiring veterans.





April 2022

1

GPON CUSTOMER COUNT & REVENUE

Month	In Service	Static IPv4 Address	Internet Service Revenue	Static IPv4 Revenue	GPON Revenue	Other Revenue	MONTHLY REVENUE
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
Mar-22	1164	45	\$ 72,586.00	\$592.00	\$ 73,178.00	\$ 2,717.00	\$ 75,895.00
Apr-22	1223	46	\$75,677.00	\$601.00	\$ 76,278.00	\$ 2,717.00	\$ 78,995.00

2

CUSTOMER ORDERS

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue	Other Customers
100Mbps	360	\$ 14,040.00	100Mbps	44	\$ 3,916.00	\$ 867.00
100Mbps managed	327	\$ 16,023.00	100Mbps managed	41	\$ 4,059.00	\$ 1,156.25
1Gbps	232	\$ 16,008.00	1Gbps	47	\$ 7,003.00	\$ 693.75
1Gbps managed	159	\$ 12,561.00	1Gbps managed	13	\$ 2,067.00	
One Static IP	4	\$ 36.00	One Static IP	25	\$ 225.00	
Five Static IPs	3	\$ 60.00	Five Static IPs	14	\$ 280.00	
Total:	1078	\$ 58,728.00	Total:	145	\$ 17,550.00	
Grand Total	\$ 78,995.00					
	EDA	West End	Guemes View	AD HOC	Pilot Area	Total
Potential Customers	1815	2302	872	369	2273	7631
Sign-ups	736	856	208	17	1009	2826
Take-Rate	40.6%	37.2%	23.9%	4.6%	44.4%	37.0%
Partial Installs	0	16	0	0	0	16
In-Service	30	239	0	8	946	1223
Percentage of Orders in Service	4.1%	27.9%	0.0%	47.1%	93.8%	

Orders in our current service areas are exceeding business plan goals. 73 new orders have been placed over past month.

3

FIBER DIVISION CASHFLOWS

January – March 2022

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>YTD TOTAL</u>
REVENUES				
Internet	63,506	68,311		
Dark Fiber	1,156	1,156		
Ethernet	867	867		
Installation	6,851	7,637		
P-card Rebates	0	358		
total revenues	72,381	78,329	84,931	235,641
OPERATING EXPENSES	(66,785)	(77,909)	(95,927)	(241,862)
OPERATING CASHFLOW	5,596	420	(10,996)	(6,221)
CONSTRUCTION EXPENSES				
Backbone &				
Customer installations	(57,283)	(814,383)	(932,080)	(1,803,746)
Core equipment	0	0	0	0
TOTAL CASHFLOW	(51,686)	(813,963)	(943,076)	(1,809,967)

Note: some totals will be \$1 off, due to rounding

4

WEST END EXPANSION

- Installations underway
- As additional service areas are placed into service, customers are contacted to coordinate installation schedule
- Trenching, roadway restoration, and sidewalk panel replacement underway
- Securing easements on private streets



5

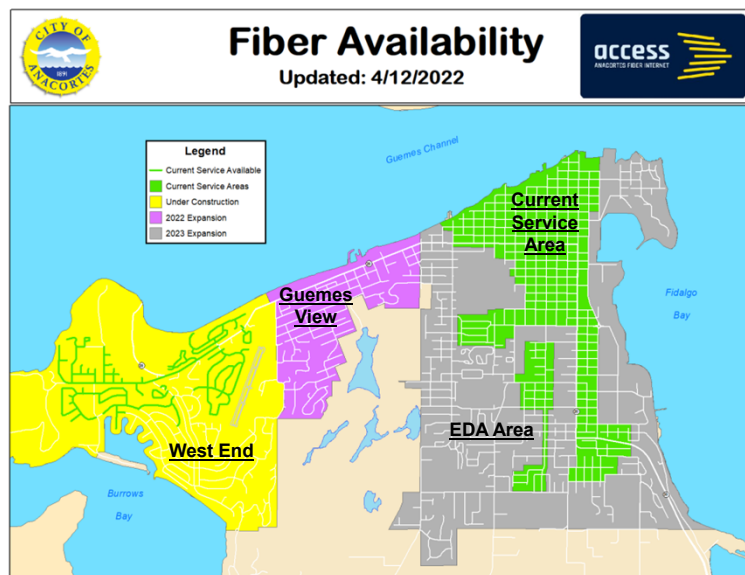
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NETWORK EXPANSION

<u>West End</u>	
Passes:	2,375
Cost:	\$7.225M
Funding:	Line of Credit ARPA

<u>EDA Area</u>	
Passes:	1,815
Backbone Cost:	\$4.0M
Funding:	EDA Debt
	\$2.25M \$1.75M

<u>Guemes View</u>	
Passes:	872
Cost:	\$3.887M
Funding:	Debt



6

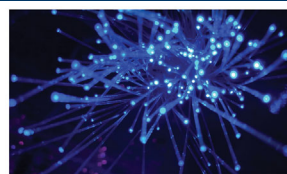
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NETWORK EXPANSION

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. 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	Ordering materials. Preparing construction request for proposals. Construction and installation in 2022.	- Project to be funded through debt - Investigating federal infrastructure loan options

7

COMMUNITY PARTNERSHIPS



ACCESS ANACORTES FIBER INTERNET

- > Faster Speeds
- > Lower Prices
- > More Reliable
- > Locally Run

Access Anacortes Fiber Internet supplies high speed internet to the Anacortes Public Library. Access Anacortes Fiber Internet is available throughout much of the City.

Sign up for service and learn more at www.anacorteswa.gov



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CONTINUING ACTIVITY

- *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.*
- *Regularly meeting with Finance department to plan for financial needs of fiber infrastructure*
- *EDA Representatives visiting Anacortes tomorrow*
- *Preparing Grant Application for Skagit County Economic Development Public Facility Project*

9

- **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

access
ANACORTES FIBER INTERNET



10

10



City Council Agenda Bill

Meeting Date: April 11, 2022

Agenda Item: 7.c.

Agenda Item Title: Resolution 3079 to forgive the Wilson Hotel Loan

Staff Contact(s): STEVE HOGLUND, DON MEASAMER

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

STEVE HOGLUND

Resolution

DARCY SWETNAM

Item Summary: The City of Anacortes contributed funding for the New Wilson Hotel during the revitalization project which concluded in 2007. The funding came from a CDBG grant, which the City loaned to the Anacortes Housing Authority (AHA), rather than pass through as a grant. A U.S. Department of Housing and Urban Development (HUD) grant specialist confirmed with City staff that the balance of the loan could be forgiven by Council Action if Council so desired. Forgiveness of the loan would alleviate a financial burden of the AHA, and allow additional resources to be contributed to their other affordable housing projects that are currently in work.

Budget Impact:

\$161,912.51 in forgone loan repayment

Previous Action: Januar 21, 2005 Promissory Note

Recommended Motion: I move to approve Resolution 3079 forgiving the balance of the Wilson Hotel loan.

Alternative Actions: Do not approve, leave existing loan in place

Attachments (listed in order presented):

1. Staff Slide Presentation
2. Resolution 3079
3. Wilson Hotel promissory note

New Wilson Hotel Loan

- In 2005 the City supported the Anacortes Housing Authority (AHA) project of redeveloping the Wilson Hotel into a multi use development of Affordable Housing.
- The City provided resources in the form of a \$270,000 loan that was funded from the Community Development Block Grant.
- At the time of the project the funds were loaned to the Housing Authority, but could have been passed through as a grant.

New Wilson Hotel Loan

- The original note outlined principal payments in the first paragraph of the Promissory Note to be equivalent to 50% of the net cash flow of the Project.
- Since the inception of the Loan, March 2006, there have been 6 principal payments totaling \$110,776.21.
- The note balance is \$160,912.51.
- The monies received fall under the same CDBG rules of use that the current CDBG funding has.
- HUD has directed the City that the Wilson Hotel loan is under City authority and can be cancelled by City action.

New Wilson Hotel Loan

- Currently the Housing Authority is working on two different affordable housing projects that the City is participating in via the voter approved Affordable Housing Sales Tax, and HB 1406 state tax credit.
- Cancellation of the loan would alleviate a fiscal burden and free up working capital for the Housing Authority's current affordable housing projects.
- Questions?

RESOLUTION NO. 3079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES TO FORGIVE THE BALANCE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY AND THE ANACORTES HOUSING AUTHORITY (AHA)

WHEREAS, in 2004 the City of Anacortes began the process of working with the Anacortes Housing Authority (AHA) to redevelop the New Wilson Hotel building into a mixed use of low-income housing units and retail space; and

WHEREAS, the loan repayment amount annually is based on net cash flow from the low-income housing project as laid out in the promissory note, which fluctuates from year to year and is difficult to forecast; and

WHEREAS, any payment over \$25,000 to the City triggers additional reporting and accounting requirements, which are administratively burdensome under the CDBG regulations; and

WHEREAS, on six occasions, the AHA has had to make payments to the City and only twice were those payments over \$25,000; and

WHEREAS, the repayment of the loan is creating a fiscal hardship for the AHA who is in the midst of developing additional low-income housing opportunities for the less fortunate citizens of Anacortes, which include two projects reliant on Affordable Housing Sales Tax that is collected by the City and passed through to the AHA; and

WHEREAS, the granting agency is U.S. Department of Housing and Urban Development (HUD) and their grant representative has confirmed with the City that the City has the authority to cancel the existing loan agreement, and relieve the AHA of the burden of repaying the remaining balance of the loan; and

WHEREAS, the City of Anacortes is desirous of supporting affordable housing, and would like to forgive the balance of the existing New Wilson Hotel loan to allow more AHA funds to be used on other projects that will directly increase the amount of affordable housing available in the City of Anacortes.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that that the balance of the loan between the AHA and the City of Anacortes as of March 31, 2022, in the amount of \$160,912.51 is now hereby forgiven, and authorizes the Finance Director to make the necessary accounting entries to eliminate that balance from the City accounting records.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 11th day of April, 2022.**

MATTHEW C. MILLER, MAYOR

Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk Treasurer

PROMISSORY NOTE

\$270,000.00

January 21, 2005
Anacortes, Washington

FOR VALUE RECEIVED, WILSON HOTEL HOUSING LLC, a Washington limited liability company ("BORROWER") promises to pay to the order of the CITY OF ANACORTES ("LENDER") the principal sum of TWO HUNDRED SEVENTY THOUSAND AND No/100'S DOLLARS (\$270,000.00). Interest shall accrue on the unpaid principal balance at an interest rate of one percent (1%) simple interest. Annual payments of interest only shall be due and payable commencing March 31, 2007 and on the 31st day of March each year thereafter with the full principal balance and all accrued interest, if any still owing, due and payable on March 31, 2047. In addition to the payments of interest, payments of principal in an amount equal to 50% of the Net Cash Flow of the Project calculated in accordance with the terms and conditions of the Amended and Restated Operating Agreement entered into upon the admission into Borrower of the low income housing tax credit investor, and consented to by Lender shall be due and payable on each interest payment date.

BORROWER may prepay at any time all or any part of the principal amount due on this Note without the payment of penalties or premiums, provided that BORROWER is not in default under this Note and the payment is identifiable as a prepayment of principal.

Upon default, LENDER may declare the entire unpaid principal balance on this Note and all accrued unpaid interest and late charges immediately due, without notice and, upon such declaration, BORROWER will be required to pay that amount. Upon default, including failure to pay upon final maturity, LENDER, at its option, may also, if permitted under applicable law, do one or both of the following:

- (a) Increase the interest rate on this note to the higher of the following: 12% per annum or 4% per annum above the then current prime rate as quoted by Bank of America; and
- (b) Add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate).

LENDER may hire or pay someone else to help collect this Note if BORROWER does not timely pay. In such case, BORROWER shall be required to pay LENDER the costs of such collection. This includes, subject to any limit under applicable law, LENDER's attorney fees and legal expenses whether or not there is a lawsuit, including attorney fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post judgement collection services. BORROWER shall also be required to pay any court costs incurred by LENDER in addition to all other sums provided by law. This Note has been delivered to LENDER and accepted by LENDER in the State of Washington. If there is a lawsuit BORROWER and all guarantors agree to submit to the jurisdiction of the courts situated in Skagit County, Washington or the Federal District Court for the Western District of Washington, at Lender's option. This Note shall be governed by and construed in accordance with the laws of the State of Washington without recourse to any principles of Conflicts of Laws.

If any installment of interest and principal or any part of such installment remains unpaid for a period of fifteen (15) days from its due date, the BORROWER hereby agrees to pay to the LENDER a late charge in the amount of 4% percent of the unpaid amount of such installment.

LENDER may delay or forego enforcing any of its rights or remedies under this Note without losing them. BORROWER and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that LENDER may renew, extend (repeatedly and for any length of time) or modify this loan, with the consent of Borrower, or release any party or guarantor; or impair, fail to realize upon or perfect LENDER's security interest in the collateral; and take any other action deemed necessary by LENDER without the consent of or notice to anyone. The obligations under this Note are joint and several.

The source of funds for this loan is the federal Community Development Block Grant Program (CDBG) of the CITY OF ANACORTES. The loan funds are for the express purpose of promoting low-income housing , with "low-income" designating households whose incomes is 80% or less of the

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Skagit County median income as adjusted for family size. The BORROWER covenants that the proceeds of this loan will be used for "low income" housing as defined herein and that such terms are specified in the Loan Agreement and the Deed of Trust securing this loan. The BORROWER agrees during the life of this loan to provide, or cause its successor-in-interest to provide, annual tenant income certifications such as copies of those made to the Washington State Housing Finance Commission as required under the tax credit or tax exempt bond programs, or other such forms of tenant income documentation as approved by the LENDER. In the event of violation of the any of the foregoing Covenants or other obligation of this Note or the Loan Agreement, of even date herewith, will result in all unpaid amounts of principal, interest and late fees being immediately due and payable.

This Note with interest is secured by a Deed of Trust and Covenant herewith executed and delivered by the BORROWER to the LENDER conveying certain real estate described therein situate in Skagit County, State of Washington, and more fully described in Attachment A hereto attached.

Notwithstanding anything to the contrary herein, Borrower, its assigns members, partners, officers, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in the Note, in the Deed of Trust or in this Loan Agreement and the sole recourse of the holder of the note shall be confined to the exercise of its rights under the Deed of Trust. Nothing however, shall diminish Borrower's liability for damages or deficiencies resulting from fraud, waste, material mismanagement and the misappropriation of rents.

This Note shall be construed in all respects and enforced according to the laws of the State of Washington without recourse to any principles of Conflicts of Laws.

Wilson Hotel Housing LLC,
a Washington limited liability company
By: The Housing Authority of the City of Anacortes,
managing member

By 
Its Executive Director



City Council Agenda Bill

Meeting Date: April 11, 2022

Agenda Item: 7.d.

Agenda Item Title: Ordinance 4020: An Interim Ordinance Extending Ordinance 3097, Ordinance 3054, Ordinance 3069, Ordinance 3076, and Ordinance 3088 a Moratorium on the acceptance of Certain Land Use Applications in the R4 Use Zone West of the Commercial Use Zone

Staff Contact(s): DON MEASAMER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DON MEASAMER	Ordinance

Item Summary: Ordinance 4020 would immediately extend the moratorium enacted by ordinance 3097, 3054, 3069, 3076 and 3088 for a period of six months regarding the acceptance of certain land use applications for building permits in the R4 Use Zone west of the Commercial Use Zone proposing to use the Bonus Height provisions of AMC 19.42.050 C. (Small Units) The moratorium would not apply to AMC 19.42.050. D the affordable units option. the

Budget Impact:
NA

Previous Action: Ordinance 3097 extending the moratorium and the work plan under Resolution 3058

Recommended Motion: I move to approve Ordinance 4020.

Alternative Actions: Revise and adopt Ordinance 4020

Attachments (listed in order presented):
1. Ordinance 4020

Ordinance No. 4020

An Interim Ordinance Extending Ordinance 3097, Ordinance 3054, Ordinance 3069, Ordinance 3076 and Ordinance 3088 a Moratorium on the Acceptance of Certain Land Use Applications in the R4 Zone West of the Commercial Zone

Whereas the City of Anacortes adopted new development regulations (Ordinance 3040) that, among other things, created new regulations governing the height limit in the R4 zone;

Whereas the bonus height provisions of AMC 19.42.050, which allow for an additional 10 feet of height over the standard height limit of 40 feet, have been the subject of community concerns and comments;

Whereas the City Council desires to review the maximum building height in the R4 zone west of the Commercial Zone; and

Whereas the City Council adopted Ordinance 3054 on October 21, 2019, declaring a moratorium on the acceptance of land use applications in the R4 Zone west of the commercial zone that seek to allow the height bonus provided in Section 19.42.050 C AMC; and

Whereas the City Council adopted Resolution 3005 on October 19, 2020, which affirmed the moratorium and adopted a work plan for evaluating bonus height provisions in the R4 Zone west of the Commercial Zone; and

Whereas the City Council adopted Ordinance 3069 on April 20, 2020, which affirmed the moratorium and extended it for an additional six months, through October 21, 2020; and

Whereas the City Council adopted Ordinance 3076 on October 12, 2020, which affirmed the moratorium and extended it for an additional six months, through April 21, 2021;

Whereas the City Council adopted Ordinance 3088 on April 12, 2021, which affirmed the moratorium and extended it for an additional six months, through October 12, 2021;

Whereas RCW 35A.63.220 and AMC 19.16.110 authorize the City Council to renew moratoriums, interim zoning ordinances, and interim official controls as a recognized technique to preserve the status quo while new plans and regulations are developed; and

Whereas the work plan adopted in Resolution 3058 has been interrupted by the current COVID 19 pandemic; and

Whereas the moratorium extension adopted in Ordinance 3097 is set to expire on April 11, 2022 if it is not extended; and

Whereas the City Council now finds that additional time is required to complete the actions in the work plan adopted by Resolution 3058 and

Whereas, as an interim ordinance, pursuant to WAC 197-11-880, the adoption of this ordinance is not subject to review under the State Environmental Policy Act;

Now, therefore, the City Council of the City of Anacortes does ordain as follows and adopts the following as findings of fact:

- Section 1. The above recitals are adopted as findings of fact.
- Section 2. The City Council finds that an emergency exists under RCW 35A.12.130 and this ordinance is necessary for the protection of public health, public safety, public property or the public peace, and with adoption by a majority plus one of the entire membership of the City Council (i.e., 5 members) is effective immediately.
- Section 3. The moratorium declared by Ordinance 3054 and extended by Ordinance 3069 and Ordinance 3076 and 3088 and 3097 is hereby renewed for an additional six months on the acceptance of any land use or building permit application within the R4 zone west of the Commercial Zone that proposes to utilize the bonus height provisions of AMC 19.42.050.C.
- Section 4. Pursuant to RCW 36.70A.390, the City Council will hold a public hearing on this interim ordinance extension within 60 days by accepting both in-person participation via the Zoom video platform and written comment.
- Section 5. This moratorium is effective for six-months but may be renewed for an additional six-month period if a subsequent public hearing is held and findings of fact are made prior to renewal.
- Section 6. The City Council supports review and consideration of alternatives to the bonus height provisions of AMC 19.42.050 in the R4 Use Zone west of Commercial Use Zone.
- Section 7. The Ordinance becomes effective upon approval of City Council with a public hearing within sixty days.

PASSED and APPROVED this 11th day of April, 2022

APPROVED:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: April 11, 2022

Agenda Item: 7.e.

Agenda Item Title: Contract Award: 32nd Street and M Avenue Intersection Improvements Project #19-002-TRN-003

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 \$889,822.50 to Colacurcio Brothers, Inc. to perform the 32nd Street and M Avenue Intersection Improvements Project. The project provides for the construction of a single lane roundabout at the intersection of 32nd Street and M Avenue. Work will include traffic control; clearing; grubbing; grading; roadway excavation; installing an enclosed storm drainage system; placing gravel base and crushed surfacing top course; hot mix asphalt paving; concrete curb and gutters, curb ramps, and sidewalk, landscaping; a rectangular rapid flashing beacon system (RRFB) across each leg of the roundabout; pavement markings and signing; and other related items of work.

Background:

1. **History:** In 2020, there was a call for Safety Projects from the Washington State Department of Transportation. An application was submitted identifying four intersections that met the grant requirements.

- Commercial Avenue from 11th Street to 13th Street.
- Commercial Avenue and 22nd Street.
- Commercial Avenue and 32nd Street
- M Avenue and 32nd Street.

The Washington State Department of Transportation selected M Avenue and 32nd Street from the list and awarded the City of Anacortes a \$1,050,000.00 grant. Additionally, the City received an additional federal funds for obligating grant funds by September 15, 2020. These funds will cover the entire cost of construction without any matching funds by the City of Anacortes.

2. **Key Terms:**

- Contract is for a fixed price of \$889,822.50.
- Physical completion shall be achieved within forty (40) Working days from the first day following the Notice to Proceed.

3. Competitive Bidding: On December 22, 2021 the City [solicited bids](#) for the subject project and on January 27, 2022 a bid opening was conducted and 6 bids were received. The apparent lowest bidder was determined to be nonresponsive because they did not provide a required form with their bid proposal. Colacurcio Brothers, Inc. was determined to be the lowest responsive, responsible bidder. The Engineer's Estimate for this project was \$1,200,000.

Budget Impact:

Contractor	Colacurcio Brothers, Inc.
Contract Amount	\$889,822.50
Earmarked Funds	WSDOT Safety Grant - \$1,480,265.00
BARS #	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	40 working days

Previous Action: Contract [19-002-TRN-001](#) for project design was fully executed on 6/5/19. [Modification 01](#) to extend the Period of Performance was executed on 10/25/19. [Modification 02](#) was approved at the [1/25/21](#) Council meeting. [Modification 03](#) was approved at the [12/13/21](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-002-TRN-003 with Colacurcio Brothers, Inc. in the amount of \$889,822.50 to perform the 32nd Street and M Avenue Intersection Improvements Project.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 32nd & M - Certified Bid Tab
2. 19-002-TRN-003
3. Colacurcio Brothers Construction Company, Inc.

Called By:	City of Anacortes 32nd Street/M Avenue Roundabout 904 6th Street Anacortes, WA 98221			Engineer's Estimate		1 Oceanside Construction, Inc, 1511 Mt Baker Highway Bellingham, WA 98226 360-933-1728		2 Colacurcio Brothers 3287 H Street Road Blaine, WA 98230 360-332-4044		3 SRV Construction, Inc. PO Box 5074 Anacortes, WA 98221 360-675-7100		4 Tiger Consturction LTD PO Box 368 Everson, WA 98247 360966-7252		5 Larry Brown Construction PO Box 29960 Bellingham, WA 98228 360-966-7206		6 WRS 2380 Grandview Road Ferndale, WA 98248 360-366-3303		Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
	CERTIFIED TABULATION OF BIDS RECEIVED																		
By: Date:	Luis Ponce, P.E. January 27, 2022																		
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Minor Changes	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -
2	Roadway Surveying	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 26,000.00	\$ 26,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,250.00	\$ 16,250.00	\$ 15,790.00	\$ 15,790.00	\$ 17,500.00	\$ 17,500.00	\$ 10,000.00	\$ 10,000.00	\$ 16,756.67	\$ 4,759.58
3	ADA Features Survey	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 3,400.00	\$ 3,400.00	\$ 3,295.00	\$ 3,295.00	\$ 3,700.00	\$ 3,700.00	\$ 4,000.00	\$ 4,000.00	\$ 5,482.50	\$ 4,262.44
4	Record Drawings (Minimum Bid \$3,000)	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,333.33	\$ 745.36
5	SPCC Plan	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 252.00	\$ 252.00	\$ 345.00	\$ 345.00	\$ 600.00	\$ 600.00	\$ 824.50	\$ 793.33
6	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 49,000.00	\$ 49,000.00	\$ 80,000.00	\$ 80,000.00	\$ 95,000.00	\$ 95,000.00	\$ 73,040.00	\$ 73,040.00	\$ 89,400.00	\$ 89,400.00	\$ 70,000.00	\$ 70,000.00	\$ 76,073.33	\$ 14,890.09
7	Project Temporary Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 1,600.00	\$ 1,600.00	\$ 30,000.00	\$ 30,000.00	\$ 14,000.00	\$ 14,000.00	\$ 15,975.00	\$ 15,975.00	\$ 28,200.00	\$ 28,200.00	\$ 12,000.00	\$ 12,000.00	\$ 16,962.50	\$ 9,718.04
8	Clearing and Grubbing	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,375.00	\$ 2,375.00	\$ 2,520.00	\$ 2,520.00	\$ 3,000.00	\$ 3,000.00	\$ 4,232.50	\$ 1,947.51
9	Removal of Structures and Obstructions	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 44,000.00	\$ 44,000.00	\$ 9,000.00	\$ 9,000.00	\$ 25,000.00	\$ 25,000.00	\$ 32,075.00	\$ 32,075.00	\$ 60,000.00	\$ 60,000.00	\$ 20,000.00	\$ 20,000.00	\$ 31,679.17	\$ 16,580.05
10	Sawcutting	700	LF	\$ 8.00	\$ 5,600.00	\$ 5.00	\$ 3,500.00	\$ 11.00	\$ 7,700.00	\$ 6.75	\$ 4,725.00	\$ 3.25	\$ 2,275.00	\$ 4.25	\$ 2,975.00	\$ 3.00	\$ 2,100.00	\$ 5.54	\$ 2.74
11	Roadway Excavation, Incl. Haul	1,500	CY	\$ 40.00	\$ 60,000.00	\$ 15.00	\$ 22,500.00	\$ 16.80	\$ 25,200.00	\$ 26.00	\$ 39,000.00	\$ 24.30	\$ 36,450.00	\$ 29.95	\$ 44,925.00	\$ 32.00	\$ 48,000.00	\$ 24.01	\$ 6.28
12	Potholing	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 675.00	\$ 675.00	\$ 479.00	\$ 479.00	\$ 515.00	\$ 515.00	\$ 2,000.00	\$ 2,000.00	\$ 828.17	\$ 536.21
13	Shoring or Extra Excavation Class B	200	SF	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 0.10	\$ 20.00	\$ 2.20	\$ 440.00	\$ 0.01	\$ 2.00	\$ 15.00	\$ 3,000.00	\$ 3.22	\$ 5.32
14	Crushed Surfacing Base Course	1,500	TON	\$ 40.00	\$ 60,000.00	\$ 30.00	\$ 45,000.00	\$ 25.00	\$ 37,500.00	\$ 32.00	\$ 48,000.00	\$ 31.30	\$ 46,950.00	\$ 34.10	\$ 51,150.00	\$ 40.00	\$ 60,000.00	\$ 32.07	\$ 4.51
15	Crushed Surfacing Top Course	550	TON	\$ 50.00	\$ 27,500.00	\$ 40.00	\$ 22,000.00	\$ 35.00	\$ 19,250.00	\$ 32.00	\$ 17,600.00	\$ 40.30	\$ 22,165.00	\$ 40.10	\$ 22,055.00	\$ 48.00	\$ 26,400.00	\$ 39.23	\$ 4.99
16	HMA Cl. 1/2 In. PG 64-22	900	TON	\$ 170.00	\$ 153,000.00	\$ 128.00	\$ 115,200.00	\$ 120.00	\$ 108,000.00	\$ 123.00	\$ 110,700.00	\$ 137.50	\$ 123,750.00	\$ 110.00	\$ 99,000.00	\$ 144.00	\$ 129,600.00	\$ 127.08	\$ 11.21
17	Planing Bituminuous Pavement	700	SY	\$ 10.00	\$ 7,000.00	\$ 12.00	\$ 8,400.00	\$ 11.00	\$ 7,700.00	\$ 9.70	\$ 6,790.00	\$ 11.90	\$ 8,330.00	\$ 12.50	\$ 8,750.00	\$ 8.00	\$ 5,600.00	\$ 10.85	\$ 1.56
18	Cement Concrete Driveway, 4" Thick	85	SY	\$ 150.00	\$ 12,750.00	\$ 66.00	\$ 5,610.00	\$ 82.00	\$ 6,970.00	\$ 76.50	\$ 6,502.50	\$ 67.70	\$ 5,754.50	\$ 67.00	\$ 5,695.00	\$ 135.00	\$ 11,475.00	\$ 82.37	\$ 24.23
19	Textured Cement Concrete Pavement	80	CY	\$ 160.00	\$ 12,800.00	\$ 765.00	\$ 61,200.00	\$ 750.00	\$ 60,000.00	\$ 695.00	\$ 55,600.00	\$ 554.50	\$ 44,360.00	\$ 518.00	\$ 41,440.00	\$ 920.00	\$ 73,600.00	\$ 700.42	\$ 135.06
20	Textured Detectable Edge Treatment	365	LF	\$ 60.00	\$ 21,900.00	\$ 17.00	\$ 6,205.00	\$ 15.00	\$ 5,475.00	\$ 8.40	\$ 3,066.00	\$ 41.30	\$ 15,074.50	\$ 43.65	\$ 15,932.25	\$ 65.00	\$ 23,725.00	\$ 31.73	\$ 19.92
21	Storm Sewer Pipe 12 In. Diam.	8	LF	\$ 150.00	\$ 1,200.00	\$ 140.00	\$ 1,120.00	\$ 120.00	\$ 960.00	\$ 139.00	\$ 1,112.00	\$ 97.20	\$ 777.60	\$ 123.50	\$ 988.00	\$ 200.00	\$ 1,600.00	\$ 136.62	\$ 31.72
22	Storm Sewer Pipe 18 In. Diam.	42	LF	\$ 150.00	\$ 6,300.00	\$ 122.00	\$ 5,124.00	\$ 90.00	\$ 3,780.00	\$ 145.00	\$ 6,090.00	\$ 110.50	\$ 4,641.00	\$ 96.25	\$ 4,042.50	\$ 120.00	\$ 5,040.00	\$ 113.96	\$ 18.09
23	Ductile Iron Storm Sewer Pipe, 12 In. Diam.	70	LF	\$ 150.00	\$ 10,500.00	\$ 151.00	\$ 10,570.00	\$ 100.00	\$ 7,000.00	\$ 168.00	\$ 11,760.00	\$ 116.50	\$ 8,155.00	\$ 117.00	\$ 8,190.00	\$ 110.00	\$ 7,700.00	\$ 127.08	\$ 24.10
24	Rectangular Solid Metal Cover	2	EA	\$ 400.00	\$ 800.00	\$ 505.00	\$ 1,010.00	\$ 850.00	\$ 1,700.00	\$ 1,250.00	\$ 2,500.00	\$ 739.50	\$ 1,479.00	\$ 1,000.00	\$ 2,000.00	\$ 700.00	\$ 1,400.00	\$ 840.75	\$ 236.55
25	Circular Metal Frame and Cover	1	EA	\$ 400.00	\$ 400.00	\$ 630.00	\$ 630.00	\$ 1,000.00	\$ 1,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,270.00	\$ 1,270.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 237.98
26	Catch Basin Type 1	4	EA	\$ 1,700.00	\$ 6,800.00	\$ 1,900.00	\$ 7,600.00	\$ 3,000.00	\$ 12,000.00	\$ 2,050.00	\$ 8,200.00	\$ 1,697.00	\$ 6,788.00	\$ 1,825.00	\$ 7,300.00	\$ 2,100.00	\$ 8,400.00	\$ 2,095.33	\$ 426.30
27	Catch Basin Type 2, 48 In. Diam.	4	EA	\$ 3,700.00	\$ 14,800.00	\$ 4,000.00	\$ 16,000.00	\$ 5,000.00	\$ 20,000.00	\$ 4,900.00	\$ 19,600.00	\$ 3,865.00	\$ 15,460.00	\$ 7,185.00	\$ 28,740.00	\$ 5,000.00	\$ 20,000.00	\$ 4,991.67	\$ 1,085.67
28	Adjust Catch Basin to Finished Grade	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 800.00	\$ 3,200.00	\$ 1,000.00	\$ 4,000.00	\$ 650.00	\$ 2,600.00	\$ 702.50	\$ 2,810.00	\$ 800.00	\$ 3,200.00	\$ 200.00	\$ 800.00	\$ 692.08	\$ 245.67
29	Connection to Existing 8 In. Diam. Water Main	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,100.00	\$ 2,100.00	\$ 3,531.00	\$ 3,531.00	\$ 1,715.00	\$ 1,715.00	\$ 4,000.00	\$ 4,000.00	\$ 2,391.00	\$ 1,042.27
30	Adjust Water Valve Box	5	EA	\$ 800.00	\$ 4,000.00	\$ 300.00	\$ 1,500.00	\$ 700.00	\$ 3,500.00	\$ 700.00	\$ 3,500.00	\$ 557.00	\$ 2,785.00	\$ 650.00	\$ 3,250.00	\$ 200.00	\$ 1,000.00	\$ 517.83	\$ 197.42
31	Resetting Existing Hydrant	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,300.00	\$ 3,300.00	\$ 3,288.00	\$ 3,288.00	\$ 1,815.00	\$ 1,815.00	\$ 2,500.00	\$ 2,500.00	\$ 2,983.83	\$ 1,066.58
32	Water Meter 3/4 In. service	1	EA																

Called By: For:	City of Anacortes 32nd Street/M Avenue Roundabout 904 6th Street Anacortes, WA 98221			Engineer's Estimate		1 Oceanside Construction, Inc, 1511 Mt Baker Highway Bellingham, WA 98226 360-933-1728		2 Colacurcio Brothers 3287 H Street Road Blaine, WA 98230 360-332-4044		3 SRV Construction, Inc. PO Box 5074 Anacortes, WA 98221 360-675-7100		4 Tiger Consturction LTD PO Box 368 Everson, WA 98247 360966-7252		5 Larry Brown Construction PO Box 29960 Bellingham, WA 98228 360-966-7206		6 WRS 2380 Grandview Road Ferndale, WA 98248 360-366-3303		Average (Excluding Engineer's Estimate)	Standard Deviation (Excluding Engineer's Estimate)
	CERTIFIED TABULATION OF BIDS RECEIVED																		
50	Cement Conc. Pedestrian Curb	680	LF	\$ 50.00	\$ 34,000.00	\$ 48.00	\$ 32,640.00	\$ 50.00	\$ 34,000.00	\$ 55.00	\$ 37,400.00	\$ 33.60	\$ 22,848.00	\$ 32.80	\$ 22,304.00	\$ 50.00	\$ 34,000.00	\$ 49.00	\$ 1.00
51	Cement Conc. Driveway Entrance Type 1	220	SY	\$ 150.00	\$ 33,000.00	\$ 76.00	\$ 16,720.00	\$ 90.00	\$ 19,800.00	\$ 90.00	\$ 19,800.00	\$ 89.40	\$ 19,668.00	\$ 88.00	\$ 19,360.00	\$ 120.00	\$ 26,400.00	\$ 83.00	\$ 7.00
52	Cement Conc. Driveway Entrance Type 3	45	SY	\$ 150.00	\$ 6,750.00	\$ 76.00	\$ 3,420.00	\$ 90.00	\$ 4,050.00	\$ 90.00	\$ 4,050.00	\$ 89.40	\$ 4,023.00	\$ 88.00	\$ 3,960.00	\$ 125.00	\$ 5,625.00	\$ 83.00	\$ 7.00
53	Adjust Monument Case and Cover	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 650.00	\$ 650.00	\$ 492.50	\$ 492.50	\$ 745.00	\$ 745.00	\$ 350.00	\$ 350.00	\$ 650.00	\$ 350.00
54	Cement Concrete Sidewalk Ramp, Type Parallel A	4	EA	\$ 3,500.00	\$ 14,000.00	\$ 3,000.00	\$ 12,000.00	\$ 2,300.00	\$ 9,200.00	\$ 2,615.00	\$ 10,460.00	\$ 1,982.00	\$ 7,928.00	\$ 1,885.00	\$ 7,540.00	\$ 2,700.00	\$ 10,800.00	\$ 2,650.00	\$ 350.00
55	Cement Concrete Sidewalk Ramp, Type Combination	4	EA	\$ 4,000.00	\$ 16,000.00	\$ 3,000.00	\$ 12,000.00	\$ 2,300.00	\$ 9,200.00	\$ 2,615.00	\$ 10,460.00	\$ 1,982.00	\$ 7,928.00	\$ 1,885.00	\$ 7,540.00	\$ 2,700.00	\$ 10,800.00	\$ 2,650.00	\$ 350.00
56	Cement Concrete Sidewalk	430	SY	\$ 150.00	\$ 64,500.00	\$ 74.00	\$ 31,820.00	\$ 73.00	\$ 31,390.00	\$ 73.00	\$ 31,390.00	\$ 62.20	\$ 26,746.00	\$ 57.00	\$ 24,510.00	\$ 90.00	\$ 38,700.00	\$ 73.50	\$ 0.50
57	Detectable Warning Surface	240	SF	\$ 100.00	\$ 24,000.00	\$ 67.00	\$ 16,080.00	\$ 66.00	\$ 15,840.00	\$ 64.50	\$ 15,480.00	\$ 62.40	\$ 14,976.00	\$ 54.95	\$ 13,188.00	\$ 150.00	\$ 36,000.00	\$ 66.50	\$ 0.50
58	Mailbox Support Type 1	1	EA	\$ 600.00	\$ 600.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 570.50	\$ 570.50	\$ 1,020.00	\$ 1,020.00	\$ 520.00	\$ 520.00	\$ 650.00	\$ 350.00
59	Rectangular Rapid Flashing Beacon System, Complete	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 65,000.00	\$ 65,000.00	\$ 50,000.00	\$ 50,000.00	\$ 49,850.00	\$ 49,850.00	\$ 53,045.00	\$ 53,045.00	\$ 47,500.00	\$ 47,500.00	\$ 55,000.00	\$ 55,000.00	\$ 57,500.00	\$ 7,500.00
60	Permanent Signing	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,200.00	\$ 32,200.00	\$ 18,570.00	\$ 18,570.00	\$ 28,000.00	\$ 28,000.00	\$ 35,000.00	\$ 35,000.00	\$ 26,000.00	\$ 6,000.00
61	Remove Pavement Markings	700	LF	\$ 2.00	\$ 1,400.00	\$ 3.00	\$ 2,100.00	\$ 5.50	\$ 3,850.00	\$ 1.20	\$ 840.00	\$ 3.25	\$ 2,275.00	\$ 1.05	\$ 735.00	\$ 1.00	\$ 700.00	\$ 4.25	\$ 1.25
62	Paint Line	3,050	LF	\$ 3.00	\$ 9,150.00	\$ 0.65	\$ 1,982.50	\$ 1.30	\$ 3,965.00	\$ 1.00	\$ 3,050.00	\$ 0.51	\$ 1,555.50	\$ 0.60	\$ 1,830.00	\$ 1.00	\$ 3,050.00	\$ 0.98	\$ 0.33
63	Plastic Wide Edge Line	260	LF	\$ 5.00	\$ 1,300.00	\$ 4.50	\$ 1,170.00	\$ 1.10	\$ 286.00	\$ 3.50	\$ 910.00	\$ 4.15	\$ 1,079.00	\$ 3.15	\$ 819.00	\$ 2.50	\$ 650.00	\$ 2.80	\$ 1.70
64	Plastic White Wide Dotted Entry Line	105	LF	\$ 5.00	\$ 525.00	\$ 8.20	\$ 861.00	\$ 3.30	\$ 346.50	\$ 5.00	\$ 525.00	\$ 7.60	\$ 798.00	\$ 4.25	\$ 446.25	\$ 5.00	\$ 525.00	\$ 5.75	\$ 2.45
65	Plastic Yield Line Symbol	52	LF	\$ 10.00	\$ 520.00	\$ 27.00	\$ 1,404.00	\$ 5.50	\$ 286.00	\$ 22.50	\$ 1,170.00	\$ 25.00	\$ 1,300.00	\$ 21.00	\$ 1,092.00	\$ 20.00	\$ 1,040.00	\$ 16.25	\$ 10.75
66	Plastic Crosswalk Line	480	SF	\$ 14.00	\$ 6,720.00	\$ 6.00	\$ 2,880.00	\$ 8.80	\$ 4,224.00	\$ 4.00	\$ 1,920.00	\$ 6.20	\$ 2,976.00	\$ 3.70	\$ 1,776.00	\$ 4.50	\$ 2,160.00	\$ 7.40	\$ 1.40
67	Plastic Traffic Letter	20	EA	\$ 175.00	\$ 3,500.00	\$ 126.00	\$ 2,520.00	\$ 85.00	\$ 1,700.00	\$ 67.00	\$ 1,340.00	\$ 116.50	\$ 2,330.00	\$ 65.00	\$ 1,300.00	\$ 80.00	\$ 1,600.00	\$ 105.50	\$ 20.50
68	Plastic Bike Symbol	1	EA	\$ 250.00	\$ 250.00	\$ 126.00	\$ 126.00	\$ 330.00	\$ 330.00	\$ 135.00	\$ 135.00	\$ 116.50	\$ 116.50	\$ 125.00	\$ 125.00	\$ 250.00	\$ 250.00	\$ 228.00	\$ 102.00
69	Plastic Sharrow Symbol	1	EA	\$ 250.00	\$ 250.00	\$ 126.00	\$ 126.00	\$ 330.00	\$ 330.00	\$ 200.00	\$ 200.00	\$ 116.50	\$ 116.50	\$ 190.00	\$ 190.00	\$ 350.00	\$ 350.00	\$ 228.00	\$ 102.00
Subtotal				\$ 1,380,615.00		\$ 872,088.50		\$ 889,822.50		\$ 896,369.25		\$ 906,895.40		\$ 911,603.50		\$ 1,072,645.00			
TOTAL				\$ 1,380,615.00		\$ 872,088.50		\$ 889,822.50		\$ 896,369.25		\$ 906,895.40		\$ 911,603.50		\$ 1,072,645.00			

Math Error

11% DBE Goal

Nonresponsive Bid

\$ 95,929.74

\$ 97,880.48

\$ 98,600.62

\$ 99,758.49

\$ 100,276.39

\$ 117,990.95





THIS AGREEMENT, entered into on _____, between the City of Anacortes Washington, hereinafter called City, and Colacurcio Brothers, Inc., hereinafter called the 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 **32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT**, in accordance with and as described in the Invitation for Bid entitled the same and dated December 22, 2021, Federal Aid No. HSIP-6210(004) 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 **Eight Hundred Eighty-Nine Thousand Eight Hundred Twenty-Two Dollars and Fifty Cents (\$889,822.50)**. 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 within 40 working days from the first working day following the Notice to Proceed. 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.
- V. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify and hold the City, 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 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 section 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.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written and the Authorized Official has caused this instrument to be executed by and in the name of the City the day and year first above written.

COLACURCIO BROTHERS, INC.

CITY OF ANACORTES

Matt Miller, Mayor

Title

Date

Date

CITY OF ANACORTES

Received this 27 day

of 1, 2022

at 1:23 AM / PM

Erin W. [Signature]
City Clerk



3287 H Street Road
Blaine, Washington 98230
PH. (360) 332-4044 FAX (360) 332-5079
Contractor Reg. #COLACBI150P8

TO: City of Anacortes
Attn: Steve Hoglund, City Clerk
904 6th St
Anacortes WA 98221

Sealed Bid FOR: 32nd Street and M Avenue
Intersection Improvements
Project

PN#19-002-TRN-003 (Fed Aid #HSIP-b210(004))

THURSDAY JANUARY 27, 2022 1:30 PM

**32ND STREET AND M AVENUE
INTERSECTION IMPROVEMENTS
PROJECT**

PART 1

BID DOCUMENTS

BID PROPOSAL

FOR

32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT ANACORTES, WASHINGTON

Date: 1/27/22

TO: CITY OF ANACORTES

This certifies that the Undersigned has examined the location of the project site and the conditions of work, and has carefully read and thoroughly understands the contract documents entitled: **"32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT"**, in Anacortes, Washington including the "Bid Procedures and Conditions", "Specifications and Conditions", "Contract Forms", "Temporary Traffic Control", "Construction Plans", and "Appendix" governing the work embraced in this project and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

The Undersigned certifies that it is not currently disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).

BID SCHEDULE

32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT

NOTE: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink.

Item No.	Spec. Section	Item	Unit	Quantity	Unit Price	Total Amount
1	1-04.4 SP	Minor Change	EST	1	DOL	\$15,000.00
2	1-05.4 SP	Roadway Surveying	LS	1	15,000.00	15,000.00
3	1-05.4 SP	ADA Features Surveying	LS	1	15,000.00	15,000.00
4	1-05.18 SP	Record Drawings (Min. Bid \$3,000)	LS	1	3,000.00	3,000.00
5	1-07.15 SP	SPCC Plan	LS	1	1,000.00	1,000.00
6	1-09.7 SP	Mobilization	LS	1	80,000.00	80,000.00
7	1-10.5 SP	Project Temporary Traffic Control	LS	1	30,000.00	30,000.00
8	2-01.5 SP	Clearing and Grubbing	LS	1	5,000.00	5,000.00
9	2-02.5 SP	Removal of Structures and Obstructions	LS	1	9,000.00	9,000.00
10	2-02.5 SP	Sawcutting	LF	700	11.00	7,700.00
11	2-03.5 SP	Roadway Excavation, Incl. Haul	CY	1,500	16.80	25,200.00
12	2-05.5 SP	Potholing	EA	1	800.00	800.00
13	2-09.5	Shoring or Extra Excavation Class B	SF	200	1.00	200.00
14	4-04.5	Crushed Surfacing Base Course	TON	1,500	25.00	37,500.00
15	4-04.5	Crushed Surfacing Top Course	TON	550	35.00	19,250.00
16	5-04.5 SP	HMA Cl. 1/2" PG 64-22	TON	900	120.00	108,000.00
17	5-04.5	Planing Bituminous Pavement	SY	700	11.00	7,700.00
18	5-05.5 SP	Cement Concrete Driveway, 4" Thick	CY SY	85	82.00	6,970.00
19	5-05.5 SP	Textured Cement Concrete Pavement	CY	80	750.00	60,000.00
20	5-05.5 SP	Textured Detectable Edge Treatment	LF	365	15.00	5,475.00
21	7-04.5 SP	Storm Sewer Pipe 12 In. Diam.	LF	8	120.00	960.00
22	7-04.5 SP	Storm Sewer Pipe 18 In. Diam.	LF	42	90.00	3,780.00
23	7-04.5 SP	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	70	100.00	7,000.00
24	7-05.5 SP	Rectangular Solid Metal Cover	EA	2	850.00	1,700.00
25	7-05.5 SP	Circular Metal Frame and Cover	EA	1	1,000.00	1,000.00
26	7-05.5 SP	Catch Basin Type 1	EA	4	3,000.00	12,000.00
27	7-05.5 SP	Catch Basin Type 2, 48 In. Diam.	EA	4	5,000.00	20,000.00

Addendum #3

BID SCHEDULE

32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT

NOTE: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink.

Item No.	Spec. Section	Item	Unit	Quantity	Unit Price	Total Amount
28	7-05.5 SP	Adjust Catch Basin to Finished Grade	LS EA	4	1,000.00	4,000.00
29	7-09.5 SP	Connection to Existing 8 In. Diam. Water Main	EA	1	1,000.00	1,000.00
30	7-12.5 SP	Adjust Water Valve Box	EA	5	700.00	3,500.00
31	7-14.5	Resetting Existing Hydrant	EA	1	2,000.00	2,000.00
32	7-15.5 SP	Water Meter 3/4 In. Service	EA	1	7,500.00	7,500.00
33	7-15 SP	Adjust Water Meter Box	EA	5	400.00	2,000.00
34	8-01.5	Erosion Control and Water Pollution Prevention	EST	1	DOL	\$7,500.00
35	8-01.5 SP	ESC Lead	LS	1	400.00	400.00
36	8-01.5 SP	SWPP Plan Preparation	LS	1	1,500.00	1,500.00
37	8-01.5	Street Cleaning	HR	240	60.00	14,000.00
38	8-01.5	Inlet Protection	EA	8	100.00	800.00
39	8-01.5	Silt Fence	LF	300	6.00	1,800.00
40	8-02.5 SP	Topsoil Type A	CY	160	80.00	12,800.00
41	8-02.5 SP	Landscape Restoration	EST	1	DOL	\$20,000.00
42	8-02.5	Root Barrier	LF	90	22.00	1,980.00
43	8-02.5 SP	Delivered Plants	LS	1	300.00	300.00
44	8-02.5	Plant Selection Ginkgo Biloba (Maidenhair Tree)	EA	3	550.00	1,650.00
45	8-02.5	Sod Installation	SY	220	20.00	4,400.00
46	8-03.5	Irrigation System, Complete	LS	1	10,000.00	10,000.00
47	8-04.5	Cement Conc. Traffic Curb and Gutter	LF	785	36.00	28,260.00
48	8-04.5	Roundabout Truck Apron Cem. Conc. Curb and Gutter	LF	355	40.00	14,200.00
49	8-04.5	Roundabout Cement Concrete Curb and Gutter	LF	720	40.00	28,800.00
50	8-04.5	Cement Conc. Pedestrian Curb	LF	680	50.00	34,000.00
51	8-06 SP	Cement Conc. Driveway Entrance Type 1	SY	220	90.00	19,800.00
52	8-06 SP	Cement Conc. Driveway Entrance Type 3	SY	45	90.00	4,050.00
53	8-13	Adjust Monument Case and Cover	EA	1	1,000.00	1,000.00

Addendum #3

BID SCHEDULE

32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT

NOTE: Unit prices for all items, all extensions, and the total amount bid must be shown. All entries must be typed or entered in ink.

Item No.	Spec. Section	Item	Unit	Quantity	Unit Price	Total Amount
54	8-14.5	Cement Concrete Sidewalk Ramp, Type Parallel A	EA	4	2,300.00	9,200.00
55	8-14.5	Cement Concrete Sidewalk Ramp, Type Combination	EA	4	2,300.00	9,200.00
56	8-14.5	Cement Concrete Sidewalk	SY	430	73.00	31,390.00
57	8-14.5 SP	Detectable Warning Surface	SF	240	66.00	15,840.00
58	8-18.5	Mailbox Support Type 1	EA	1	1,000.00	1,000.00
59	8-20.5 SP	Rectangular Rapid Flashing Beacon System, Complete	LS	1	50,000.00	50,000.00
60	8-21.5	Permanent Signing	LS	1	32,000.00	32,000.00
61	8-22.5	Remove Pavement Markings	LF	700	5.50	3,850.00
62	8-22.5	Paint Line	LF	3,050	1.30	3,965.00
63	8-22.5	Plastic Wide Edge Line	LF	260	1.10	286.00
64	8-22.5	Plastic White Wide Dotted Entry Line	LF	105	3.30	346.50
65	8-22.5	Plastic Yield Line Symbol	LF	52	5.50	286.00
66	8-22.5	Plastic Crosswalk Line	SF	480	8.80	4,224.00
67	8-22.5	Plastic Traffic Letter	EA	20	85.00	1,700.00
68	8-22.5	Plastic Bike Symbol	EA	1	330.00	330.00
69	8-22.5	Plastic Sharrow Symbol	EA	1	330.00	330.00
Total Bid Schedule Amount					\$	889,822.50

Addendum #3

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) 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.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report 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 such 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.

Local Agency Certification for Federal-Aid Contracts

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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

SR

DOT Form 272-040A EF
07/2011

City of Anacortes
City of Anacortes Engineering Dept. P.O. Box 547 Anacortes, WA 98221

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name 32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name

Work to be performed

NO WORK - N/A

HVAC

Subcontractor Name

Work to be performed

NO WORK / N/A

PLUMBING

Subcontractor Name

Work to be performed

Electric West Inc.

ELECTRICAL

Subcontractor Name

Work to be performed

REBAR INSTALLATION

Subcontractor Name

Work to be performed

NO WORK - N/A

STRUCTURAL STEEL INSTALLATION

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015A
Revised 06/2020

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: COLACURCIO BROTHERS, INC certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: 32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT

[illegible]

Disadvantaged Business Enterprise Condition of Award Contract Goal	101,420.00	Total DBE Commitment Dollar Amount	107,550.00
	Box 3		Box 4

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056
Revised 03/2018

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: <https://wsdot.diversitycompliance.com>. Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
 - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
 - Work sublet to a Regular Dealer must be listed separately.
 - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
 - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single DBE individually on a separate row. The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com>

- A Bidder subletting a portion of a bid item shall state "Partial" and describe the Work that is included.
 - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3**. The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to $(\$100,000 \times 50\%) = \$50,000$ (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to $(\$100,000 \times 60\%) = \$60,000$ (Column 5) to be applied towards the goal.

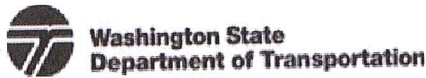
Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to $(\$100,000 \times \text{reasonable fee \%}) = \$$ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the Disadvantaged Business Enterprise Participation specification in the Contract for more information.



Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: A Plus Construction Company certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Column 1 Name of DBE (See instructions)	Column 2 Project Role (See instructions)	Column 3 Description of Work (See instructions)	Column 4 Dollar Amount Subcontracted to DBE (See instructions)	Column 5 Dollar Amount to be Applied Towards Goal (See instructions)
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

Disadvantaged Business Enterprise 356,968.16
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount 1,295,250
Box 4

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056
Revised 02/2018



Washington State
Department of Transportation

**Disadvantaged Business Enterprise (DBE)
Written Confirmation Document**

See Contract Provisions: *DBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: 32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT

Bidder's Business Name: COLACURCIO BROTHERS, INC.

DBE's Business Name: ELECTRIC WEST, INC.

Description of DBE's Work: ELECTRICAL, PERMANENT SIGNING, IRRIGATION (PARTIAL) - ELECTRICAL
CONDUIT

Dollar Amount to be Applied Towards DBE Goal: 79,850.00

Dollar Amount to be Subcontracted to DBE*:
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): Bruno Padilla

Signature:

Title:

President

Address:

817 N 6th Street
Mt Vernon, WA 98273

Date: 1/27/2022

DOT Form 422-031
Revised 07/2016



Washington State
Department of Transportation

**Disadvantaged Business Enterprise (DBE)
Written Confirmation Document**

See Contract Provisions: DBE Document Submittal Requirements
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise
Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: 32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT

Bidder's Business Name: COLACURCIO BROTHERS, INC.

DBE's Business Name: LAND DEVELOPMENT ENGINEERING & SURVEYING, INC.

Description of DBE's Work: SURVEYING

Dollar Amount to be Applied Towards DBE Goal: 27,700.00

Dollar Amount to be Subcontracted to DBE*:

*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been
contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described
above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in
the project consistent with the information provided in Part A of this form.

Name (printed): Yanni Ghulam

Signature:

Title:

Address:

5160 Industrial Pl.
108
Ferndale, WA 98248

Date: 1/27/2022



1. Contract Number PW#19-002-TRN FED AID NO. HSIP-6210(004)		2. Contract Name 32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT	
3. Prime Contractor COLACURCIO BROTHERS, INC.		4. Prime Contractor Representative Name CHRIS COLACURCIO	
5. Prime Contractor Representative Phone Number 360-332-4044		6. Prime Contractor Representative Email C.COLACURCIO@COLACURCIOBROTHERS.COM	

DOT Form 272-054
Revised 09/2020

Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage <https://wsdot.diversitycompliance.com>.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfill the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage <https://wsdot.diversitycompliance.com>. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.

DOT Form 272-054
Revised 09/2020

NO DBE TRUCKING



Washington State
Department of Transportation

Disadvantaged Business Enterprise (DBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal.
Please note that DBE's must be certified prior to time of submittal.

Federal Aid # HSIP-6210(004)	Contract # PW#19-002-TRN	Project Name 32ND STREET & M AVENUE INTERSECTION IMPROVEMENTS PROJECT
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

Use additional sheets as necessary.

Bidder COLACURCIO BROTHERS, INC.		Name/Title (please print) CHRIS COLACURCIO, SEC/TREAS
Phone 360-332-4044	Fax 360-332-5079	Signature
Address 3287 H STREET RD BLAINE WA 98230		I certify that the above information is complete and accurate.
Email C.COLACURCIO@COLACURCIOBROTHERS.COM		Date 1/27/22

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Note: DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled? _____
2. Number of fully operational trucks expected to be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of trucks and trailers owned by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____
4. Number of trucks and trailers leased by the DBE that will be used on this project? _____ Tractor/trailers: _____ Dump trucks: _____

DBE Firm Name		Name/Title (please print)
Certification Number		
Phone	Fax	Signature
Address		I certify that the above information is complete and accurate.
Email		Date

DOT Form 272-058
Revised 09/2020

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

DBE Firm: In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The DBE Firm's representative signature is required in addition to the date the form was signed.

BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: COLACURCIO BROTHERS, INC.

Address: 3287 H STREET RD.

BLAINE WA 98230

Telephone: 360-332-4044

Email: C.COLACURCIO@COLACURCIOBROTHERS.COM

Contractor's Number: COLACBI150P8

The Firm submitting this proposal is a Sole Proprietorship
 Partnership
 X Corporation IN WASHINGTON STATE

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

DANIEL N. COLACURCIO JR., PRESIDENT

CHRIS COLACURCIO, SEC/TREAS

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximation estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

- ☐ CASH IN THE AMOUNT OF _____
☐ CASHIER'S CHECK _____ DOLLARS
☐ CERTIFIED CHECK (\$_____) PAYABLE TO THE CITY OF ANACORTES
☒ PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) 1, 2, & 3

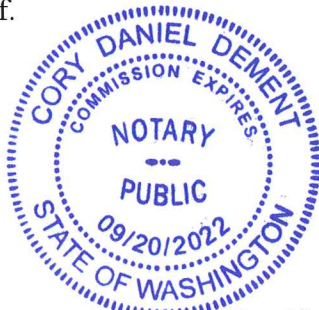
SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)


SIGNATURE CHRIS COLACURCIO, SEC/TREAS
COLACURCIO BROTHERS, INC.
FIRM NAME

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 27 day of JANUARY, 20 22, before me personally appeared CHRIS COLACURCIO to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.



NOTARY PUBLIC, in and for the
State of Washington, residing at:

Lynden, WA

My Commission Expires: 9/20/22

This proposal form is not transferable, and any alteration of the firm's name entered hereon without prior permission from the City of Anacortes will be cause for considering the proposal irregular and for subsequent rejection of the bid.



BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

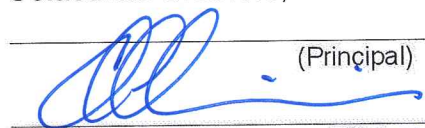
That I/we, Colacurcio Brothers, Inc., of
3287 H Street Road, Blaine, WA 98230, as Principal and
Fidelity and Deposit Company of Maryland, as Surety authorized to do business
in the State of Washington, are held firmly bound unto the CITY OF ANACORTES (Owner), as Obligee, in
the penal sum of five (5) 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.

* PW#19-002-TRN-003 / Federal Aid #: HSIP-6210(004)

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the
*
"32ND STREET AND M AVENUE INTERSECTION IMPROVEMENTS PROJECT", 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.

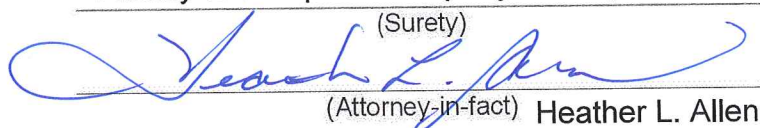
SIGNED, SEALED AND DATED THIS 20th day of January, 202²~~X~~

Colacurcio Brothers, Inc.


(Principal)

(Title) CHRIS COLACURCIO, SEC/TREAS

Fidelity and Deposit Company of Maryland


(Surety)
(Attorney-in-fact) Heather L. Allen



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jim S. KUICH, Emma C. DOLESHEL, Heather L. ALLEN, Jim W. DOYLE, Julie M. GLOVER, Steven M. WAGNER, Michael A. MURPHY, Chad M. EPPLER, S. M. SCOTT, Andy D. PRILL, Danielle ENRIQUEZ, Sarah H. BEHRENS, Theresa A. LAMB of Bothell, Washington, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

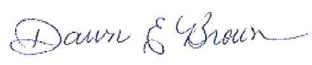
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of November, A.D. 2021.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: *Robert D. Murray*
Vice President


By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of November, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

Bidders must execute and submit the following documents with the Bid:

1. BID PROPOSAL (Includes Non-Collusion Declaration)

- a. Bidders must bid on all bid items listed in the Proposal. Omitting or deleting any bid item will be considered non-responsive and cause for rejection of the bid.

2. BID DEPOSIT

If the bid deposit is in the form of a bond, the bidder and the surety must execute the bid bond provided in the bid documents.

Documentation Required From Low Bidder within 24 Hours After Bid Opening:

Within 24 hours after bid opening Low Bidder must submit the following documentation to the City to award a contract to the low responsive, responsible bidder:

- A completed Responsible Bidder Statement (form enclosed). The Owner reserves the right to determine bidder responsibility.
- A statement of the origin, composition and manufacturer of any of all materials to be used.
- A cost breakdown of lump sum items if requested
- List of Subcontractors
- Documentation that may be requested to demonstrate compliance with mandatory criteria per RCW 39.04.350(1) and RCW 39.06.020 as it applies to subcontractors

Successful bidder must execute and submit the following documents within 5 Calendar days of the Notice of Award date:

☐ **AGREEMENT**

☐ **CONTRACT PERFORMANCE AND PAYMENT BOND**

☐ **CERTIFICATE OF LIABILITY INSURANCE**

The Certificate of Liability Insurance with additional insured endorsement for the City of Anacortes in the amount of \$3,000,000.00 may be furnished on form CG2026, or similar supplied by insurance carrier. Insurance requirements are established in WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction* Section 1-07.18.

☐ **CITY OF ANACORTES BUSINESS LICENSE**

An Intent to Pay Prevailing Wage approved by the Department of Labor & Industries is required before the City is authorized to make any payments(s).

☐ **STATEMENT OF INTENT TO PAY PREVAILING WAGES**

The City of Anacortes will not make payment for the work performed under this contract until a copy of the approved form has been submitted to the City on behalf of the prime contractor and all sub-contractors. This statement has been approved by the Washington State Department of Labor and Industries. See the Washington State Department of Labor and Industries website for more information.

RESPONSIBLE BIDDER STATEMENT

The City of Anacortes has a policy of awarding contracts to the lowest responsible bidder. For these purposes a Responsible Bidder is defined as follows:

RESPONSIBLE BIDDER:

A bidder who has proven by experience or furnished information that current financial resources, production or service facilities, service reputation and experience that they can insure to make satisfactory delivery of (bid) quality supplies, equipment, or contractual services, and that they have not violated or attempted to violate any provisions of this policy.

AWARD OF BID:

The City must award the bid to the "lowest responsible bidder," or reject all bids. It may not negotiate with any of the bidders. The following guidelines, in addition to price, may be taken into account by the City in determining the lowest responsible bidder:

Each Contractor bidding on work included in these Contract Documents shall prepare and submit the following data along with their bid.

- 1.) Name of Bidder: COLACURCIO BROTHERS, INC.
- 2.) Business Address: 3287 H STREET RD, BLAINE WA 98230
- 3.) Business Phone: 360-332-4044
- 4.) How many years have you been engaged in the contracting business under the present firm name? 36 Years 4 Months
- 5.) Character of work performed by your company as it directly relates to this project:

HEAVY CONSTRUCTION INCLUDING SITE WORK, ROADWAY CONSTRUCTION,
AND UNDERGROUND UTILITY CONSTRUCTION.

- 6.) List of contracts for work of this type completed within last three years by your company, include approximate cost and contact person with phone number:

1) ROEDER AVE OVERLAY - CITY OF BELLINGHAM - \$ 2,179,886

CRAIG MUELLER, PE - 360-778-7922

2) DONOVAN WATERMAIN - CITY OF BELLINGHAM - \$2,062,413

CRAIG MUELLER, PE - 360-778-7922

3) SAMISH, MAPLE, ELLIS MULTIMODAL PROJECT - CITY OF BELLINGHAM

- \$884,319 - FREEMAN "FRITZ" ANTHONY, PE - 360-778-7924

4) 2019 CITYWIDE HUY SAFETY - CITY OF MARYSVILLE - STEVE MILLER

- \$619,357 - 360-363-8285

- 7.) The Project Field Supervisor will be. CHAD REID

This person will be on the job full time and directly supervising the work. Any change will require written approval by the Owner.

Project Field Supervisor experience:

1. Years of experience in this type of construction: 20

2. Years of supervisory experience: 10 Years 2 Months

3. Years employed with current firm: 8 Years 6 Months

4. Years employed with previous firm: 3 Years 7 Months

5. List References (include name, title, city or district, phone number):

CRAIG MUELLER - CITY OF BELLINGHAM - PE - 360-778-7922

KATY RADDER - CITY OF FERNDALE - PM - 360-685-2377

LIZ JAMIESON - STANWOOD-CANARD SCHOOL DISTRICT - PM - 360-629-1202

8.) List your major equipment. _____

INTERNATIONAL DUMP TRUCK, LAYMOORE SWEEPER, CAT 420
BACKHOE, KUBOTA 040 MINI EXCAVATOR, FORD HEAVY DUTY
FLAGGING TRUCK, PCMS BOARDS, CAT 320 EXCAVATOR, CAT CS533
SMOOTHDRUM ROLLER

9.) Bank references with contact name and telephone number: _____

Peoples Bank - Adam Lervik - 360-354-7226

10.) State of Washington Registration Number 600-555-169

11.) Federal IRS Identification Number 91-1272138

12.) List your other projects currently in progress along with other bids or contracts awarded but not yet started:

SR9 + SR20 INTERSECTION - SEDRO-WOOLEY, SNOCO FDI STORAGE + TRAINING,

HEMICK RD RES PARKING + TRAIL, SAN JUAN OPS CENTER, FESTIVAL ST. - LAKE

STEVENS, FARM TO MARKET / JOSH WILSON ROUNDABOUT - SKAGIT COUNTY

2620 CITYWIDE INTERSECTION SAFETY - MARYSVILLE, HOWARD BOWEN RODEO - SUMAS

13.) Will contracts currently in progress, or hereafter obtained interfere with the timely performance of the City of Anacortes project? ☐ YES ☒ NO

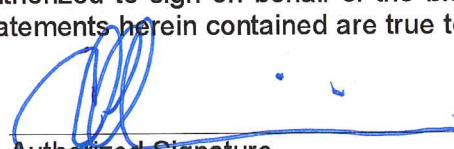
14.) Name, address and phone number of bonding and insurance company, including local contact person and telephone number:

Surety - Fidelity and Deposit Company of Maryland - 206-622-1101 - 800 5th Ave, Suite 3810, Seattle WA 98104
General Liability, Auto, Umbrella Insurance - Alaska National Insurance Co. - 602-631-2300 - 7001 Jewel Lake Rd, Anchorage AK 99502
Builders Risk Insurance - Travelers Property & Casualty Co. - 800-842-5075 - 1 Tower Sq. Hartford CT 06183
Local Contact - HUB International Limited - Brittney Sturrock - 425-489-2111 - 12100 NE 195th St., Suite 200, Bothell WA 98011-5768

The undersigned certifies that he/she is authorized to sign on behalf of the bidder and further certifies under penalty of perjury that the statements herein contained are true to the best of his or her knowledge and belief.

COLACURCIO BROTHERS, INC.
Company

CHRIS COLACURCIO, SEC/TREAS
Title


Authorized Signature

1/27/22 BLAINE, WA
Date and Place of Signing



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (December 22, 2021), 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.

COLACURCIO BROTHERS, INC.

Bidder's Business Name

Signature of Authorized Official*

CHRIS COLACURCIO

Printed Name

SEC/TREAS

Title

1/27/22

Date

BLAINE

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 STATE

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.*



Phone: 360-332-4044
Fax: 360-332-5079

EVIDENCE OF AUTHORITY TO SIGN

This is evidence of authorization for Chris Colacurcio to sign on behalf of the Board of Directors of Colacurcio Brothers, Inc. and to execute this bid document for:

A handwritten signature in blue ink, appearing to read "Dan Colacurcio", is written over a horizontal line. The signature is stylized with large loops and a long, sweeping tail.

Dan Colacurcio, President



City Council Agenda Bill

Meeting Date: April 11, 2022

Agenda Item: 7.f.

Agenda Item Title: Honor Retiring Public Works Director Fred Buckenmeyer

Staff Contact(s): NICOLE TESCH

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
NICOLE TESCH	Presentation

Item Summary: Fred Buckenmeyer has served as the City's Public Works Director for 17 years and will be retiring April 15, 2022.

Budget Impact:

Previous Action: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented): None