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

# Anacortes City Council

**Municipal Building Council Chambers**
**904 6th Street**

## January 9, 2023
## 6:00 PM

**PRELIMINARY AGENDA**

**Packet Materials / Watch Meeting**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
   a. Mayors Award of Merit Joann Stewart (Presentation)
   b. Housing Affordability and Community Services Committee (Report)
   c. Planning Committee (Report)
   d. Fiber Committee (Report)
   e. 2023 Skagit County Ferry Haul-Out (Presentation)
4. **Public Comment**
5. **Consent Agenda**
   a. Approval of claims in the amount of $1,535,446.46 (Action)
6. **Other Business**
   a. Contract Award: HVAC Maintenance and On-Call Repair Services 2023-2025 #23-016-FAC-001 (Discussion/Action)
   b. Contract Modification: Municipal Broadband Network – 2021 Westside Backbone Expansion (Discussion/Action)
   c. * City of Anacortes & Community Action of Skagit County Agreement (Discussion/Possible Action)
7. **Adjournment**

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

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



Proposed Guemes Ferry Haul-out Parking & Signing 2/27 – 3/19/23


Angle Parking

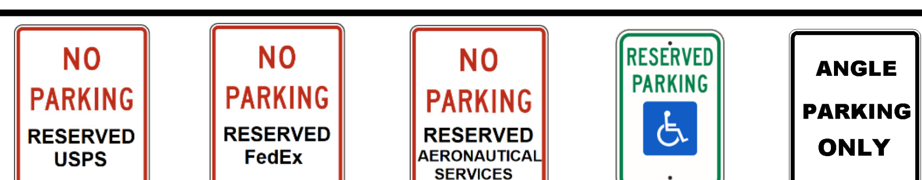
Existing Parking

Reserved Parking

ADA Parking

Bus Parking

NO Parking




2023 Guemes Ferry Haul-out

Parking Areas & Signing

February 27 – March 19, 2023

# City Council Agenda Bill

**Meeting Date:** January 9, 2023 **Agenda Item:** 5.a.

**Agenda Item Title:** Approval of claims in the amount of $1,535,446.46

**Staff Contact(s):** STEVE HOGLUND

| Approved for Submittal to Council by | Action Type |
|---|---|
| GREG FRANCIOCH<br>GREG FRANCIOCH | Vouchers |

**Item Summary:**

**Budget Impact:**

**Previous Action:**

**Recommended Motion:**

**Alternative Actions:**

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

1. 20230109Item5a-ApprovalOfClaims 2

**The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the January 9, 2023 City Council meeting:**

Download this file in OpenDocument spreadsheet format.

| Invoice Doc # | Invoice Date | Invoice # | Vendor Full Name | Description | Total Amount | Approval Queue |
|---|---|---|---|---|---|---|
| 316242 | 6/23/2022 | 22-432100-IN | CORROSION COMPANIES, INC. | WWTP HYPOCHLORITE DAY TANK I | $41,999.80 | dwwtp |
| 316211 | 10/1/2022 | INV-US-61762 | ENVISIONWARE, INC | ANNUAL MAINTENANCE FOR MOB | $725.00 | publib |
| 316212 | 10/1/2022 | INV-US-61763 | ENVISIONWARE, INC | ANNUAL MAINTENANCE SUBSCRIP | $943.11 | publib |
| 316228 | 11/3/2022 | IN1785935 | MUNICIPAL EMERGENCY SERVICES | REPLACEMENT SCBA BOTTLE | $1,806.30 | medic |
| 316220 | 11/21/2022 | 8608 | BIBLIONIX, LLC | ANNUAL APOLLO SUBSCRIPTION | $6,330.00 | publib |
| 315967 | 11/28/2022 | W1743 | VAN'S EQUIPMENT CO | INSTALL NEW HOSE | $769.46 | dshop |
| 316234 | 11/30/2022 | 1122 | NELSON, BONNIE | AGING MASTERY PROGRAM ADMI | $725.00 | pkrec |
| 316238 | 12/1/2022 | 12/1/2022 | ANACORTES FAMILY CENTER | SOCIAL WORKER AGREEMENT - DE | $4,166.67 | apd |
| 316005 | 12/1/2022 | PS-INV103533 | WHITNEY EQUIPMENT CO INC | PUMP STATION MAINTENANCE - P | $20,867.89 | dwwtp |
| 316332 | 12/6/2022 | 327923B | BAY CITY SUPPLY | FACILITY SUPPLIES | $105.90 | pwfac |
| 316331 | 12/6/2022 | 331559 | BAY CITY SUPPLY | FACILITY SUPPLIES | $679.46 | pwfac |
| 316013 | 12/12/2022 | 104 | CANYON CREEK FARMS, INC | K9 T-BONE BOARDING (OCT 3-18 A | $420.00 | apd |
| 316062 | 12/12/2022 | 2951 | BLUE SEAL INC | WWTP INFLUENT PUMP ROOM CC | $76,812.80 | dwwtp |
| 316189 | 12/13/2022 | 22-34156 | NORTHWEST SAFETY CLEAN | CLEAN/REPAIR PPE | $305.16 | medic |
| 316252 | 12/14/2022 | 1499 | BLYTHE MECHANICAL, INC | HVAC ANNUAL PREVENTIVE MAIN | $242.62 | pw1 |
| 316296 | 12/16/2022 | WO222880/1502 | BLYTHE MECHANICAL, INC | MUSEUM BASEMENT FURNACE RE | $14,982.85 | pw1 |
| 316010 | 12/17/2022 | 655008 | SAN DIEGO POLICE EQUIP CO INC | TRAINING AMMO | $1,260.23 | apd |
| 316244 | 12/19/2022 | 7477 | TCA ARCHITECTURE PLANNING INC | FIRE STATION PLANNING AND DES | $4,361.63 | medic |
| 315968 | 12/20/2022 | 15805 | WASHINGTON CITIES INSURANCE | TRAINING | $30.00 | pwfac |
| 316061 | 12/20/2022 | 8817 | SWIFTCOMPLY US OPCO INC | CROSS-CONNECTION SOFTWARE U | $6,300.00 | dwtp |
| 316192 | 12/20/2022 | 9923450970 | VERIZON WIRELESS | SCADA COMMUNICATIONS FOR W | $1,223.03 | dwwtp |
| 316258 | 12/21/2022 | 13849 | ANCHOR QEA, LLC | FORMER WTP MATTER NO. 96 | $14,430.75 | legal |
| 316305 | 12/21/2022 | 332080A | BAY CITY SUPPLY | FACILITY SUPPLIES | $1,183.78 | pwfac |
| 316300 | 12/21/2022 | SIN009556 | INDUSTRIAL SOFTWARE SOLUTIONS | WONDERWARE SUPPORT AGREEM | $15,975.06 | dwtp |
| 316058 | 12/22/2022 | 0001-284057 | NAPA | BRAKE CLEANER | $106.54 | dshop |
| 316017 | 12/22/2022 | 023049392 | GALLS, LLC. | UNIFORM CHEVRONS; CORP MSCH | $3.80 | apd |
| 316016 | 12/22/2022 | 023052940 | GALLS, LLC. | UNIFORM PANTS; OFC WILSON | $120.22 | apd |
| 316295 | 12/22/2022 | 319367 | DOORMAN COMMERCIAL, LLC | DOOR REPLACEMENT AT WWTP | $7,435.60 | pw1 |
| 315978 | 12/22/2022 | 45265 | DIMENSIONAL COMMUNICATIONS II | AUDIO VIDEO TOUCH PANEL CONT | $1,615.68 | infosys |
| 315976 | 12/22/2022 | 45266 | DIMENSIONAL COMMUNICATIONS II | REMOTE SERVICE FOR PROGRAMN | $272.00 | infosys |
| 315907 | 12/23/2022 | 0001-284163 | NAPA | CLEANER #514 | $18.77 | dshop |
| 315908 | 12/23/2022 | 0001-284177 | NAPA | WIPER BLADES | $25.00 | dshop |
| 316014 | 12/23/2022 | 0572370-IN | SIRCHIE | INVESTIGATIONS SUPPLIES; FOREN | $259.43 | apd |
| 316011 | 12/24/2022 | 00005W5A83522 | UNITED PARCEL SERVICE, INC | UPS SHIPPING; WEEK ENDING 12-2 | $16.30 | apd |
| 316297 | 12/26/2022 | 20-113 | NORTHWIND FENCE CO | WWTP FENCE REPAIR | $6,256.00 | pw1 |

| Invoice Doc # | Invoice Date | Invoice # | Vendor Full Name | Description | Total Amount | Approval Queue |
|---|---|---|---|---|---|---|
| 316249 | 12/26/2022 | 9923955168 | VERIZON WIRELESS | WTP SCADA 11/27-12/26/22 | $521.79 | dwtp |
| 315969 | 12/27/2022 | 0001-284383 | NAPA | FUSES | $10.97 | dshop |
| 315974 | 12/27/2022 | 1977283 | MILES SAND & GRAVEL CO. | ROAD SAND | $2,319.07 | dshop |
| 316299 | 12/27/2022 | 68337 | COMMERCIAL FIRE PROTECTION INC | 2022 ANNUAL FIRE SPRINKLER INS | $2,197.25 | pw1 |
| 316007 | 12/27/2022 | 801605 | BLADE CHEVROLET, INC | BUCKLE KIT #037A | $196.43 | dshop |
| 316009 | 12/27/2022 | S202110067 | SUPERIOR SYSTEMS, INC | MAINTENANCE - INCINERATOR PIL | $139.82 | dwwtp |
| 316059 | 12/27/2022 | S202110069 | SUPERIOR SYSTEMS, INC | SOUND PANEL COVERS - LIBRARY | $3,676.11 | dshop |
| 315970 | 12/28/2022 | 0001-284416 | NAPA | OIL 13 OZ | $79.03 | dshop |
| 316217 | 12/28/2022 | 10548881 | NAVIA BENEFIT SOLUTIONS, INC | DECEMBER FLEXIBLE SPENDING PA | $128.65 | hr |
| 316199 | 12/28/2022 | 360-293-4900-0921286 | ZIPLY FIBER | APD BAC LINE 12/28/22-1/27/23 | $90.45 | apd |
| 316069 | 12/28/2022 | 360-293-6427-0218975 | ZIPLY FIBER | CITY HALL 911 12/28/22-1/27/23 | $84.03 | finance |
| 316263 | 12/28/2022 | 360-299-2484-0726025 | ZIPLY FIBER | LIBRARY 12/28-1/27/23 | $61.56 | publib |
| 316071 | 12/28/2022 | 360-299-3674-0214175 | ZIPLY FIBER | OPS PHONE LINE 12/28 - 1/27/23 | $75.03 | dshop |
| 316198 | 12/28/2022 | 360-299-6615-061516 | ZIPLY FIBER | APD 911 LINE 12/28/22-1/27/23 | $77.75 | apd |
| 316008 | 12/28/2022 | 4128147 | LTI, INC. | ROAD SALT DE-ICER | $5,761.20 | dshop |
| 316015 | 12/28/2022 | 504157 | PROFORCE LAW ENFORCEMENT | BOLAWRAP CASSETTES | $821.79 | apd |
| 316073 | 12/28/2022 | 7259742425 | CARDINAL HEALTH 110, INC. | PHARMA: ROCURONIUM, NALOXO | $247.06 | medic |
| 316233 | 12/28/2022 | 9924025989 | VERIZON WIRELESS | CITY CELL PHONES 11/29-12/28/22 | $12,737.76 | finance |
| 316208 | 12/28/2022 | AN 855624 | CENTRAL WELDING SUPPLY CO, INC | O2 FOR AMBULANCES | $115.98 | medic |
| 316294 | 12/28/2022 | BINV0010120 | GOBLE SAMPSON ASSOCIATES, INC | HYPO TRANSFER PUMP PARTS | $2,160.90 | dwtp |
| 316207 | 12/28/2022 | IN1808674 | MUNICIPAL EMERGENCY SERVICES | SCBA SPECTACLE KITS | $297.77 | medic |
| 316265 | 12/28/2022 | IN948911 | NOANET | MUNICIPAL FIBER NETWORK COOF | $4,959.81 | fiber |
| 316293 | 12/28/2022 | IN948912 | NOANET | MUNICIPAL FIBER NETWORK COOF | $714.09 | fiber |
| 315975 | 12/28/2022 | LTAC CHAMBER EXPER | ANACORTES CHAMBER OF COMMER | LTAC CHAMBER EXPERIENCE 4TH ( | $100,327.32 | plan |
| 315977 | 12/28/2022 | LTAC Chamber Vic 4th | ANACORTES CHAMBER OF COMMER | LTAC CHAMBER VIC 4TH QUARTER | $18,202.15 | plan |
| 316237 | 12/28/2022 | Pay App 6 | C JOHNSON CONSTRUCTION, INC | 2022 WATERLINE REPLACEMENTS | $104,924.22 | pw1 |
| 316066 | 12/29/2022 | 0001-284587 | NAPA | SPARK PLUG | $2.07 | dshop |
| 316276 | 12/29/2022 | 112397 | WALTON BEVERAGE COMPANY, INC | WTP BREAKROOM SUPPLIES | $57.50 | dwtp |
| 316209 | 12/29/2022 | 1280085 | LIFE ASSIST, INC | IV CATHETERS | $300.29 | medic |
| 316190 | 12/29/2022 | 13403000 | HACH COMPANY | SAMPLER TUBING | $1,210.85 | dwwtp |
| 316248 | 12/29/2022 | 19079 | TRANSPORTATION SOLUTIONS INC | TRANSPORTATION CONCURRENCY | $1,529.00 | pw1 |
| 316250 | 12/29/2022 | 19085 | TRANSPORTATION SOLUTIONS INC | 32ND AND M INTERSECTION - DES | $10,719.20 | pw1 |
| 316200 | 12/29/2022 | 201137521 | CRIMINAL JUSTICE TRAINING | TRAINING FEE; DOTZAUER LEAD IN | $500.00 | apd |
| 316065 | 12/29/2022 | 220015149234 | PUGET SOUND ENERGY INC | 8147 S MARCHS PT RD ST LIGHT 12 | $140.69 | dshop |
| 316055 | 12/29/2022 | 332366 | BAY CITY SUPPLY | FACILITY SUPPLIES | $632.49 | pwfac |
| 316056 | 12/29/2022 | 332602 | BAY CITY SUPPLY | FACILITY SUPPLIES | $168.78 | pwfac |
| 316239 | 12/29/2022 | 5138802045 | CINTAS CORPORATION | FIRST AID SUPPLIES - VARIOUS DEF | $625.63 | finance |
| 316063 | 12/29/2022 | 9330205087 | GRAYBAR ELECTRIC COMPANY, INC | SFPS FOR OLT | $1,162.36 | fiber |
| 316275 | 12/29/2022 | 98075488 | ECO SERVICES OPERATIONS CORP | ALUMINUM SULFATE | $4,539.23 | dwtp |
| 316067 | 12/30/2022 | 0001-284635 | NAPA | BRAKES #100 | $527.05 | dshop |

| Invoice Doc # | Invoice Date | Invoice # | Vendor Full Name | Description | Total Amount | Approval Queue |
|---|---|---|---|---|---|---|
| 316266 | 12/30/2022 | 115628 | VECA ELECTRIC & TECHNOLOGIES | WTP EMG CALL FOR LOSS OF POW | $1,094.15 | dwtp |
| 316224 | 12/30/2022 | 1637 | ANACORTES ROTARY CLUB | DUES: 1/1 - 6/30-HARRIS | $170.00 | medic |
| 316240 | 12/30/2022 | 2022.1 | BUCKENMEYER, FRED | FORMER WTP DEMOLITION PROJE | $3,767.00 | dwtp |
| 316277 | 12/30/2022 | 248 984 6277 5 | CASCADE NATURAL GAS CORP. | WTP 12/1-12/29/22 | $9,363.38 | dwtp |
| 316191 | 12/30/2022 | 48415 | CORRECT EQUIPMENT, INC | MAINTENANCE SUPPLIES - INCINE | $473.40 | dwwtp |
| 316102 | 12/30/2022 | 7260459215 | CARDINAL HEALTH 110, INC. | PHARMA: FENTANYL | $34.90 | medic |
| 316202 | 12/30/2022 | 8134-1 | ANACORTES TOWING, LLC | TOWING; APD CASE 22-A09341 | $169.73 | apd |
| 316064 | 12/30/2022 | DECEMBER 2022 | SKAGIT LAW GROUP, PLLC | PROS ATTY SERVICES DEC 2022 | $6,560.00 | attorney |
| 316236 | 12/31/2022 | 1222 | NELSON, BONNIE | AGING MASTERY PROGRAM ADMI | $112.50 | pkrec |
| 316341 | 12/31/2022 | 773074 | REECE, STORMIE | DEPOT JANITORIAL SERVICES-DECE | $1,254.00 | parks1 |
| 316219 | 1/1/2023 | 0542005-001 | UNUM LIFE INS CO OF AMERICA | JANUARY, UNUM LONG TERM CAR | $1,247.70 | hr |
| 316290 | 1/1/2023 | 135792 | VENTEK INTERNATIONAL | WA PARK PAYSTATION MONITORI | $135.00 | parks1 |
| 316274 | 1/1/2023 | 15640 | WASHINGTON CITIES INSURANCE | WASCI Liability Insurance | $787,672.00 | finance |
| 316245 | 1/1/2023 | 2018-10828 | CRITICAL INSIGHT, INC | MANAGE DETECTION AND RESPON | $32,688.00 | infosys |
| 316227 | 1/1/2023 | 2620 | OAB ENGINEERING, LLC | STA 3 INTERNET: JANUARY | $150.00 | medic |
| 316226 | 1/1/2023 | 5066466476 | RICOH USA, INC | S/N C86152062 HR COPIES 12/1-1 | $4.89 | finance |
| 316223 | 1/1/2023 | 5066466671 | RICOH USA, INC | CITY WIDE 10/1-11/19/22 | $203.68 | finance |
| 316103 | 1/1/2023 | IN948929 | NOANET | AFFILIATE MEMBERSHIP, 2023 | $1,500.00 | fiber |
| 316222 | 1/1/2023 | January | AUREUS, LLC | STA 3 RENT: JANUARY | $2,620.00 | medic |
| 316301 | 1/3/2023 | 03188 | SKAGIT COUNTY SHERIFF'S OFFICE | JAIL TAX PAYMENT PER CONTRACT | $89,867.32 | finance |
| 316264 | 1/3/2023 | 1633 | LAW OFFICE OF CARA LORENZO | PUB DEF CONFL | $37.50 | court |
| 316262 | 1/3/2023 | 1634 | LAW OFFICE OF CARA LORENZO | PUB DEF CONFL | $260.00 | court |
| 316259 | 1/3/2023 | 1635 | LAW OFFICE OF CARA LORENZO | PUB DEF CONFL | $187.50 | court |
| 316254 | 1/3/2023 | 1636 | LAW OFFICE OF CARA LORENZO | PUB DEF CONFL | $150.00 | court |
| 316302 | 1/3/2023 | 21-043-FIN-001 | ANACORTES FAMILY CENTER | AFFORDABLE HOUSING TAX PAYM | $33,901.67 | finance |
| 316303 | 1/3/2023 | 21-247-FIN-001 | ANACORTES HOUSING AUTHORITY | AFFORDABLE HOUSING TAX PAYM | $33,901.67 | finance |
| 316201 | 1/3/2023 | 23003297 | WASHINGTON STATE PATROL | BACKGROUND CHECKS; DECEMBE | $79.50 | apd |
| 316347 | 1/3/2023 | 23003353 | WASHINGTON STATE PATROL | SENIOR CENTER BACKGROUND CH | $22.00 | parks1 |
| 316267 | 1/3/2023 | Invoice #1 | PORT OF ANACORTES | LTAC PORT ROCK THE DOCK 2022 | $4,000.00 | plan |
| 316272 | 1/3/2023 | INVOICE #1 SCS | PORT OF ANACORTES | LTAC PORT SUMMER CONCERT SE | $8,000.00 | plan |
| | **Total** | | | | **$ 1,535,446.46** | |

# City Council Agenda Bill

**Meeting Date:** January 9, 2023 **Agenda Item:** 6.a.

**Agenda Item Title:** Contract Award: HVAC Maintenance and On-Call Repair Services 2023-2025 #23-016-FAC-001

**Staff Contact(s):** Henry Hash

| **Approved for Submittal to Council by** | **Action Type** |
| --- | --- |
| TIFFANY MATSON<br>TIFFANY MATSON | Contract Award |

**Item Summary:** City staff seeks City Council consent to award a contract in the amount of $350,000.00 to Blythe Mechanical, Inc. to perform the HVAC Maintenance and On-Call Repair Services 2023-2025. This contract includes regularly scheduled yearly maintenance of all City HVAC systems, as well as on-call unplanned repair/non-project related HVAC work.

Background:

1. History: RCW 35.23.352 authorizes the City to use a unit-priced contract for "…public works which are anticipated on a recurring basis to meet the business or operational needs of the agency.." By having an on-call unit-priced contract in place gives the City the legal protections of a signed contract and will allow us to move more swiftly when the need for HVAC repair arises.
2. Key Terms:
    - The total value of all regular maintenance and on-call work orders issued by the City shall not exceed $350,000.00.
    - Contract is not to exceed a total of four (4) years or $350,000.00, whichever comes first.
3. Competitive Bidding: On December 7, 2022 the City solicited bids for the subject project through the small works roster process, with a bid submittal deadline of December 20, 2022. One bid was received by the bid deadline from Blythe Mechanical, Inc., who was determined to be the lowest responsible bidder.

**Budget Impact:**

| | |
| --- | --- |
| Contractor | Blythe Mechanical, Inc. |

| | |
|---|---|
| Contract Amount | $350,000.00 |
| BARS # | 001.713.518.30.41 |
| Budget Amendment Required? | No |
| Start Date | 1/1/2023 |
| End Date | 12/31/2025 |

**Previous Action:** N/A

**Recommended Motion:** I move that City Council authorize the Mayor to sign contract 23-016-FAC-001 with Blythe Mechanical, Inc. in the amount of $350,000.00 to perform the HVAC Maintenance and On-Call Repair Services 2023-2025.

**Alternative Actions:** Not award the contract.

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

1. 23-016-FAC-001

CONTRACT #23-016-FAC-001
AGREEMENT WITH
BLYTHE MECHANICAL, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Blythe Mechanical, Inc., a private contractor at 2201 Humboldt Street, Bellingham, WA 98225 (herein after referred to as "Contractor").

**PROJECT**

# HVAC Maintenance and On-Call Repair Services 2023-2025

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled HVAC Maintenance and On-Call Repair Services #23-016-FAC-001" issued December 7, 2022, which is hereby incorporated by reference and made a part hereof.

2. **Work Orders:** The City will issue a work order for each on-call repair project, which will include specific work instructions. The Contractor is expected to perform the work on the dates and times identified and as agreed to in the work order. The Contractor must clarify any questions or ambiguities in any work order prior to performance. The City is not required to pay for any work performed without the prior authorization or approval of the City.

3. **Compensation:** The total value of all Work shall not exceed **Three Hundred Fifty Thousand Dollars ($350,000.00)**, which includes all labor, materials, applicable sales tax based on work location, standard freight, and administrative overhead for the project. Compensation shall be by Unit Price for each of the categories of work, as well as the parts and materials markup, as noted in the Contractor's bid proposal which is incorporated by reference and attached hereto as Exhibit A. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contactor will be retained.

4. **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.

5. **Contract Term:** The period of this Contract shall be for a period of three years from January 1, 2023-December 31, 2025. The City may, at its option, extend the Contract for one (1) additional year. Contract extension shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Contract is not to exceed a total of four (4) years or $350,000.00, whichever comes first.

6. **Project Management**. Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mac Jackson, (360) 299-1961.

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

8. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, and Exhibit A are included in this Contract Agreement.

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

**City:**
City of Anacortes

__________________________
Mayor

__________________________
Date

**Contractor:**
Blythe Mechanical, Inc.

__________________________
Signature

__________________________
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.

a) Before any payment can be made by the City, Contractor and any subcontractors must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor at the start date of each new ***CONTRACT*** year.
b) Before full or partial payment of the final invoice for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor and any subcontractors within fifteen (15) days of all work performed during the Contract year just completed. A copy of the L&I approved Affidavit must be provided to the City Contract Specialist. Affidavits will be filed annually by the Contractor to cover wages paid for the ***CONTRACT*** year just expired.
c) For the first year of the Contract, Contractor shall pay its workers the applicable prevailing wage rates in effect upon the date of execution of the contract. At the end of the first contract year, and each successive year thereafter, Contractor shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
d) Subsequent to any prevailing wage adjustments, the Unit Prices shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Unit Prices due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust unit pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall unit prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.
f) 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 the Department of Labor and Industries 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 the Department of Labor and Industries for arbitration.
g) 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://secure.lni.wa.gov/wagelookup/. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City 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 Washington Department of Revenue, Washington Employment Security Department, and the Washington 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.

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 is encouraged to provide 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:

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

4.**Subcontracts**. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manger approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. "Subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (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, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:
a) Relieve the Contractor of any responsibility to carry out the Contract,
b) Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
c) Create any contract between the City and the Subcontractor, or
d) Convey to the Subcontractor any rights against the City.

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 Contractor 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.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

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 include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Contract Title, Contract Number, Work Order number or title, and Price, or Amended Price. **The Contractor must issue separate invoices per work order completed.** Contractor shall submit invoices within thirty (30) days after completion of a scheduled maintenance service or on-call services. The cost to the City for materials and labor will be clearly noted on all invoices accompanied by supporting receipts. The invoice must specifically note the contract number, number of hours worked, the hourly rate, total cost for services and City work order number. The Contractor must allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, P O 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 Contactor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be 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 **within 10 days of contract execution and 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, Bid, 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 Subcontractors 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 they have 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 they have 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; pandemics; 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 of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. 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: | CONTRACTOR: |
|---|---|
| City of Anacortes<br>Tiffany Matson<br>904 6th Street<br>PO Box 547<br>Anacortes, WA 98221 | Blythe Mechanical, Inc.<br>Michelle Hill<br>2201 Humboldt Street<br>Bellingham, WA 98225 |

## HVAC Maintenance and On-Call Repair Services 2023-2025
## #23-016-FAC-001
## Attachment B – Bid Proposal

The following Bid Proposal lists Work items and quantities that will be used for calculating a total Bid amount to determine the low Bidder. The Bidder must write its loaded unit prices, extension calculations, and the total Bid price. All costs to perform the Work as specified must be reflected in the Bid Proposal. After the Bid opening, the City will verify the mathematical accuracy with respect to the extensions of unit Bid prices and the total Bid price. The Contract will be awarded to the lowest responsible and responsive Bidder.

The stated unit Bid quantities will specifically not be a part of the resultant Contract documents. The City does not represent or warrant to the Bidder that the actual Work provided under this Contract will be consistent with unit quantities that may be assigned by the City for purposes of determining the low Bidder. The actual Work provided under this Contract may vary substantially from the City-assigned unit quantities used to determine the basis of award, and the winning Bidder is not entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between the actual Work completed and unit quantities used for purposes of determining the basis of award.

### 1. BIDDER INFORMATION

Company Name: Blythe Mechanical In

Email: dawn.hayes@blythemechanical.com

Date: 12/20/22

Address of Bidder: 3000 W. Illinois St, Bellingham WA 98225

Telephone No.: (360) 389-5501

WA Labor and Industries Account No.: 348,180-00

Contractor's License No.: BLYTHMI817NB

UBI No.: 600 138 137

## 2. BID PROPOSAL FORM

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work. **All labor rates to be calculated from the arrival time at the job site to the completion of work – No travel time to be included.**

### SCHEDULE 1 - FILTER, EQUIPMENT & AUTOMATION CONTROL MAINTENANCE COSTS

| ITEM # | DESCRIPTION | Cycle (A) | Est. Cycles (B) | Price Per Cycle (C) | Annual Price (D) (B x C) |
|---|---|---|---|---|---|
| 1 | Anacortes Municipal Building | Tri-Annual | 3 | $ 1,242 | $ 3,726 |
| 2 | Anacortes Public Library<br>**PLUS** Trane AHU-1 Filters Changed Annually | Semi-Annual | 2 | $ 3,085 | $ 6,170 |
| 3 | Anacortes Public Safety Building<br>**PLUS** AHU-1 Filters Changed Annually | Semi-Annual | 2 | $ 1,566 | $ 3,132 |
| 4 | Anacortes Fire Station I | Semi-Annual | 2 | $ 709 | $ 1,418 |
| 5 | Anacortes Fire Station II | Semi-Annual | 2 | $ 263 | $ 526 |
| 6 | Anacortes Museum | Annual | 1 | $ 226 | $ 226 |
| 7 | Anacortes Heritage Center | Annual | 1 | $ 160 | $ 160 |
| 8 | Anacortes W. T. Preston | Annual | 1 | $ 284 | $ 284 |
| 9 | Anacortes Maintenance Shop | Semi-Annual | 2 | $ 308 | $ 616 |
| 10 | Anacortes Wastewater Treatment Plant | Semi-Annual | 2 | $ 889 | $ 1,778 |
| 11 | Anacortes Depot Arts Center | Annual | 1 | $ 390 | $ 390 |
| 12 | Anacortes Senior Activity Center | Semi-Annual | 2 | $ 874 | $ 1,749 |
| 13 | Anacortes Water Treatment Plant | Semi-Annual | 2 | $ 5,935 | $ 11,870 |
| 14 | Anacortes Water Intake Station | Semi-Annual | 2 | $ 269 | $ 538 |
| 15 | Boiler Tune Up, Municipal Building, Library, Public Safety, Depot Arts Center | Annual | 1 | $ 3,503 | $ 3,508 |
| 16 | Anacortes Fire Station I & II Co-Ray-Vac Heaters | Annual | 1 | $ 667 | $ 667 |
| | | | | **SUBTOTAL (Sum of all D line items)** | $ 36,753 |
| | | | | **WSST (8.8%)** | $ 3,234.26 |
| | | | | **TOTAL SCHEDULE 1 BID** | $ 39,987.26 |

## SCHEDULE 2 - ON CALL REPAIR COSTS

| LABOR CLASSIFICATION | Labor Rate | Est. Hrs | ANNUAL TOTAL |
|---|---|---|---|
| Refrigeration Mechanic (WAC # 296-127-01367) | $ 169.75 | 70 | $ 11,882.50 |
| **Overtime/Weekend:** Refrigeration Mechanic (WAC # 296-127-01367) | $ 254.63 | 20 | $ 5,092.50 |
| Plumbers & Pipefitters (WAC #296-127-01364) | $ 169.75 | 70 | $ 11,882.50 |
| **Overtime/Weekend:** Plumbers & Pipefitters (WAC #296-127-01364) | $ 254.63 | 20 | $ 5,092.50 |
| Sheet Metal Workers (WAC #296-127-01372) | $ 178.50 | 70 | $ 12,495.00 |
| **Overtime/Weekend:** Sheet Metal Workers (WAC #296-127-01372) | $ 267.75 | 20 | $ 5,355.00 |
| Heating Equipment Mechanics (WAC #296-127-01333) | $ 178.50 | 70 | $ 12,495.00 |
| **Overtime/Weekend:** Heating Equipment Mechanics (WAC #296-127-01333) | $ 267.75 | 20 | $ 5,355.00 |
| Boilermakers (WAC #296-127-01305) | $ 169.75 | 70 | $ 11,882.50 |
| **Overtime/Weekend:** Boilermakers (WAC #296-127-01305) | $ 254.63 | 20 | $ 5,092.50 |
| **SUBTOTAL (Sum of all Schedule 2 line items)** | | | $ 86,625. |
| **WSST (8.8%)** | | | $ 7,623 |
| **TOTAL SCHEDULE 2 BID** | | | $ 94,248. |

| | |
|---|---|
| **TOTAL BID (SUM OF SCHEDULES 1 & 2 ABOVE)** | **$** 134,235.26 |

## SCHEDULE 3 – MARK UP BY %

| ADDITIONAL EQUIPMENT | COST | MARKUP (MAX 10%) |
|---|---|---|
| Equipment/Tools (rented) not included in annual contract price | Actual | 10 % |
| Materials not included in annual contract price | Actual | 10 % |

| |
|---|
| **MANDATORY** - WE (I) WILL PROVIDE ON-CALL SERVICES WITHIN 2 Business HRS/DAYS FROM RECEIPT OF ORDER & AT PRICES & TERMS SPECIFIED UNLESS OTHERWISE NOTED. **MAXIMUM TWO (2) BUSINESS DAYS.** |
| **MANDATORY** - *EMERGENCY CALL-OUT SERVICES* WILL BE PROVIDED WITHIN 1 MINUTES/HRS FROM RECEIPT OF ORDER. **MAXIMUM SIXTY (60) MINUTES.** |

**3. ADDENDA:** Bidder acknowledges review of all Addenda through No. Ø

***NOTE:*** *Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Contractor to learn of Addendum, if any. Addendums will be posted on the City's website at www.anacorteswa.gov/Bids.aspx.*

**4. COMPLIANCE WITH SPECIFICATIONS**

The proposed equipment must fully comply with the Scope of Work to qualify as a responsive bid. Bidder must attach additional information or pages listing all deviations and substitutions or proposed "as equal" component to the specifications which are included with this Bid. A completed list of proposed deviations and substitutions will be required to enable the City to evaluate whether the proposed items comply with the requirements of the specifications, to be determined by the City in the City's sole discretion.

**5. LIMITATION OF DAMAGES**

The Bidder:

a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid for any matter in respect of this ITB, including:

I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or

II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB; and

b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Bidder for any reason, including:

I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or

II. If the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB.

**6. NON-COLLUSION DECLARATION**

**By signing the signature page of this proposal, I declare, under penalty of perjury under the laws of the United States, that the following statement is true and correct:**

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

b) 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.

**7. AUTHORIZATION**

I, ______________________ (sign and print name) authorize the above bid and I have the authority to enter into contracts on behalf of the business or other entity I represent.

# ATTACHMENT C

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (December 7, 2022), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Blythe Mechanical Inc
Bidder's Business Name

Signature of Authorized Official*

JAMES HILL
Printed Name

VICE PRESIDENT
Title

| | | |
|---|---|---|
| 12/20/22 | Bellingham | WA |
| Date | City | 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:

WA

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.*

## 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.

A

**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:** January 9, 2023 **Agenda Item:** 6.b.

**Agenda Item Title:** Contract Modification: Municipal Broadband Network – 2021 Westside Backbone Expansion

**Staff Contact(s):** JAMES LEMBERG , Emily Schuh

**Approved for Submittal to Council by**
TIFFANY MATSON
TIFFANY MATSON

**Action Type**
Contract Modification

**Item Summary:** City staff seeks City Council consent to issue a final contract modification to Robinson Brothers Construction, Inc. (RBC) in the amount of $506,597.60. This increases the total contract price to $6,099,767.22, to add work and materials necessary to complete deployment of backbone cables and MSTs in the project area. The table below provides a summary of the contract history:

| | Labor and Contractor-provided Materials | Sales Tax | Total |
|---|---|---|---|
| Original Contract | $4,646,419.20 | $408,884.89 | $5,055,304.09 |
| Modification 01 | $494,361.70 | $43,503.83 | $537,865.53 |
| Modification 02 | $465,622.80 | $40,974.81 | $506,597.60 |
| Totals | $5,606,403.70 | $493,363.53 | $6,099,767.22 |

**Background**:
1. History: RBC started work on Contract 21-094-FBR-001 in June 2021. This contract is a unit based contract. As work progressed, increased quantities of several work units and contractor-provided materials were needed to address field conditions encountered. In January 2022 a contract modification was authorized. A second and final contract modification is necessary.
The contract modification addresses three broad areas (further detailed in Attachment A-2):

A. Trench Restoration. (+$209.7k)

1. Final quantity confirmed by field audit completed by City engineering staff.
2. Larger restoration areas around manholes and stormwater drains than originally designed.
3. Aged original asphalt condition resulted in significant crumbling of the cut edges requiring wider restoration areas.
4. Patching areas immediately near the project area.
5. Minor street resurfacing in areas near the Fiber project area.

B. Material Quantity Adjustments.

1. Additional gravel and cold patch for temporary trench restoration. (+$102.6k)
2. Additional gravel to provide driveway access during construction. (+$18.5k)
3. Additional asphalt where field conditions required more than 3" of asphalt for restoration. (+$24.5k)

C. Work Quantity Adjustments.

1. Additional fiber pulling through conduit. Design underestimated amount necessary. (+$136.3k)
2. Additional traffic control necessary for traffic safety. (+$133k)
3. Additional sidewalk panel replacements. Design underestimated amount necessary. (+$32.1k)
4. Additional microduct breakouts for accessing existing fiber or placing new fiber. Design underestimated amount necessary. (+$28.5k)
5. Additional vault placements. Driven by field conditions. (+$13.5k)
6. Additional underground boring where trenching impractical. (+$11.6k)
7. Additional testing of existing conduit, trenching deeper than 18 inches, placing bollard, and miscellaneous materials for underground work. Driven by field conditions. (+$7.9k)
8. Additional aerial work. Driven by field & utility pole conditions. (+$7.6k)
9. Reduction in quantities of several work tasks. (-$260.3k)

2. Project Status. RBC has completed work on all invoiceable items and is in the process of correcting asphalt restorations that did not meet City standards. The asphalt restoration is being monitored by a City inspector. RBC has submitted its final invoice and with council authorization it will be paid. The City will continue to retain 5% of invoice payments ($256,857.85 retained against previous invoices + $23,462.33 to be retained on final invoice = $280,320.18 total retainage) as required by state law until Final Acceptance is issued and all requirements of RCW 60.28.011 and RCW 39.12 have met.

3. Key Terms:

- Unit Price Contract.
- GC-16 provides a 365-day warranty period on all materials and workmanship.

4.Competitive Bidding: The City entered into a cooperative purchasing agreement with NoaNet per the Washington Interlocal Cooperation Act RCW 39.34 which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers. NoaNet competitively bid the unit prices for Emergency Response and Restoration, Maintenance and Line Extension of OSP Facilities and entered into a contract with RBC.

**Budget Impact:**

| | |
|---|---|
| Contractor | Robinson Brothers Construction, Inc . |
| Original Agreement Amount | $5,055,304.09 |
| Modification 01 | $537,865.53 |
| Current Agreement Amount | $5,593,169.62 |
| Change Per this Modification | $506,597.60 |
| Total After Modifications | $6,099,767.22 |
| Earmarked Funds for 2022 | $9,332,226.00 |
| BARS # | 001.260.594.32.63 |
| Paid on Contract as of 1/3/2023 | $5,589,226.96 |
| Budget Amendment Required? | No |

**Previous Action:** Interlocal 263 for Cooperative Purchasing with NoaNet was approved on 6/4/18. Council approved Contract 21-094-FBR-001 at its April 26, 2021 meeting. Council approved Contract Modification 01 at its January 24, 2022 meeting.

**Recommended Motion:** I move that City Council authorize the Mayor to sign Contract Modification 02 with Robinson Brothers Construction, Inc., under Contract 21-094-FBR-001, in the amount of $506,597.60, increasing the final contract price to $6,099,767.22.

**Alternative Actions:** Not approve the contract modification.

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

1. 21-094-FBR-001 - Modification 02
2. Final invoice
3. Excess Restoration Quantities
4. Invoiced Dollars
5. Invoiced Quantities

**Contract Number 21-094-FBR-001**
**MODIFICATION 02**

**Date** January 9, 2023
**Page** 1 **of** 1 **Page**

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

**BACKGROUND**
This modification is issued in accordance with GC-17, Changes In Work in order to modify quantities of various work items on contract. Therefore, the Contract price will increase from $5,593,169.62 by $506,597.60 to $6,099,767.22 to provide an equitable price adjustment in consideration of changes in Work as described below under Article 1.

Accordingly, the following changes are incorporated under this contract:

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

> "The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the deployment of aerial & underground infrastructure and fusion splicing of optical fibers for 2021 Westside Backbone Expansion, in accordance with and as described in Exhibit A-1, as modified by Exhibit A-2."

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

> "The work performed under this Agreement shall be compensated by Unit Price for each of the categories in Exhibits A-1 and A-2, for a total contract value of **Six Million Ninety-Nine Thousand Seven Hundred Sixty-Seven Dollars and Twenty-Two Cents ($6,099,767.22)**, which includes $493,363.53 in 8.8% sales tax."

All other terms of the contract remain unchanged.

**CITY OF ANACORTES**

By ________________________________
Matt Miller, Mayor

Date________________________________

**ROBINSON BROTHERS CONSTRUCTION, INC.**

By ________________________________

Title ________________________________

Date________________________________

| | |
|---|---|
| Original Agreement Amount | $5,055,304.09 |
| Current Agreement Amount | $5,593,169.62 |
| Change Per this Modification | $506,597.60 |
| Total After Modification | $6,099,767.22 |

## ATTACHMENT A-2
## Summary of Changes to Work & Contractor-Supplied Materials Quantities
## Contract Mod 02 - 21-094-FBR-001

**Page 1 of 2**

| REF | DESCRIPTION | UNIT OF MEASURE | QTY PER ORIGINAL CONTRACT | QTY PER MOD 01 | QTY PROPOSED TO BE ADDED BY MOD 02 | QTY ACTUALLY INVOICED | UNIT PRICE | PROPOSED MOD 02 ADJUSTMENT | COMMENT |
|---|---|---|---|---|---|---|---|---|---|
| BRCA | Concrete remove & restore, ADA sidewalk compliant | Square Foot | 0.00 | 0.00 | 0.00 | 0.00 | $0.00 | $0.00 | No change in Mod 02 |
| C/O HH | Change out small handhole for large handhole | Each | 0.00 | 20.00 | 0.00 | 20.00 | $2,500.00 | $0.00 | No change in Mod 02 |
| SBB | Place splitter cabinet with bollards | Each | 3.00 | 3.00 | 0.00 | 3.00 | $2,654.00 | $0.00 | No change in Mod 02 |
| n/a | Place large active cabinet | Each | 1.00 | 1.00 | 0.00 | 1.00 | $11,500.00 | $0.00 | No change in Mod 02 |
| n/a | Tree trimming | Each | 0.00 | 10.00 | 0.00 | 10.00 | $250.00 | $0.00 | No change in Mod 02 |
| n/a | Consideration for Contractor's unforeseen per diem costs | Each | 0.00 | 1.00 | 0.00 | 1.00 | $26,575.00 | $0.00 | No change in Mod 02 |
| n/a | Consideration for Contractor's unforeseen asphalt costs | Each | 0.00 | 1.00 | 0.00 | 1.00 | $9,784.20 | $0.00 | No change in Mod 02 |
| n/a | Consideration for Contractor's unforeseen equipment fuel costs | Each | 0.00 | 1.00 | 0.00 | 1.00 | $10,764.30 | $0.00 | No change in Mod 02 |
| CPM18 | Miscellaneous material for handhole excavation | Each | 0.00 | 1,474.12 | 0.00 | 1,474.12 | $1.20 | $0.00 | No change in Mod 02 |
| n/a | Miscellaneous conduit, 2-inch | Foot | 0.00 | 1,035.00 | 0.00 | 1,035.00 | $2.00 | $0.00 | No change in Mod 02 |
| n/a | Miscellaneous material for remote cabinet site | Each | 0.00 | 1,487.00 | 0.28 | 1,487.28 | $1.20 | $0.34 | Minimal change in Mod 02 |
| n/a | item for rounding errors | Lot | 0.00 | 0.00 | 1.00 | 1.00 | $0.72 | $0.72 | Minimal change, necessary to provide precise funds |
| CSFOD 1 | Core drill, building or wall penetration, concrete | Each | 0.00 | 9.00 | 1.00 | 10.00 | $92.20 | $92.20 | Increase, field condition slightly more than expected |
| BRR | Rod, blow, and rope pre-existing conduit | Lineal Foot | 0.00 | 0.00 | 140.00 | 140.00 | $0.90 | $126.00 | Increase, field condition slightly more than expected |
| BTP | Trench and place facilities 48 inch cover | Lineal Foot | 0.00 | 0.00 | 14.00 | 14.00 | $11.55 | $161.70 | Increase, field condition slightly more than expected |
| BVMD | Handhole placement, drop | Each | 323.00 | 323.00 | 1.00 | 324.00 | $300.00 | $300.00 | Increase, design change in field |
| ARM | Place new or transfer x-arms, wood or composite | Per Location | 0.00 | 0.00 | 2.00 | 2.00 | $165.00 | $330.00 | Increase, field condition slightly more than expected |
| CPM16 | Riser material | Each | 0.00 | 0.00 | 18.56 | 18.56 | $35.32 | $655.54 | Increase, field condition slightly more than expected |
| APD | Anchor transfer, dead-end | Per Anchor | 0.00 | 0.00 | 2.00 | 2.00 | $375.00 | $750.00 | Increase, field condition slightly more than expected |
| APA 1 | Anchor transfer and/or removal | Per Anchor | 0.00 | 0.00 | 3.00 | 3.00 | $300.00 | $900.00 | Increase, field condition slightly more than expected |
| n/a | Place bollard | Each | 4.00 | 4.00 | 3.00 | 7.00 | $400.00 | $1,200.00 | Increase, field condition slightly more than expected |
| ARR 1 | Transfer existing riser up to 4 inch diameter | Each | 0.00 | 0.00 | 2.00 | 2.00 | $607.95 | $1,215.90 | Increase, field condition slightly more than expected |
| ARR | Place new riser up to 4 inch diameter | Each | 13.00 | 13.00 | 7.00 | 20.00 | $238.35 | $1,668.45 | Increase, field condition slightly more than expected |
| APT | Pole transfer, straight | Per Attachment | 3.00 | 3.00 | 14.00 | 17.00 | $150.00 | $2,100.00 | Increase, field condition slightly more than expected |
| n/a | Other, UG Materials | Each | 0.00 | 0.00 | 1,837.50 | 1,837.50 | $1.20 | $2,205.00 | Increase, field condition slightly more than expected |
| n/a | Other, Reclaimable Materials, Wet Dirt, Vac Truck Load, Asphalt rbl | Each | 0.00 | 0.00 | 3,515.82 | 3,515.82 | $1.20 | $4,218.98 | Increase, field condition slightly more than expected |
| BDB | Directional bore up to a 2-inch diameter hole | Lineal Foot | 410.00 | 410.00 | 361.00 | 771.00 | $32.00 | $11,552.00 | Increase, field condition |
| BVMS | Handhole placement, small | Each | 573.00 | 573.00 | 24.00 | 597.00 | $550.00 | $13,200.00 | Increase, design change in field |
| CPM15 | 5/8" gravel, compacted through driveway crossings | Each | 0.00 | 45,294.00 | 15,443.99 | 60,737.99 | $1.20 | $18,532.79 | Increase, field condition |
| n/a | Asphalt for restoration of trench in roadway beyond 3-inch cover | Ton | 0.00 | 0.00 | 73.65 | 73.65 | $333.00 | $24,525.45 | Increase, qty not originally estimated, with understanding that actual quantities determined by field conditions. |
| BMDC | Micrdo-duct breakout - 3-ft x 1-ft cut; includes coupler install & cap | Each | 60.00 | 60.00 | 95.00 | 155.00 | $300.00 | $28,500.00 | Increase, qty under estimated in design |
| BRC | Concrete remove & restore - sidewalk panel replacement | Square Foot | 8,100.00 | 8,100.00 | 1,699.50 | 9,799.50 | $18.90 | $32,120.55 | Increase, qty under estimated in design |
| CPM13 | Other, Specify 5/8 minus, EZ Street, 3/4 chips | Each | 0.00 | 97,684.00 | 85,496.35 | 183,180.35 | $1.20 | $102,595.62 | Qty under estimated |

## ATTACHMENT A-2
## Summary of Changes to Work & Contractor-Supplied Materials Quantities
## Contract Mod 02 - 21-094-FBR-001

**Page 2 of 2**

| REF | DESCRIPTION | UNIT OF MEASURE | QTY PER ORIGINAL CONTRACT | QTY PER MOD 01 | QTY PROPOSED TO BE ADDED BY MOD 02 | QTY ACTUALLY INVOICED | UNIT PRICE | PROPOSED MOD 02 ADJUSTMENT | COMMENT |
|---|---|---|---|---|---|---|---|---|---|
| TRA | Traffic control, 2-man crew | Crew-hour | 480.00 | 620.00 | 879.75 | 1,499.75 | $151.20 | $133,018.20 | Qty under estimated |
| BCD | Pull fiber cable through duct | Lineal Foot | 94,270.00 | 94,270.00 | 129,790.00 | 224,060.00 | $1.05 | $136,279.50 | Increase, qty underestimated in design |
| BTMDR | Restoration of trench in roadway | Lineal Foot | 105,000.00 | 105,000.00 | 26,210.00 | 131,210.00 | $8.00 | $209,680.00 | Qty consistent with engineering field audit |
| Elbows | Elbow material for conduit | Each | 0.00 | 7,098.00 | (0.41) | 7,097.59 | $1.20 | ($0.49) | Minimal change in Mod 02 |
| ARM 1 | Place new or transfer fiberglass arm | Per Location | 5.00 | 5.00 | (1.00) | 4.00 | $115.50 | ($115.50) | Qty slightly reduced per field conditions |
| CPM17 | Anchor material | Each | 0.00 | 12.00 | (2.00) | 10.00 | $98.00 | ($196.00) | Qty slightly reduced per field conditions |
| n/a | Bollard | Each | 4.00 | 4.00 | (1.00) | 3.00 | $287.00 | ($287.00) | Qty slightly reduced per field conditions |
| APA | Anchor placement, new | Per Anchor | 12.00 | 12.00 | (2.00) | 10.00 | $210.00 | ($420.00) | Qty slightly reduced per field conditions |
| BVML | Handhole placement, large | Each | 42.00 | 42.00 | (1.00) | 41.00 | $750.00 | ($750.00) | Qty slightly reduced per field conditions |
| SPC | Splice closure prep an/or re-entry | Each Closure | 3.00 | 3.00 | (3.00) | 0.00 | $399.00 | ($1,197.00) | Qty reduced; work performed by City staff |
| ALS | Lash fiber optic cable | Per Strand Foot | 11,886.00 | 24,216.00 | (1,420.00) | 22,796.00 | $1.40 | ($1,988.00) | Qty reduced; design slightly overstated qty |
| n/a | Aerial Material Hardware | Each | 20,578.00 | 20,578.00 | (4,474.00) | 16,104.00 | $0.50 | ($2,237.00) | Qty reduced; design slightly overstated qty |
| MST | Install multi-port service terminal | Each | 379.00 | 379.00 | (7.00) | 372.00 | $374.85 | ($2,623.95) | Qty reduced per field conditions |
| APS | Place strand & overhead guys | Per Strand Foot | 8,692.00 | 18,104.00 | (2,000.00) | 16,104.00 | $1.55 | ($3,100.00) | Qty reduced; design slightly overstated qty |
| n/a | 3-man Crew truck & tools prepping for "cold patch" | Lineal Foot | 0.00 | 15,000.00 | (1,721.00) | 13,279.00 | $9.50 | ($16,349.50) | Field conditions did not require estimated qty |
| SPR | Ring cut or mid-entry prep | Each Closure | 25.00 | 25.00 | (25.00) | 0.00 | $731.50 | ($18,287.50) | Qty reduced; work performed by City staff |
| n/a | Splice Case | Each | 59.00 | 59.00 | (59.00) | 0.00 | $437.00 | ($25,783.00) | Qty reduced; material procured by City |
| SCC | Placement of new fiber optic closure | Each | 59.00 | 59.00 | (59.00) | 0.00 | $532.00 | ($31,388.00) | Qty reduced; work performed by City staff |
| BTMD | Trench in roadway, place microduct | Lineal Foot | 105,000.00 | 105,000.00 | (1,823.00) | 103,177.00 | $24.70 | ($45,028.10) | Qty reduced; design slightly overstated qty |
| SPF 3 | Splice and test fiber, 49 and above | Each Splice | 1,200.00 | 1,200.00 | (1,200.00) | 0.00 | $43.74 | ($52,488.00) | Qty reduced; work performed by City staff |
| BHP | Hand trenching | Lineal Foot | 6,200.00 | 6,200.00 | (4,254.00) | 1,946.00 | $13.65 | ($58,067.10) | Field conditions did not require estimated qty |
| | Subtotal, Construction Services & Contractor-provided Materials | | | | | | | $465,622.80 | |
| | Washington sales tax, 8.8% | | | | | | | $40,974.81 | |
| | TOTAL CONTRACT MODIFICATION 02 | | | | | | | $506,597.60 | This amt plus remaining contract funds ($3,942.66) will cover contractor's final invoice. |

# ATTACHMENT E
# Final Robinson Brothers Construction Invoice
## Page 1 of 1

*Robinson Brothers Construction, Inc.*
*6150 NE 137th Ave. Vancouver, WA. 98682*
*Phone: 360-576-5359 Fax: 360-576-7781*

## *Invoice*

| | | | | | |
|---|---|---|---|---|---|
| Contact Name: | Tiffany Matson | **Customer Information:** | | **Remit Information To:** | |
| Work Order #: | Contract 21-094-FBR-001 | ANAC01 - City of Anacortes | | Robinson Brothers Construction, Inc. | |
| RBC Project #: | 21MIS053 | 906 6th Street | | 6150 NE 137th Avenue | |
| Invoice Date: | 12/12/2022 | Anacortes, WA 98221 | | Vancouver, WA 98682 | |
| Invoice Number: | 53094 | Phone: | 360-299-1971 | Phone: | 360-576-5359 |
| Work Period: | 7/1/2022 | Email: | matsont@cityofanacortes.org | Email: | ARinvoices@rbc-utility.com |
| Project Location: | Various<br>Anacortes, WA | | | | |

**Completed Work Order Units**

| Unit Code | Unit Description | Quantity | Unit Price | Unit Subtotal |
|---|---|---|---|---|
| XA - 1 | Tree Trimming | 8.00 | $250.00 | $2,000.00 |
| XA - APA 1 | APA1 Anchor Transfer and or Removal | 3.00 | $300.00 | $900.00 |
| XA - APD | APD Pole Transfer (Dead End) | 2.00 | $375.00 | $750.00 |
| XA - APT | APT Pole Transfer (Straight) | 16.00 | $150.00 | $2,400.00 |
| XA - ARM | ARM Place New or Transfer X-Arms Wood or Composite | 2.00 | $165.00 | $330.00 |
| XA - ARM 1 | ARM1 Place New or Transfer Fiber glass Arm | 2.00 | $115.50 | $231.00 |
| XA - ARR 1 | ARR1 Transfer Existing Riser up to 4" | 2.00 | $607.95 | $1,215.90 |
| XA - BCD | BCD Pull Fiber Cable thru Duct | 87,048.00 | $1.05 | $91,400.40 |
| XA - BHP | BHP Hand trenching | 108.00 | $13.65 | $1,474.20 |
| XA - BMDC | Micrdo-duct breakout - 3-ft x 1-ft cut; includes coupler install & cap | (89.00) | $300.00 | -$26,700.00 |
| XA - BRC | BRC Concrete Remove & Restore | 2,558.50 | $18.90 | $48,355.65 |
| XA - BTMD | Trench in roadway, place microduct | 6,815.00 | $24.70 | $168,330.50 |
| XA - BTMDR | Restoration of trench in roadway | (800.00) | $8.00 | -$6,400.00 |
| XA - BTP | BTP Trench and Place Facilities 48" Cover | 14.00 | $11.55 | $161.70 |
| XA - BVMD | Handhole placement, drop | 11.00 | $300.00 | $3,300.00 |
| XA - BVML | BVM Handhole Placement, large | 3.00 | $750.00 | $2,250.00 |
| XA - BVMS | BVM Handhole Placement, small | 17.00 | $550.00 | $9,350.00 |
| XA - CPM13 | Other, Specify 5/8 Minus, EZ Street, Dump Fees | 11,536.95 | $1.20 | $13,844.34 |
| XA - CPM15 | Three (3) yards of 5/8" Gravel, compacted through driveway crossings | 10,715.93 | $1.20 | $12,859.12 |
| XA - CPM17 | Anchor Material | 6.00 | $98.00 | $588.00 |
| XA - CSFOD 1 | CSFOD 1 Core Drill, Building or Wall Penetration, concrete | 1.00 | $92.20 | $92.20 |
| XA - MST | MST Install Multi-Service Terminal | 125.00 | $374.85 | $46,856.25 |
| XA - TRA - ST | Traffic Control Crew | 205.25 | $151.20 | $31,033.80 |
| XA- C/O HH | C/O Small HH with Large | 7.00 | $2,500.00 | $17,500.00 |
| XX-PERDIEM | Consideration for Contractor's unforeseen per diem costs | 1.00 | $26,575.00 | $26,575.00 |
| XX-Asphalt | Consideration for Contractor's unforeseen asphalt costs | 1.00 | $9,784.20 | $9,784.20 |
| XX-FUEL | Consideration for Contractor's unforeseen equipment fuel costs | 1.00 | $10,764.30 | $10,764.30 |
| | | | **Invoice Sales:** | **$469,246.56** |
| | | | **Tax Rate (8.80%):** | **$41,293.70** |
| | | | **Retainage (5.00%):** | **$23,462.33** |
| | | | **Invoice Total Due:** | **$487,077.93** |
| | | | Tax Code: 2901 | Net 30 Days |

**Comments/Notes:**

Comments/Notes:

**Inspector Signature:** ______________________ **Inspector Name:** ____________________ **Date:** ________________

# ATTACHMENT D
# Asphalt Restoration Inspection
# West End Expansion
# Page 1 of 3

| AS REPORTED BY CONTRACTOR | | | | | | | | | | | AS INSPECTED BY CITY | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Footage | Width | Total | Length (feet) | Width (feet) | Extra Width (feet) | Billable Extra Width (feet) | Billable Extra Qty (sq ft) | City's Comment |
| Road Crossings | | | | | | | | 10000 | 2 | 20000 | 10,000 | 2.00 | 1.00 | 1.00 | 10,000.00 | |
| Bryce Dr | 1837 | 322 | 105 | 1132 | | | | 3396 | 2 | 6792 | | | | | | City's inspection found 1,404.33 sq ft of billable extra restoration |
| Area A - Highland & east on Bryce | | | | | | | | | | | 136 | 3.00 | 2.00 | 2.00 | 272.00 | conflict with power, qty of wider cut acceptable |
| Area B | | | | | | | | | | | 503 | 1.67 | 0.67 | 0.67 | 335.33 | conflict with power, qty of wider cut acceptable |
| Area C | | | | | | | | | | | 797 | 2.00 | 1.00 | 1.00 | 797.00 | conflict with power, qty of wider cut acceptable |
| Area D | | | | | | | | | | | 540 | 1.33 | 0.33 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| Area E | | | | | | | | | | | 321 | 2.00 | 1.00 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| Area F | | | | | | | | | | | 919 | 1.33 | 0.33 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| Cedar Glen | 1509 | | | | | | | 1509 | 2 | 3018 | 1,582 | 1.67 | 0.67 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| Dover Drive | 460 | | | | | | | 460 | 2 | 920 | 460 | 2.00 | 1.00 | 1.00 | 460.00 | City repaved after restoration, unable to verify restoration width, but qty acceptable |
| Doon Way | 184 | 1083 | 328 | 702 | | | | 2297 | 4 | 9188 | | | | | | City's inspection found 1,069 sq ft of billable extra restoration |
| Area A | | | | | | | | | | | 174 | 4.00 | 3.00 | 3.00 | 522.00 | road condition necessitated wider cut, qty acceptable |
| Area B | | | | | | | | | | | 287 | 2.00 | 1.00 | 1.00 | 287.00 | none |
| Area C | | | | | | | | | | | 260 | 2.00 | 1.00 | 1.00 | 260.00 | none |
| Lea Pl | 400 | | | | | | | 400 | 2 | 800 | 529 | 1.67 | 0.67 | 0.67 | 352.67 | road condition necessitated wider cut, qty acceptable |
| Parkside | 187 | 100 | 912 | 262 | 344 | 131 | | 1936 | 6 | 11616 | 2,215 | 1.67 | 0.67 | 0.67 | 1,476.67 | none |
| Parkside patch | | | | | | | | | | | 6 | 2.00 | 2.00 | 2.00 | 12.00 | patch is separate from backbone trench |
| Curtis Ct | 100 | | | | | | | 100 | 2 | 200 | 100 | 1.33 | 0.33 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| Sands Ct | 217 | 719 | | | | | | 936 | 2 | 1872 | | | | | | City's inspection found 753 sq ft of billable extra restoration |
| Area A | | | | | | | | | | | 324 | 2.00 | 1.00 | 1.00 | 324.00 | road condition necessitated wider cut, qty acceptable |
| Area B | | | | | | | | | | | 429 | 2.00 | 1.00 | 1.00 | 429.00 | none |
| Sandra Ct | 279 | | | | | | | 279 | 2 | 558 | 169 | 2.00 | 1.00 | 1.00 | 169.00 | road condition necessitated wider cut, qty acceptable |
| Burrows | 279 | | | | | | | 279 | 2 | 558 | 279 | 1.50 | 0.50 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| Morton Ave | 161 | | | | | | | 161 | 2 | 322 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | no trench observed |
| Shannon Pt | 650 | | | | | | | 650 | 2 | 1300 | 468 | 1.50 | 0.50 | 0.50 | 234.00 | none |

*CONTINUES ON NEXT PAGE*

# ATTACHMENT D
# Asphalt Restoration Inspection
# West End Expansion
# Page 2 of 3

| AS REPORTED BY CONTRACTOR | | | | | | | | | | | AS INSPECTED BY CITY | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Footage | Width | Total | Length (feet) | Width (feet) | Extra Width (feet) | Billable Extra Width (feet) | Billable Extra Qty (sq ft) | City's Comment |
| Kingsway | 72 | 154 | 243 | 2205 | | | | 2674 | 2 | 5348 | | | | | | City's inspection found 1,981.50 sq ft of billable extra restoration |
| Area A | | | | | | | | | | | 1,321 | 2.50 | 1.50 | 1.50 | 1,981.50 | conflict with power, qty of wider cut acceptable |
| Area B | | | | | | | | | | | 1,700 | 1.33 | 0.33 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| 4509 Kingsway | | | | | | | | | | | 11.5 | 6.50 | 5.50 | 5.50 | 63.25 | area temporarily restored with "cold patch": City assumes asphalt restoration will be performed |
| Dublin Pl | 100 | | | | | | | 100 | 2 | 200 | 55 | 2.00 | 1.00 | 1.00 | 55.00 | small berm replaced, restoration qty acceptable |
| Yorkshire | 40 | 118 | 312 | | | | | 470 | 2 | 940 | 470 | 2.00 | 1.00 | 1.00 | 470.00 | none |
| Twin Pl | 200 | 100 | | | | | | 300 | 2 | 600 | | | | | | City's inspection found 88 sq ft of billable extra restoration |
| Area A | | | | | | | | | | 0 | 358 | 1.50 | 0.50 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| Area B | | | | | | | | | | 0 | 132 | 1.67 | 0.67 | 0.67 | 88.00 | none |
| Devonshire | 167 | 187 | 105 | | | | | 459 | 2 | 918 | 459 | 2.00 | 1.00 | 1.00 | 459.00 | none |
| Baron Pl | 220 | | | | | | | 220 | 2 | 440 | 220 | 2.00 | 1.00 | 1.00 | 220.00 | none |
| Dundee Dr | 1000 | | | | | | | 1000 | 1 | 1000 | 1,137 | 1.50 | 0.50 | 0.50 | 568.50 | none |
| Channel View | 450 | | | | | | | 450 | 1.5 | 675 | 450.0 | 1.50 | 0.50 | 0.50 | 225.00 | none |
| Guemes View | 500 | | | | | | | 500 | 1 | 500 | 895 | 1.33 | 0.33 | 0.33 | 298.33 | none |
| San Jaun Ave | 1045 | | | | | | | 1045 | 1 | 1045 | | | | | | City's inspection found 370 sq ft of billable extra restoration |
| Area A | | | | | | | | | | 0 | 798 | 1.33 | 0.33 | 0.33 | 266.00 | road condition necessitated wider cut, qty acceptable |
| Area B | | | | | | | | | | 0 | 312 | 1.33 | 0.33 | 0.33 | 104.00 | none |
| San Juan cul-de-sac | 475 | | | | | | | 475 | 1 | 475 | 318 | 2.00 | 1.00 | 1.00 | 318.00 | road condition necessitated wider cut, qty acceptable |
| Blakley | 880 | | | | | | | 880 | 1 | 880 | 880 | 1.50 | 0.50 | 0.00 | 0.00 | wider cut unnecessary, not authorized by City |
| Cypress | 1000 | | | | | | | 1000 | 1 | 1000 | 1,000 | 2.00 | 1.00 | 1.00 | 1,000.00 | City repaved after restoration, unable to verify restoration width, but acceptable |
| Tartan Pl | 495 | | | | | | | 495 | 1 | 495 | 450 | 2.00 | 1.00 | 1.00 | 450.00 | road condition necessitated wider cut, qty acceptable |
| Paisley Pl | 438 | | | | | | | 438 | 1 | 438 | 408 | 1.50 | 0.50 | 0.50 | 204.00 | road condition necessitated wider cut, qty acceptable |
| Stormwater catch basins | 307 | | | | | | | 307 | 16 | 4912 | 170 | 10.00 | 10.00 | 10.00 | 1,700.00 | City's GIS reports 170 catch basins in project area, City assumes 10 sq ft of excess restoration per catch basin |
| Manholes | 8 | | | | | | | 8 | 20 | 160 | 8 | 20.00 | 20.00 | 20.00 | 160.00 | City assumes 20 sq ft of restoration per manhole |

*CONTINUES ON NEXT PAGE*

**ATTACHMENT D**
**Asphalt Restoration Inspection**
**West End Expansion**
**Page 3 of 3**

| EXTRA WORK THAT CITY ASKED RBC TO PERFORM: | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | PREVIOUS ESTIMATION | | | AS INSPECTED BY CITY | | | | | |
| | | Footage | Width | Total | Length (feet) | Width (feet) | Extra Width (feet) | Billable Extra Width (feet) | Billable Extra Qty (sq ft) | City's Comment |
| Trench restoration, 7th Street & Q Avenue | | 37 | 2 | 74 | 37 | 2.00 | n/a | n/a | 74.00 | none |
| Trench restoration, 7th Street & Q Avenue | | 75 | 2 | 150 | 75 | 2.00 | n/a | n/a | 150.00 | none |
| Trench restoration, 28th Street & Commercial Avenue | | 35 | 2 | 70 | 35 | 2.00 | n/a | n/a | 70.00 | none |
| Trench restoration, 24th Court | | 400 | 2 | 800 | 400 | 1.50 | n/a | n/a | 600.00 | none |
| Trench restoration, Senior Center | | 37 | 2 | 74 | 37 | 2.00 | n/a | n/a | 74.00 | none |
| Patch, Senior Center | | 5 | 4 | 20 | 5 | 4.00 | n/a | n/a | 20.00 | none |
| Patch, Senior Center | | 2 | 2 | 4 | 2 | 2.00 | n/a | n/a | 4.00 | none |
| Patch, Senior Center | | 8 | 4 | 32 | 8 | 4.00 | n/a | n/a | 32.00 | none |
| Patch, Senior Center | | 4 | 4 | 16 | 4 | 4.00 | n/a | n/a | 16.00 | none |
| Patch, Senior Center | | 5 | 2 | 10 | 5 | 2.00 | n/a | n/a | 10.00 | none |
| Trench restortaion, M Avenue | | 40 | 2 | 80 | 40 | 2.00 | n/a | n/a | 80.00 | none |
| Patch (Streets), Baron Place | | 80 | 7 | 560 | 60 | 7.00 | n/a | n/a | 420.00 | none |
| Patch (Water), Piper Circle | | 12 | 9 | 108 | 12 | 9.00 | n/a | n/a | 108.00 | none |
| Trench restoration, Piper Circle | | 1,150 | 2 | 2,300 | 1,150 | 1.17 | n/a | n/a | 1,341.67 | none |
| Trench restoration (Water), Kingsway | | 133 | 2 | 266 | 133 | 2.00 | n/a | n/a | 266.00 | none |
| Patch, Parkside Drive | | 60 | 5 | 300 | 24 | 6.00 | n/a | n/a | 144.00 | none |
| TOTAL BILLABLE SQUARE FEET OF EXCESS ASPHALT RESTORATION | | | | | | | | | 27,970.92 | |

# ATTACHMENT C
# Invoiced Dollars
# Contract Mod 02 - 21-094-FBR-001


| | | | CONSTRUCTION SERVICES | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Unit of Measure** | **Unit code** | **Description** | Dollars on Invoice 51610 | Dollars on Invoice 51641 | Dollars on Invoice 51717 | Dollars on Invoice 51729 | Dollars on Invoice 51821 | Dollars on Invoice 51839 | Dollars on Invoice 51910 | Dollars on Invoice 52031 | Dollars on Invoice 52082 | Dollars on Invoice 52119 | Dollars on Invoice 52225 | Dollars on Invoice 52336 | Dollars on Invoice 52641 | Dollars on Invoice 52589 | Dollars on Invoice 52758 |
| Per Strand Foot | ALS | Lash fiber optic cable | 0.00 | 0.00 | 10,318.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18,331.60 | 2,396.80 | 868.00 | 0.00 | 0.00 | 0.00 |
| Per Anchor | APA | Anchor placement, new | 0.00 | 0.00 | 210.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,470.00 | 420.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Per Anchor | APA 1 | Anchor transfer and/or removal | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Per Anchor | APD | Anchor transfer, dead-end | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Per Strand Foot | APS | Place strand & overhead guys | 0.00 | 0.00 | 11,060.80 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13,900.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Per Attachment | APT | Pole transfer, straight | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 150.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Per Location | ARM | Place new or transfer x-arms, wood or composite | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Per Location | ARM 1 | Place new or transfer fiberglass arm | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 231.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | ARR | Place new riser up to 4 inch diameter | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,191.75 | 1,668.45 | 1,668.45 | 0.00 | 0.00 | 238.35 |
| Each | ARR 1 | Transfer existing riser up to 4 inch diameter | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lineal Foot | BCD | Pull fiber cable through duct | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,097.10 | 11,359.95 | 12,045.60 | 19,703.25 | 20,016.15 | 14,061.60 | 12,490.80 | 29,088.15 |
| Lineal Foot | BDB | Directional bore up to a 2-inch diameter hole | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 960.00 | 0.00 | 21,984.00 | 1,728.00 |
| Lineal Foot | BHP | Hand trenching | 1,706.25 | 1,378.65 | 0.00 | 2,088.45 | 1,569.75 | 518.70 | 4,518.15 | 1,105.65 | 682.50 | 1,228.50 | 218.40 | 2,934.75 | 3,139.50 | 2,579.85 | 1,419.60 |
| Each | BMDC | Micrdo-duct breakout - 3-ft x 1-ft cut; includes coupler install & cap | 2,100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 | 1,200.00 | 2,100.00 | 900.00 | 0.00 | 58,500.00 | 4,500.00 | 1,500.00 | 2,100.00 |
| Square Foot | BRC | Concrete remove & restore - *sidewalk panel replacement* | 0.00 | 0.00 | 0.00 | 5,273.10 | 0.00 | 0.00 | 0.00 | 8,127.00 | 0.00 | 22,472.10 | 14,458.50 | 33,812.10 | 0.00 | 18,862.20 | 33,849.90 |
| Square Foot | BRCA | Concrete remove & restore, ADA sidewalk compliant | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lineal Foot | BRR | Rod, blow, and rope pre-existing conduit | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 126.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lineal Foot | BTMD | Trench in roadway, place microduct | 130,267.80 | 120,190.20 | 0.00 | 197,772.90 | 154,251.50 | 205,627.50 | 194,463.10 | 119,671.50 | 80,176.20 | 160,648.80 | 111,965.10 | 215,952.10 | 302,204.50 | 278,393.70 | 108,556.50 |
| Lineal Foot | BTMDR | Restoration of trench in roadway | 0.00 | 39,904.00 | 0.00 | 45,824.00 | 30,256.00 | 67,344.00 | 126,752.00 | 14,000.00 | 592.00 | 93,920.00 | 30,040.00 | 9,832.00 | 209,752.00 | 127,080.00 | 162,448.00 |
| Lineal Foot | BTP | Trench and place facilities 48 inch cover | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | BVMD | Handhole placement, drop | 2,400.00 | 2,400.00 | 0.00 | 2,400.00 | 4,800.00 | 7,500.00 | 13,200.00 | 6,600.00 | 2,700.00 | 9,300.00 | 300.00 | 4,500.00 | 16,200.00 | 11,700.00 | 8,700.00 |
| Each | BVML | Handhole placement, large | 0.00 | 4,500.00 | 0.00 | 2,250.00 | 750.00 | 2,250.00 | 0.00 | 750.00 | 2,250.00 | 750.00 | 750.00 | 3,000.00 | 4,500.00 | 5,250.00 | 1,500.00 |
| Each | BVMS | Handhole placement, small | 2,200.00 | 13,200.00 | 0.00 | 18,700.00 | 17,600.00 | 20,900.00 | 48,950.00 | 20,900.00 | 19,800.00 | 22,000.00 | 7,700.00 | 20,350.00 | 44,550.00 | 39,600.00 | 19,250.00 |
| Each | C/O HH | Change out small handhole for large handhole | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 7,500.00 | 0.00 | 10,000.00 | 2,500.00 | 5,000.00 | 2,500.00 |
| Each | CSFOD 1 | Core drill, building or wall penetration, concrete | 276.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 368.80 | 92.20 | 0.00 | 92.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | MST | Install multi-port service terminal | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,995.20 | 7,497.00 | 5,622.75 | 13,119.75 | 20,616.75 | 8,246.70 | 10,120.95 | 15,368.85 |
| Each | SBB | Place splitter cabinet with bollards | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,654.00 | 2,654.00 | 0.00 | 2,654.00 | 0.00 | 0.00 |
| Each | SCC | Placement of new fiber optic closure | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each Closure | SPC | Splice closure prep an/or re-entry | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each Splice | SPF 3 | Splice and test fiber, 49 and above | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each Closure | SPR | Ring cut or mid-entry prep | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Crew-hour | TRA | Traffic control, 2-man crew | 32,054.40 | 831.60 | 5,292.00 | 11,907.00 | 3,024.00 | 2,116.80 | 3,969.00 | 2,079.00 | 831.60 | 13,721.40 | 3,931.20 | 14,401.80 | 27,216.00 | 45,624.60 | 20,525.40 |
| Each | n/a | Place bollard | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,200.00 | 1,200.00 | 0.00 | 400.00 | 0.00 | 0.00 |
| Each | n/a | Place large active cabinet | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9,500.00 | 0.00 | 2,000.00 | 0.00 | 0.00 | 0.00 |
| Lineal Foot | n/a | 3-man Crew truck & tools prepping for "cold patch" | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 125,580.50 | 570.00 | 0.00 | 0.00 |
| Each | n/a | Tree trimming | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Consideration for Contractor's unforeseen per diem costs | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Consideration for Contractor's unforeseen asphalt costs | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Consideration for Contractor's unforeseen equipment fuel costs | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | Subtotal, Construction Services | 171,005.05 | 182,404.45 | 26,880.80 | 286,215.45 | 212,251.25 | 306,257.00 | 392,521.05 | 211,617.65 | 132,989.25 | 399,456.10 | 210,525.45 | 544,992.60 | 640,494.30 | 580,186.10 | 407,272.75 |

**ATTACHMENT C**
**Invoiced Dollars**
**Contract Mod 02 - 21-094-FBR-001**


| | | | CONTRACTOR-PROVIDED MATERIALS | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Unit of Measure | Unit code | Description | Dollars on Invoice 51610 | Dollars on Invoice 51641 | | Dollars on Invoice 51729 | Dollars on Invoice 51821 | Dollars on Invoice 51839 | Dollars on Invoice 51910 | Dollars on Invoice 52031 | Dollars on Invoice 52082 | Dollars on Invoice 52119 | Dollars on Invoice 52225 | Dollars on Invoice 52336 | Dollars on Invoice 52641 | Dollars on Invoice 52589 | Dollars on Invoice 52758 |
| Each | n/a | Aerial Material Hardware | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,052.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ton | n/a | Asphalt for restoration of trench in roadway beyond 3-inch cover | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24,525.45 | 0.00 | 0.00 |
| Each | n/a | Other, Reclaimable Materials, Wet Dirt, Vac Truck Load, Asphalt rbl | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,218.98 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Other, UG Materials | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,205.00 | 0.00 | 0.00 | 0.00 |
| Each | CPM13 | Other, Specify 5/8 minus, EZ Street, 3/4 chips | 5,722.25 | 7,867.96 | 0.00 | 18,407.45 | 9,364.01 | 20,261.48 | 9,400.62 | 12,093.86 | 27,104.20 | 6,998.45 | 10,756.10 | 16,907.28 | 28,860.54 | 23,079.44 | 9,148.44 |
| Each | CPM15 | 5/8" gravel, compacted through driveway crossings | 0.00 | 0.00 | 0.00 | 4,175.78 | 0.00 | 4,206.00 | 24,556.24 | 8,263.25 | 2,260.80 | 10,890.67 | 0.00 | 1,177.09 | 0.00 | 4,496.64 | 0.00 |
| Each | CPM16 | Riser material | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 282.56 |
| Each | Elbows | Elbow material for conduit | 0.00 | 2,003.88 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,513.23 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Miscellaneous material for remote cabinet site | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,784.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | CPM17 | Anchor material | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 196.00 | 196.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | CPM18 | Miscellaneous material for handhole excavation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,768.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Bollard | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 574.00 | 0.00 | 0.00 | 287.00 | 0.00 | 0.00 |
| Foot | n/a | Miscellaneous conduit, 2-inch | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,070.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Splice Case | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lott | n/a | item for rounding errors | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | Subtotal, Contractor-provided Materials | 5,722.25 | 9,871.84 | 0.00 | 22,583.23 | 9,364.01 | 24,467.48 | 33,956.86 | 20,357.11 | 39,732.96 | 28,480.06 | 10,952.10 | 24,508.36 | 53,672.99 | 27,576.08 | 9,431.00 |
| | | Subtotal, Construction Services & Contractor-provided Materials | 176,727.30 | 192,276.29 | 26,880.80 | 308,798.68 | 221,615.26 | 330,724.48 | 426,477.91 | 231,974.76 | 172,722.21 | 427,936.16 | 221,477.55 | 569,500.96 | 694,167.29 | 607,762.18 | 416,703.75 |
| | | Washington sales tax, 8.8% | 15,552.00 | 16,920.31 | 2,365.51 | 27,174.28 | 19,502.14 | 29,103.75 | 37,530.06 | 20,413.78 | 15,199.55 | 37,658.38 | 19,490.02 | 50,116.08 | 61,086.72 | 53,483.07 | 36,669.93 |
| | | TOTAL | 192,279.30 | 209,196.60 | 29,246.31 | 335,972.97 | 241,117.40 | 359,828.24 | 464,007.96 | 252,388.54 | 187,921.76 | 465,594.55 | 240,967.58 | 619,617.04 | 755,254.01 | 661,245.26 | 453,373.68 |

## ATTACHMENT C
## Invoiced Dollars
## Contract Mod 02 - 21-094-FBR-001
## Page 3 of 4

| Unit of Measure | Unit code | Description | Dollars on Invoice 52899 | Dollars on Invoice 53094 | TOTAL DOLLARS INVOICED | Qty per Mod 01 | Unit Price | TOTAL INVOICEABLE PER MOD 01 | TOTAL ACTUALLY INVOICED | VARIANCE (less than contract) more than contract |
|---|---|---|---|---|---|---|---|---|---|---|
| Per Strand Foot | ALS | Lash fiber optic cable | 0.00 | 0.00 | 31,914 | 24,216 | $1.40 | $33,902.40 | $31,914.40 | ($1,988.00) |
| Per Anchor | APA | Anchor placement, new | 0.00 | 0.00 | 2,100 | 12 | $210.00 | $2,520.00 | $2,100.00 | ($420.00) |
| Per Anchor | APA 1 | Anchor transfer and/or removal | 0.00 | 900.00 | 900 | 0 | $300.00 | $0.00 | $900.00 | $900.00 |
| Per Anchor | APD | Anchor transfer, dead-end | 0.00 | 750.00 | 750 | 0 | $375.00 | $0.00 | $750.00 | $750.00 |
| Per Strand Foot | APS | Place strand & overhead guys | 0.00 | 0.00 | 24,961 | 18,104 | $1.55 | $28,061.20 | $24,961.20 | ($3,100.00) |
| Per Attachment | APT | Pole transfer, straight | 0.00 | 2,400.00 | 2,550 | 3 | $150.00 | $450.00 | $2,550.00 | $2,100.00 |
| Per Location | ARM | Place new or transfer x-arms, wood or composite | 0.00 | 330.00 | 330 | 0 | $165.00 | $0.00 | $330.00 | $330.00 |
| Per Location | ARM 1 | Place new or transfer fiberglass arm | 0.00 | 231.00 | 462 | 5 | $115.50 | $577.50 | $462.00 | ($115.50) |
| Each | ARR | Place new riser up to 4 inch diameter | 0.00 | 0.00 | 4,767 | 13 | $238.35 | $3,098.55 | $4,767.00 | $1,668.45 |
| Each | ARR 1 | Transfer existing riser up to 4 inch diameter | 0.00 | 1,215.90 | 1,216 | 0 | $607.95 | $0.00 | $1,215.90 | $1,215.90 |
| Lineal Foot | BCD | Pull fiber cable through duct | 0.00 | 91,400.40 | 235,263 | 94,270 | $1.05 | $98,983.50 | $235,263.00 | $136,279.50 |
| Lineal Foot | BDB | Directional bore up to a 2-inch diameter hole | 0.00 | 0.00 | 24,672 | 410 | $32.00 | $13,120.00 | $24,672.00 | $11,552.00 |
| Lineal Foot | BHP | Hand trenching | 0.00 | 1,474.20 | 26,563 | 6,200 | $13.65 | $84,630.00 | $26,562.90 | ($58,067.10) |
| Each | BMDC | Micrdo-duct breakout - 3-ft x 1-ft cut; includes coupler install & cap | 0.00 | (26,700.00) | 46,500 | 60 | $300.00 | $18,000.00 | $46,500.00 | $28,500.00 |
| Square Foot | BRC | Concrete remove & restore - *sidewalk panel replacement* | 0.00 | 48,355.65 | 185,210.55 | 8,100 | $18.90 | $153,090.00 | $185,210.55 | $32,120.55 |
| Square Foot | BRCA | Concrete remove & restore, ADA sidewalk compliant | 0.00 | 0.00 | 0.00 | 0 | cost + 15% | $0.00 | $0.00 | $0.00 |
| Lineal Foot | BRR | Rod, blow, and rope pre-existing conduit | 0.00 | 0.00 | 126.00 | 0 | $0.90 | $0.00 | $126.00 | $126.00 |
| Lineal Foot | BTMD | Trench in roadway, place microduct | 0.00 | 168,330.50 | 2,548,471.90 | 105,000 | $24.70 | $2,593,500.00 | $2,548,471.90 | ($45,028.10) |
| Lineal Foot | BTMDR | Restoration of trench in roadway | 98,336.00 | (6,400.00) | 1,049,680.00 | 105,000 | $8.00 | $840,000.00 | $1,049,680.00 | $209,680.00 |
| Lineal Foot | BTP | Trench and place facilities 48 inch cover | 0.00 | 161.70 | 161.70 | 0 | $11.55 | $0.00 | $161.70 | $161.70 |
| Each | BVMD | Handhole placement, drop | 1,200.00 | 3,300.00 | 97,200.00 | 323 | $300.00 | $96,900.00 | $97,200.00 | $300.00 |
| Each | BVML | Handhole placement, large | 0.00 | 2,250.00 | 30,750.00 | 42 | $750.00 | $31,500.00 | $30,750.00 | ($750.00) |
| Each | BVMS | Handhole placement, small | 3,300.00 | 9,350.00 | 328,350.00 | 573 | $550.00 | $315,150.00 | $328,350.00 | $13,200.00 |
| Each | C/O HH | Change out small handhole for large handhole | 0.00 | 17,500.00 | 50,000.00 | 20 | $2,500.00 | $50,000.00 | $50,000.00 | $0.00 |
| Each | CSFOD 1 | Core drill, building or wall penetration, concrete | 0.00 | 92.20 | 922.00 | 9 | $92.20 | $829.80 | $922.00 | $92.20 |
| Each | MST | Install multi-port service terminal | 0.00 | 46,856.25 | 139,444.20 | 379 | $374.85 | $142,068.15 | $139,444.20 | ($2,623.95) |
| Each | SBB | Place splitter cabinet with bollards | 0.00 | 0.00 | 7,962.00 | 3 | $2,654.00 | $7,962.00 | $7,962.00 | $0.00 |
| Each | SCC | Placement of new fiber optic closure | 0.00 | 0.00 | 0.00 | 59 | $532.00 | $31,388.00 | $0.00 | ($31,388.00) |
| Each Closure | SPC | Splice closure prep an/or re-entry | 0.00 | 0.00 | 0.00 | 3 | $399.00 | $1,197.00 | $0.00 | ($1,197.00) |
| Each Splice | SPF 3 | Splice and test fiber, 49 and above | 0.00 | 0.00 | 0.00 | 1,200 | $43.74 | $52,488.00 | $0.00 | ($52,488.00) |
| Each Closure | SPR | Ring cut or mid-entry prep | 0.00 | 0.00 | 0.00 | 25 | $731.50 | $18,287.50 | $0.00 | ($18,287.50) |
| Crew-hour | TRA | Traffic control, 2-man crew | 8,202.60 | 31,033.80 | 226,762.20 | 620 | $151.20 | $93,744.00 | $226,762.20 | $133,018.20 |
| Each | n/a | Place bollard | 0.00 | 0.00 | 2,800.00 | 4 | $400.00 | $1,600.00 | $2,800.00 | $1,200.00 |
| Each | n/a | Place large active cabinet | 0.00 | 0.00 | 11,500.00 | 1 | $11,500.00 | $11,500.00 | $11,500.00 | $0.00 |
| Lineal Foot | n/a | 3-man Crew truck & tools prepping for "cold patch" | 0.00 | 0.00 | 126,150.50 | 15,000 | $9.50 | $142,500.00 | $126,150.50 | ($16,349.50) |
| Each | n/a | Tree trimming | 0.00 | 2,000.00 | 2,500.00 | 10 | $250.00 | $2,500.00 | $2,500.00 | $0.00 |
| Each | n/a | Consideration for Contractor's unforeseen per diem costs | 0.00 | 26,575.00 | 26,575.00 | 1 | $26,575.00 | $26,575.00 | $26,575.00 | $0.00 |
| Each | n/a | Consideration for Contractor's unforeseen asphalt costs | 0.00 | 9,784.20 | 9,784.20 | 1 | $9,784.20 | $9,784.20 | $9,784.20 | $0.00 |
| Each | n/a | Consideration for Contractor's unforeseen equipment fuel costs | 0.00 | 10,764.30 | 10,764.30 | 1 | $10,764.30 | $10,764.30 | $10,764.30 | $0.00 |
| | | Subtotal, Construction Services | 111,038.60 | 441,955.10 | | | | $4,916,671.10 | $5,258,062.95 | $341,391.85 |

| Unit of Measure | Unit code | Description | Dollars on Invoice 52899 | Dollars on Invoice 53094 | TOTAL DOLLARS INVOICED | Qty per Mod 01 | Unit Price | TOTAL INVOICEABLE PER MOD 01 | TOTAL ACTUALLY INVOICED | VARIANCE (less than contract) more than contract |
|---|---|---|---|---|---|---|---|---|---|---|
| Each | n/a | Aerial Material Hardware | 0.00 | 0.00 | 8,052.00 | 20,578 | $0.50 | $10,289.00 | $8,052.00 | ($2,237.00) |
| Ton | n/a | Asphalt for restoration of trench in roadway beyond 3-inch cover | 0.00 | 0.00 | 24,525.45 | 0 | $333.00 | $0.00 | $24,525.45 | $24,525.45 |
| Each | n/a | Other, Reclaimable Materials, Wet Dirt, Vac Truck Load, Asphalt rbl | 0.00 | 0.00 | 4,218.98 | 0 | $1.20 | $0.00 | $4,218.98 | $4,218.98 |
| Each | n/a | Other, UG Materials | 0.00 | 0.00 | 2,205.00 | 0 | $1.20 | $0.00 | $2,205.00 | $2,205.00 |
| Each | CPM13 | Other, Specify 5/8 minus, EZ Street, 3/4 chips | 0.00 | 13,844.34 | 219,816.42 | 97,684 | $1.20 | $117,220.80 | $219,816.42 | $102,595.62 |
| Each | CPM15 | 5/8" gravel, compacted through driveway crossings | 0.00 | 12,859.12 | 72,885.59 | 45,294 | $1.20 | $54,352.80 | $72,885.59 | $18,532.79 |
| Each | CPM16 | Riser material | 372.98 | 0.00 | 655.54 | 0 | $35.32 | $0.00 | $655.54 | $655.54 |
| Each | Elbows | Elbow material for conduit | 0.00 | 0.00 | 8,517.11 | 7,098 | $1.20 | $8,517.60 | $8,517.11 | ($0.49) |
| Each | n/a | Miscellaneous material for remote cabinet site | 0.00 | 0.00 | 1,784.74 | 1,487 | $1.20 | $1,784.40 | $1,784.74 | $0.34 |
| Each | CPM17 | Anchor material | 0.00 | 588.00 | 980.00 | 12 | $98.00 | $1,176.00 | $980.00 | ($196.00) |
| Each | CPM18 | Miscellaneous material for handhole excavation | 0.00 | 0.00 | 1,768.94 | 1,474 | $1.20 | $1,768.94 | $1,768.94 | $0.00 |
| Each | n/a | Bollard | 0.00 | 0.00 | 861.00 | 4 | $287.00 | $1,148.00 | $861.00 | ($287.00) |
| Foot | n/a | Miscellaneous conduit, 2-inch | 0.00 | 0.00 | 2,070.00 | 1,035 | $2.00 | $2,070.00 | $2,070.00 | $0.00 |
| Each | n/a | Splice Case | 0.00 | 0.00 | 0.00 | 59 | $437.00 | $25,783.00 | $0.00 | ($25,783.00) |
| Lott | n/a | item for rounding errors | 0.00 | 0.00 | 0.00 | 0 | $0.72 | $0.00 | $0.72 | $0.72 |
| | | Subtotal, Contractor-provided Materials | 372.98 | 27,291.46 | | | | $224,110.54 | $348,340.77 | $124,230.95 |
| | | Subtotal, Construction Services & Contractor-provided Materials | 111,411.58 | 469,246.56 | | | | $5,140,781.64 | $5,606,403.72 | $465,622.80 |
| | | Washington sales tax, 8.8% | 9,804.22 | 41,293.70 | | | | $452,388.78 | $493,363.53 | $40,974.81 |
| | | TOTAL | 121,215.80 | 510,540.25 | | | | $5,593,170.43 | $6,099,767.25 | $506,597.60 |

# ATTACHMENT B
# Invoiced Quantities
# Contract Mod 02 - 21-094-FBR-001
# Page 1 of 4

| | | | CONSTRUCTION SERVICES | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Unit of Measure** | **Unit code** | **Description** | Qty on Invoice 51610 | Qty on Invoice 51641 | Qty on Invoice 51717 | Qty on Invoice 51729 | Qty on Invoice 51821 | Qty on Invoice 51839 | Qty on Invoice 51910 | Qty on Invoice 52031 | Qty on Invoice 52082 | Qty on Invoice 52119 | Qty on Invoice 52225 | Qty on Invoice 52336 | Qty on Invoice 52641 | Qty on Invoice 52589 | Qty on Invoice 52758 |
| Per Strand Foot | ALS | Lash fiber optic cable | 0 | 0 | 7,370 | 0 | 0 | 0 | 0 | 0 | 0 | 13,094 | 1,712 | 620 | 0 | 0 | 0 |
| Per Anchor | APA | Anchor placement, new | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 2 | 0 | 0 | 0 | 0 |
| Per Anchor | APA 1 | Anchor transer and/or removal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Per Anchor | APD | Anchor transfer, dead-end | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Per Strand Foot | APS | Place strand & overhead guys | 0 | 0 | 7,136 | 0 | 0 | 0 | 0 | 0 | 0 | 8,968 | 0 | 0 | 0 | 0 | 0 |
| Per Attachment | APT | Pole transfer, straight | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Per Location | ARM | Place new or transfer x-arms, wood or composite | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Per Location | ARM 1 | Place new or transfer fiberglass arm | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| Each | ARR | Place new riser up to 4 inch diameter | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 7 | 7 | 0 | 0 | 1 |
| Each | ARR 1 | Transfer existing riser up to 4 inch diameter | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lineal Foot | BCD | Pull fiber cable through duct | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 23,902 | 10,819 | 11,472 | 18,765 | 19,063 | 13,392 | 11,896 | 27,703 |
| Lineal Foot | BDB | Directional bore up to a 2-inch diameter hole | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 0 | 687 | 54 |
| Lineal Foot | BHP | Hand trenching | 125 | 101 | 0 | 153 | 115 | 38 | 331 | 81 | 50 | 90 | 16 | 215 | 230 | 189 | 104 |
| Each | BMDC | Micrdo-duct breakout - 3-ft x 1-ft cut; includes coupler install & cap | 7 | 0 | 0 | 0 | 0 | 0 | 1 | 4 | 7 | 3 | 0 | 195 | 15 | 5 | 7 |
| Square Foot | BRC | Concrete remove & restore - *sidewalk panel replacement* | 0 | 0 | 0 | 279 | 0 | 0 | 0 | 430 | 0 | 1,189 | 765 | 1,789 | 0 | 998 | 1,791 |
| Square Foot | BRCA | Concrete remove & restore, ADA sidewalk compliant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Lineal Foot | BRR | Rod, blow, and rope pre-existing conduit | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 140 | 0 | 0 | 0 | 0 | 0 |
| Lineal Foot | BTMD | Trench in roadway, place microduct | 5,274 | 4,866 | 0 | 8,007 | 6,245 | 8,325 | 7,873 | 4,845 | 3,246 | 6,504 | 4,533 | 8,743 | 12,235 | 11,271 | 4,395 |
| Lineal Foot | BTMDR | Restoration of trench in roadway | 0 | 4,988 | 0 | 5,728 | 3,782 | 8,418 | 15,844 | 1,750 | 74 | 11,740 | 3,755 | 1,229 | 26,219 | 15,885 | 20,306 |
| Lineal Foot | BTP | Trench and place facilities 48 inch cover | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Each | BVMD | Handhole placement, drop | 8 | 8 | 0 | 8 | 16 | 25 | 44 | 22 | 9 | 31 | 1 | 15 | 54 | 39 | 29 |
| Each | BVML | Handhole placement, large | 0 | 6 | 0 | 3 | 1 | 3 | 0 | 1 | 3 | 1 | 1 | 4 | 6 | 7 | 2 |
| Each | BVMS | Handhole placement, small | 4 | 24 | 0 | 34 | 32 | 38 | 89 | 38 | 36 | 40 | 14 | 37 | 81 | 72 | 35 |
| Each | C/O HH | Change out small handhole for large handhole | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 3 | 0 | 4 | 1 | 2 | 1 |
| Each | CSFOD 1 | Core drill, building or wall penetration, concrete | 3 | 0 | 0 | 0 | 0 | 0 | 4 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Each | MST | Install multi-port service terminal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 32 | 20 | 15 | 35 | 55 | 22 | 27 | 41 |
| Each | SBB | Place splitter cabinet with bollards | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 0 |
| Each | SCC | Placement of new fiber optic closure | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Each Closure | SPC | Splice closure prep an/or re-entry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Each Splice | SPF 3 | Splice and test fiber, 49 and above | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Each Closure | SPR | Ring cut or mid-entry prep | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Crew-hour | TRA | Traffic control, 2-man crew | 212 | 5.50 | 35.00 | 78.75 | 20.00 | 14.00 | 26.25 | 13.75 | 5.50 | 90.75 | 26.00 | 95.25 | 180.00 | 301.75 | 135.75 |
| Each | n/a | Place bollard | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 3 | 0 | 1 | 0 | 0 |
| Each | n/a | Place large active cabinet | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.8260870 | 0 | 0.1739130 | 0 | 0 | 0 |
| Lineal Foot | n/a | 3-man Crew truck & tools prepping for "cold patch" | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13,219 | 60 | 0 | 0 |
| Each | n/a | Tree trimming | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| Each | n/a | Consideration for Contractor's unforeseen per diem costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Each | n/a | Consideration for Contractor's unforeseen asphalt costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Each | n/a | Consideration for Contractor's unforeseen equipment fuel costs | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | Subtotal, Construction Services | | | | | | | | | | | | | | | |

# ATTACHMENT B
## Invoiced Quantities
## Contract Mod 02 - 21-094-FBR-001
## Page 2 of 4

| | | | CONTRACTOR-PROVIDED MATERIALS | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Unit of Measure | Unit code | Description | Qty on Invoice 51610 | Qty on Invoice 51641 | Qty on Invoice 51717 | Qty on Invoice 51729 | Qty on Invoice 51821 | Qty on Invoice 51839 | Qty on Invoice 51910 | Qty on Invoice 52031 | Qty on Invoice 52082 | Qty on Invoice 52119 | Qty on Invoice 52225 | Qty on Invoice 52336 | Qty on Invoice 52641 | Qty on Invoice 52589 | Qty on Invoice 52758 |
| Each | n/a | Aerial Material Hardware | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16,104.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ton | n/a | Asphalt for restoration of trench in roadway beyond 3-inch cover | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 73.65 | 0.00 | 0.00 |
| Each | n/a | Other, Reclaimable Materials, Wet Dirt, Vac Truck Load, Asphalt rbl | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,515.82 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Other, UG Materials | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,837.50 | 0.00 | 0.00 | 0.00 |
| Each | CPM13 | Other, Specify 5/8 minus, EZ Street, 3/4 chips | 4,768.54 | 6,556.63 | 0.00 | 15,339.54 | 7,803.34 | 16,884.57 | 7,833.85 | 10,078.22 | 22,586.83 | 5,832.04 | 8,963.42 | 14,089.40 | 24,050.45 | 19,232.87 | 7,623.70 |
| Each | CPM15 | 5/8" gravel, compacted through driveway crossings | 0.00 | 0.00 | 0.00 | 3,479.82 | 0.00 | 3,505.00 | 20,463.53 | 6,886.04 | 1,884.00 | 9,075.56 | 0.00 | 980.91 | 0.00 | 3,747.20 | 0.00 |
| Each | CPM16 | Riser material | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8.00 |
| Each | Elbows | Elbow material for conduit | 0.00 | 1,669.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5,427.69 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Miscellaneous material for remote cabinet site | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,487.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | CPM17 | Anchor material | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | CPM18 | Miscellaneous material for handhole excavation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,474.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Bollard | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.00 | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 |
| Foot | n/a | Miscellaneous conduit, 2-inch | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,035.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Each | n/a | Splice Case | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lot | n/a | item for rounding errors | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | Subtotal, Contractor-provided Materials | | | | | | | | | | | | | | | |
| | | Subtotal, Construction Services & Contractor-provided Materials | | | | | | | | | | | | | | | |
| | | Washington sales tax, 8.8% | | | | | | | | | | | | | | | |
| | | TOTAL | | | | | | | | | | | | | | | |

# ATTACHMENT B
## Invoiced Quantities
## Contract Mod 02 - 21-094-FBR-001
## Page 3 of 4

| Unit of Measure | Unit code | Description | Qty on Invoice 52899 | Qty on Invoice 53094 | TOTAL QTY INVOICED | | Qty per Mod 01 | Unit Price | QTY NEEDED ON MOD 02 | | DOLLARS NEEDED ON MOD 02 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Per Strand Foot | ALS | Lash fiber optic cable | 0 | 0 | 22,796 | | 24,216 | $1.40 | (1,420.00) | | ($1,988.00) |
| Per Anchor | APA | Anchor placement, new | 0 | 0 | 10 | | 12 | $210.00 | (2.00) | | ($420.00) |
| Per Anchor | APA 1 | Anchor transer and/or removal | 0 | 3 | 3 | | 0 | $300.00 | 3.00 | | $900.00 |
| Per Anchor | APD | Anchor transfer, dead-end | 0 | 2 | 2 | | 0 | $375.00 | 2.00 | | $750.00 |
| Per Strand Foot | APS | Place strand & overhead guys | 0 | 0 | 16,104 | | 18,104 | $1.55 | (2,000.00) | | ($3,100.00) |
| Per Attachment | APT | Pole transfer, straight | 0 | 16 | 17 | | 3 | $150.00 | 14.00 | | $2,100.00 |
| Per Location | ARM | Place new or transfer x-arms, wood or composite | 0 | 2 | 2 | | 0 | $165.00 | 2.00 | | $330.00 |
| Per Location | ARM 1 | Place new or transfer fiberglass arm | 0 | 2 | 4 | | 5 | $115.50 | (1.00) | | ($115.50) |
| Each | ARR | Place new riser up to 4 inch diameter | 0 | 0 | 20 | | 13 | $238.35 | 7.00 | | $1,668.45 |
| Each | ARR 1 | Transfer existing riser up to 4 inch diameter | 0 | 2 | 2 | | 0 | $607.95 | 2.00 | | $1,215.90 |
| Lineal Foot | BCD | Pull fiber cable through duct | 0 | 87,048 | 224,060 | | 94,270 | $1.05 | 129,790.00 | | $136,279.50 |
| Lineal Foot | BDB | Directional bore up to a 2-inch diameter hole | 0 | 0 | 771 | | 410 | $32.00 | 361.00 | | $11,552.00 |
| Lineal Foot | BHP | Hand trenching | 0 | 108 | 1,946 | | 6,200 | $13.65 | (4,254.00) | | ($58,067.10) |
| Each | BMDC | Micrdo-duct breakout - 3-ft x 1-ft cut; includes coupler install & cap | 0 | (89) | 155 | | 60 | $300.00 | 95.00 | | $28,500.00 |
| Square Foot | BRC | Concrete remove & restore - *sidewalk panel replacement* | 0 | 2,558.50 | 9,800 | | 8,100 | $18.90 | 1,699.50 | | $32,120.55 |
| Square Foot | BRCA | Concrete remove & restore, ADA sidewalk compliant | 0 | 0 | 0 | | 0 | $0.00 | 0.00 | | $0.00 |
| Lineal Foot | BRR | Rod, blow, and rope pre-existing conduit | 0 | 0 | 140 | | 0 | $0.90 | 140.00 | | $126.00 |
| Lineal Foot | BTMD | Trench in roadway, place microduct | 0 | 6,815.00 | 103,177.00 | | 105,000 | $24.70 | (1,823.00) | | ($45,028.10) |
| Lineal Foot | BTMDR | Restoration of trench in roadway | 12,292 | (800.00) | 131,210.00 | | 105,000 | $8.00 | 26,210.00 | | $209,680.00 |
| Lineal Foot | BTP | Trench and place facilities 48 inch cover | 0 | 14 | 14 | | 0 | $11.55 | 14.00 | | $161.70 |
| Each | BVMD | Handhole placement, drop | 4 | 11 | 324 | | 323 | $300.00 | 1.00 | | $300.00 |
| Each | BVML | Handhole placement, large | 0 | 3 | 41 | | 42 | $750.00 | (1.00) | | ($750.00) |
| Each | BVMS | Handhole placement, small | 6 | 17 | 597 | | 573 | $550.00 | 24.00 | | $13,200.00 |
| Each | C/O HH | Change out small handhole for large handhole | 0 | 7 | 20 | | 20 | $2,500.00 | 0.00 | | $0.00 |
| Each | CSFOD 1 | Core drill, building or wall penetration, concrete | 0 | 1 | 10 | | 9 | $92.20 | 1.00 | | $92.20 |
| Each | MST | Install multi-port service terminal | 0 | 125 | 372 | | 379 | $374.85 | (7.00) | | ($2,623.95) |
| Each | SBB | Place splitter cabinet with bollards | 0 | 0 | 3 | | 3 | $2,654.00 | 0.00 | | $0.00 |
| Each | SCC | Placement of new fiber optic closure | 0 | 0 | 0 | | 59 | $532.00 | (59.00) | | ($31,388.00) |
| Each Closure | SPC | Splice closure prep an/or re-entry | 0 | 0 | 0 | | 3 | $399.00 | (3.00) | | ($1,197.00) |
| Each Splice | SPF 3 | Splice and test fiber, 49 and above | 0 | 0 | 0 | | 1,200 | $43.74 | (1,200.00) | | ($52,488.00) |
| Each Closure | SPR | Ring cut or mid-entry prep | 0 | 0 | 0 | | 25 | $731.50 | (25.00) | | ($18,287.50) |
| Crew-hour | TRA | Traffic control, 2-man crew | 54.25 | 205.25 | 1,499.75 | | 620 | $151.20 | 879.75 | | $133,018.20 |
| Each | n/a | Place bollard | 0 | 0 | 7 | | 4 | $400.00 | 3.00 | | $1,200.00 |
| Each | n/a | Place large active cabinet | 0 | 0 | 1 | | 1 | $11,500.00 | 0.00 | | $0.00 |
| Lineal Foot | n/a | 3-man Crew truck & tools prepping for "cold patch" | 0 | 0 | 13,279 | | 15,000 | $9.50 | (1,721.00) | | ($16,349.50) |
| Each | n/a | Tree trimming | 0 | 8 | 10 | | 10 | $250.00 | 0.00 | | $0.00 |
| Each | n/a | Consideration for Contractor's unforeseen per diem costs | 0 | 1 | 1 | | 1 | $26,575.00 | 0.00 | | $0.00 |
| Each | n/a | Consideration for Contractor's unforeseen asphalt costs | 0 | 1 | 1 | | 1 | $9,784.20 | 0.00 | | $0.00 |
| Each | n/a | Consideration for Contractor's unforeseen equipment fuel costs | 0 | 1 | 1 | | 1 | $10,764.30 | 0.00 | | $0.00 |
| | | Subtotal, Construction Services | | | | | | | | | $341,391.85 |

**ATTACHMENT B**
**Invoiced Quantities**
**Contract Mod 02 - 21-094-FBR-001**
**Page 4 of 4**

| Unit of Measure | Unit code | Description | Qty on Invoice 52899 | Qty on Invoice 53094 | TOTAL QTY INVOICED | | Qty per Mod 01 | Unit Price | QTY NEEDED ON MOD 02 | | DOLLARS NEEDED ON MOD 02 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Each | n/a | Aerial Material Hardware | 0.00 | 0.00 | 16,104.00 | | 20,578.00 | $0.50 | (4,474.00) | | ($2,237.00) |
| Ton | n/a | Asphalt for restoration of trench in roadway beyond 3-inch cover | 0.00 | 0.00 | 73.65 | | 0.00 | $333.00 | 73.65 | | $24,525.45 |
| Each | n/a | Other, Reclaimable Materials, Wet Dirt, Vac Truck Load, Asphalt rbl | 0.00 | 0.00 | 3,515.82 | | 0.00 | $1.20 | 3,515.82 | | $4,218.98 |
| Each | n/a | Other, UG Materials | 0.00 | 0.00 | 1,837.50 | | 0.00 | $1.20 | 1,837.50 | | $2,205.00 |
| Each | CPM13 | Other, Specify 5/8 minus, EZ Street, 3/4 chips | 0.00 | 11,536.95 | 183,180.35 | | 97,684.00 | $1.20 | 85,496.35 | | $102,595.62 |
| Each | CPM15 | 5/8" gravel, compacted through driveway crossings | 0.00 | 10,715.93 | 60,737.99 | | 45,294.00 | $1.20 | 15,443.99 | | $18,532.79 |
| Each | CPM16 | Riser material | 10.56 | 0.00 | 18.56 | | 0.00 | $35.32 | 18.56 | | $655.54 |
| Each | Elbows | Elbow material for conduit | 0.00 | 0.00 | 7,097.59 | | 7,098.00 | $1.20 | (0.41) | | ($0.49) |
| Each | n/a | Miscellaneous material for remote cabinet site | 0.00 | 0.00 | 1,487.28 | | 1,487.00 | $1.20 | 0.28 | | $0.34 |
| Each | CPM17 | Anchor material | 0.00 | 6.00 | 10.00 | | 12.00 | $98.00 | (2.00) | | ($196.00) |
| Each | CPM18 | Miscellaneous material for handhole excavation | 0.00 | 0.00 | 1,474.12 | | 1,474.12 | $1.20 | 0.00 | | $0.00 |
| Each | n/a | Bollard | 0.00 | 0.00 | 3.00 | | 4.00 | $287.00 | (1.00) | | ($287.00) |
| Foot | n/a | Miscellaneous conduit, 2-inch | 0.00 | 0.00 | 1,035.00 | | 1,035.00 | $2.00 | 0.00 | | $0.00 |
| Each | n/a | Splice Case | 0.00 | 0.00 | 0.00 | | 59.00 | $437.00 | (59.00) | | ($25,783.00) |
| Lot | n/a | item for rounding errors | 0.00 | 0.00 | 0.00 | | 0.00 | $0.72 | 1.00 | | $0.72 |
| | | Subtotal, Contractor-provided Materials | | | | | | | | | $124,230.95 |
| | | Subtotal, Construction Services & Contractor-provided Materials | | | | | | | | | $465,622.80 |
| | | Washington sales tax, 8.8% | | | | | | | | | $40,974.81 |
| | | TOTAL | | | | | | | | | $506,597.60 |

# City Council Agenda Bill

**Meeting Date:** January 9, 2023 **Agenda Item:** 6.c.

**Agenda Item Title:** City of Anacortes & Community Action of Skagit County Agreement

**Staff Contact(s):** Emily Schuh

| Approved for Submittal to Council by | Action Type |
| --- | --- |
| Emily Schuh<br>Emily Schuh | Discussion |

**Item Summary:** Review proposed agreement between the City of Anacortes and Community Action of Skagit County for Community Action to staff a satellite office in Anacortes with a Care Specialist to expand and supplement its current services to the Anacortes community.

**Budget Impact:**
The 2023 City of Anacortes budget allocated $60,000 to support this agreement.

**Previous Action:** n/a

**Recommended Motion:** I make a motion that we approve Agreement 23-041-IDS-001 between the City of Anacortes and Community Action of Skagit County to establish a satellite office in Anacortes with a care specialist.

**Alternative Actions:** Do not approve contract, direct staff as to next steps.

**Attachments (listed in order presented):**
1. Community Action of Skagit County Presentation
2. Contract 23-041-IDS-001 Community Action

# Anacortes City Council

January 9, 2023

*The heart of Community Action is creating a spirit of hope by helping people help themselves and each other.*

# Community Action of Skagit County

Serving all of Skagit County since 1979

**Working together we will end poverty by:**

- Stabilizing lives
- Equipping families for success
- Building stronger, more equitable communities
- Listening and taking the lead of neighbors with loved experience

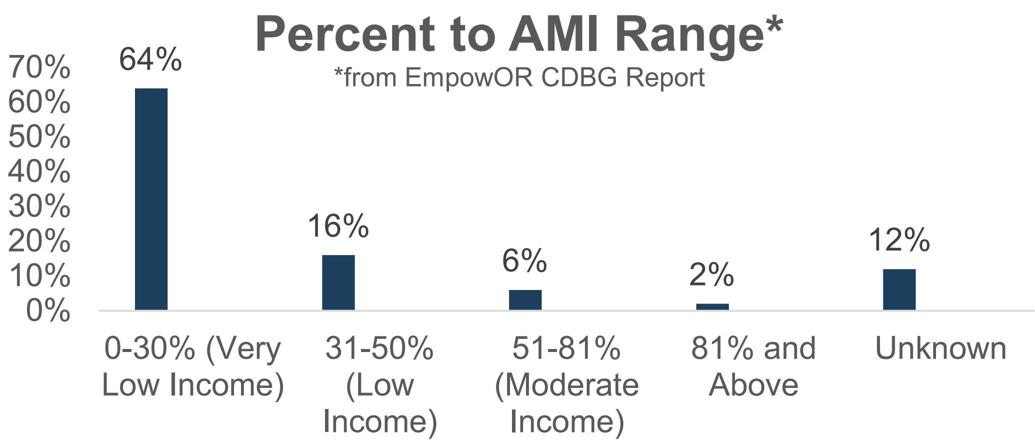
## Community Action Programs

- Basic Needs
- Housing & Care Coordination
- Adult Education
- Supported Employment
- Financial Wellness
- Street Outreach & Recovery Navigator Program
- Senior & Disabled Services
- Skagit Food Distribution Center
- Skagit Vets Connect
- Skagit Volunteer Center
- WIC (Women, Infant & Children)
- Coordinated Entry & Homeless Services

# Serving all of Skagit County

- **Anacortes** & NAS Whidbey Island
  - WIC Satellite Location
  - Anacortes Resource Center
- **Burlington**
  - Skagit Vets Connect
  - Energy & Utility Assistance
  - Cascade Landing Apartment Homes
- **Concrete**
  - East County Resource Center
  - Concrete Community Center & Meal Program
- **Sedro-Woolley**
  - Skagit Food Distribution Center
- **Mount Vernon**
  - MV Resource Center
  - Family Development Center Homeless Shelter
  - Mount Vernon Manor Service Coordinator

# Who We Serve




## Where we expect to see an increase:

- Care Coordination and all associated outcomes, esp. for unhoused or unstably housed individuals
- Food and in-home care support for seniors and disabled individuals
- Transportation Assistance
- Energy and Utility Assistance

Of the 685 unduplicated individuals who received services:

- **375** received help with or information pertaining to Basic Food Assistance.
- **356** received Energy Assistance
- **178** received Eviction Prevention assistance
- **113** were enrolled in the Housing Interest Pool through Coordinated Entry
- **35** received transportation assistance
- **277** improved their energy efficiency and/or reduced their energy burden
- **74** were 65 or older and maintained an independent living situation.

# Purpose

**Community Action is proud to partner with the City of Anacortes to expand services in Anacortes. The $60,000 in annual support from the City will contribute to a full-time staff person in Anacortes and some associated technology costs.**

**The purpose of having a Services Center in Anacortes is to:**

- Provide more comprehensive, wrap-around services for customers we already serve in Anacortes
- Provide better access and information to individuals and families who are eligible, but have not yet benefited from our resources & services
- Work more closely with other local service providers to ensure we can fill in gaps in service

# Services

**Services to be provided include:**

- Screening for eligibility and connecting to programs and benefits such as Basic Food (SNAP), Homeless Coordinated Entry System, Working Families Tax Credit, care coordination, food and energy assistance, and other ways to stabilize lives or stretch income.
- Care Coordination – wrap around case management to ensure that customers have support in areas of need (12 domains including transportation, physical/mental health, housing, employment, etc)
- Information and referral to other programs and service providers.
- Facilitate appointments, online or in-person, with other programs or providers in a private space at the Satellite Office.
- Provide a landing space for other program staff and partners to offer services, just as in our East County Resource Center model
- Liaise with other local service providers on clients and services

# Location & Staffing

**The Anacortes Housing Authority has generously offered to support the cost of space in Anacortes.**

- The temporary location will be in the Olson Building, owned by the Anacortes Housing Authority, at 3rd and Commercial.
- The primary staff person will be a Care Specialist Lead, who will be overseen by our Resource Center Manager.
- Someone from the City of Anacortes will be invited to sit in on interviews for the position.
- We may also have our Anacortes WIC staff person based in the office. We will also have “hotel” space for other program staff to have scheduled days in the Anacortes office, for ease of access and outreach for clients.

# How to Help:
# Help Us Get the Word Out!

**We will:**

- Get the word out via articles, flyers, social media, and a Brunch & Learn event in March or April.

**You can:**

- Tell friends and family about our presence and help spread the word.
- Donate to Community Action with a designation that it is to support services in Anacortes.
- Invite someone from Community Action to talk at a service club or event.

community Action
OF SKAGIT COUNTY

# Questions?

www.CommunityActionSkagit.org

(360) 416-7585

SandiY@CommunityActionSkagit.org

**AGREEMENT 23-041-IDS-001**
**Between**
**CITY OF ANACORTES**
**And**
**COMMUNITY ACTION OF SKAGIT COUNTY**

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and the Community Action of Skagit County, hereinafter referred to as the "Community Action", together referred to as "Parties".

**WHEREAS** the City and Community Action see value in expanding Community Action services and accessibility in Anacortes community with the establishment of a Community Action office in Anacortes that is staffed with a Care Specialist; and

**WHEREAS** Community Action has the capacity to expand and supplement its current services to include a care specialist with case management experience at a facility in Anacortes; and

**WHEREAS** Community Action has built a strong working relationship with the Anacortes Family Center and Anacortes Housing Authority and seeks way to fill gaps and augment the services available to provide additional services to the community; and

**WHEREAS** a pilot program in 2023 would provide an opportunity to evaluate its success in the community.

**NOW, THEREFORE,** the Parties agree as follows:

1. **Satellite Office.**
   a. Community Action will establish an Anacortes satellite office to assist people with basic resources, information, and referrals. ("Satellite Office"). Community Action will employ a Care Specialist at the Satellite Office, who will provide information and resources, screen for program and service eligibility, provide care coordination (case management) services, and facilitate online or in-person meetings with other agency programs and other service providers.
   b. The Satellite Office must be open to the public.
   c. Community Action Staff and consultants will be available at least Monday through Friday, 9:00 am - 3:00 pm during the Term of this Agreement, except during observed holidays and staff training days. There will be no after-hours emergency service. However, referrals to the Recovery Navigator Program can be made 24 hours a day to a voicemail or answering service. The management of the satellite office staff and facility will be provided by Community Action's Resource Center Manager, Dulce Vazquez-Cruz, DulceVC@communityactionskagit.org. A Community Action care specialist will be available to offer services in Anacortes not later than March 1, 2023.
   d. Community Action will respond to City requests for assistance with individuals. Community Action staff will provide basic resources,

information, and referrals to individuals about ways to extend income, acquire food support, acquire energy assistance, and acquire transportation assistance ("Services").
   e. Community Action will collaborate with other local agencies to identify and clarify roles and responsibilities in engaging with individuals who are unhoused and/or experiencing substance use disorders.
   f. Community Action will install a sign at the Satellite Office in a conspicuous location that identifies that the Satellite Office staff are funded by the City.
   g. Community Action will engage in marketing its services via the City's A-Town is Our Town publication, the Anacortes American, and other media to ensure city residents know about the new location and the agency's available services.

2. **Payment.**
   a. The City will pay Community Action the sum of $60,000 to establish and staff the Satellite Office and provide Services.
   b. The City will make equal monthly payments to Community Action beginning February 1, 2023.

3. **Reporting.**
   a. City will identify and prescribe metrics for data collection pursuant to this Agreement and will review and update those metrics throughout the Term of this Agreement based on what data best informs the Parties' assessment of the efficacy of the pilot program.
   b. Community Action will provide the City the data requested in the format prescribed by the City on a quarterly basis and will work cooperatively with the City to prepare quarterly reports to City Council described herein.
   c. The metrics must include at least:
      i. The number of unduplicated individuals and households served in Anacortes and specifically by the Anacortes office;
      ii. A breakdown of duplicated and unduplicated services;
      iii. Demographic breakdown of individuals served.
      iv. A data-based assessment of the expanded outreach under the pilot program; and
      v. Pre-pilot program data to allow evaluation of pilot program success.
   d. Community Action will present quarterly reports at regular City Council meetings. Such reports will include spreadsheets of the full sets of data collected pursuant to this Agreement and definitions of services.

4. **Term.** The term of this Agreement will be one calendar year commencing on the first day of the month following execution.

5. **Indemnification:** The Parties shall defend, indemnify and hold each other and the indemnified party's officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, solely arising out of or solely resulting from the acts, errors or omissions of the indemnifying party in performance of this Agreement.

6. **Insurance:** Community Action shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property) arising out of this Agreement. The limits of liability shall not be less than Two Million Dollars ($2,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate. Community Action shall provide the City with certificates of insurance. The policy of insurance required herein shall (i) be written as a primary policy; (ii) contain an express waiver of any right of subrogation by the insurance company against the City and the City's elected officials, employees or agents; and (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the contractor which might otherwise result in a forfeiture of said insurance.

7. **No Joint Ventures:** The Parties acknowledge that no joint venture or partnership is created by this Agreement. No agent, employee or representative of Community Action shall be deemed to be an agent, employee or representative of the City for any purpose. Community Action shall be solely responsible for all acts of its agents, employees, representatives and subcontractors.

8. **Notices:** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties at their addresses as follows:

    a. To the City:
    City of Anacortes
    Attn: Darcy Swetnam, City Attorney
    PO Box 547
    Anacortes, WA 98221

    b. To Community Action:
    Community Action of Skagit County
    Attn. Bill Henkel, Executive Director
    330 Pacific Pl
    Mount Vernon, WA 98273

9. **Governing Law; Binding Effect:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

10. **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.

11. **Counterparts:** This Agreement may be executed in one or more counterparts, including electronic mail counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by electronic mail (in PDF or.tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the City and Community Action have executed this Agreement

as of __________________.

CITY OF ANACORTES:

By: ______________________________
Matt Miller, Mayor

Dated: ______________________________

Attest: ______________________________
Steven D. Hoglund, Finance Director

Approved as to form and legality:

______________________________
Darcy Swetnam, City Attorney

COMMUNITY ACTION OF SKAGIT COUNTY:

By: ______________________________
Bill Henkel, Executive Director

Dated: ______________________________