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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

April 24, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Planning Committee (Report)
 - b. Arbor Day Proclamation (Presentation)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of April 17, 2023 (Action)
 - b. Approval of claims in the amount of \$490,602.58 (Action)
 - c. Contract Award: Secondary Clarifier Drive Unit Replacement Project: Installation #23-102-SEW-002 (Action)
6. **Other Business**
 - a. Contract Award: 2023 Sanitary Sewer Line Rehabilitation #23-067-SEW-001 (Discussion/Action)
 - b. Contract Award: 2023 Asphalt Overlay Project #22-291-TRN-001 (Discussion/Action)
 - c. Contract Award: Sidewalk Infrastructure Improvements #22-174-TRN-001 (Action)
 - d. * First Quarter Finance Update (Discussion)
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.



**CITY OF ANACORTES PROCLAMATION
ARBOR DAY- APRIL 28, 2023**

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

WHEREAS, a secular day of observance in which individuals and groups are encouraged to plant trees.

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

WHEREAS, Anacortes has been recognized by the National Arbor Day Foundation as a Tree City USA for the 21st consecutive year; and

WHEREAS, the tree planting this year will be held at Causland Park on Friday, April 28, 2023, at 10:00 a.m. to help improve our urban forest.

NOW, THEREFORE, BE IT RESOLVED it is fitting and appropriate that I, Matt Miller, Mayor of the City of Anacortes, do hereby proclaim Friday, April 28, 2023 as our celebration of ARBOR DAY in Anacortes and encourage our citizens to plant trees thus leaving a legacy for present and future generations.

Anacortes City Council Minutes - April 17, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of April 17, 2023 at 6:00 p.m. Councilmembers Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Carolyn Moulton were present. Councilmember Jeremy Carter participated in the meeting remotely via Zoom.

Councilmembers Amanda Hubik and Bruce McDougall were absent. Ms. Moulton moved, seconded by Mr. Young, to excuse the absence of Ms. Hubik. The motion carried unanimously by voice vote. Mr. Walters moved, seconded by Ms. Cleland-McGrath, to excuse the absence of Mr. McDougall. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on the A-Town magazine, which should be in mailboxes any day. He then announced that immediate Access Anacortes Fiber Internet installation appointments are available in existing service areas, Washington State Ferries are soliciting for community members to join a year-long task force to produce a new San Juan Islands schedule for 2024, and Heart Lake will open on Earth Day, April 22, 2023.

Finance Committee

Mr. Walters reported from the Finance Committee meeting held the previous week. The topics discussed included the OpenGov transparency portal, the existing utility discount program, a replacement Enterprise Resource Planning software application for Eden, and improvements or suggestions for the upcoming budget cycle.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included four pending projects that have gone out to bid: asphalt overlays and sidewalk infrastructure improvement on Hillcrest Drive, sanitary sewer line rehabilitation, and clarifier drive installation at the Wastewater Treatment Plant. The public works contracts will come before the Council next week. The committee also discussed the potential acquisition of a new paver at the cost of \$150,000 and possibly integrating the Traffic Safety Committee with the Public Works Committee.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath reported from the Housing Affordability and Community Services Committee meeting held on April 13, 2023. The topics discussed included coordination of expectations and policy to avoid duplicative services and conflicting guidance in community outreach efforts to unhoused individuals and the Habitat for Humanity lease.

Planning Committee

Mr. Walters reported from the Planning Committee meeting held earlier in the afternoon. The topics discussed included the draft lease with Arts Festival representatives for the Arts Center concept.

Public Comment

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

Public comment was given as follows:

- Sara Holahan of Anacortes addressed tree conservation in the forest lands, trees in the urban canopy, and Anacortes' status as a Tree City USA community.

- Mark McEathron and Mary Ann Ryan of Anacortes spoke about health and safety, including the presence of RVs and drug-related activity on 6th Street.
- Bruce Baglien of Anacortes addressed parking on 7th Street and M Avenue.
- Joe Lindholm of Anacortes spoke about health and safety, parking, and unhoused residents on 30th Street and T Avenue.

Consent Agenda

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

a. Minutes of April 10, 2023

b. Approval of claims in the amount of \$1,319,986.74

The following vouchers/checks were approved for payment:

EFT numbers: 106018 through 16072, total \$1,023,991.40

Check numbers: 106073 through 106089, total \$280,653.10

Wire transfer numbers: 3322378 through 322724, total \$15,342.24

Public Hearings

Amending the 2023-2028 Capital Facilities Plan - Continued from April 10, 2023

Mayor Miller opened the continued public hearing for amending the 2023-2028 Capital Facilities Plan and introduced Finance Director, Steve Hoglund, who mentioned that the City Clerk had not received any public comment regarding the proposed amendment. Mayor Miller mentioned that he received an in-person visit and a letter on the proposal from Mr. Ward MacKenzie, which he forwarded to the Council via email.

At 6:33pm, Mayor Miller closed the public hearing.

Parks and Recreation Director, Jonn Lunsford, outlined the grant application process. The Council discussed the proposal. Topics included design development and integration with the existing Depot facility, .09 grant funding priorities and timing, Lodging Tax Advisory Committee funding, possible event center alternative sites with the impending closure of the Transit Shed at the end of 2023, and community engagement.

Other Business

Ordinance 4047: Amending the 2023-2028 Capital Facilities Plan

Mayor Miller re-introduced Ordinance 4047: Amending the 2023-2028 Capital Facilities Plan. The Council discussed the ordinance. Topics included possible event center locations, the historical nature of the Depot site and design integration of an event center, overall project goals and timing, and project funding sources.

CHRISTINE CLELAND-MCGRATH moved, seconded by CAROLYN MOULTON, to approve Ordinance 4047 as presented. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG. Nays - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON. Result: Failed

Ordinance 4048: Amending the 2023 Annual Budget

Finance Director, Steve Hoglund, re-introduced Ordinance 4048: Amending the 2023 Annual Budget, detailing the proposed budget amendments for police unmanned aerial vehicles, body cameras and the purchase of Fire Station 3, adding that it would be modified to remove the recital language and \$800,000 line items for the Depot Pavilion proposal. He answered questions from the Council.

CAROLYN MOULTON moved, seconded by ANTHONY YOUNG, to approve Ordinance 4048 with removal of language related to the Depot Pavilion. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON. Nays - None. Result: Passed

Anacortes City Council Minutes - April 17, 2023

Opioid Settlement Agreement

City Attorney, Darcy Swetnam, introduced the Washington State Allocation Agreement Settling with Opioid Pharmacies and Manufacturers, referring to a slide presentation that was added to the packet materials for the meeting. Ms. Swetnam answered questions from the Council. The topics discussed included the use and allocation of settlement funds, an Opioid Abatement Council, and reporting requirements.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to authorize the mayor to execute the allocation agreement to join the settlement. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:34 p.m. the Anacortes City Council meeting of April 17, 2023 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the April 24, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
321738	10/17/2022	1048	WASHINGTON FIRE CHIEFS	2023 ANNUAL DUES	\$ 2,250.00	afdcc
323184	11/10/2022	20351	SEASIDE AUTO BODY	REPAIRS #1001	\$ 3,349.66	wdist
322996	12/22/2022	32670	COMMERCIAL ALARM & DETECTION	MUSEUM ELEVATOR TESTING	\$ 290.00	pwfac
321085	2/1/2023	3385570	DAILY JOURNAL OF COMMERCE	LEGAL NOTICE FOR BID POSTING: FORMER WTP DEMO PROJECT 22-204-WTR-001	\$ 170.50	pw1
318526	2/1/2023	2455430-0043-5	WASTE MANAGEMENT	WTP RECYCLING, WASTE PICKUP 1/1-1/31/23	\$ 192.54	dwtpt
321925	2/22/2023	228957721	SURETY PEST CONTROL	PEST CONTROL AT WWTP - FEBRUARY 2023	\$ 174.08	dwwtp
323176	2/27/2023	1518905702	PERRY FAMILY DENTISTRY	DENTAL COPAY LEOFF 1 RETIREE	\$ 578.00	hr
321271	2/28/2023	3094360485	LEXISNEXIS	FEB 2023 ONLINE LEGAL SUBSCRIPTION	\$ 343.81	attorney
321117	2/28/2023	ACT-00089607	UNITED SITE SERVICES, INC	PARKS PORTABLE RESTROOM RENTAL 2/1-2/28/23	\$ 866.09	parksccl
320923	3/1/2023	2465042-0043-6	WASTE MANAGEMENT	WTP GARBAGE, RECYCLING PICKUP 2/1-2/28/23	\$ 191.28	dwtpt
321048	3/1/2023	102853701-0010023	WAVE	DEDICATED INTERNET ACCESS 3/1-3/31/23	\$ 1,469.82	fiber
321050	3/1/2023	102958801-0010023	WAVE	DEDICATED INTERNET ACCESS 3/1-3/31/23	\$ 1,469.82	fiber
321928	3/2/2023	182430	A-1 MOBILE LOCK AND KEY, INC.	DEADBOLTS FOR MULTIPLE LOCATIONS	\$ 511.36	pwfac
321484	3/6/2023	1074076	BUILDERS EXCHANGE OF	PUBLISH BID DOCUMENTS FOR 2023 WATERLINE REPLACEMENT & WTP DEMO	\$ 237.05	pw1
320846	3/6/2023	WAANA147366	FASTENAL COMPANY	OPERATING SUPPLIES	\$ 39.60	dwwtp
321039	3/6/2023	023758850	GALLS, LLC.	UNIFORM JUMPSUIT; SGT KING	\$ 613.30	apd
321309	3/6/2023	230283904	SURETY PEST CONTROL	WA PARK MONTHLY PEST CONTROL	\$ 191.47	parksccl
320749	3/7/2023	WAANA147404	FASTENAL COMPANY	OPERATING SUPPLIES	\$ 19.22	dwwtp
321041	3/7/2023	023772192	GALLS, LLC.	UNIFORM JUMPSUIT; OFC RHODES (X'S 2)	\$ 1,341.46	apd
321040	3/7/2023	023772194	GALLS, LLC.	UNIFORM JUMPSUIT; OFC DILLS	\$ 670.73	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
321042	3/8/2023	023785214	GALLS, LLC.	UNIFORM JUMPSUIT; SGT LEETZ	\$ 648.90	apd
321045	3/8/2023	023785215	GALLS, LLC.	UNIFORM JUMPSUIT; CORP BUFFUM	\$ 589.20	apd
321043	3/8/2023	023785216	GALLS, LLC.	UNIFORM JUMPSUIT; OFC HATCHER	\$ 592.46	apd
321047	3/8/2023	023785217	GALLS, LLC.	UNIFORM JUMPSUIT; CORP SCHEEPERS	\$ 556.56	apd
320839	3/8/2023	230283966	SURETY PEST CONTROL	OPS PEST CONTROL	\$ 95.73	dshop
321023	3/9/2023	111-0705045-4303423	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 15.85	wwtpcc
321022	3/9/2023	111-8627655-5736248	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 108.00	wwtpcc
321035	3/9/2023	6560161729	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
320995	3/9/2023	968388	BAYSHORE OFFICE PRODUCTS INC	HEADPHONES	\$ 24.26	pwfacc
320987	3/9/2023	24259594	PURCELL TIRE AND SERVICE CENTE	TIRES VEH 513	\$ 217.40	shopcc
321024	3/9/2023	173866	SKAGIT SOILS, INC.	GENERAL SOIL	\$ 312.77	shopcc
321011	3/9/2023	7266540-00	TURF STAR WESTERN	PARKS MAINTENANCE SUPPLIES	\$ 1,080.08	parksccl
321019	3/9/2023	309260039	WASHINGTON STATE FERRY (ALL)	SAN JUAN EMS (COMMUNITY PARAMEDIC PROGRAM)	\$ 15.20	afdcc
320985	3/10/2023	70352025	ACCIS	SPRING ACCIS CONFERENCE REGISTRATION - CERVANTES	\$ 450.00	infosyscc
321010	3/10/2023	70362742	ACCIS	SPRING ACCIS CONFERENCE REGISTRATION - WADE	\$ 450.00	infosyscc
321003	3/10/2023	70364601	ACCIS	SPRING ACCIS CONFERENCE REGISTRATION - KNIGHT	\$ 450.00	infosyscc
321006	3/10/2023	A58580/1	ACE HARDWARE	MAINTENANCE SUPPLIES - INCINERATOR	\$ 32.63	wwtpcc
321015	3/10/2023	SWG383406	AEROPARKING	AIRPORT PARKING FOR ESO CLASS - RF	\$ 169.00	afdcc
321020	3/10/2023	113-2353173-7577836	AMAZON.COM SERVICES, INC	CELL PHONE CASES/CLIPS	\$ 99.88	afdcc
321021	3/10/2023	113-2453384-8785828	AMAZON.COM SERVICES, INC	FOG JUICE - ACADEMY	\$ 130.52	afdcc
320998	3/10/2023	968366	BAYSHORE OFFICE PRODUCTS INC	DESK FOR IT	\$ 2,241.37	pwfacc
321026	3/10/2023	5149091808	CINTAS CORPORATION	OPS FIRST AID SUPPLIES	\$ 308.99	dshop
320984	3/10/2023	70322	COMMERCIAL FIRE PROTECTION INC	AFD STATION 3	\$ 26.22	pwfacc
321007	3/10/2023	30089428288	DICK'S SPORTING GOODS	WORKBOOTS - K MERRIMAN	\$ 76.15	plancc
320994	3/10/2023	10-09804-40128	EBAY	GPON SFPS	\$ 1,925.22	fibercc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
321002	3/10/2023	4715 53 50020	HOME DEPOT	POLY PULL LINES, ELECTRICAL TAPE	\$ 259.17	pwfacc
320989	3/10/2023	3986-231245	O'REILLY AUTO PARTS	CLEANER FOR SHOP	\$ 117.78	shopcc
321005	3/10/2023	593 52 132 8852	SAFEWAY INC	LAB SUPPLIES	\$ 29.90	wwtpcc
321017	3/10/2023	C11550	SEBO'S DO-IT CENTER	WA PARK MAINTENANCE SUPPLIES	\$ 18.12	parksccl
321008	3/10/2023	C11731	SEBO'S DO-IT CENTER	SMALL TOOLS	\$ 102.33	wdistcc
320992	3/10/2023	0630DFC7-0005	SPYPOINT	TRESTLE CAMERA SUBSCRIPTION 3/10-4/10/23	\$ 15.00	parksccl
320993	3/10/2023	0630DFC7-0006	SPYPOINT	TRESTLE CAMERA SUBSCRIPTION 3/10-4/10/23	\$ 15.00	parksccl
321016	3/10/2023	VP_18NL1BSK	VISTAPRINT	BUSINESS CARDS	\$ 45.68	pwfacc
320999	3/10/2023	VP_TN8F5GZ0	VISTAPRINT	BUSINESS CARDS - REILLY WYNN	\$ 29.36	hrcc
320991	3/10/2023	1263169	WHISTLE WORKWEAR	WORK BOOTS, DAN JONES	\$ 176.25	shopcc
321013	3/11/2023	X66021/1	ACE HARDWARE	MAINTENANCE - PUMP STATION 14	\$ 56.75	wwtpcc
321009	3/11/2023	0272328507340	ALASKA AIRLINES	ESO CLASS AIRFARE - MM	\$ 737.80	afdcc
321000	3/11/2023	111-4737023-4541004	AMAZON.COM SERVICES, INC	DRILL BITS	\$ 54.38	fibercc
320997	3/11/2023	59301	MARRIOTT	TRAINING HOTEL STAY; CAPT FULLER (WEST POINT WEEK 2)	\$ 559.30	apdcc
321014	3/11/2023	59335	MARRIOTT	TRAINING HOTEL STAY; SGT LEETZ (WEST POINT WEEK 2)	\$ 559.30	apdcc
320996	3/11/2023	593 7 231 7879	SAFEWAY INC	WATER FOR REHAB	\$ 40.71	afdcc
321004	3/12/2023	112-3252298-9962631	AMAZON.COM SERVICES, INC	SENIOR CENTER SUPPLIES	\$ 14.11	parksccl
320986	3/12/2023	113-3257131-3887415	AMAZON.COM SERVICES, INC	6 YOGA BLOCKS W/ STRAPS	\$ 138.24	afdcc
321018	3/12/2023	G41613	COASTAL FARM &	WORK BOOTS BRETT SMOLSNIK	\$ 143.61	shopcc
321111	3/13/2023	A60000/1	ACE HARDWARE	RIVETS	\$ 5.43	shopcc
321124	3/13/2023	111-2675582-5233012	AMAZON.COM SERVICES, INC	RUNNING BOARDS TRUCK 1003, 1004	\$ 796.96	shopcc
321001	3/13/2023	111-4367087-4149064	AMAZON.COM SERVICES, INC	SCREW ANCHORS & LEATHERMAN TOOL	\$ 51.54	fibercc
321125	3/13/2023	112-0038698-8441874	AMAZON.COM SERVICES, INC	STEP BOARD KIT #1004	\$ 126.43	shopcc
321126	3/13/2023	112-1282120-0520246	AMAZON.COM SERVICES, INC	STEP MOUNT KIT #1003	\$ 126.43	shopcc
321123	3/13/2023	112-8259287-3434620	AMAZON.COM SERVICES, INC	RETRACTABLE STEP #2001	\$ 495.86	shopcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
321122	3/13/2023	113-0329346-4653038	AMAZON.COM SERVICES, INC	TRAILER HITCH MOUNTS VEH 1003 1004	\$ 561.45	shopcc
321114	3/13/2023	113-4355551-5821806	AMAZON.COM SERVICES, INC	YOGA MATS	\$ 182.70	afdcc
321130	3/13/2023	6560160948	ARAMARK	STA 1,2,3 (3/8, 3/9, 3/9) ALSO #S 6560161713 & 6560161717	\$ 55.26	afdcc
321120	3/13/2023	6560161742	ARAMARK	OPS LAUNDRY	\$ 68.31	shopcc
321266	3/13/2023	6560163046	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 81.75	wwtpcc
321110	3/13/2023	6102895509	EVENTBRITE.COM	LEAVENWORTH FIREFIGHTER CHALLENGE	\$ 60.54	afdcc
321070	3/13/2023	40021	FOSTER GARVEY PC	WATER/PROPERTY ISSUES - THROUGH 03/13/2023	\$ 1,964.50	legal
321131	3/13/2023	03132023	GAMEFLY	REC EVENT SUPPLIES	\$ 19.58	pkreccc
321179	3/13/2023	INV-24153	IMAGE360	PARKS SIGNS FOR W 2ND TRAIL	\$ 170.55	parksccl
322063	3/13/2023	INV-24197	IMAGE360	TRESTLE SIGNS	\$ 340.54	parksccl
321025	3/13/2023	72268416	INTERSTATE BATTERIES	BATTERY VEH 202	\$ 145.74	dshop
321189	3/13/2023	3756183	LACROSSE FOOTWEAR	PARKS STAFF BOOTS	\$ 261.12	parksccl
321191	3/13/2023	03132023	LITTLE CAESARS PIZZA	REC EVENT SUPPLIES	\$ 47.75	pkreccc
321180	3/13/2023	FHNTQ8LDRDG	MUNICIPAL RESEARCH &	REGISTRATION - PRA DEEP DIVE: CREATING PUBLIC RECORDS TRAINING FOR YOUR EMPLOYEE	\$ 40.00	financecc
321113	3/13/2023	RMNYPZBMWSZ	MUNICIPAL RESEARCH &	MRSC PRA TRAINING 3.21.23	\$ 40.00	legalcc
321116	3/13/2023	3986-231634	O'REILLY AUTO PARTS	BELT AND FILTER #710	\$ 23.09	shopcc
321115	3/13/2023	3986-231694	O'REILLY AUTO PARTS	PARTS- #204A	\$ 238.22	shopcc
321112	3/13/2023	C12677	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 43.22	parksccl
321129	3/13/2023	C13107	SEBO'S DO-IT CENTER	ACFL MAINTENANCE SUPPLIES	\$ 27.16	parksccl
321170	3/13/2023	19658	SELECT-TECH, LLC	LED LIGHTS AMBULANCE 204A	\$ 163.11	shopcc
321128	3/13/2023	CS1767943	SOCIETY FOR HUMAN RESOURCE	SHRM-SCP CERTIFICATION EXAM	\$ 335.00	hrcc
321121	3/13/2023	22396	WATERMARK BOOK COMPANY	CHILDREN'S BOOKS	\$ 14.46	libcc
321183	3/14/2023	A60240/1	ACE HARDWARE	SUPPLIES	\$ 42.17	wdistcc
321187	3/14/2023	INV77557	AFFORDABLE FUNERAL SUPPLY	CEMETERY SUPPLIES	\$ 794.40	parksccl
321127	3/14/2023	111-1094076-1695401	AMAZON.COM SERVICES, INC	UNIFORM- MIKE B	\$ 89.60	shopcc
321182	3/14/2023	112-8973598-3709015	AMAZON.COM SERVICES, INC	BATTERY WB37	\$ 64.19	apdcc

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
321169	3/14/2023	113-1157700-8995443	AMAZON.COM SERVICES, INC	PRESSURE GAUGE	\$ 106.92	wdistcc
321185	3/14/2023	114-2128727-7819467	AMAZON.COM SERVICES, INC	EXECUTIVE OFFICE SUPPLIES	\$ 58.25	execc
321188	3/14/2023	268034-5	BIRCH EQUIPMENT CO., INC	PARKS RENTAL FOR BALL FIELDS	\$ 1,529.32	parksccl
321254	3/14/2023	16762	COURT OF APPEALS DIV II	COURT OF APPEALS DIV 2 - FILING FEES	\$ 5.45	legalcc
321184	3/14/2023	319584	DOORMAN COMMERCIAL, LLC	REPLACE DOOR VOLUNTEER PARK	\$ 4,640.86	pwfacc
321538	3/14/2023	BC1840137	GALLS, LLC.	UNIFORM PANTS - MT	\$ 555.58	medic
321174	3/14/2023	3986-231796	O'REILLY AUTO PARTS	PARTS- #205	\$ 136.04	shopcc
321175	3/14/2023	3986-231807	O'REILLY AUTO PARTS	BATTERY & CORE CHARGE	\$ 188.77	shopcc
321176	3/14/2023	3986-231953	O'REILLY AUTO PARTS	PARTS- #034	\$ 15.99	shopcc
321177	3/14/2023	3986-231963	O'REILLY AUTO PARTS	PART- #158	\$ 5.48	shopcc
321181	3/14/2023	2	PIZZA FACTORY	OPERATING SUPPLIES	\$ 298.94	plancc
321265	3/14/2023	593 47 147 3541	SAFEWAY INC	TRAINING	\$ 65.28	wwtpcc
321166	3/14/2023	C13240	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 19.59	parksccl
321168	3/14/2023	C13255	SEBO'S DO-IT CENTER	AFD STATION 2 USE ITEMS	\$ 77.29	pwfacc
321167	3/14/2023	C13268	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 11.72	parksccl
321190	3/14/2023	C13296	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 62.65	parksccl
321178	3/14/2023	C14371	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- STREET DEPT	\$ 45.67	shopcc
321236	3/14/2023	141479	THE HOSE SHOP, INC	PARTS FOR PIPE GALLERY SUMP PUMP	\$ 377.67	wtpcc
321118	3/14/2023	7DNYNXMB3QL	WASHINGTON PUBLIC TREASURER'S	WASHINGTON PUBLIC TREASURERS ASSOCIATION 2023 CONFERENCE	\$ 375.00	financecc
321235	3/15/2023	A60924/1	ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 7.79	museumcc
321255	3/15/2023	111-3838827-1322663	AMAZON.COM SERVICES, INC	SUPPLIES- #1005	\$ 1,305.50	shopcc
321333	3/15/2023	111-7740729-3857835	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 33.08	wwtpcc
321261	3/15/2023	111-9350866-6704249	AMAZON.COM SERVICES, INC	PROTECTIVE CELL PHONE CASE	\$ 16.31	infosyscc
321258	3/15/2023	112-0314686-7182643	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES- #2001	\$ 504.24	shopcc
321259	3/15/2023	113-4620133-6306620	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES- SHOP	\$ 13.83	shopcc
321239	3/15/2023	114-0751369-2268223	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 47.39	wwtpcc

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321240	3/15/2023	114-1148170-5079440	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 94.96	wwtpcc
321172	3/15/2023	114-3728606-400102	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 167.43	wwtpcc
321171	3/15/2023	114-6725279-6430635	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 82.32	wwtpcc
321316	3/15/2023	968987	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 81.60	pwfacc
321318	3/15/2023	3460 23 5 3449	HAGGEN	TRAINING SUPPLIES	\$ 23.98	wwtpcc
321315	3/15/2023	4659	HI-TEX FLAGS	PENNANT FLAGS	\$ 306.00	parksccl
321335	3/15/2023	368	LITTLE CAESARS PIZZA	REC EVENT SUPPLIES	\$ 47.75	pkreccc
321252	3/15/2023	WOZ0036957	NOVUS AUTO GLASS	SERVICE- #513	\$ 489.60	shopcc
321244	3/15/2023	3986-232020	O'REILLY AUTO PARTS	PARTS- #158	\$ 78.27	shopcc
321245	3/15/2023	3986-232033	O'REILLY AUTO PARTS	OPERATING SUPPLIES- #156	\$ 39.62	shopcc
321246	3/15/2023	3986-232039	O'REILLY AUTO PARTS	PART- #158	\$ 160.70	shopcc
321247	3/15/2023	3986-232045	O'REILLY AUTO PARTS	FILTERS FOR STOCK	\$ 291.37	shopcc
321248	3/15/2023	3986-232057	O'REILLY AUTO PARTS	PARTS- #158	\$ 220.80	shopcc
321249	3/15/2023	3986-232096	O'REILLY AUTO PARTS	PARTS #2001	\$ 254.45	shopcc
321250	3/15/2023	3986-232105	O'REILLY AUTO PARTS	PART #514	\$ 33.28	shopcc
321251	3/15/2023	3986-232114	O'REILLY AUTO PARTS	PART #158	\$ 12.15	shopcc
321186	3/15/2023	rbaf8cb5lzub	OOMA, INC.	VOIP SERVICE, FIBER OFFICE	\$ 7.15	fibercc
321306	3/15/2023	24259682	PURCELL TIRE AND SERVICE CENTE	SERVICE- #514	\$ 197.91	shopcc
321331	3/15/2023	593 7 8 4616	SAFEWAY INC	TRAINING SUPPLIES	\$ 139.90	wwtpcc
321332	3/15/2023	93 7 12 4616	SAFEWAY INC	TRAINING SUPPLIES	\$ 26.97	wwtpcc
321263	3/15/2023	C11550	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 18.12	parksccl
321267	3/15/2023	C13961	SEBO'S DO-IT CENTER	50' OUTDOOR CORD	\$ 32.63	afdcc
321262	3/15/2023	C13979	SEBO'S DO-IT CENTER	PARTS- #2001	\$ 6.33	shopcc
321256	3/15/2023	2000018719	SIRENNET.COM	PARTS- #2005	\$ 2,161.01	shopcc
321257	3/15/2023	2000018720	SIRENNET.COM	PARTS- #3000	\$ 2,185.54	shopcc
321253	3/15/2023	13677427	SKAGIT COUNTY PLANNING AND	AMI ANTENNA SOUTHRIDGE PLACE PERMIT BP23-0051	\$ 2,746.53	wtppcc
321264	3/15/2023	1ZG3TE580312782202	UNITED PARCEL SERVICE, INC	SHIPPING: COMPRESSOR AIR TEST	\$ 16.64	afdcc
321237	3/15/2023	VP_35CF3ZR1	VISTAPRINT	PROS ATTY STATIONARY	\$ 52.22	legalcc
321317	3/16/2023	A61682/1	ACE HARDWARE	OPERATING SUPPLIES	\$ 131.79	wdistcc
321319	3/16/2023	112-0759130-9012209	AMAZON.COM SERVICES, INC	CHILDREN'S BOOKS	\$ 21.05	libcc
321313	3/16/2023	112-4473524-2155401	AMAZON.COM SERVICES, INC	BATTERIES; CR 1632 - CAR REMOTE AND KEY FOB	\$ 9.63	apdcc
321330	3/16/2023	112-4558948-9338667	AMAZON.COM SERVICES, INC	DISPLAY TABLECLOTH	\$ 31.89	afdcc

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321260	3/16/2023	113-0278676-3986642	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES- SHOP	\$ 26.10	shopcc
321323	3/16/2023	113-5052548-1125054	AMAZON.COM SERVICES, INC	PART- #2001	\$ 30.45	shopcc
321305	3/16/2023	114-7806423-0664202	AMAZON.COM SERVICES, INC	SAFETY SUPPLIES- STREET DEPT	\$ 20.65	shopcc
321467	3/16/2023	6560165340	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
321322	3/16/2023	466774	DIVERSIFIED PRODUCTS USA	PARTS- #2005	\$ 393.00	shopcc
321437	3/16/2023	23-06042	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT N02 & N03 - WEEKLY	\$ 26.35	wwtpcc
321424	3/16/2023	3450 23 5 3449	HAGGEN	TRAINING SUPPLIES	\$ 25.62	wwtpcc
321422	3/16/2023	2606	LEIRA	TRAINING; ADVANCED PUBLIC DISCLOSURE -RECORDS MCDERMOTT	\$ 125.00	apdcc
321421	3/16/2023	2607	LEIRA	LEIRA MEMBERSHIP; RECORDS MCDERMOTT	\$ 50.00	apdcc
321325	3/16/2023	9414674	LIBRARY JOURNAL	LIBRARY JOURNAL MAGAZINE ANNUAL SUBSCRIPTION 2023	\$ 129.99	libcc
321307	3/16/2023	3986-232232	O'REILLY AUTO PARTS	SHOP SUPPLIES	\$ 25.00	shopcc
321308	3/16/2023	3986-232285	O'REILLY AUTO PARTS	PARTS- #513	\$ 15.21	shopcc
321311	3/16/2023	062725	PIZZA FACTORY	SUPPLIES FOR MARCH PUZZLER COMPETITION	\$ 40.00	pkreccc
321312	3/16/2023	130314	PRINTFILE ARCHIVAL STORAGE	CURATORIAL SUPPLIES	\$ 69.35	museumcc
321413	3/16/2023	861	ROCK FISH GRILL	REC EVENT SUPPLIES	\$ 50.00	pkreccc
321418	3/16/2023	1472 54 7 8854	SAFEWAY INC	BREAKROOM SUPPLIES	\$ 14.66	wtpcc
321435	3/16/2023	593 8 4 1166	SAFEWAY INC	TRAINING SUPPLIES	\$ 148.13	wwtpcc
321304	3/16/2023	C14064	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 81.59	pwfacc
321314	3/16/2023	C14089	SEBO'S DO-IT CENTER	OPERATING SUPPLIES	\$ 14.91	wdistcc
321328	3/16/2023	C14365	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 4.69	parksccl
321436	3/16/2023	678058	STARBUCKS	TRAINING SUPPLIES	\$ 70.99	wwtpcc
321412	3/16/2023	100	THE STORE	REC EVENT SUPPLIES	\$ 40.00	pkreccc
321415	3/16/2023	448993	TRACTOR SUPPLY CO	FACILITY USE ITEMS	\$ 196.19	pwfacc
321238	3/16/2023	EVIP 3.0	WASHINGTON FIRE CHIEFS	VIRTUAL EVIP TRAIN THE TRAINER	\$ 75.00	afdcc
321327	3/16/2023	12994149	WILBUR-ELLIS COMPANY, LLC	PARKS MAINTENANCE SUPPLIES	\$ 574.26	parksccl
321326	3/16/2023	12998304	WILBUR-ELLIS COMPANY, LLC	PARKS MAINTENANCE SUPPLIES	\$ 190.05	parksccl
321401	3/17/2023	A61919/1	ACE HARDWARE	JOINT COMPOUND	\$ 12.72	wdistcc
321414	3/17/2023	RC3FJBBK9M	AIRBNB, INC	ACCOMMODATION CHELAN WPTA CONFERENCE	\$ 248.66	financecc

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321324	3/17/2023	111-0688785-4091443	AMAZON.COM SERVICES, INC	PROTECTIVE CELL PHONE CASE	\$ 16.31	infosyscc
321334	3/17/2023	111-6155263-2014649	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 21.54	wwtpcc
321438	3/17/2023	111-7086262-4197819	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 51.05	wwtpcc
321434	3/17/2023	112-7406737-6105825	AMAZON.COM SERVICES, INC	DISPLAY TABLECLOTH	\$ 19.57	afdcc
321310	3/17/2023	114-4807057-4323405	AMAZON.COM SERVICES, INC	ADULT BOOKS	\$ 22.29	libcc
321403	3/17/2023	22000	AXE HEAD THREADS	UNIFORM HATS	\$ 514.00	afdcc
321441	3/17/2023	0798 044 4410	BEST BUY STORES, L.P.	REC EVENT SUPPLIES	\$ 32.57	pkreccc
321428	3/17/2023	268034-5	BIRCH EQUIPMENT CO., INC	PARKS DEPT RENTAL-FUEL CHARGE	\$ 31.99	parksccl
321347	3/17/2023	WAANA147653	FASTENAL COMPANY	MAINTENANCE SUPPLIES - INCINERATOR	\$ 101.89	dwwtp
321431	3/17/2023	4359535	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 318.91	parksccl
321419	3/17/2023	950316	FRONTIER BUILDING SUPPLY	FURRING STRIPS FOR FORCIBLE ENTRY DRILLING	\$ 195.67	afdcc
321409	3/17/2023	2452	JAMIE'S SIGNS, LLC	PUBLIC NOTICE SIGN	\$ 816.00	plancc
321353	3/17/2023	300704340	KCDA PURCHASING COOPERATIVE	COPY PAPER 2ND AND 3RD FLOORS	\$ 513.81	finance
321405	3/17/2023	E0500MOI4J	MICROSOFT CORPORATION	AZURE DEVELOPER SUPPORT 2/16-3/15/23	\$ 29.00	infosyscc
321404	3/17/2023	E0500MOIYM	MICROSOFT CORPORATION	AZURE PAY-AS-YOU-GO 2/16-3/15/23	\$ 21.90	infosyscc
321406	3/17/2023	3986-232405	O'REILLY AUTO PARTS	PARTS VEH #006	\$ 154.39	shopcc
321407	3/17/2023	3986-232475	O'REILLY AUTO PARTS	VEH PARTS #513	\$ 4.34	shopcc
321432	3/17/2023	C14506	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 121.85	parksccl
321433	3/17/2023	C14534	SEBO'S DO-IT CENTER	SMALL TOOLS	\$ 63.96	wwtpcc
321425	3/17/2023	92083	SMILEY'S PRO SERVICES	FLAT BAR	\$ 79.58	shopcc
321416	3/17/2023	CS1774034	SOCIETY FOR HUMAN RESOURCE	SHRM MEMBERSHIP J GUNDERSEN - SOCIETYFORHUMANRESOURCE	\$ 244.00	hrcc
321417	3/17/2023	CS1774049	SOCIETY FOR HUMAN RESOURCE	SHRM-CP CERTIFICATION EXAM J GUNDERSEN	\$ 335.00	hrcc
321430	3/17/2023	123425	SUNLAND BARK & TOPSOILS	PARKS MAINTENANCE SUPPLIES	\$ 144.16	parksccl
321408	3/17/2023	0010	VERSALIFT/TIME MFTG CO	ONLINE TRAINING	\$ 58.00	shopcc
321427	3/17/2023	ECVBK26S8FW7A	VILLAGE BOOKS	CHILDREN'S BOOKS	\$ 59.81	libcc
321426	3/17/2023	141840	WATERMARK BOOK COMPANY	CHILDREN'S BOOKS	\$ 72.71	libcc

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321423	3/18/2023	1505	ANACORTES PRINTING	OVERTIME/LEAVE SLIPS	\$ 212.16	apdcc
321429	3/18/2023	115070	ASSOCIATION OF WASHINGTON	AWC LABOR RELATIONS INSTITUTE 2023 R WYNN	\$ 345.00	hrcc
321400	3/18/2023	115082	ASSOCIATION OF WASHINGTON	LABOR RELATIONS INSTITUTE 2023	\$ 425.00	afdcc
321440	3/19/2023	111-2799623-2413801	AMAZON.COM SERVICES, INC	PHONE SUPPLIES	\$ 8.69	wwtpcc
321439	3/19/2023	111-3865138-6391460	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 90.60	wwtpcc
321420	3/19/2023	112-4737374-8689825	AMAZON.COM SERVICES, INC	SENIOR CENTER SUPPLIES	\$ 62.96	parksccl
321410	3/19/2023	152535	PORT OF ANACORTES	MARINE 29 FUEL - REGATTA	\$ 47.19	afdcc
321442	3/19/2023	152561	PORT OF ANACORTES	FUEL MARINE 29 - REGATTA	\$ 39.08	afdcc
321399	3/19/2023	C15626	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES - INCINERATOR	\$ 26.60	wwtpcc
321354	3/20/2023	i11507	A-1 MOBILE LOCK AND KEY, INC.	FACILITY KEYS AND LOCKS	\$ 609.82	pwfacc
321519	3/20/2023	A63785/1	ACE HARDWARE	MAINTENANCE SUPPLIES - INCINERATOR SHUTDOWN	\$ 99.83	wwtpcc
321512	3/20/2023	A63964/1	ACE HARDWARE	FLASHLIGHT, ANTI-SEIZE, SCREWDRIVERS, TOOLBOX	\$ 86.99	pwfacc
321513	3/20/2023	113-4381325-8172204	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 31.48	wwtpcc
321510	3/20/2023	114-3027547-7113037	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 8.69	wwtpcc
321516	3/20/2023	6560165380	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 79.72	shopcc
321517	3/20/2023	6560165383	ARAMARK	OPS: MAT CLEANING	\$ 77.12	shopcc
321921	3/20/2023	6560166460	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 81.75	wwtpcc
321570	3/20/2023	968764	BAYSHORE OFFICE PRODUCTS INC	IT OFFICE FURNITURE	\$ 2,241.37	pwfacc
321456	3/20/2023	23-07543	EDGE ANALYTICAL, INC	2219 M AVE WATER SAMPLE	\$ 24.00	wdist
321522	3/20/2023	951190	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 15.73	parksccl
321563	3/20/2023	WE16338449	HOME DEPOT	3 PRESSURE WASHERS, 3 LEAF BLOWERS, WARRANTY	\$ 685.45	afdcc
321523	3/20/2023	C15966	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 3.95	parksccl
321525	3/20/2023	C16015	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 29.35	museumcc
321521	3/20/2023	C16035	SEBO'S DO-IT CENTER	FASTENERS #2001	\$ 29.72	shopcc
321514	3/20/2023	767770	SUPERIOR SYSTEMS, INC	PARTS FOR STREET DEPT.	\$ 70.59	shopcc
321571	3/20/2023	260061819-00	TACOMA SCREW PRODUCTS, INC.	RESTOCK PARTS- STREET DEPT	\$ 84.05	shopcc

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321520	3/20/2023	13001425	WILBUR-ELLIS COMPANY, LLC	PARKS MAINTENANCE SUPPLIES	\$ 191.68	parksccl
321660	3/21/2023	182367	A-1 MOBILE LOCK AND KEY, INC.	PARKS MAINTENANCE-DEPOT	\$ 168.64	parksl
321629	3/21/2023	300-10110855	ALL BATTERY SALES & SERVICE	SHOP SUPPLIES	\$ 31.30	shopcc
321572	3/21/2023	111-4525323-7697839	AMAZON.COM SERVICES, INC	ZIP TIES	\$ 11.63	fibercc
321515	3/21/2023	111-9429850-4333842	AMAZON.COM SERVICES, INC	CONDUIT & CABLE CLAMPS	\$ 171.24	fibercc
321524	3/21/2023	112-8839025-8917067	AMAZON.COM SERVICES, INC	EVENT LOGOED RUNNER	\$ 35.71	afdcc
321576	3/21/2023	113-5868876-7609034	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES- OPS	\$ 16.31	shopcc
321509	3/21/2023	114-2455196-1703436	AMAZON.COM SERVICES, INC	TACK BOARD, SPRAY BOTTLES, CUP HOLDERS	\$ 50.01	afdcc
321511	3/21/2023	114-7973064-1201833	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 99.25	wwtpcc
321647	3/21/2023	969646	BAYSHORE OFFICE PRODUCTS INC	SENIOR CENTER SUPPLIES	\$ 137.09	parksccl
321566	3/21/2023	W187742538	CABELA'S MKTG & BRAND MGT INC	TRESTLE CAMERA SUPPLIES	\$ 87.02	parksccl
321626	3/21/2023	0188-1016127	CED	DEPOT SHED REPAIR ITEMS	\$ 77.22	pwfacc
321565	3/21/2023	G45905	COASTAL FARM &	UNIFORM- DANIEL M	\$ 203.58	shopcc
322304	3/21/2023	1122700469	FERRELLGAS, LP	WA PARK PROPANE-SHOP	\$ 66.22	parksl
322302	3/21/2023	2031937038	FERRELLGAS, LP	WA PARK PROPANE-HOUSE	\$ 630.60	parksl
321575	3/21/2023	023868606	GALLS, LLC.	UNIFORM JUMPSUITS; PACKARD (X'S 2)	\$ 1,154.86	apdcc
321569	3/21/2023	U815609373	GRAINGER	MAINTENANCE SUPPLIES - INCINERATOR	\$ 253.94	wwtpcc
321561	3/21/2023	C16433	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 17.40	museumcc
321567	3/21/2023	0630DFC7-0007	SPYPOINT	TRESTLE CAMERA SUBSCRIPTION 3/21-4/21	\$ 15.00	parksccl
321568	3/21/2023	0630DFC7-0008	SPYPOINT	TRESTLE CAMERA SUBSCRIPTION 3/21-4/21/23	\$ 15.00	parksccl
321574	3/21/2023	9911357468	STAPLES ADVANTAGE	COPY PAPER (BULK)	\$ 767.43	apdcc
321859	3/21/2023	230284897	SURETY PEST CONTROL	PEST CONTROL	\$ 67.45	museum
321926	3/21/2023	230285075	SURETY PEST CONTROL	PEST CONTROL AT WWTP - MARCH 2023	\$ 187.13	dwwtp
321640	3/21/2023	164 5 79 37340	THE MARKET LLC	SUPPLIES FOR PUZZLER COMPETITION	\$ 29.56	pkrecc
321577	3/21/2023	254652	TRUCK VAULT INC	TRUNK DRAWERS- #2005	\$ 3,451.87	shopcc
321518	3/21/2023	VP_1VQDBZBZ	VISTAPRINT	BUSINESS CARDS; OFC WILSON	\$ 25.45	apdcc
321580	3/21/2023	147	WELLS NURSERY	PARKS ARBOR DAY TREE	\$ 183.87	parksccl

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321573	3/21/2023	SO195518	WITMER PUBLIC SAFETY GROUP INC	WILDLAND HELMETS	\$ 172.82	afdcc
321581	3/21/2023	109471/1/67173	WORK OUTFITTERS	PARKS STAFF BOOTS	\$ 187.98	parksccl
321625	3/22/2023	X66824/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 29.37	parksccl
321651	3/22/2023	111-4736123-6344212	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 19.38	wwtpcc
321579	3/22/2023	111-6642036-5753000	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES- WATER DEPT	\$ 59.83	pwfacc
321643	3/22/2023	111-9429850-4333842	AMAZON.COM SERVICES, INC	CONDUIT STRAP TAG 50401373	\$ 21.75	fibercc
321648	3/22/2023	113-4017917-8922640	AMAZON.COM SERVICES, INC	SHOP SUPPLY	\$ 35.15	shopcc
321632	3/22/2023	114-0900688-3012209	AMAZON.COM SERVICES, INC	DVDS	\$ 20.64	libcc
321633	3/22/2023	114-2779027-9741829	AMAZON.COM SERVICES, INC	DVDS	\$ 119.86	libcc
321634	3/22/2023	114-2779027-9741829	AMAZON.COM SERVICES, INC	DVDS	\$ 489.19	libcc
321637	3/22/2023	114-7576064-8862644	AMAZON.COM SERVICES, INC	DVDS	\$ 10.50	libcc
321631	3/22/2023	114-8264884-8388207	AMAZON.COM SERVICES, INC	DVDS	\$ 24.46	libcc
321635	3/22/2023	114-8932061-1712255	AMAZON.COM SERVICES, INC	TEEN BOOKS	\$ 19.67	libcc
321636	3/22/2023	114-9214816-5029019	AMAZON.COM SERVICES, INC	DVDS	\$ 20.66	libcc
321728	3/22/2023	969632	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 2,339.12	pwfacc
321653	3/22/2023	OYW74446YB2349445	CODE 3 ASSOCIATES	TRAINING REG FEE; ACO PHOTOGRAPHY - NYBO	\$ 30.00	apdcc
321578	3/22/2023	10660189314	DELL MARKETING LP	HAND STRAP FOR MEDIC UNITS TABLETS	\$ 60.88	infosyscc
322078	3/22/2023	23-06926	EDGE ANALYTICAL, INC	LAB TESTING - ALKALINITY MONTHLY	\$ 99.45	wwtpcc
321588	3/22/2023	91484653	EMERALD RECYCLING SVCS INC	WASTE OIL RECYCLING	\$ 102.14	dshop
321924	3/22/2023	WAANA147763	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 56.51	dwwtp
321630	3/22/2023	3986-233287	O'REILLY AUTO PARTS	OPERATING SUPPLIES- #156	\$ 34.79	shopcc
321718	3/22/2023	24259773	PURCELL TIRE AND SERVICE CENTE	SPOT REPAIR- #516	\$ 9.79	shopcc
321716	3/22/2023	24259788	PURCELL TIRE AND SERVICE CENTE	TIRES- #205	\$ 673.08	shopcc
321717	3/22/2023	24259789	PURCELL TIRE AND SERVICE CENTE	SERVICE- #516	\$ 327.13	shopcc

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321719	3/22/2023	24259790	PURCELL TIRE AND SERVICE CENTE	TIRES- SHOP STOCK	\$ 1,209.66	shopcc
321641	3/22/2023	5497962	PUZZLE WAREHOUSE	PUZZLES FOR PUZZLEMANIA COMPETITION	\$ 195.71	pkreccc
321646	3/22/2023	INV223	RADARSIGN, LLC	SPEED RADAR SIGNS	\$ 2,393.60	pwfacc
321627	3/22/2023	C16783	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 36.17	pwfacc
321652	3/22/2023	C16915	SEBO'S DO-IT CENTER	PARTS- STREET DEPT	\$ 5.32	shopcc
321650	3/22/2023	C17051	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 3.60	parksccl
321877	3/22/2023	230283716	SURETY PEST CONTROL	LIBRARY PEST CONTROL MARCH 2023	\$ 97.91	publib
321715	3/22/2023	389659	US BANK	811 TRAINING MEAL	\$ 20.78	wdistcc
321713	3/23/2023	A65431/1	ACE HARDWARE	OPERATING SUPPLIES- WATER DEPT	\$ 42.07	wdistcc
321729	3/23/2023	A65576/1	ACE HARDWARE	TOOLS	\$ 175.24	fibercc
321727	3/23/2023	A65783/1	ACE HARDWARE	OPERATING SUPPLIES	\$ 58.71	wwtpcc
321644	3/23/2023	111-5111285-7218662	AMAZON.COM SERVICES, INC	EYE PROTECTION	\$ 78.30	fibercc
321645	3/23/2023	111-5933214-2179427	AMAZON.COM SERVICES, INC	HEARING PROTECTION	\$ 15.12	fibercc
321919	3/23/2023	112-2929723-7703446	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 145.14	wwtpcc
321649	3/23/2023	113-2053234-1953843	AMAZON.COM SERVICES, INC	PART- #321	\$ 15.87	shopcc
321732	3/23/2023	113-9765241-3994607	AMAZON.COM SERVICES, INC	SUPPLIES- #821	\$ 32.63	shopcc
321639	3/23/2023	114-0500900-5525838	AMAZON.COM SERVICES, INC	DVDS	\$ 37.10	libcc
321638	3/23/2023	114-1690489-6267441	AMAZON.COM SERVICES, INC	TEEN BOOKS	\$ 6.62	libcc
321723	3/23/2023	114-2422962-3413019	AMAZON.COM SERVICES, INC	ADULT BOOKS	\$ 223.90	libcc
321724	3/23/2023	114-3945730-4380203	AMAZON.COM SERVICES, INC	DVDS	\$ 43.20	libcc
321800	3/23/2023	114-4036706-0277050	AMAZON.COM SERVICES, INC	LAB SUPPLIES - CHEMICALS	\$ 37.42	wwtpcc
321725	3/23/2023	114-5400061-3416236	AMAZON.COM SERVICES, INC	DVDS	\$ 9.79	libcc
321849	3/23/2023	6560168864	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
321817	3/23/2023	4102381	DISCOUNT FILTER STORE	MAINTENANCE SUPPLIES - FILTER CARTRIDGES	\$ 110.51	wwtpcc
321796	3/23/2023	BUR-20031186	FARMERS EQUIPMENT COMPANY	PART - #158	\$ 167.43	shopcc
321730	3/23/2023	36069837	GOOD TO GO!	TOLLS	\$ 8.50	pwfacc

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321741	3/23/2023	348246	HABITAT FOR HUMANITY - SKAGIT	DOOR FOR FORCIBLE ENTRY	\$ 65.28	afdcc
321740	3/23/2023	422583	MY TAILOR	SEW PATCHES	\$ 10.00	afdcc
321720	3/23/2023	3986-233543	O'REILLY AUTO PARTS	SHOP SUPPLIES	\$ 4.61	shopcc
321721	3/23/2023	3986-233556	O'REILLY AUTO PARTS	PARTS #185	\$ 41.61	shopcc
321731	3/23/2023	C17195	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- STREET DEPT	\$ 60.91	shopcc
321709	3/23/2023	C17233	SEBO'S DO-IT CENTER	HEART OF ANACORTES REPAIR ITEMS	\$ 6.08	pwfacc
321736	3/23/2023	C17397	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 25.58	parksc1
321733	3/23/2023	C17399	SEBO'S DO-IT CENTER	SUPPLIES FOR HYDRANTS	\$ 28.76	wdistcc
321710	3/23/2023	C17414	SEBO'S DO-IT CENTER	HEART OF ANACORTES REPAIR ITEMS	\$ 1.33	pwfacc
321722	3/23/2023	4748	SIGND OG NW	SHOP SUPPLIES- #90009	\$ 2,592.00	shopcc
321714	3/23/2023	141777	THE HOSE SHOP, INC	HOSE PARTS FOR SUMP PUMP	\$ 104.74	wtpcc
321708	3/23/2023	141793	THE HOSE SHOP, INC	HOSE- #9905 & #410	\$ 1,084.20	shopcc
321739	3/23/2023	5-22-2023	WASHINGTON FIRE CHIEFS	FIRE CHIEFS CONFERENCE	\$ 625.00	afdcc
321589	3/23/2023	WAFIRE042423	WASHINGTON FIRE CHIEFS	2023 FIRE MECHANICS SPRING WORKSHOP	\$ 850.00	shopcc
321812	3/24/2023	X66996/1	ACE HARDWARE	HEX KEY	\$ 18.69	pwfacc
321805	3/24/2023	INV77831	AFFORDABLE FUNERAL SUPPLY	GENERAL CEMETERY SUPPLIES	\$ 74.64	parksc1
321712	3/24/2023	114-1198139-2217811	AMAZON.COM SERVICES, INC	PARTS- #152	\$ 85.95	shopcc
321807	3/24/2023	114-2422962-3413019	AMAZON.COM SERVICES, INC	ADULT BOOKS	\$ 120.53	libcc
321726	3/24/2023	114-3737021-9809050	AMAZON.COM SERVICES, INC	DVDS	\$ 11.90	libcc
321808	3/24/2023	114-3945730-4380203	AMAZON.COM SERVICES, INC	DVDS	\$ 144.63	libcc
321799	3/24/2023	114-4825361-5118667	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES - ORP TESTER	\$ 137.05	wwtpcc
321827	3/24/2023	114-5131748-0208233	AMAZON.COM SERVICES, INC	WEB CAMS	\$ 58.71	infosyscc
321735	3/24/2023	114-5131748-0208233	AMAZON.COM SERVICES, INC	IT USE ITEMS	\$ 568.94	infosyscc
321734	3/24/2023	114-9261789-2904203	AMAZON.COM SERVICES, INC	OFFICE & OPERATING SUPPLIES FOR IT	\$ 57.02	infosyscc
321806	3/24/2023	114-9411646-8116231	AMAZON.COM SERVICES, INC	ADULT BOOKS	\$ 16.31	libcc
321737	3/24/2023	03733-38115430	CANVA PTY	MAILERS	\$ 41.00	pwfacc
321830	3/24/2023	G46731	COASTAL FARM &	WORK BOOTS- BRETT S	\$ 56.00	shopcc

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321794	3/24/2023	18942438	EWING IRRIGATION PRODUCTS, INC	PARKS GENERAL MAINTENANCE SUPPLIES	\$ 69.50	parksccl
321818	3/24/2023	WAANA147814	FASTENAL COMPANY	MAINTENANCE SUPPLIES - INCINERATOR	\$ 42.21	wwtpcc
321819	3/24/2023	WAANA147815	FASTENAL COMPANY	MAINTENANCE SUPPLIES - INCINERATOR	\$ 30.64	wwtpcc
321711	3/24/2023	22838457	GLOBAL EQUIPMENT CO., INC	SHOP SUPPLY	\$ 994.14	shopcc
321820	3/24/2023	8561 01 46746	HOME DEPOT	BLUE HERON SUPPLIES- WATER DEPT	\$ 302.87	wdistcc
321829	3/24/2023	032323AAA002300	ISLAND FARM AND PET, INC	PARKS MAINTENANCE SUPPLIES	\$ 2.12	parksccl
321803	3/24/2023	3986-233729	O'REILLY AUTO PARTS	PART- #410	\$ 60.08	shopcc
321804	3/24/2023	3986-233761	O'REILLY AUTO PARTS	PART- #711	\$ 14.45	shopcc
321822	3/24/2023	302545374-1	OFFICE DEPOT, INC.	OFFICE DEPOT	\$ 20.66	execc
321821	3/24/2023	R0022387	PAINTER'S ALLEY, LLC	T AVENUE CLEAN-UP	\$ 109.80	pwfacc
321797	3/24/2023	14297021	PAPE MACHINERY INC.	PARTS- #422	\$ 41.85	shopcc
321798	3/24/2023	3U50860	PLATT ELECTRIC SUPPLY INC	LED LIGHTS	\$ 555.92	pwfacc
321832	3/24/2023	593 54 32 8854	SAFEWAY INC	REC EVENT SUPPLIES	\$ 21.98	pkrecc
321824	3/24/2023	C17921	SEBO'S DO-IT CENTER	FASTENERS	\$ 11.15	afdcc
321831	3/24/2023	600001064	SKAGIT REGIONAL HEALTH	PHYSICALS FOR MM, MC, CC AND VOLUNTEERS	\$ 3,483.50	afdcc
321801	3/24/2023	260062322-00	TACOMA SCREW PRODUCTS, INC.	SHOP SUPPLIES	\$ 101.06	shopcc
321816	3/25/2023	112-1709032-8176205	AMAZON.COM SERVICES, INC	PATROL GLOVES; OFC HATCHER	\$ 58.48	apdcc
321833	3/25/2023	113-8148582-2105037	AMAZON.COM SERVICES, INC	REC PROGRAM SUPPLIES	\$ 135.40	pkrecc
321809	3/25/2023	114-1206310-0125006	AMAZON.COM SERVICES, INC	ADULT BOOKS	\$ 16.27	libcc
321815	3/25/2023	G47864	COASTAL FARM &	WORKBOOTS (D GEFFE)	\$ 50.00	fibercc
321795	3/25/2023	416000472174	LES SCHWAB TIRE CENTERS	SNOW SOCKS FOR AMBULANCES	\$ 868.19	afdcc
321825	3/25/2023	C18285	SEBO'S DO-IT CENTER	STORAGE BINS - PPE ROOM	\$ 151.45	afdcc
321810	3/26/2023	114-3652121-9585050	AMAZON.COM SERVICES, INC	ADULT BOOKS	\$ 15.22	libcc
321828	3/26/2023	114-6075025-8684260	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES - IT	\$ 50.80	infosyscc
321811	3/26/2023	114-7983835-1185804	AMAZON.COM SERVICES, INC	TEEN BOOKS	\$ 37.07	libcc
321916	3/26/2023	132936	FULLY INVOLVED LEATHERWORKS	10 FLASHLIGHT STRAPS	\$ 159.50	afdcc
321823	3/26/2023	C18515	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 73.72	wwtpcc

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321826	3/26/2023	SO198129	WITMER PUBLIC SAFETY GROUP INC	8 STREAMLIGHTS	\$ 671.99	afdcc
321904	3/27/2023	A67606/1	ACE HARDWARE	BLUE HERON SUPPLIES	\$ 141.98	wdistcc
321918	3/27/2023	A67660/1	ACE HARDWARE	MAINTENANCE SUPPLIES - PUMP STATION 14	\$ 12.69	wwtpcc
321920	3/27/2023	112-9554599-2774624	AMAZON.COM SERVICES, INC	LABEL MAKER TAPES	\$ 16.31	afdcc
321906	3/27/2023	113-3291093-6529856	AMAZON.COM SERVICES, INC	PARKS MAINTENANCE SUPPLIES	\$ 45.00	parksccl
321907	3/27/2023	114-3493662-6122641	AMAZON.COM SERVICES, INC	ADULT BOOKS	\$ 27.15	libcc
322166	3/27/2023	114-7584960-9509803	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 41.33	wwtpcc
321980	3/27/2023	114-8252706-8774605	AMAZON.COM SERVICES, INC	LAB SUPPLIES	\$ 24.06	wwtpcc
321917	3/27/2023	6560168879	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 75.62	shopcc
322075	3/27/2023	6560170193	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 81.75	wwtpcc
321902	3/27/2023	0188-1016204	CED	BLUE HERON RESERVOIR	\$ 15.80	pwfacc
322017	3/27/2023	1-592165-37	DIAMOND RENTALS, INC.	PARKS PORTABLE RESTROOM 2/25-3/27/23	\$ 140.00	parks1
322016	3/27/2023	1-592167-37	DIAMOND RENTALS, INC.	PARKS PORTABLE RESTROOMS 2/28-3/27/23	\$ 365.00	parks1
321978	3/27/2023	4001320703	EPPENDORF NORTH AMERICA	LAB SUPPLIES	\$ 503.13	wwtpcc
321914	3/27/2023	94807	FILTER PRODUCTS COMPANY, LLC	HVAC FILTERS	\$ 359.12	wtppcc
321908	3/27/2023	954460	FRONTIER BUILDING SUPPLY	BLUE HERON SUPPLIES	\$ 219.12	wdistcc
321911	3/27/2023	9653319039	GRAINGER	MAINTENANCE SUPPLIES - INFLUENT PUMP BELT	\$ 603.79	wwtpcc
322002	3/27/2023	72268532	INTERSTATE BATTERIES	BATTERY #041	\$ 215.37	shopcc
321905	3/27/2023	25243	LANCER SALES USA, INC	LAB CHEMICALS	\$ 1,351.37	wwtpcc
321979	3/27/2023	3248447	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 495.28	wwtpcc
321915	3/27/2023	153521-162322	NW WA SUBSECTION PNWS-AWWA	AWWA-PNWS CONFERENCE REGISTRATION - ISSAC B	\$ 750.00	wtppcc
322009	3/27/2023	593 176 69 8822	SAFEWAY INC	REC PROGRAM SUPPLIES	\$ 16.12	pkreccc
321903	3/27/2023	c18847	SEBO'S DO-IT CENTER	BLUE HERON RESERVOIR	\$ 22.97	pwfacc
321901	3/27/2023	C18888	SEBO'S DO-IT CENTER	MAINTENANCE SUPPLIES	\$ 26.09	museumcc
321910	3/27/2023	C19124	SEBO'S DO-IT CENTER	T AVE CLEAN-UP	\$ 35.36	pwfacc
322261	3/27/2023	230284547	SURETY PEST CONTROL	CEMETERY PEST CONTROL	\$ 63.09	parksccl
321909	3/27/2023	6735-3	THE SHERWIN WILLIAMS CO	BLUE HERON SUPPLIES	\$ 20.20	wdistcc

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321913	3/27/2023	114-13553162	UNITED SITE SERVICES, INC	PORTA POTTY RENTAL - INTAKE STATION - 2/22-3/21/23	\$ 115.00	wtpcc
321993	3/28/2023	A68385/1	ACE HARDWARE	WORK GLOVES & HAMMER	\$ 36.21	fibercc
321989	3/28/2023	A68651/1	ACE HARDWARE	FACILITY USES ITEMS	\$ 40.25	pwfacc
322076	3/28/2023	111-1345708-7119451	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 19.15	wwtpcc
322008	3/28/2023	111-5964994-6412215	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 18.14	wwtpcc
321997	3/28/2023	112-1585045-4483430	AMAZON.COM SERVICES, INC	SENIOR CENTER SUPPLIES	\$ 36.30	parksc1
321991	3/28/2023	112-1838395-1477019	AMAZON.COM SERVICES, INC	ID BADGE, KEY RING	\$ 38.10	wtpcc
322000	3/28/2023	113-4806788-2781846	AMAZON.COM SERVICES, INC	PARTS #2001	\$ 87.00	shopcc
321990	3/28/2023	114-2021784-4678605	AMAZON.COM SERVICES, INC	EXECUTIVE OFFICE SUPPLIES	\$ 19.06	execc
321985	3/28/2023	114-9214816-5029019	AMAZON.COM SERVICES, INC	DVDS	\$ 30.41	libcc
322067	3/28/2023	970113	BAYSHORE OFFICE PRODUCTS INC	SENIOR CENTER SUPPLIES	\$ 125.01	parksc1
322053	3/28/2023	970290	BAYSHORE OFFICE PRODUCTS INC	SIGNS	\$ 4.90	museumcc
321987	3/28/2023	266692	BUFFALO GAMES, LLC	ORDER FOR ADDITIONAL PUZZLES	\$ 238.97	pkrecc
321995	3/28/2023	662 4 7 47	COSTCO WHOLESALE CORPORATION	SHELVING & BATTERIES	\$ 562.48	fibercc
322057	3/28/2023	4001321061	EPENDORF NORTH AMERICA	LAB SUPPLIES	\$ 186.10	wwtpcc
321998	3/28/2023	955149	FRONTIER BUILDING SUPPLY	CONCRETE MIX- GOLF COURSE MH	\$ 129.87	shopcc
322004	3/28/2023	955171	FRONTIER BUILDING SUPPLY	CONCRETE MIX	\$ 18.41	shopcc
322006	3/28/2023	955180	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 27.61	parksc1
322007	3/28/2023	955240	FRONTIER BUILDING SUPPLY	PARKS MAINTENANCE SUPPLIES	\$ 29.58	parksc1
321977	3/28/2023	347085430	GOTOCITRIX.COM	GOTOMEETING SUBSCRIPTION	\$ 208.90	infosyscc
321988	3/28/2023	0684668-IN	NATIONAL SAFETY, INC	SAFETY SUPPLIES	\$ 860.83	wwtpcc
321983	3/28/2023	3986-234320	O'REILLY AUTO PARTS	PART #152	\$ 76.15	shopcc
321984	3/28/2023	3986-234337	O'REILLY AUTO PARTS	SHOP SUPPLY	\$ 7.61	shopcc
321981	3/28/2023	3986-234434	O'REILLY AUTO PARTS	PART #152	\$ 10.87	shopcc
321982	3/28/2023	3986-234436	O'REILLY AUTO PARTS	PART #859	\$ 8.69	shopcc
321999	3/28/2023	420020	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- GOLF COURSE MH	\$ 38.57	shopcc

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322003	3/28/2023	C19305	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- #2001	\$ 31.63	shopcc
321974	3/28/2023	C19377	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 79.88	parksccl1
321975	3/28/2023	C19418	SEBO'S DO-IT CENTER	PATROL SUPPLIES; STAPLE GUN AND SUPPLIES	\$ 28.92	apdcc
321976	3/28/2023	C19463	SEBO'S DO-IT CENTER	PAINT SUPPLIES - DORM	\$ 26.18	afdcc
322054	3/28/2023	374398	SKAGIT REGIONAL HEALTH	PARKS STAFF DOT PHYSICAL	\$ 92.00	parksccl1
322073	3/28/2023	230282914	SURETY PEST CONTROL	STA 1 & STA 2 (230284985) - MARCH SERVICE	\$ 175.15	afdcc
321986	3/28/2023	1Z3Y592X0303557828	THE UPS STORE	SHIPPING COST RETURN	\$ 46.88	pkreccc
321994	3/28/2023	12345	US BANK	FRAUD CHARGE WILL BE REVERSED NEXT STATEMENT CYCLE	\$ 47.56	infosyscc
321996	3/28/2023	SO198714	WITMER PUBLIC SAFETY GROUP INC	FIRE BOOTS	\$ 534.71	afdcc
322052	3/29/2023	A69083/1	ACE HARDWARE	BUILDING KEYS	\$ 17.36	apdcc
322062	3/29/2023	X67343/1	ACE HARDWARE	GRASS SEED	\$ 34.26	shopcc
321992	3/29/2023	112-0713395-1792230	AMAZON.COM SERVICES, INC	CLOCK	\$ 17.37	wtpcc
322055	3/29/2023	112-2047398-9787441	AMAZON.COM SERVICES, INC	IPHONE RUGGED CASES	\$ 36.98	infosyscc
322001	3/29/2023	113-2828344-9014659	AMAZON.COM SERVICES, INC	PARTS- #2001	\$ 86.40	shopcc
322179	3/29/2023	970304	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 978.82	pwfacccl
322155	3/29/2023	970418	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 0.33	financecc
322064	3/29/2023	757075700313100	CHEF'S STORE	TRESTLE EVENT SUPPLIES	\$ 48.40	parksccl1
322010	3/29/2023	000052	CLEAN AND CLIP	K9 T-BONE GROOMING	\$ 50.00	apdcc
322071	3/29/2023	102113044	DANNER	PARKS STAFF BOOTS	\$ 49.97	parksccl1
322180	3/29/2023	INV-00061992	DERO	CITY HALL BIKE RACK	\$ 299.74	pwfacccl
322077	3/29/2023	23-06886	EDGE ANALYTICAL, INC	LAB TESTING INFLUENT NITROGEN MONTHLY	\$ 67.15	wwtpcc
322079	3/29/2023	23-06924	EDGE ANALYTICAL, INC	LAB TESTING - SIDE STREAM NITROGEN MONTHLY	\$ 268.60	wwtpcc
322051	3/29/2023	AN003030	FLOORING CONNECTIONS	FACILITY USE MATERIAL	\$ 638.66	pwfacccl
322065	3/29/2023	91020024701512011423	FRED MEYER	TRESTLE EVENT SUPPLIES	\$ 43.29	parksccl1
322164	3/29/2023	3248506	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 582.16	wwtpcc
322059	3/29/2023	3986-234538	O'REILLY AUTO PARTS	AIR FILTER #711	\$ 18.81	shopcc
322060	3/29/2023	3986-234542	O'REILLY AUTO PARTS	HYD FILTER #711	\$ 37.76	shopcc
322058	3/29/2023	3986-234638	O'REILLY AUTO PARTS	BATTERY BOX #11903	\$ 21.75	shopcc

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322061	3/29/2023	3986-234683	O'REILLY AUTO PARTS	AIR FILTER #11903	\$ 8.21	shopcc
322185	3/29/2023	305453225-1	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$ 43.50	libcc
322186	3/29/2023	305453331-1	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$ 81.58	libcc
322194	3/29/2023	1005179647	PET PLACE MARKET	K9 T-BONE FOOD AND REWARDS	\$ 94.64	apdcc
322167	3/29/2023	24259890	PURCELL TIRE AND SERVICE CENTE	TIRE DISPOSAL #515	\$ 15.00	shopcc
322168	3/29/2023	24259895	PURCELL TIRE AND SERVICE CENTE	TIRES VEH #156	\$ 708.98	shopcc
322169	3/29/2023	24259896	PURCELL TIRE AND SERVICE CENTE	TIRES #515	\$ 75.67	shopcc
322072	3/29/2023	C19745	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 6.50	parksccl
322066	3/29/2023	C19908	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- WATER DEPT	\$ 42.82	wdistcc
322070	3/29/2023	C19914	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 24.72	financecc
322989	3/29/2023	337091A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 706.35	pwfacc
322191	3/30/2023	69319	49ER COMMUNICATIONS, INC	PORTABLE RADIO ANTENNAS - WILDLAND	\$ 176.95	afdcc
322159	3/30/2023	A69575/1	ACE HARDWARE	FACILITIES SUPPLY	\$ 22.10	wdistcc
322160	3/30/2023	A69620/1	ACE HARDWARE	TEXTURING SUPPLIES - DORM PROJECT	\$ 69.60	afdcc
322177	3/30/2023	A69876/1	ACE HARDWARE	FACILITIES, PAINT	\$ 47.45	wdistcc
322175	3/30/2023	A70066/1	ACE HARDWARE	WORK GLOVES	\$ 27.19	fibercc
322182	3/30/2023	A70067/1	ACE HARDWARE	WORK GLOVES	\$ 29.37	fibercc
322184	3/30/2023	113-4273368-0584244	AMAZON.COM SERVICES, INC	PARTS #196	\$ 30.43	shopcc
322158	3/30/2023	114-2131401-4664231	AMAZON.COM SERVICES, INC	LENS WIPES	\$ 28.26	shopcc
322157	3/30/2023	114-9384018-8332257	AMAZON.COM SERVICES, INC	DYE TABLETS	\$ 228.45	shopcc
322315	3/30/2023	6560172719	ARAMARK	APD NYLON MATS CLEANED	\$ 16.33	apd
322265	3/30/2023	970419	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE ITEMS	\$ 1,311.48	pwfacc
322174	3/30/2023	500041912	BLACKSTONE PUBLISHING	AUDIO BOOKS	\$ 250.00	libcc
322423	3/30/2023	921163401	BSN SPORTS, LLC	REC PROGRAM SUPPLIES	\$ 578.06	parksccl
322190	3/30/2023	152838	CAP SANTE MARINE LTD	FUEL	\$ 86.12	parksccl
322056	3/30/2023	XK78DC5C8	DELL MARKETING LP	DELL LAPTOP FOR PUBLIC DEFENDER	\$ 1,312.54	infosyscc
322165	3/30/2023	02-09889-32084	EBAY	SAFETY SUPPLIES	\$ 350.83	wwtpcc
322257	3/30/2023	4001322533	EPPENDORF NORTH AMERICA	LAB SUPPLIES	\$ 503.13	wwtpcc
322187	3/30/2023	WAANA147929	FASTENAL COMPANY	VEH 108 REPAIR	\$ 65.53	parksccl
322178	3/30/2023	956706	FRONTIER BUILDING SUPPLY	FACILITY SUPPLY	\$ 90.01	wdistcc

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322188	3/30/2023	956877	FRONTIER BUILDING SUPPLY	LUMBER VEH #108	\$ 184.87	parksccl
322181	3/30/2023	26487953	INGERSOLL-RAND CO	MOTOR FAN FOR AIR COMPRESSOR	\$ 286.20	wtpcc
322275	3/30/2023	39342	MARRIOTT	LODGING MILLER CONGRESSIONAL CITY	\$ 4,065.89	execc
322172	3/30/2023	3986-234829	O'REILLY AUTO PARTS	MARKER LIGHT #513	\$ 29.55	shopcc
322173	3/30/2023	3986-234849	O'REILLY AUTO PARTS	MINI BULB #156	\$ 4.47	shopcc
322170	3/30/2023	3986-234929	O'REILLY AUTO PARTS	FILTERS FOR STOCK	\$ 41.40	shopcc
322171	3/30/2023	3986-234931	O'REILLY AUTO PARTS	FILTERS FOR STOCK	\$ 184.19	shopcc
322163	3/30/2023	INV00345636	PANTHEON SYSTEMS, INC	SUBSCRIPTION WEB HOSTING 3/30-4/29/23	\$ 38.09	infosyscc
322176	3/30/2023	96520	PUMP INDUSTRIES, INC	MECHANICAL SEAL	\$ 645.61	wdistcc
322189	3/30/2023	475405	RITE AID	DECONTAMINATION SUPPLIES; PATROL	\$ 42.69	apdcc
322156	3/30/2023	C20161	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 23.01	pwfacc
322161	3/30/2023	C20188	SEBO'S DO-IT CENTER	PAINT SUPPLIES - DORM PROJECT	\$ 26.73	afdcc
322193	3/30/2023	C20385	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 21.31	parksccl
322192	3/30/2023	C20421	SEBO'S DO-IT CENTER	FASTENERS #9910	\$ 36.57	shopcc
322278	3/30/2023	260062913-00	TACOMA SCREW PRODUCTS, INC.	VEH REPAIR #108	\$ 19.59	parksccl
322162	3/30/2023	6829-4	THE SHERWIN WILLIAMS CO	PAINT FOR DORM PROJECT	\$ 170.88	afdcc
322183	3/30/2023	VY1KM9AWWN6ST	WATERMARK BOOK COMPANY	CHILDREN'S BOOKS	\$ 12.94	libcc
322990	3/30/2023	337388	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 773.79	pwfacc
322254	3/31/2023	206618	ABP INTERNATIONAL, INC	PURE ACCESS CLOUD	\$ 1,521.29	infosyscc
322252	3/31/2023	X67473/1	ACE HARDWARE	BLUE HERON ELECTRICAL	\$ 20.53	pwfacc
322258	3/31/2023	300-10111612	ALL BATTERY SALES & SERVICE	BATTERY FOR SHOP	\$ 32.64	shopcc
322280	3/31/2023	112-2426772-6457035	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 57.60	wwtpcc
322281	3/31/2023	113-0300208-6113059	AMAZON.COM SERVICES, INC	JERRY CAN, ROAD FLARES FOR WILDLAND	\$ 107.36	afdcc
322264	3/31/2023	113-1598840-7773054	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 77.41	wwtpcc
322273	3/31/2023	1R57514190	DEPARTMENT OF LICENSING	VEH LICENSING #6000	\$ 63.50	shopcc
322285	3/31/2023	16-09886-80389	EBAY	OFFICE SUPPLIES	\$ 89.42	wwtpcc
322284	3/31/2023	27-09882-11077	EBAY	OFFICE SUPPLIES	\$ 94.71	wwtpcc
322370	3/31/2023	23-06826	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT NUTRIENTS MONTHLY	\$ 125.80	wwtpcc
322267	3/31/2023	ANA01	EDGE ANALYTICAL, INC	WATER ANALYSIS - 17 INVOICES	\$ 2,902.00	wtpcc
322268	3/31/2023	5woz	GERE-A-DELI	TRESTLE EVENT SUPPLIES	\$ 462.40	parksccl

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322270	3/31/2023	2685	LEIRA	2023 FALL LEIRA CONFERENCE; RECORDS-MCDERMOTT	\$ 400.00	apdcc
322271	3/31/2023	2687	LEIRA	2023 FALL LEIRA CONFERENCE; RECORDS-INGRAM	\$ 400.00	apdcc
322460	3/31/2023	35153077	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES	\$ 293.86	dwwtp
322259	3/31/2023	3986-234995	O'REILLY AUTO PARTS	TRUCK PARTS #516	\$ 110.52	shopcc
322260	3/31/2023	3986-235053	O'REILLY AUTO PARTS	WIPER BLADES #175	\$ 13.06	shopcc
322255	3/31/2023	106400	RISE VISION	SOFTWARE FOR INFORMATIONAL MONITORS AT CITY HALL AND APD AND COURT	\$ 346.50	infosyscc
322251	3/31/2023	C20602	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 58.23	parksccl
322422	3/31/2023	ACT-00089607	UNITED SITE SERVICES, INC	PARKS PORTABLE RESTROOMS 3/1-3/31/23	\$ 841.30	parksccl
322263	3/31/2023	142457	WATERMARK BOOK COMPANY	TEEN BOOKS	\$ 28.65	libcc
323185	3/31/2023	4163	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - MARCH	\$ 200.00	finance
323059	3/31/2023	0235141	POLLARD WATER	WATER PART	\$ 265.30	wdist
322286	4/1/2023	112-0822177-8869824	AMAZON.COM SERVICES, INC	REC PROGRAM SUPPLIES	\$ 184.94	pkreccc
322253	4/1/2023	113-4645021-9449050	AMAZON.COM SERVICES, INC	PRINTER TONER	\$ 60.10	fibercc
322276	4/1/2023	114-0537305-1045030	AMAZON.COM SERVICES, INC	TEEN BOOKS	\$ 21.00	libcc
322274	4/1/2023	114-9453686-3095437	AMAZON.COM SERVICES, INC	BOAT MOTOR COVERS	\$ 50.02	shopcc
322269	4/1/2023	1122649234	FERRELLGAS, LP	PROPANE	\$ 493.96	shopcc
322541	4/1/2023	105647	G12 COMMUNICATIONS	SIP TRUNKS 4/1-4/30/23	\$ 962.62	infosyscc
322256	4/1/2023	A81487429622249515	GOOGLE ANALYTICS	SAFE AND CLEAN WATER.COM	\$ 6.36	infosyscc
322266	4/1/2023	GOOGLE-2303	GOOGLE ANALYTICS	GOOGLE ADVERTISING, MAR 2023	\$ 212.80	fibercc
322325	4/1/2023	4789996S185	LEMAY MOBILE SHREDDING	SHREDDING; APD AND COURT 3/6	\$ 35.24	apd
322212	4/1/2023	4789997S185	LEMAY MOBILE SHREDDING	CONTAINER SHREDDING - CITY HALL 3/6	\$ 7.54	legal
322282	4/1/2023	314682	THRIFTY CLEANERS	LAUNDRY: FEBRUARY	\$ 27.68	afdcc
322331	4/1/2023	2473938-0043-5	WASTE MANAGEMENT	WTP GARBAGE, RECYCLING PICKUP 3/1/23-3/31/23	\$ 191.06	dwwtp
322283	4/2/2023	111-8083077-6879457	AMAZON.COM SERVICES, INC	SPEAKER & CHARGER	\$ 212.14	afdcc

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322277	4/2/2023	114-0537305-1045030	AMAZON.COM SERVICES, INC	TEEN BOOKS	\$ 78.53	libcc
322262	4/2/2023	MC17036781	MAILCHIMP	MONTHLY ELECTRONIC NEWSLETTER	\$ 28.83	pkreccc
322272	4/2/2023	INV195896154	ZOOM VIDEO COMMUNICATIONS INC.	SENIOR CENTER 4/2/-5/1/23	\$ 17.40	parksccl
322279	4/2/2023	INV195901074	ZOOM VIDEO COMMUNICATIONS INC.	COURT 4/2-5/1/23	\$ 17.40	courtcc
322425	4/3/2023	113-5848418-2823447	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 365.79	wwtpcc
322591	4/3/2023	6560173879	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 81.75	wwtpcc
322204	4/3/2023	1299602	BADEN SPORTS, INC	REC PROGRAM SUPPLIES	\$ 2,048.50	parks1
322439	4/3/2023	970710	BAYSHORE OFFICE PRODUCTS INC	MAINTENANCE - INCINERATOR	\$ 1,285.20	wwtpcc
322362	4/3/2023	21-09896-26485	EBAY	CABLE STORAGE PANEL	\$ 43.52	fibercc
322369	4/3/2023	23-07324	EDGE ANALYTICAL, INC	LAB TESTING - ASH ANNUALLY	\$ 471.75	wwtpcc
322371	4/3/2023	23-07402	EDGE ANALYTICAL, INC	LAB TESTING - SLUDGE METALS - BI-MONTHLY	\$ 293.25	wwtpcc
322434	4/3/2023	306270809-1	OFFICE DEPOT, INC.	OFFICE SUPPLIES	\$ 43.97	libcc
322366	4/3/2023	1088661/4/24326	STOWES, INC	UNIFORM- BOOTS NORRIS	\$ 168.28	pwfacc
322365	4/3/2023	1398954	UNIFIRST CORPORATION	WTP LAUNDRY - 5 INV - 5710, 4580, 3429, 2301,1168	\$ 701.84	wtpcc
322364	4/3/2023	INV196076142	ZOOM VIDEO COMMUNICATIONS INC.	EXECUTIVE 04/03 - 05/02/2023	\$ 60.92	execc
323046	4/3/2023	0000001937	CHASE	DEBT INTEREST PAYMENT 12/1/22-5/31/23	\$ 84,167.50	finance
322971	4/3/2023	2367	THE CLEAN TEAM	LTAC PUBLIC RESTROOM MAINTENANCE	\$ 1,995.00	plan
322438	4/4/2023	X67875/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 17.97	parksccl
322429	4/4/2023	111-4585958-4361047	AMAZON.COM SERVICES, INC	BATTERIES	\$ 20.88	fibercc
322428	4/4/2023	112-5777032-7663440	AMAZON.COM SERVICES, INC	TRACING DYE	\$ 37.62	wtpcc
322424	4/4/2023	113-6179731-7286637	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 60.60	wwtpcc
322432	4/4/2023	113-8827254-3767410	AMAZON.COM SERVICES, INC	TARPS	\$ 100.04	shopcc
322368	4/4/2023	113-8912205-3828244	AMAZON.COM SERVICES, INC	ALL WEATHER NOTEBOOKS	\$ 36.98	afdcc
322417	4/4/2023	114-1567663-3021067	AMAZON.COM SERVICES, INC	MANHOLE HOOKS	\$ 38.07	shopcc

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322513	4/4/2023	970898	BAYSHORE OFFICE PRODUCTS INC	REC DEPT SUPPLIES	\$ 21.64	pkreccc
322505	4/4/2023	0188-1016216	CED	FACILITY USE ITEMS	\$ 1,272.95	pwfacc
322436	4/4/2023	S147459	FIREHOSEDIRECT	FORESTRY NOZZLES	\$ 786.17	afdcc
322420	4/4/2023	4402475	FRONTIER BUILDING SUPPLY	SIDEWALK PROJECT	\$ 71.02	shopcc
322421	4/4/2023	958952	FRONTIER BUILDING SUPPLY	SIDEWALK MATERIALS	\$ 63.72	shopcc
322367	4/4/2023	101523163	INTERNATIONAL CODE COUNCIL INC	2021 IBC® CODE AND STUDY PACK	\$ 325.31	plancc
322361	4/4/2023	101523451	INTERNATIONAL CODE COUNCIL INC	LEADERSHIP SERIES CLASS	\$ 59.00	afdcc
322517	4/4/2023	292499	NAPA	AFD STATION 1	\$ 305.99	pwfacc
322525	4/4/2023	292516	NAPA	MICROFIBER TOWELS - APPARATUS MAINTENANCE	\$ 42.89	afdcc
322514	4/4/2023	292528	NAPA	TIRE WET	\$ 10.76	afdcc
322419	4/4/2023	3986-235673	O'REILLY AUTO PARTS	FUEL FILTER #517	\$ 65.81	shopcc
322418	4/4/2023	3986-235759	O'REILLY AUTO PARTS	BATTERIES	\$ 10.87	shopcc
322431	4/4/2023	1355-0349	POLICE RECORDS AND INFORMATION	TRAINING FEE-RECORDS AS EVIDENCE; RECORDS NEWSOM AND INGRAM -	\$ 453.25	apdcc
322416	4/4/2023	C22546	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 26.88	pwfacc
322426	4/4/2023	C22663	SEBO'S DO-IT CENTER	LIGHT BULBS	\$ 11.72	wdistcc
322437	4/4/2023	C22683	SEBO'S DO-IT CENTER	PARTS VEH 2001	\$ 18.55	shopcc
322442	4/4/2023	C22846	SEBO'S DO-IT CENTER	SURGE PROTECTOR, SPRAY PAINT	\$ 39.15	afdcc
322435	4/4/2023	119028	SKAGIT COUNTY PUBLIC WORKS	PERMIT FEE- WATER DEPT	\$ 827.20	pwfacc
322533	4/4/2023	260062980-00	TACOMA SCREW PRODUCTS, INC.	STOCKING UP FASTENER BINS	\$ 368.44	shopcc
322518	4/4/2023	79 1 12 3681	THE MARKET LLC	PORT CITY LIAISON MEETING SUPPLIES	\$ 26.57	execc
322427	4/4/2023	INV-01560465	UNITED SITE SERVICES, INC	PORTA POTTY PENN AVE. 3/1/23-3/31/23	\$ 210.25	wtpcc
322523	4/4/2023	12111905	WITMER PUBLIC SAFETY GROUP INC	FLIP DOWN HELMET SHIELDS	\$ 134.97	afdcc
322440	4/4/2023	389361066	XPO LOGISTICS FREIGHT, INC	SHIPMENT OF MERCURY MODULE	\$ 898.12	wwtpcc
322986	4/4/2023	337388A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 66.32	pwfac
322987	4/4/2023	337580	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 1,994.79	pwfac
322531	4/5/2023	A73255/1	ACE HARDWARE	PARKS MAINTENANCE SUPPLIES	\$ 19.57	parkscc1
322528	4/5/2023	A73308/1	ACE HARDWARE	IT USE ITEMS	\$ 12.87	infosyscc
322430	4/5/2023	111-0186734-6831442	AMAZON.COM SERVICES, INC	LABEL MAKER & TAPE	\$ 92.45	fibercc

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322520	4/5/2023	111-0488850-7870636	AMAZON.COM SERVICES, INC	ELECTRICAL TAPE	\$ 198.22	fibercc
322530	4/5/2023	111-3527849-2443400	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 41.08	pwfacc
322433	4/5/2023	111-9562788-638245	AMAZON.COM SERVICES, INC	CLOROX WIPES, PORTABLE LIGHT	\$ 221.71	shopcc
322527	4/5/2023	113-7675182-3266668	AMAZON.COM SERVICES, INC	WATER PUMP #151	\$ 411.78	shopcc
322585	4/5/2023	971063	BAYSHORE OFFICE PRODUCTS INC	OFFICE FURNITURE	\$ 307.32	pwfacc
322589	4/5/2023	971109	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE ITEMS	\$ 55.79	financecc
322595	4/5/2023	971121	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 23.96	museumcc
322687	4/5/2023	23-08219	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT N02 & N03 WEEKLY	\$ 26.35	wwtpcc
322581	4/5/2023	4001324105	EPPENDORF NORTH AMERICA	ADJUSTABLE PIPETTES	\$ 503.13	wwtpcc
322504	4/5/2023	959503	FRONTIER BUILDING SUPPLY	2X4 LUMBER	\$ 19.47	shopcc
322512	4/5/2023	959538	FRONTIER BUILDING SUPPLY	1X4 LUMBER	\$ 20.76	shopcc
322508	4/5/2023	SO4713341	GEMPLER'S INC	TRUCK PARTS	\$ 38.74	shopcc
322415	4/5/2023	101524092	INTERNATIONAL CODE COUNCIL INC	SAFETY SYSTEMS CLASS	\$ 69.00	afdcc
322519	4/5/2023	2029011	ISSUU, INC.	ISSUU ATOWN ONLINE PUBLISHING	\$ 248.06	execc
322515	4/5/2023	WC-17087	JURASSIC PARLIAMENT	JURASSIC PARLIAMENT WEBINAR	\$ 67.00	legalcc
322507	4/5/2023	621447	MY TAILOR	PATCH/HEM	\$ 15.00	afdcc
322510	4/5/2023	3986-235841	O'REILLY AUTO PARTS	CARGO STRAPS #151	\$ 29.37	shopcc
322511	4/5/2023	3986-235843	O'REILLY AUTO PARTS	ZIPLOCK BAGS	\$ 41.15	shopcc
322509	4/5/2023	3986-235905	O'REILLY AUTO PARTS	RELAY ERR2001	\$ 20.65	shopcc
322526	4/5/2023	000003110	OBIE	VEHICLE CARGO NET	\$ 136.97	shopcc
322503	4/5/2023	5840772	OSHKOSH MCNEILUS	CLAMPS VEH #516	\$ 101.15	shopcc
322583	4/5/2023	24260004	PURCELL TIRE AND SERVICE CENTE	TIRES VEH #517	\$ 165.31	shopcc
322584	4/5/2023	24260005	PURCELL TIRE AND SERVICE CENTE	TIRES VEH 205	\$ 98.95	shopcc
322588	4/5/2023	21877a	RPM PERFORMANCE, LLC	LINE X FOR VEH 1003	\$ 740.73	shopcc
322501	4/5/2023	C22930	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 60.74	parksc1
322521	4/5/2023	C22981	SEBO'S DO-IT CENTER	KNIFE & CABLE TIES	\$ 29.40	fibercc
322506	4/5/2023	C23034	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 18.93	pwfacc
322522	4/5/2023	C23124	SEBO'S DO-IT CENTER	FASTENERS	\$ 16.84	wdistcc

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322500	4/5/2023	272	SUNLAND BARK & TOPSOILS	PARKS MAINTENANCE SUPPLIES	\$ 186.32	parksccl
322534	4/5/2023	1ZG3TE580339733152	UNITED PARCEL SERVICE, INC	RETURN SHIPPING - WILDLAND	\$ 10.01	afdcc
322516	4/5/2023	04/05/2023	US BANK	PARKING	\$ 6.00	financecc
322524	4/5/2023	VP_QJ9VWRXG	VISTAPRINT	BUSINESS CARDS; OFC PACKARD AND OFC SCHOLTEN	\$ 52.21	apdcc
322529	4/5/2023	63405	VOSKER	OUTDOOR CELLULAR SECURITY CAMERA FOR OPERATIONS	\$ 449.99	infosyscc
322587	4/5/2023	142727	WATERMARK BOOK COMPANY	JUVENILE BOOKS	\$ 27.72	libcc
323182	4/5/2023	14468	NW COMMUNICATIONS, INC	POLICE ANTENNAS #3001, #3002	\$ 1,993.04	dshop
323169	4/5/2023	SDW-PSI07653	WOOD'S LOGGING SUPPLY	PART #1003 & #1004	\$ 3,430.48	dshop
322579	4/6/2023	A73866/1	ACE HARDWARE	FACILITY USE ITEMS	\$ 9.78	pwfacc
322593	4/6/2023	A74000/1	ACE HARDWARE	SUMP PUMP	\$ 88.12	wtpcc
322586	4/6/2023	A74118/1	ACE HARDWARE	SMALL TOOLS	\$ 179.53	wdistcc
322688	4/6/2023	971122	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 16.84	museumcc
322502	4/6/2023	10152558	INTERNATIONAL CODE COUNCIL INC	RENEWAL CERTIFICATION	\$ 315.00	afdcc
322590	4/6/2023	04/06/23	PORT OF ANACORTES	FUEL - MARINE 29	\$ 19.26	afdcc
322672	4/6/2023	24260010	PURCELL TIRE AND SERVICE CENTE	TIRE REPAIR #517	\$ 4.90	shopcc
322578	4/6/2023	C23447	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 37.92	parksccl
322582	4/6/2023	142273	THE HOSE SHOP, INC	PARTS FOR SUMP PUMP PIPE GALLERY	\$ 101.06	wtpcc
322580	4/6/2023	396728155705	THE MAILBOX	SHIPMENT TO BECKWITH - PUMP STATION 18	\$ 50.45	wwtpcc
322682	4/6/2023	44705	WASHINGTON ASSOCIATION OF	2023 MEMBERSHIP DUES FRISINGER	\$ 95.00	bldgcc
322988	4/6/2023	337730	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 700.43	pwfac
323183	4/6/2023	14469	NW COMMUNICATIONS, INC	INSTALL ANTENNAS #3000, #2001	\$ 1,925.02	dshop
323179	4/6/2023	112834	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 13.50	dwtpp
322681	4/7/2023	A74744/1	ACE HARDWARE	MAINTENANCE - PUMP STATION 14	\$ 26.36	wwtpcc
322592	4/7/2023	111-1345708-7119451	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 16.31	wwtpcc
322677	4/7/2023	971345	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 111.56	pwfacc

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322674	4/7/2023	A30321/2	BURLINGTON COUNTRY STORE	STRAW BALES	\$ 74.87	shopcc
322680	4/7/2023	04072023	CITY OF ANACORTES	WA PARK PAY MACHINE TEST	\$ 7.00	parksccl
322673	4/7/2023	026P43292	DOBBS PETERBILT - MARYSVILLE	GLASS VOLVO VEH #515	\$ 84.39	shopcc
322678	4/7/2023	74271	DRIVE LINE SERVICE	TRUCK PARTS	\$ 47.92	shopcc
322669	4/7/2023	6337319859	EVENTBRITE.COM	LEAVENWORTH CHALLENGE - WILDLAND	\$ 60.54	afdcc
322661	4/7/2023	CR097072	FERGUSON ENTERPRISES, INC	FACILITY USE ITEMS	\$ 184.35	pwfacc
322662	4/7/2023	CR097125	FERGUSON ENTERPRISES, INC	REPAIR ITEMS PUBLIC SAFETY BREAKROOM	\$ 393.47	pwfacc
322686	4/7/2023	1477460775	GRAINGER	EMERGENCY RESPONSE HANDBOOKS	\$ 30.61	afdcc
322667	4/7/2023	3345272016	HILTON HOTELS	LODGING - CERVANTES	\$ 476.96	infosyscc
322679	4/7/2023	3354078163	HILTON HOTELS	LODGING - WADE	\$ 476.96	infosyscc
322670	4/7/2023	3248836	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 221.17	wwtpcc
322671	4/7/2023	2044804532	PIPETTE.COM	LAB SUPPLIES	\$ 58.36	wwtpcc
322665	4/7/2023	C23765	SEBO'S DO-IT CENTER	PARKS MAINTENANCE SUPPLIES	\$ 14.26	parksccl
322664	4/7/2023	C23771	SEBO'S DO-IT CENTER	STREET SUPPLIES	\$ 364.88	shopcc
322684	4/7/2023	C23943	SEBO'S DO-IT CENTER	WA PARK MAINTENANCE SUPPLIES	\$ 84.40	parksccl
322663	4/7/2023	300866	SMOKEY POINT CONCRETE INC	6SK 7/8 ENVIRO CHARGE	\$ 1,448.13	shopcc
322685	4/7/2023	3FA001E5-0001	SPYPOINT	ACFL TRAIL CAMERA SUBSCRIPTION 4/7-5/7/23	\$ 15.00	parksccl
322666	4/7/2023	108661/20/24491	STOWES, INC	SAFETY BOOTS - CAMELLIA MC	\$ 195.47	wtpcc
322683	4/7/2023	260063372-00	TACOMA SCREW PRODUCTS, INC.	NITRILE DISPOSABLE GLOVES	\$ 204.00	shopcc
322449	4/7/2023	6022948597	THE KIPLINGER LETTER	2023 SUBSCRIPTION RENEWAL 4/13/23-4/12/2024	\$ 134.91	fincc1
322803	4/7/2023	1193493	FERGUSON ENTERPRISES, INC	WATER METER REGISTERS	\$ 4,417.28	wdist
323052	4/7/2023	23048	HUTCH'S POLYGRAPH SERVICES	PRE-EMPLOYMENT POLYGRAPH	\$ 110.00	apd
323167	4/7/2023	201526751	ISIMULATE	REALITI TRAINING SIMULATOR	\$ 10,490.00	medic
322668	4/8/2023	E0600MWNK	MICROSOFT CORPORATION	AZURE DISASTER AND RECOVERY 3/2-4/1/22	\$ 985.67	infosyscc
323180	4/9/2023	600001371	SKAGIT REGIONAL HEALTH	WTP HEARING TESTS CAMELLIA MC, ISSAC B, CALEB R, CRISTIAN H	\$ 120.00	dwtpp
322676	4/10/2023	19257	FLAGCENTER.COM, LLC	ITEMS FOR MULTIPLE FACILITIES	\$ 625.00	pwfacc
322879	4/10/2023	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 4/19-5/18/23	\$ 140.09	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
323034	4/10/2023	318952	DEPT OF LABOR & INDUSTRIES	WTP DUMBWAITER CERTIFICATION	\$ 36.00	pwfac
323192	4/10/2023	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 03/09-04/07/2023	\$ 4,214.63	publib
322873	4/10/2023	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 3/9-4/7/23	\$ 13.90	finance
323071	4/10/2023	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGES 3/9 - 4/7/23	\$ 26.25	wdist
322881	4/10/2023	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN - 500 T AVE 3/9-4/7/23	\$ 10.89	dwwtp
322980	4/10/2023	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 03/07-04/04/23	\$ 6,039.09	parks1
323067	4/10/2023	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 3/7 - 4/6	\$ 1,136.38	medic
323177	4/10/2023	300000290035	PUGET SOUND ENERGY INC	MUSEUM 3/8-4/6/23	\$ 317.43	museum
322883	4/10/2023	300000300008	PUGET SOUND ENERGY INC	WWTP PUMP STATIONS - 3/8-4/6/23	\$ 3,081.68	dwwtp
323072	4/10/2023	300000305007	PUGET SOUND ENERGY INC	SKYLINE ST LIGHTS 3/3 - 4/3/2023	\$ 506.54	dshop
323174	45026	460509	SKIDMORE PHARMACY INC.	PHARMACY COPAYS, LEOFF 1 RETI	\$ 54.72	hr
322692	4/11/2023	3345497325	HILTON HOTELS	LODGING - KNIGHT ACCIS CONFERENCE	\$ 476.96	infosyscc
322991	4/11/2023	337388B	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 531.43	pwfac
322992	4/11/2023	337580A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 278.88	pwfac
322993	4/11/2023	337730A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 651.77	pwfac
322994	4/11/2023	337795	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 786.73	pwfac
322995	4/11/2023	337863	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 176.51	pwfac
323039	4/11/2023	8498 30017 0464628	COMCAST	WA PARK INTERNET ACCESS 4/21-5/20/23	\$ 113.16	parks1
323178	4/11/2023	I6360197	HD FOWLER COMPANY INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 291.73	dwwtp
322802	4/11/2023	INV-24165	IMAGE360	FIRE DEPT VEH GRAPHICS #2001	\$ 2,096.77	dshop
323175	4/11/2023	1720007263	PATEL DDS, RAMAN	DENTAL SERVICES, LEOFF1 RETIREE	\$ 404.00	hr
322801	4/11/2023	0267712	SIRENNET.COM	VEHICLE 2001 DASH LIGHTS	\$ 376.76	dshop
323193	4/12/2023	20340	BUDGET LIBRARY SUPPLIES,LLC	LOCKING DVD CASES	\$ 430.00	publib
323068	4/12/2023	78 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 3/14 - 4/10	\$ 83.38	medic
323168	4/12/2023	AN 855997	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 99.03	medic
322878	45028	INV2632187	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 3/11-4/10/23	\$ 542.23	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
322870	45028	026P43569	DOBBS PETERBILT - MARYSVILLE	GLASS TRUCK #514	\$ 84.39	dshop
322885	45028	13539439	HACH COMPANY	TITRATOR SYRINGES AND SPARE PUMP CASSETTE	\$ 729.75	dwwtp
322871	45028	INV-24337	IMAGE360	GRAPHICS VEH #3002	\$ 2,365.82	dshop
323050	45028	2084	SKAGIT DOMESTIC VIOLENCE &	1ST QTR 2023	\$ 956.79	apd
323047	45028	33268	SKAGIT PUBLISHING LLC	PUBLISH AA-357610	\$ 186.76	plan
322543	45028	33269	SKAGIT PUBLISHING LLC	PUBLISH AA-357641	\$ 44.66	dwwtp
323048	45028	33270	SKAGIT PUBLISHING LLC	PUBLISH AA-357649	\$ 178.64	plan
322985	45028	20230741	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 03/2023	\$ 4,972.07	finance
323066	45028	11018847	WORLD WIDE TECHNOLOGY, LLC	DROP CABLES	\$ 38,312.15	fiber
322880	45029	RefundGradisar	GRADISAR, TODD	WA PARK CAMPING REFUND	\$ 88.00	parks1
323055	45029	I6362154	HD FOWLER COMPANY INC	WATER PARTS	\$ 216.25	wdist
323053	45029	23052	HUTCH'S POLYGRAPH SERVICES	PRE-EMPLOYMENT POLYGRAPH	\$ 220.00	apd
323069	45029	1310378	LIFE ASSIST, INC	O2 REGULATORS	\$ 268.46	medic
322984	45029	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 3/8-4/6/23	\$ 4,168.15	dwwtp
323060	45029	0154872-IN	SWS EQUIPMENT	DRIVING SHAFT #514	\$ 346.47	dshop
322983	45029	330327	USA BLUE BOOK	BUFFERS	\$ 539.25	dwwtp
323045	45029	112859	WALTON BEVERAGE COMPANY, INC	10 LBS COFFEE 4/13	\$ 140.00	medic
322982	45029	112860	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 440.00	finance
322981	45029	112861	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 64.00	finance
323043	45029	112862	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 195.00	dshop
323065	45030	0001439	CITY OF BURLINGTON	DARK FIBER & RACK FEE	\$ 275.00	fiber
322974	45030	144659	PACIFIC COAST MEMORIALS	CEMETERY MARKER WORK	\$ 350.00	parks1
323171	45030	INV22864	SEAWESTERN, INC.	WILDLAND PANTS, SHIRTS	\$ 878.02	medic
323044	45030	ReimbSteffen	STEFFEN, PHILIP	MILEAGE REIMBURSEMENT CHELAN CONFERENCE	\$ 257.50	finance
323070	45030	39251	WESTERN SYSTEMS REFUSE &	PARTS - STORM WATER	\$ 284.60	dshop
323054	45031	00005W5A83153	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-15-23	\$ 14.59	apd
323194	45032	75525167	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 393.33	publib
323195	45032	75525168	INGRAM LIBRARY SERVICES, LLC	CHILDREN'S AND TEEN BOOKS	\$ 1,397.56	publib

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
323058	45033	21-043-FIN-001	ANACORTES FAMILY CENTER	AFFORDABLE HOUSING TAX PAYMENT	\$ 28,229.13	finance
323057	45033	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	AFFORDABLE HOUSING TAX PAYMENT	\$ 28,229.13	finance
323186	45033	INV2634054	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 3/15-4/14/23	\$ 174.62	finance
323035	45033	RefundKimmel	KIMMEL, KRYSTEN	WA PARK CAMPING REFUND	\$ 276.00	parks1
323056	45033	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JAIL TAX PAYMENT PER CONTRACT	\$ 76,223.66	finance
323173	45034	RefundChute	CHUTE, FREDERICK	WA PARK RESIDENT REFUND	\$ 36.00	parks1
323188	45034	370383	INTERNATIONAL BELT & RUBBER	MAINTENANCE SUPPLIES	\$ 647.01	dwwtp
323172	45034	RefundKimmel	KIMMEL, KRYSTEN	WA PARK CAMPING REFUND	\$ 63.00	parks1
	Total				\$ 490,602.58	



City Council Agenda Bill

Meeting Date: April 24, 2023 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: Secondary Clarifier Drive Unit Replacement Project: Installation #23-102-SEW-002

Staff Contact(s): Henry Hash

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$179,081.54 to McClure & Sons, Inc. to perform the Secondary Clarifier Drive Unit Replacement Project: Installation. This contract is for the equipment and labor required to properly remove and install newly purchased Secondary Clarifier Drive Units.

Background:

1. **History:** Secondary Clarifier Drive Units are approaching end of life. The drive units are specifically manufactured for high-torque/low speed conditions required to allow settling and removal of sludge from the treatment system. The City is purchasing new drive units for \$109,180.80 through a separate contract with Evoqua Water Technologies.
2. **Key Terms:**
 - Total contract price of \$179,081.54 which includes \$14,484.54 in sales tax.
 - The Contractor shall achieve substantial completion of the work by October 22, 2023.
3. **Competitive Bidding:** On March 28, 2023 the City solicited quotes for the subject project through the small works roster process and 1 quote was received by the submittal deadline of April 12, 2023.

Budget Impact:

Contractor	McClure & Sons, Inc.
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Contract Amount	\$179,081.54
Earmarked Funds	\$350,000.00
BARS #	440.750.535.83.48
Budget Amendment Required?	No
Start Date	Contract execution
End Date	October 22, 2023

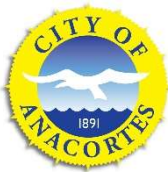
Previous Action: Council approved contract 23-102-SEW-001 with Evoqua Water Technologies at the [3/13/23](#) meeting, as well as [Resolution 3116](#) waiving the competitive bidding requirements for the purchase.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-102-SEW-002 with McClure & Sons, Inc. in the amount of \$179,081.54 for the Secondary Clarifier Drive Unit Replacement Project: Installation.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 23-102-SEW-002



CONTRACT 23-102-SEW-002
AGREEMENT WITH
MCCLURE & SONS, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and McClure & Sons, Inc., a private contractor at 15714 Country Club Dr, Mill Creek, WA 98012 (herein after referred to as "Contractor").

PROJECT
**SECONDARY CLARIFIER DRIVE UNIT REPLACEMENT PROJECT:
INSTALLATION**

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the replacement and installation of two (2) drive units for the secondary clarifiers at the Wastewater Treatment Plant (WWTP), 500 T Ave, Anacortes, WA 98221. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Seventy-Nine Thousand Eighty-One Dollars and Fifty-Four Cents (\$179,081.54)**, which includes \$14,484.54 sales tax at an 8.8% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall achieve substantial completion of the work by October 22, 2023. Substantial completion shall be after Alignment Technician has approved alignment and a successful startup of the second clarifier performed and all previously removed materials/items have been replaced. Physical Completion of unit contract shall be after the second clarifier has operated satisfactorily for 7 calendar days.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager, Lenny Burkland (360) 299-1980.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions 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.

Owner:

City of Anacortes

Mayor

Date

Contractor:

McClure & Sons, Inc.

Date

Contractor License #

CONTRACT 23-102-SEW-002

EXHIBIT A

Scope of Work

The City will provide two new Evoqua H40 drive units. The Contractor will provide all labor, miscellaneous materials, and equipment to remove two old units and replace with City provided new units, including but not limited to site preparation, dismantling of clarifier equipment, removal of old drive units, installation of new drive units, reassembly of clarifier equipment and testing. Work includes but is not limited to:

- Acquisition of crane, crane operator(s) and associated operation costs.
- Work and materials for removal, reinstallation, and repair of electrical connections and conduit.
- Work and materials for removal and installation of new PVC piping.
- Work and materials for removal and reinstallation of bridge, skimmer tube and skimmer support structures to same orientation and alignment prior to removal.

The Wastewater Treatment Plant will remain in operation during clarifier drive unit replacement. The Contractor shall take all required measures to permit continued operation. Only one clarifier may be out of operation at any time. The first clarifier shall have a test period of seven days of continued operation following drive replacement prior to draining and starting work on the second clarifier.

Secondary clarifier drive units require special attention during the alignment phase. The City will work to have a drive manufacturer's quality control technician on site to inspect the installation and alignment prior to startup and approve installation following testing. Any changes required by the manufacturer's quality control technician shall be completed as required. Technician may be available for advice on removal and installation; however, the on-site technician will depend on availability during Contractor's anticipated start date.

Secondary clarifier drive units are centered in the clarifier basin and with a radius of 33' to the outer wall. This requires a crane (no helicopters) to safely lift the drive unit without disturbing the center pier plumb.

The City will dewater clarifiers prior to work start and provide Waste Water Treatment Plant personnel to provide assistance with familiarity with the plant as needed.

The Contractor shall be responsible for familiarization with removal and installation procedures, safety procedures, notes, cautions, and warnings as outlined in the Installation Manual provided, as well as lockout/tagout procedures.

The Contractor shall take care to avoid any damage to any existing or new equipment during removal installation or reassembly. The Contractor shall be responsible to replace any equipment damaged during dismantling, storage, reassemble, alignment, startup or the 7-day test period.

The old drive units and any item being reinstalled will remain the property of the City of Anacortes. The Contractor shall properly dispose of all other materials after removal.

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

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

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the 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.

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

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

- a. All liens placed against the project have been released.
- b. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

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

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manager 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. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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.

7. 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.

8. 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.

9. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. **If requested by the City the Contractor shall provide a cost breakdown of charges.** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from

receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

10. 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.

11. 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.

12. 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 their 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 their obligations or responsibilities under the Contract.

13. 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.

14. 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.

15. 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.

16. Insurance.

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

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

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

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

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

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

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor **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. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

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.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

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

CITY:

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

CONTRACTOR:

McClure & Sons, Inc.
John Ogorsolka
15714 Country Club Dr
Mill Creek, WA 98012

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: April 24, 2023 **Agenda Item:** 6.a.

Agenda Item Title: Contract Award: 2023 Sanitary Sewer Line Rehabilitation #23-067-SEW-001

Staff Contact(s): TIM HOHMANN, Henry Hash

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$465,474.69 to perform the 2023 Sanitary Sewer Line Rehabilitation Project. The work provided for this project will include all costs for materials, equipment, labor and related items to install 6,418 LF of UV cured CIPP into existing 8-inch diameter sewer main, grinding 11 protruding side services, reinstating 82 service connections, sanitary sewer bypass pumping, traffic control and devices, property restoration and other miscellaneous items.

Background:

1. **History:** This project is part of the City's ongoing Inflow and Infiltration (I&I) program. Several sections of the Sanitary Sewer lines in the "E" Basin have been identified as deficient in regards to root and ground water infiltration, through separated joints, and cracks in the concrete piping.
2. **Key Terms:**
 - Total contract price of \$465,474.69 which includes \$37,648.69 in sales tax.
 - Work will begin the working day following the date of the Notice to Proceed and achieve Physical Completion by November 30th, 2023.
3. **Competitive Bidding:** On March 29, 2023 the City solicited bids for the subject project through the small works roster process, and 4 bids were received by the bid submittal deadline of April 12, 2023. The Engineer's estimate for the project was \$300,000 to \$350,000. Iron Horse LLC was determined to be the lowest responsible bidder. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Iron Horse LLC
Contract Amount	\$465,474.69
Earmarked Funds	\$1,500,000.00
BARS #	440.760.594.35.62
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	November 30, 2023

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-067-SEW-001 with Iron Horse LLC in the amount of \$465,474.69 for the 2023 Sanitary Sewer Line Rehabilitation Project.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. Invitation to Bid
2. 23-067-SEW Map
3. Bid Tabulation
4. 23-067-SEW-001



**PLANS, SPECIFICATIONS, AND
CONTRACT DOCUMENTS**

**SMALL WORKS ROSTER
INVITATION TO BID**

**2023 SANITARY SEWER LINE
REHABILITATION
#23-067-SEW-001**

Bid Submittal Deadline: Wednesday, April 12th, 2023, at 1:30pm (local time)

FOR INFORMATION, CONTACT:
Jeff Beltramini, Project Manager
Tim Hohmann, P.E., City Engineer
City of Anacortes Engineering Department
PO Box 547
Anacortes, WA 98221
Office: 360.293.1936
Email: jeffb@cityofanacortes.org



I hereby certify that these documents were prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Washington.

VICINITY MAP

INVITATION TO BID

PART 1- BID DOCUMENTS.....

Information for Bidders

Statement of Bidder’s Qualifications – Attachment A

Subcontractor List – Attachment B

Bid Proposal (Non-Collusion Declaration Inclusive) – Attachment C

Certification of Compliance with Wage Payment Statutes – Attachment D

PART 2- AGREEMENT AND BONDS.....

Bid Bond Form

Contract Agreement

Contract Payment

Contract Performance Bond

PART 3 – SPECIAL PROVISIONS.....

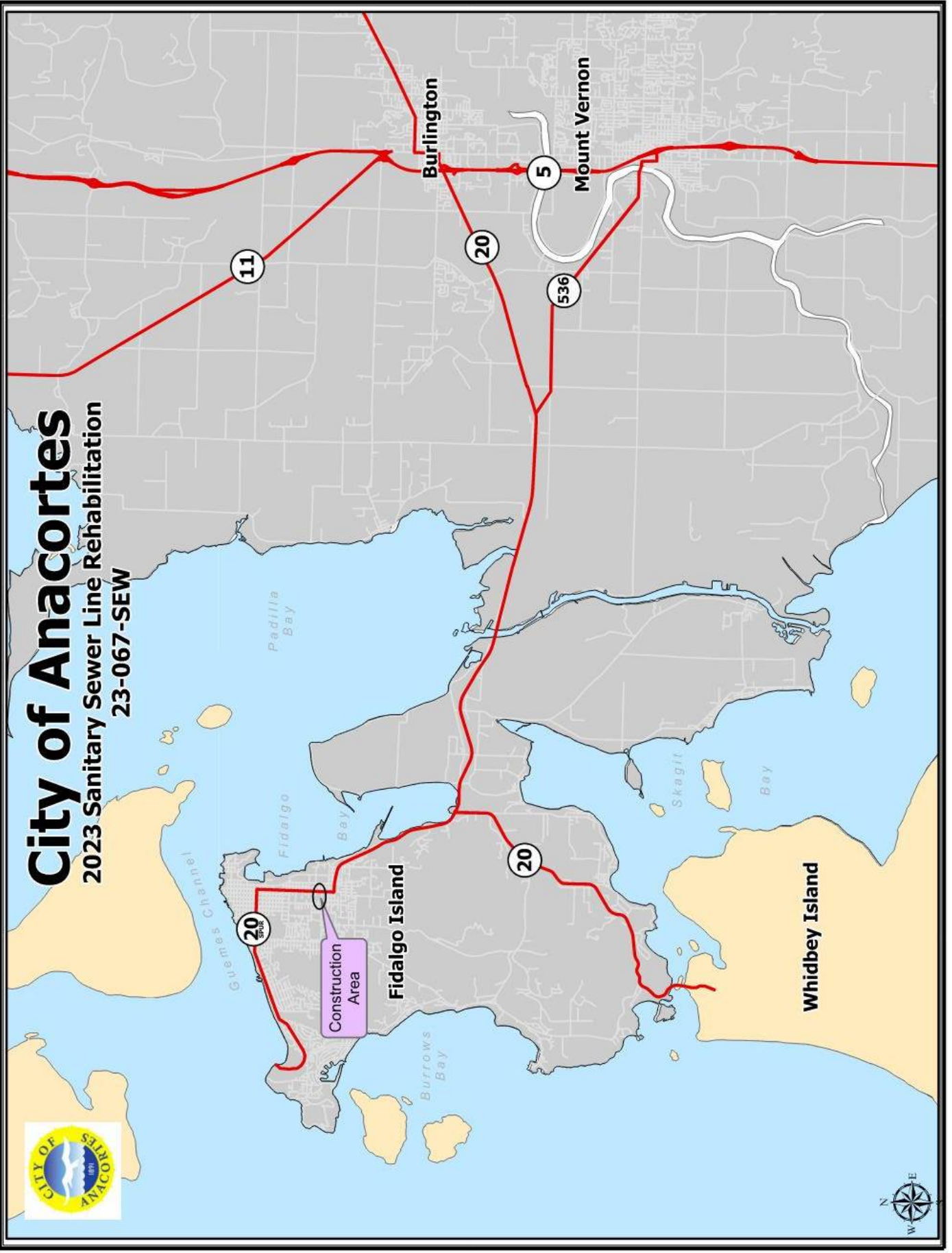
PART 4 - INTENTIONALLY LEFT BLANK.....

PART 5 – CONTRACT PLANS.....

City of Anacortes

2023 Sanitary Sewer Line Rehabilitation

23-067-SEW





City of Anacortes SMALL WORKS ROSTER INVITATION TO BID

Project Title: 2023 Sanitary Sewer Line Rehabilitation #23-067-SEW-001

Bid Due Date: April 12, 2023, 1:30pm PST

In accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Anacortes ("City") is pleased to invite you to submit a bid under the subject solicitation. Contractors who bid on this project must be registered on the City's Small Works Roster at <https://mrscrosters.org/> by the time that bids are due.

The City of Anacortes will accept sealed bids for **"2023 Sanitary Sewer Line Rehabilitation #23-0067-SEW-001"** addressed to Steve Hoglund, City Clerk, City of Anacortes, 904 6th Street, P.O. Box 547, Anacortes, Washington, 98221, until **1:30 p.m., local time on Wednesday, April 12, 2023.** The City will not consider bids received after that time and date. A public bid opening will not be held.

The work provided for this project will include all costs for materials, equipment, labor and related items to install 6,418 LF of UV cured CIPP into existing 8-inch diameter sewer main, grinding 11 protruding side services, reinstating 82 service connections, sanitary sewer bypass pumping, traffic control and devices, property restoration and other miscellaneous items will also be necessary to complete the work all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The City of Anacortes, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City reserves the right to cancel this solicitation, and/or reject any and all bids or any bid not conforming to the intent and purpose of the bidding documents. The City also reserves the right to waive any minor irregularities in the bidding documents at their sole discretion.

Engineer's Estimated Cost Range: \$300,000 to \$350,000

2023
SANITARY SEWER
LINE REHABILITATION

PART 1

BID DOCUMENTS

1. CONTACT INFORMATION: Questions and requests for clarification of these Specifications may be submitted in writing by 9:00am, Pacific Time, April 6, 2023, via email to jeffb@cityofanacortes.org. Questions received after this date and time may not be answered. Any oral communications will be considered unofficial and non-binding on the City. Contractors should rely only on written statements issued by the City's representative. Responses to verbal requests for information or clarification will be considered unofficial until received in writing. Any questions received after the deadline may not be addressed. Questions will be held until the deadline and answered collectively. Questions marked confidential will not be answered. The City reserves the discretion to group similar questions to provide a single answer.

2. BIDDER FAMILIARITY WITH REQUIREMENTS: Bidders must satisfy themselves of the accuracy of estimated quantities, specifications and contract requirements, by personal examination of any plans, specifications, all bid and contract documents, the site or sites or location of the proposed work, and by any other examination or investigation which they may desire to make as to the nature of the contract requirements or any difficulties to be encountered. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to their bid, and the bidder shall not assert that there was a misunderstanding concerning the work or of the nature of the work to be done, or of the requirements of the contract.

3. PROPOSAL: Bidders are required to keep their proposal in the format provided herein as "Attachment C". Any exception to the specified work or equipment shall be noted as an exception to the Bid. It shall be the City's right to accept or reject non-specified work or equipment, without penalty. Price should include all materials, equipment and labor including prevailing wages, any applicable permit fees, freight, and sales tax.

4. PREVAILING WAGE: Prevailing wages will apply to phases of this project. 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/>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is April 12, 2023. A copy of the applicable prevailing wage rates is 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.

5. SUBMITTAL CRITERIA

All bids must be delivered in the manner specified herein. Bids submitted by Bid closing date and time must include:

- ☐ **5% bid deposit**
- ☐ **Statement of Bidder's Qualifications (1 page) – Attachment A**
- ☐ **Bid Proposal signed by an authorized representative (3 pages) – Attachment C**
- ☐ **Certification of Compliance with Wage Payment Statutes (1 page) – Attachment D**

Sealed Bid proposals must be delivered to:

City of Anacortes
City Clerk
904 6th Street
PO Box 547
Anacortes, WA, 98221-0547

Proposals must be in a sealed, properly addressed envelope with the name of the Bidder and project/bid number and project title plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. City offices are not open for special mail or other delivery on weekends and City

holidays. The City shall assume no responsibility for delays in U.S. mail or delivery services, or for bids delivered to City offices other than the specified City Office. Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

6. WITHDRAWAL OF BID

A. Prior to Bid Opening: Any Contractor may withdraw their Bid prior to the scheduled Bid due date and time by delivering a written notice to the City Clerk. The notice may be submitted in person or by mail; however, it must be received by the City Clerk's Office prior to the time for Bid deadline.

B. After Bid Opening: No Contractor will be permitted to withdraw their Bid after the time of Bid deadline, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for Bid opening. If a delay of more than 60 calendar days does occur, then the Contractor must submit written notice withdrawing their Bid to the City Clerk.

7. DEPOSIT: Bidders must submit a bid deposit which is equal to 5 percent of the total bid amount in the form of a cashiers check, postal money order, or surety bid bond. If the bid deposit is in the form of a bond, the bidder and the surety must execute the bid bond provided in the bid documents.

8. PUBLIC BID OPENING: A public bid opening will not be held.

9. EVALUATION AND SELECTION PROCESS OF RESPONSIBLE BIDDER: The evaluation and selection of a Bidder will be based on the information submitted in the Bid. Award will be made to a responsible Bidder with the lowest responsive Bid. Evaluation of Bids and determination of Bidder responsibility shall be based on past experience with Bidder, proposed manufacturer's service availability, parts availability, equipment design and functionalism, effect on productivity, and Bidder's supporting documentation.

Company experience level and qualifications are important and will be considered in the evaluation of the bid. The enclosed Statement of Bidder's Qualifications must be completed and enclosed with the bid to be considered for award. Non-conformance may result in rejection of bid as non-responsive.

If requested by the City, within 24 hours after bid opening Low Bidder must submit the following documentation:

- A cost breakdown of lump sum items if requested
- Attachment B - Subcontractor List if requested
- Documentation that may be requested to demonstrate compliance with mandatory criteria (RCW 39.04.350(1)) and RCW 39.06.020 as it applies to Subcontractors

If the above documentation is requested by the City and the bidder does not submit the documentation within the time period specified above the City may find the bidder not responsible, or may find the bidder responsible based upon any available information that demonstrates that the bidder meets Bidder Responsibility. Determination of Bidder Responsibility must be made prior to award of the contract. In the interest of meeting the project's schedule, the City may request other bidders to submit documentation which will be evaluated in the same manner as the low bidder. If the low bidder does not meet bidder responsibility, the City will evaluate the second low bidder. The City reserves the right to reject any and all bids. The City can reject any bid not conforming to the intent and purpose of bidding documents, or when the City determines that the bidder is not a responsible bidder.

If the City determines that a bidder does not meet the Bidder Responsibility Criteria, the determination will be provided in writing. The bidder has 2 business days to appeal and can submit additional documentation with their appeal. If the City still determines that the Bidder is not a responsible bidder, the City will issue the bidder its final determination in writing. The City shall not award a contract to another bidder until 2 business days after the bidder receives the City's final determination that the bidder is not a responsible bidder.

10. INSERTIONS OF MATERIAL CONFLICTING WITH SPECIFICATIONS: Only material inserted by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being non-responsive and may be grounds for rejection of the Bidder's Bid/Proposal.

11. CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS: The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

12. IRREGULAR PROPOSALS:

- a) A Proposal will be considered irregular and will be rejected if:
 - i. The Bidder is not prequalified when so required;
 - ii. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - iii. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - iv. The Proposal does not include a unit price for every Bid item;
 - v. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - vi. A price per unit cannot be determined from the Bid Proposal;
 - vii. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
 - viii. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - ix. More than one proposal is submitted for the same project from a Bidder under the same or different names.
- b) A Proposal may be considered irregular and may be rejected if:
 - i. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City;
 - ii. Receipt of Addenda is not acknowledged;
 - iii. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - iv. The Proposal form is not properly executed.

13. AWARD: It is the intent of City to award a contract to the lowest responsive and responsible bidder. Basis for selection will consist of comparison of proposals for labor and equipment rates, a review of qualifications and references, and capacity to respond within the time frame stated. The City reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all bids or any item(s) within the bids, to waive any informality in the bids, and to call for new bids as best meets the needs of the City. In accordance with RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required to provide the City documentation demonstrating compliance with the criteria. The bidder must:

- a) Be registered on the City's Small Works Roster by the time that bids are due.
- b) Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, **which must have been in effect at the time of bid submittal;**
- c) Before award of contract, have a current Washington Unified Business Identifier (UBI) number;
- d) Before award of contract, if applicable:
 - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - ii. Have a Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. Have received training on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW, or received exemption from this requirement by

completing three or more public works projects and have had a valid business license in Washington for three or more years.

- e) At the time of award of contract, not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f) Supplemental responsible bidder criteria, if applicable.
- g) Pursuant to RCW 39.06.020, the bidder who is awarded the contract must verify responsibility criteria in accordance with RCW 39.04.350 and as listed in a)–e) above for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors.

14. BONDS: The contracted work will require the successful bidder to acquire a Contract Performance Bond and a Contract Payment Bond for 100% of the contract amount, furnished on bond forms standardized by the City Attorney's office, which will be provided with the contract for execution.

15. INSURANCE REQUIREMENTS: All bidders will be required, if they are awarded the contract, to provide evidence of insurance in accordance with the requirements set forth in the Special Provisions. Bidders should pay special note to the insurance requirements and insurance documents required.

16. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices therein if all parties agree. The City of Anacortes does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

17. ADDITIONAL TERMS AND CONDITIONS

- a) This offer shall be open to acceptance and irrevocable for ninety (90) days from bid closing date.
- b) It is the responsibility of all offerors to examine the entire invitation to bid (ITB) and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- c) City offices are not open for special mail or other delivery on weekends and City holidays. The City shall assume no responsibility for delay in U.S. mail or delivery services or for bids delivered to City offices other than the specified City Office.
- d) The City reserves the right to reject any and all bids, to waive minor irregularities in any bid and to change the selection process or timeline.
- e) The City reserves the right to request clarification of information submitted, and to request additional information from any bidder.
- f) The contract resulting from the bid award by the City shall be in a form supplied by the City and shall reflect the specifications in this invitation to bid. This ITB and the awarded contractor's proposal shall become a part of the contract.
- g) The City shall not be responsible for any costs incurred by an interested party in preparing, submitting or presenting its response to the invitation to bid.
- h) All submitted documents are public and subject to disclosure.

ATTACHMENT A – STATEMENT OF BIDDER’S QUALIFICATIONS

Project Name: 2023 Sanitary Sewer Line Rehabilitation

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

RESPONSIBLE BIDDER:

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

AWARD OF BID:

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

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

- 1.) Name of Bidder: _____
- 2.) How many years have you been engaged in the contracting business under the present firm name?
____ Years ____ Months
- 3.) List of contracts for work of this type completed within last three years by your company, include approximate cost and contact person with phone number. Relevant projects will include pipe rehabilitation by cured-in-place-pipe(CIPP).

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

ATTACHMENT B - SUBCONTRACTOR LIST

Project Name: 2023 Sanitary Sewer Line Rehabilitation

Name of Bidder: _____

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

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

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

Subcontractor Name: _____

Work to be performed:

Subcontractor Name: _____

Work to be performed:

Subcontractor Name: _____

Work to be performed:



2023 Sanitary Sewer Line Rehabilitation
#23-067-SEW-001
Attachment C – Bid Proposal

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

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

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

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

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

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion by November 30th, 2023**, and (b) achieve **Contract Completion by December 30th, 2023**.

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

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

The work provided for this project will include all costs for materials, equipment, labor and related items to install approximately 6,418 LF of UV cured CIPP into existing 8-inch diameter sewer main, grinding 11 protruding side services, reinstating 82 service connections, sanitary sewer bypass pumping, traffic control and devices, property restoration and other miscellaneous items will also be necessary to complete the work all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	MC	MINOR CHANGES 1-04.4(1)	\$10,000.00 Allowance	\$10,000.00
2	1	LS	MOBILIZATION, CLEANUP AND DEMOBILIZATION 1-09.9	At \$ _____ Per Lump Sum	\$ _____
3	1	LS	TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ _____ Per Lump Sum	\$ _____
4	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ _____ Per Lump Sum	\$ _____
5	1	LS	SPCC PLAN 1-07.15(1)	At \$ _____ Per Lump Sum	\$ _____
6	11	EA	PROTRUDING SIDE SERVICE REMOVAL	At \$ _____ Per Each	\$ _____
7	6418	LF	CIPP – SEWER MAIN 8-INCH DIAMETER	At \$ _____ Per Linear Foot	\$ _____
8	82	EA	REINSTATING SERVICE CONNECTIONS	At \$ _____ Per Each	\$ _____
				SUBTOTAL	\$
				SALES TAX (8.8%)	\$
				TOTAL	\$

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges review of all Addenda through No. _____

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 emailed to the vendor's email address as listed on the MRSC Vendor Roster listing.

BID DEPOSIT

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

☐ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS: To report bid rigging activities call: 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

BIDDER CERTIFIES

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

Name of Bidder: _____

Contact Name: _____

Mailing Address: _____

City, State, Zip: _____

Business Telephone: _____ Cell Phone: _____

Email Address: _____

Contractor's State License No: _____

UBI Number: _____

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

(Corporate Seal)

Name of Bidder

Title

Date

Signature of Bidder

Print Name



ATTACHMENT D

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 29, 2023), 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.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

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:

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.*

2023
SANITARY SEWER
LINE REHABILITATION

PART 2

AGREEMENT AND BONDS



BID BOND

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

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the "**2023
SANITARY SEWER LINE REHABILITATION 23-067-SEW-001**", according to the terms of the proposal or bid
made by the Principal therefore and the Principal shall duly make and enter into a contract with the Obligee in
accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance
thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay
and forfeit to the Obligee the penal sum amount of the deposit specified in the call for bids, then this obligation
shall be null and void; otherwise it shall be and remain in full force and effect the Surety shall forthwith pay and
forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 2023.

(Principal)

(Title)

(Surety)

(Attorney-in-fact)



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and _____ a private contractor at _____ (herein after referred to as "Contractor").

WITNESSETH:

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

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **2023 Sanitary Sewer Line Rehabilitation**, in accordance with and as described in the Small Works Invitation for Bid, Project No. PW-23-067-SEW-001. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

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

The Contractor for themselves and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

- II. **PRICE.** The Total Contract Price is _____. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **by November 30, 2023**. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.**
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

VI. **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

NAME

Title

Date

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

Page 1 of 2

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to **CITY OF ANACORTES** (hereinafter called the Owner) for payment of the penal sum of _____ (\$_____), lawful money of the United States in connection with the Owner's award to the Contractor of a contract for construction ("Contract") of the following project:

**2023 Sanitary Sewer Line Rehabilitation
23-067-SEW-001**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, subcontractors, materialmen, taxing authorities and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modifications, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorneys' fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in one original counterpart on _____, 2023.

CONTRACTOR

By _____

(Title)

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W. 39.08 may be addressed to:

(Name and address of Surety)

(Name and address of Surety's agent for service of
process in Washington if different from above)

(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

Surety

By _____
Its Attorney-in-Fact

PERFORMANCE BOND

Bond No. _____

Page 1 of 2

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to **CITY OF ANACORTES** (hereinafter called the Owner) for payment of the penal sum of _____ (\$_____), lawful money of the United States in connection with the Owner's award to the Contractor of a contract for construction ("Contract") of the following project:

2023 Sanitary Sewer Line Rehabilitation 23-067-SEW-001

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force until the end of the warranty period or twelve months after the date of Final Acceptance, whichever is later, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation or repose.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be jointly and severally liable to pay the Owner reasonable attorneys' fees, costs and expenses incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in one original counterpart on _____, 2023.

CONTRACTOR
By _____

(Title)

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W. 39.08 may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service
of process in Washington if different from above)

_____ (Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

Surety
By _____
Its Attorney-in-Fact

NOTICE:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

2023
SANITARY SEWER
LINE REHABILITATION

PART 3

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS 2023 SANITARY SEWER LINE REHABILITATION

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 COA GSP)

Also incorporated into the Contract Documents by reference are:

- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- Current City of Anacortes EDS Construction Standards (<https://www.anacorteswa.gov/460/Engineering-Standards>)
- Project pages – 2023 Sanitary Sewer Line Rehabilitation Map and Segment Data

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1 – GENERAL REQUIREMENTS

1-01.3 Definitions

(January 19, 2022 APWA GSP)
(March 10, 2023 COA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete as indicated by notice issued by the Contracting Agency. For the purposes of the retainage statute ([RCW 60.28.011](#)), "completion of all contract work" is the same as "date of final acceptance" in the performance and payment bond statute ([RCW 39.08.010](#)).

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.1(1) Supplemental Qualifications Criteria

(March 25, 2009 APWA GSP; may not be used on FHWA-funded projects)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Special Provision 1-02.14 Disqualification of Bidders

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Invitation for Bid (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large Plans (e.g. 22" x 34")	0	Furnished upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Invitation for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices.

The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal
(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Certification of Compliance with Wage Payment Statutes form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Certification of Compliance with Wage Payment Statutes form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)
(March 10, 2023 COA GSP)

The second sentence of the first paragraph is revised to read:

This deposit may be cashier's check, postal money order, or surety bond (Bid Bond).

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions. If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal (March 2023 COA)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

The Bidder shall submit at the time of bid submittal to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, GFE documentation, or Certification of Compliance with Wage Payment Statutes) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

1-02.12 Public Opening of Proposals (March 2023 COA)

Delete this section and replace it with the following:

No public bid opening will be conducted.

1-02.14 Disqualification of Bidders

(March 8, 2013 APWA GSP, Option C,

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following Supplemental Criteria:

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

3. Subcontractor Responsibility

- A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier

subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. Prevailing Wages

- A. Criterion: The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date, that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

5. Claims Against Retainage and Bonds

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

6. Public Bidding Crime

- A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

7. Termination for Cause / Termination for Default

- A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

8. Lawsuits

- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms

of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

9. Technical Experience

- A. Criterion: The Bidder shall have experience in public works for projects similar in nature to this project. References may be contacted to verify contract amount, timely contract completion, claims if any, and change orders if issued.
- B. Documentation: Contractor shall list relevant experience on the Bidder Responsibility Statement; a form provided herein as part of Part 1 Bid Documents and the contact information for the company's bonding and insurance company. The Bidder shall provide a list contracts completed within the past three years working with live sewer lines and reconnecting to existing side services and name the project supervisor. An in-progress contract may be included in the list. References with contact information must be provided by the Bidder.

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information
(December 30, 2022 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.3 Execution of Contract
(January 19, 2022 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(July 23, 2015 APWA GSP)
(March 10, 2023 COA GSP))

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment bond and performance bond each for the full contract amount. The bonds shall:

1. Be on Contracting Agency-furnished forms;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review
(December 30, 2022 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.6 Variation in Estimated Quantities

(December 30, 2022 APWA GSP, Option B)

Delete the first paragraph, and replace it with the following:

Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the Contract. When the accepted quantity of work performed under a unit item varies from the original proposal quantity, payment will be at the unit contract price for all work unless the total accepted quantity of any contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for Contract Work may be adjusted as described herein.

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request

shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.12 Final Acceptance

(March 2023 COA GSP)

Delete this section and replace it with the following:

The following events must occur before the City will issue Final Acceptance:

- a. The physical Work on the project must be complete and accepted by the Project Manager; and
- b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
 - i. Invoices for all Work;
 - ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
 - iii. Any additional documentation required by the Contract.

The Contractor must perform all the obligations under the Contract before a Completion Date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the Contract shall not bar the Contracting Agency from unilaterally accepting the Contract as provided in [Section 1-09.9](#). The Contracting Agency accepts the completed Contract and the items of Work issuing a Notice of Final Acceptance signed by the Public Works Director. The issue date of the Notice of Final Acceptance the acceptance date. Progress estimates or payments shall not be construed as acceptance of Work under the Contract.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against all claims or loss resulting from the failure of the Contractor or subcontractors to pay all laborers, mechanics, subcontractors, material persons, or others who provides labor, supplies, or provisions for carrying out the Work or for payments required for unemployment compensation under [Title 50 RCW](#) or for industrial insurance and medical aid required under [Title 51 RCW](#).

Final acceptance shall not constitute acceptance of unauthorized or defective work or material. The Contracting Agency shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of all unauthorized or defective work or material or from recovering damages for any such work or material.

Add the following new section:

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

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. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency'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 Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-06 CONTROL OF MATERIAL

1-06.1(4) Fabrication Inspection Expense
(June 27, 2011 AWWA GSP)

Delete this section in its entirety.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.9(5)A Required Documents

(December 30, 2022, APWA GSP)

This section is revised to read as follows:

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(December 30, 2022 APWA GSP)

(March 2023 COA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the 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 below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency 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 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier 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 all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. 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 Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the

responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

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.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and

6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

(December 30, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

1-08.7 Maintenance During Suspension
(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

1-08.9 Liquidated Damages
(March 3, 2021, APWA GSP, Option B)

Revise the fourth paragraph to read:

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 MEASUREMENT AND PAYMENT

(2022 WSDOT GSP)

Delete this section and replace with the following:

1-09.1 Scope

- A. This section defines Measurement and Payment for this project.

1-09.2 Measurement of Quantities

- A. Measurement for all items shall be as indicated in these Specifications for unit price and lump sum price bid items. Bid items are outlined in detail in this Section.

1-09.3 Payment

- A. Payment will be the unit price multiplied by the measured quantity. Lump sum payment will be paid at the price indicated on the Bid Form. Bid items are outlined in detail in this Specification Section.
- B. No separate payment shall be made for any Work item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of Work.
- C. All other Work required to complete the Work specified in the contract documents, but not indicated specifically as a pay item, shall be considered necessary and incidental work.

1-09.4 Schedule of Bid Items

The following is a list of bid items for the project. The contract price for each item constitutes full compensation for furnishing all equipment, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the various bid items in accordance with the Contract Documents. Payment for each item shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. If a particular item of work shown on the Plans or described in Specifications is not described in a specific bid item, this item of work shall be considered as incidental to the work and the costs for this work shall be merged into the various respective bid items.

A. Minor Changes

1. Measurement: Shall be calculated for each unit.
2. Payment: Payment or credits for field changes may be made under the Bid Item "Minor Changes". At the discretion of the City, this procedure for changes may be used in lieu of the more formal procedure as outlined in the Section 1-04.4, Changes. The Contractor will be provided a copy of the completed order for Minor Change. The agreement for the Minor Change will be documented by signature of the Contractor or notation of the verbal agreement. If the Contractor disagrees with anything required by the order for Minor Change, the Contractor may protest the order as provided in the Section 1-04.5.
3. For the purpose of providing a common Proposal for all Bidders, the City has entered an amount for "Minor Changes" in the Proposal to become part of the total Bid by the Contractor.

B. Mobilization, Cleanup & Demobilization

1. Description

a. Mobilization: The work to be performed includes the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the project; for premiums on bonds and insurance for the project and for all other work and operations which must be performed, or costs incurred before beginning work on the various contract items.

b. Demobilization: At the end of the project includes removal of tools, materials, equipment and facilities used by the Contractor during construction; final cleanup that consist of complete restoration of the project site to pre-existing conditions. This pay-item shall also include the final clean-up if the site and restoration of all property not designated for alteration by the Contract Documents.

2. Measurement shall be by lump sum.
3. Payment: Mobilization, Cleanup, and Demobilization will not be measured for payment. The original contract bid amount for "Mobilization, Cleanup and Demobilization" shall not be adjusted, although the Contractor may have, for any reason, shut down the Work on the project or moved equipment away from the project and then returned.
4. Partial payments will be made as the Work progresses as follows:
 - a. When 5% of the total original contract amount is earned from other pay items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.
 - b. When 10% of the total original contract amount is earned from other pay items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.
 - c. Upon completion of all Work on the Project, payment of any amount bid for Mobilization in excess of 10% of the total original contract amount will be paid.

C. Temporary Traffic Control

1. Description: See Section 1-10.1(2) (January 10, 2022 WDOT GSP)
2. Measurement shall be by lump sum per 1-10.4(1) (January 10, 2022 WDOT GSP)
3. Payment: See Section 1-10.5(1) (January 10, 2022 WDOT GSP)

Progress payments for the lump sum item "Temporary Traffic Control" will be made as follows:

The Contracting Agency will pay 30 percent of the bid amount with the first progress payment to cover initial costs incurred. Seventy percent of the bid amount will be paid on a monthly basis as a percentage of the contract working days worked to date.

D. Erosion Control and Water Pollution Control

1. Measurement: Shall be measured by lump sum.
2. Payment: The price bid for Erosion Control and Water Pollution Control will include all costs for managing construction materials and pollutants generated during the work, temporary stormwater and erosion control measures, site maintenance to keep a clean site free of debris, protection of surface waters, wetlands, and ditches from contamination by the work as further described at 8-01.

E. Spill Prevention, Control, and Countermeasures Plan

1. Measurement: Shall be measured by lump sum.
2. Payment: The price bid for "SPCC Plan" shall be full pay for all costs associated with creating and updating the accepted "SPCC Plan", and all costs associated with the set up of prevention measures and for implementing the current SPCC Plan as required by 1-07.15.

F. Protruding Side Service Removal

1. Measurement: Shall be measured per each.
2. Payment: The price bid for "Protruding Side Service Removal" shall be full pay for all cost associated with the grinding of protruding laterals as required to facilitate lining as further described in Section 7-20.

G. CIPP - Sewer Main, _-Inch Diameter

1. Measurement: Payment shall be measured by linear foot from the upstream manhole inside wall to the downstream manhole inside wall. Where access pits are excavated, measurement will extend to the nearest face of the access pit. Measurement will not include the length of the pit.
2. Payment: The lump sum contract price for CIPP - Sewer Main _-Inch Diameter, shall include all costs for the labor, material, and equipment for installation and curing of cured in place pipe, all host

pipe cleaning and root removal, removal of hanging gaskets required to facilitate lining, CCTV inspections required to investigate the sewer prior to lining and during the work, Pre-CCTV inspection, post-CCTV inspection, bypass pumping of mainline and lateral flows, and field sample testing, as shown on the Plans and as further described in Section 7-20. Coordination with the sewer customers is incidental to this bid item.

Payment shall be made per the measured length of CIPP installed and accepted.

H. Reinstating Service Connections

1. Measurement: Shall be measured per each.
2. Payment: The price bid for "Reinstating Service Connections" shall be full pay for all costs associated with reinstating active side sewer laterals unless otherwise directed by the project manager or authorized representative of the City as further described in section 7-20.7(7).

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Venue for Litigation

(December 20, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS AND CONDUITS
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7-20 CURED-IN-PLACE PIPE**New**

This Section is added as follows:

(*****)

7-20.1 Description

This section specifies UV Cured-in-Place Pipe (CIPP) lining of sanitary sewers as shown on the Plans. The sanitary sewers are lined with a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline and expanded with the use of air pressure to tightly fit against the existing pipeline. The resin shall be cured using exposure to ultraviolet (UV) light while under pressure within the tube. The Cured-In-Place Pipe (CIPP) will be seamless, jointless, tight fitting and continuous from manhole to manhole. All sewer services are reinstated from the sewer main using a robotic cutter, with no excavation.

7-20.2 Referenced Standards

The following references form a part of this specification to the extent stated herein and shall be the latest editions thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

- ASTM D578: Standard Specification for Glass Fiber Strands
- ASTM D790: Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
- ASTM F1216: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
- ASTM F1743: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of a Cured-in-Place Thermosetting Resin Pipe (CIPP)
- ASTM F2019: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Glass Reinforced Plastic Cured-in-Place (GRP-CIPP) Using UV-Light Curing Method
- ASTM D2990: Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
- ASTM D5813: Standard Specification for Cured-in-Place Thermosetting Resin Sewer Piping Systems
- ASTM C1107: Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

7-20.3 Qualifications

The installer shall have at least three years active experience in the installation of the product proposed for installation and have successfully installed at least 50,000 linear feet of the product in wastewater collection systems. The installer must be fully licensed and certified by the manufacturer of the CIPP product system. The Contractor shall submit a list of qualifications and work history for the installer company, the field superintendent who will be on site for the duration of the project, and the robotic cutter operator who will reinstate the services meeting the following requirements:

A. Superintendent

The superintendent will have experience with the specific liner system and cure type proposed and have installed a minimum of 30,000 feet of the proposed liner system within host pipes with inside diameter in the range of 6-inch to 24-inch. The superintendent shall also have at least one year of sewage bypass experience.

B. Robotic Cutter Operator

The Robotic cutter operator responsible for reinstating sewer services shall have a minimum two years of experience reinstating services on CIPP lining projects and served as the robotic cutter operator for a minimum of 10,000 feet of CIPP installed in sewer mains.

7-20.4 Pre-Work Submittals

Provide detailed submittal information as described below.

- A. Installer, superintendent, and robotic cutter operator qualifications. Provide project name, project date, project location, liner size, footage installed, project Owner and current contact information for a project representative familiar with the work performed.
- B. Describe the plan for CIPP lining of the existing sanitary sewers shown on the Plans. Include descriptions of the equipment that will be used for insertion and curing. Describe the sequence of operations including pre-CCTV, cleaning, bypass, traffic control, liner insertion, curing, lateral reinstatement, and post-installation CCTV.
- C. Identify high flow service laterals such as apartments with multiple residents, business offices, or community centers and clubs will and describe how flow from each of these identified services will be managed to facilitate lining and SCS installation.
- D. Describe the proposed cleaning plan for each sewer segment including the sequence of operations, equipment, water use, and disposal plan.
- E. Name of resin supplier and liner tube supplier. Provide shop drawings, catalog data, manufacturer's technical data showing information on the liner and resin material composition, chemical and physical properties, and dimensions of the liner. Include the manufacturer's recommendations for storage, temperature control, handling, installation procedures, curing procedures, lateral reinstatement methods, and finishing.
- F. Contractor shall submit calculations demonstrating that the CIPP is designed in accordance with these specifications and the proposed wall thickness and physical properties of the liner meet the design criteria specified herein. Include all design assumptions and equations. Calculations shall indicate the required CIPP thickness and be signed, stamped, and dated by a Professional Engineer licensed in the State of Washington.
- G. Location and method for impregnating the liner tubing with resin.
- H. Recommended curing schedule provided by the resin manufacturer.
- I. Provide a lining schedule detailing when the work will begin and the order of sewer segments to be lined.
- J. Describe method for marking the service locations and accurately positioning the robotic cutter when reinstating the services.
- K. Describe the procedure for sealing the ends of each liner with non-shrink grout as specified herein.
- L. Manufacturer's certification that all materials comply with the specifications, codes, and standards referenced herein.
- M. Certified test results on all lining materials showing that the product proposed for use meets the requirements for initial structural properties.
- N. Provide installer license and certification by the manufacturer of the CIPP product system.
- O. Name and certification of independent testing laboratory proposed for structural testing. Provide a sample chain of custody form that will be used.
- P. Applicable specifications on all lining materials and resins.
- Q. Material Safety Data Sheets for resins, hardeners, catalysts, solvents, and all other compounds or chemicals to be used on the job site.
- R. Spill Prevention, Control, and Countermeasures (SPCC) Plan.
- S. Sample Public Notification doorhanger.
- T. Submit field documentation, CCTV footage, and field records as specified herein.
- U. Emergency Plan detailing action plan in the event a sewer service(s) cannot be reinstated using standard operations within the allowable timeframe.

7-20.5 Design Criteria

Provide a CIPP system which meets or exceeds the minimum properties specified herein. The CIPP shall be designed per ASTM F1216 Appendix X1. The CIPP design shall assume no bonding to the host pipe wall. At a minimum, the thickness shall be calculated using the following design criteria:

- A. Fully deteriorated host pipe condition
- B. Long Term Properties: 50-year
- C. Ovality: 3%
- D. AASHTO HS-20 Live Loading
- E. Soil Density above pipe crown: 120 PCF
- F. Modulus of Soil Reaction: 700 PSI
- G. Groundwater: At the ground surface above the pipe

- H. Enhancement Factor: 7
- I. Flexural Strength Retention: 50% of initial, or as demonstrated by 3rd party testing.
- J. Flexural Modulus of Elasticity Retention: 50% of initial, or as demonstrated by 3rd party testing.
- K. Design safety factor: 2.0

7-20.6 Materials

CIPP products submitted for approval must provide Third Party Test Results performed by an independent lab supporting the long-term performance, structural strength, and corrosion resistance of the product. No product shall be approved without independent third-party testing. Minimum required third party test results that will be submitted shall be per ASTM D2990 to establish the long-term creep reduction factor to be used in the calculation of liner thickness and per ASTM D5813 to determine acceptable corrosion resistance performance.

7-20.6(1) Liner Tube

- A. Tube – The sewn Tube shall consist of one or more layers of absorbent corrosion resistant fiberglass laminate, and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813, ASTM F2019, ASTM D578. The Tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
- B. The wet-out Tube shall have a uniform thickness that when compressed at installation pressures meets or exceeds the Design thickness.
- C. The Tube shall be sewn to a size that will tightly fit the internal circumference and length of the host pipe. Allowance should be made for circumferential stretching during pressurization. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be allowed.
- D. The outside layer of the Tube (before wet-out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) procedure. The outer layer of the wet-out resin and liner system shall protect the resin from prematurely activating in the presence of potential ambient UV-light encountered during transport and handling.
- E. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be allowed.
- F. The wall color of the interior pipe surface of CIPP shall be light reflective so that a clear detailed examination with closed circuit television inspection equipment may be completed after installation.
- G. Seams in the Tube shall be stronger than the non-seamed Tube material.
- H. The outside of the Tube shall be marked for distance at regular intervals that are not to exceed 5 feet along its entire length. Markings shall include the Manufacturers name or an identifying symbol.

7-20.6(2) Resin

Resin – The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP wall thickness for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification. The resin shall be designed to cure by exposure to UV light. Sufficient additional resin shall be used to ensure that the cured liner meets the design thickness after compensating for resin migration into cracks, holes, joints or other pipe defects.

7-20.6(3) CIPP Structural Requirements

- A. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.
- B. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade such that the layers would separate cleanly, or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, the work may be rejected by the Owner.
- C. Chemical Resistance – The CIPP shall meet the chemical resistance requirements of ASTM D1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that the CIPP samples with and without plastic coating meet these chemical testing requirements.

D. The cured pipe material (CIPP) shall conform to the structural properties, as listed below:

UV Cured CIPP

<u>Property</u>	<u>Test Method</u>	<u>Minimum</u>
Initial Flexural Modulus of Elasticity	ASTM D-790	750,000 psi
Initial Flexural Strength	ASTM D-790	6,500 psi

7-20.7 Construction Requirements

7-20.7(1) Public Notification

The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a sewer service will be off-line, the maximum amount of time of no service shall be 8 hours for any property served by the sewer between 8 AM – 5:30 PM (Monday – Friday). No service interruption on weekends or holidays. A public notification program shall be implemented, and shall at a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- A. Written notice to be delivered to each home or business at a minimum of 3 days prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor shall be provided to allow discussions of the project or any problems which could arise.
- B. The Contractor shall make personal contact with the occupants of any home or business which cannot be reconnected within the time stated in the written notice.

7-20.7(2) Cleaning and Inspection

7-20.7(2)A Cleaning

Cleaning shall remove all deleterious material within the sewer, including sand, gravel, grease, roots, mineral buildup on the pipe wall. The Contractor shall remove all internal debris from the sewer line that will interfere with the installation of CIPP using high pressure water or abrasive techniques as required. All material greater than a #8 sieve size will be collected at the downstream manhole and removed from the sewer system.

7-20.7(2)B Inspection

The Contractor shall conduct a pre-installation and post-installation CCTV inspection and provide inspection records showing both the pre- and post-installation conditions including restored connections. The Contractor shall schedule the CCTV inspection such that the Engineer can be present to observe the work. All defects discovered during the post-installation CCTV inspection shall be corrected by the Contractor at no expense to the Owner. After the defects, if any, are corrected, the affected segments shall be re-inspected using CCTV. All television camera inspections indicated in these specifications shall be digitally stored. All work and materials associated with Television Inspection and Data storage identified for CIPP shall be included in and considered incidental to CIPP installation. Digitally stored TV inspection data shall meet the following minimum requirements:

- A. Image
 - 1. Color.
 - 2. Minimum resolution: 720 x 480
 - 3. Minimum bitrate: 128 kb/s
- B. Opening Screen:
 - 1. Date of inspection.
 - 2. Pipe structure identification number.
 - 3. Upstream and downstream node identification numbers.
 - 4. Normal (upstream to downstream) or reverse (downstream to upstream) survey direction.
 - 5. Pipe size and material.
- C. Continuous View:
 - 1. Current distance along reach (tape counter footage).

D. Audio:

1. Description of inspection setup, including related information from log form.
2. Unusual conditions.
3. Operation changes (e.g., remove roots and restart inspection at footage prior to root removal).
4. The audio portion of the composite recording shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report.

E. Video File Labeling:

1. Project Name and Segment.
2. Date of Inspection.
3. Inspection Company.
4. Inspection limits identified by beginning and ending structure number.
5. Indicate pre- or post- cleaning or installation.

Visual inspection of the CIPP shall be in accordance with NASSCO's Pipeline Assessment and Certification Program (PACP).

7-20.7(2)C Cleaning & Inspecting Submittals

- A. The Contractor shall submit a confirmation of the length of CIPP and the existing pipe diameter upon completion of cleaning and inspection. Any costs associated with incorrect material orders placed prior to field confirmation by the Contractor shall be at the Contractors expense.
- B. After cleaning and inspection of the pipe to be lined by the contractor, the Contractor shall submit a written "Tabulation of Pipe Sections" prior to CIPP installation. This tabulation shall at a minimum identify:
 1. Line Identification corresponding to Bid Schedule
 2. Start and end point of contractor identified repair section (if any) that references distance from SSMH at end or beginning of line and reason for repair required.
 3. Note any barrier to lining, special conditions, or repairs which need to be accounted for in the installation work plan.

7-20.7(3) Protruding Side Service Removal

The Contractor shall remove the excessive portion of existing side service pipes that protrude within the main pipe to be lined to facilitate successful installation of the CIPP.

- A. Protruding side service pipes shall be removed by the Contractor to a point approximately flush with the inside surface of the pipe to be lined with CIPP.
- B. The Contractor shall utilize a remote-controlled cutting device, monitored by a video TV camera to remove the protruding side service. The surface of the side service shall be prepared to allow the CIPP installation to form a watertight seal.
- C. Material removed by the contractor during Protruding side service removal greater than a #8 sieve shall be recovered and collected by the contractor at the downstream manhole. All material, manpower, equipment, or other costs incurred by the Contracting agency to remove material introduced to the system by the contractor will be at the Contractors expense.
- D. No additional payment will be made for excavations for the purpose of repairing the main or side service pipe resulting from the Contractors work and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
- E. Prior to beginning installation of CIPP, the Contractor shall provide video footage to the Engineer for review of each protruding side service removed, meeting the video requirements of these specifications.

7-20.7(4) Hanging Pipe Gasket Removal

The Contractor shall remove any part of the existing pipe rubber gaskets that protrude within the main pipe to be lined to facilitate successful installation of the CIPP.

- A. Hanging gaskets shall be removed by the Contractor to a point approximately flush with the inside surface of the pipe to be lined with CIPP.
- B. The Contractor shall utilize a remote-controlled cutting device, monitored by a CCTV to remove the hanging gasket. The surface of the remaining pipe shall be smooth enough to allow CIPP to be installed to form a watertight seal.

- C. Material removed by the Contractor during hanging pipe gasket removal shall be recovered and collected by the Contractor at the downstream manhole. All material, manpower, equipment, or other costs incurred by the Contracting agency to remove material introduced to the system by the contractor will be at the Contractors expense.
- D. No additional payment will be made for excavations for the purpose of repairing the main or side service pipe resulting from the Contractors work and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.

7-20.7(5) Temporary Sewer Bypass

The Contractor shall provide Temporary Sewer Bypass of the sewer main, and if deemed necessary by Contractor, of the sewer lateral as required for acceptable completion of the liner installation.

- A. The Contractor shall pump existing sanitary sewer flows around the area of Work anytime flows are collecting at a manhole. No backup or storage of flow in any upstream pipe segments is allowed. The required length of pumping shall be sufficient to allow the work to be completed and for each length of sewer main to be lined. Bypass pumping shall be done in a manner as to not damage private or public property or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is protected from traffic. Pumps used for the temporary sewer bypass shall be capable of passing solids and other materials typically found in wastewater flows. All bypass pumps shall also be critically silenced.
- B. The Contractor may, upon Engineer approval, have the option to do part of the sections of the work at night. If night work is elected, the Contractor shall be responsible for all necessary lighting, extra equipment, and personnel needed to complete the work.
- C. Temporary bypass systems must be removed and normal sewer flow resumed at the end of the Contractor's working shift. No bypass during off-shift hours shall be allowed.
- D. Typical flow rates through the sewer mains to be lined range between 10 GPM, (dry weather nighttime flow), to peak flows of 50 GPM. Two pumps shall be supplied, both individually capable of pumping the above stated flows the required distances and against the required elevation head. One shall be designated as the primary pump, and the second shall be a back-up pump. Pumps used for the temporary sewer bypass shall be capable of passing solids and other materials typically found in wastewater flows.
- E. The required distance of pumping and elevation head is the responsibility of the contractor and shall be sufficient to allow for the work to be completed for each sewer main to be lined.
- F. The pump around shall occur from any sanitary sewer manhole upstream of the work being performed. The pump discharge shall be to any sanitary sewer manholes downstream of the work being performed. No bypassing to the ground surface, receiving waters, or any circumstance which results in groundwater contamination or potential health hazards shall be permitted. The distance to be pumped may vary depending on the route chosen by the Contractor and shall be confirmed by the Contractor, and the pumps sized accordingly. No bypass pumping is allowed overnight unless night work is requested 2 weeks prior and approved by the City. Regular sewer flows shall be reinstated through the lined pipes as soon as the work allows and regular sewer flows must be reinstated at the completion of the working shift.
- G. The Contractor shall designate a person to oversee the pumps during their operation. This person shall be on site at all times while the temporary sewer bypass is occurring and shall continually monitor the pump operation. The individual shall be familiar with the operation of the pumps and shall be capable of switching between pumps if necessary, refueling the pumps, etc. Monitor the upstream and downstream manholes at a minimum, and checking regularly for flow backup and obstructions.
- H. The Contractor shall take all necessary precautions to prevent an uncontrolled spill of untreated wastewater or discharge to the waters of the State. Should a spill or discharge occur as a direct result of the Contractor's actions, the Contractor shall be responsible for all clean-up, restoration and fines or penalties incurred from regulating authorities as a result of the spill or discharge.
- I. The Contractor is responsible for maintaining sewer service to all connections upstream of the proposed work at all times until the project is complete and accepted by the Owner.
- J. Bypass pumping hose shall be located in such a manner that it causes the least disruption to traffic and driveway access.
- K. All hoses crossing the roadway, driveways or otherwise conflicting with traffic shall be protected with approved heavy-duty hose ramps or road ramps. Hose and road ramps shall be signed accordingly with reduced speed limit warnings and bump signs.

7-20.7(6) CIPP Installation

CIPP installation shall be in accordance with ASTM F1216 ASTM F1743, and ASTM F2019 and as follows:

- A. Resin Impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction.

After vacuum in the tube is established, a vacuum point shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer uses an alternate method of resin impregnation, the method must produce the same results, be a proven method, and is subject to approval by the Engineer.

- B. Tube Insertion – The wet-out Tube shall be positioned in the pipeline using a power winch and care should be exercised not to damage the Tube as a result of pull-in friction. The Tube should be pulled-in an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
 - 1. The Tube shall be made to form to the channel through the manholes to the greatest extent possible, to minimize friction and catch points and ensure a smooth transition through manholes.
- C. Curing shall be accomplished by utilizing UV light in accordance with the manufacturer's recommended cure schedule.
- D. Maintain internal pressure as defined by the manufacturer and to have sufficient hold of the liner tight to the pipe wall. The pressure shall be sufficient to prevent infiltration from entering the pipeline during the curing process and maintained long enough to allow pockets of water to exfiltrate through the host pipe to prevent lifts and resin washout.

7-20.7(7) Reinstating Service Connections

The Contractor shall be responsible for reinstating all service connections to the CIPP lined pipe as identified by these specifications:

- A. After the CIPP has cured, the Contractor shall reinstate only active side sewer laterals unless otherwise directed by the project manager or authorized representative of the City.
- B. Reinstating service lines shall occur from within the sewer main, utilizing a remote controlled cutting device monitored by a video TV camera and shall not include excavation.
- C. The Contractor shall provide a full-diameter connection between the main and the lateral that is free from burrs or projections and with a smooth and crack-free edge. The connection hole shall be a minimum of 95 percent of the original service connection diameter. The invert of the service connection shall match the bottom of the reinstated service opening with no lip between the lateral and the liner material.
- D. The Contractor shall have a minimum of two complete working cutters on site before each CIPP installation and shall maintain spare parts for the cutters on site.
- E. All material greater than a #8 sieve size will be recovered by the contractor at the downstream manhole of where it shall be cut and collected by the Contractor. All material, manpower, equipment, or other costs incurred by the Contracting agency to remove material or repair damage caused by misplacement of the robotic cutter will be at the contractor's expense at no cost to the Owner.
- F. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
- G. In the event that the side services are not reinstated in a timely manner, an emergency plan shall be implemented.
- H. Any misplaced cuts made by the robotic cutter during reinstatement will be repaired using approved materials and a remotely installed repair method from within the sewer main.

7-20.7(8) CIPP End Seal and Endpoints

The Contractor shall install a hydrophilic end seal at both ends of each lined segment within 5 feet of the manhole: LMK Insignia Gasket Seal or equal. Seal shall be installed to serve as a water stop between the host pipe and CIPP liner.

The Contractor shall extend CIPP 1-inch into the manhole channel. Install non-shrink grout around CIPP lip to the manhole wall and channel to provide a smooth, water tight transition into the manhole wall and channel. The Contractor shall use non-shrink cementitious grout materials as recommended by the CIPP manufacturer which conforms to ASTM C1107.

7-20.7(9) Quality Assurance

- A. The Engineer may inspect and test the liner or its materials at the factory before delivery to site or while in storage. The Engineer shall be given full access to inspect wet-out procedures.
- B. The finished CIPP shall be continuous over the entire length of an insertion run between two manholes or access points and shall be free from visual defects including but not limited to foreign inclusions, dry spots, pinholes, and delamination.
- C. Wrinkles in the finished CIPP greater than five percent of the pipe diameter are unacceptable and shall be removed and repaired by the Contractor at no cost to the Owner. Methods of repair shall be proposed by the Contractor and submitted to the Engineer for review and approval.

7-20.7(10) Testing

All material testing for CIPP shall be performed by a registered, independent, third-party laboratory. All costs associated with testing shall be incidental to CIPP installation at no cost to the Owner.

- A. CIPP Field Samples – Samples for this project shall be either restrained sample or flat plate samples made and tested as described in Sections 7 and 8 of ASTM D5813. Flat plate samples are allowed only if restrained samples cannot be removed through the manhole.
- B. Collection and testing of 1 sample per wet-out section or crate of liner is required.
- C. CIPP Field Sample Monitoring:
 - a. The contractor shall coordinate with the Owner to allow an Owner's Representative to be present during sampling.
 - b. Each sample taken for testing shall be identified with the following minimum information;
 - i. Sample Date
 - ii. City & State sample was taken
 - iii. Start and end structure
 - iv. Location sample was taken
 - c. At the discretion of the Owner, an Owner representative shall witness the packaging of sample(s) within a pre-addressed container with pre-paid postage for delivery to the testing site. All shipping of samples shall be at no cost to the Owner.
 - d. Owner representative will witness drop off or collection of the samples by the testing agency with a contractor representative.
- D. The flexural properties of samples must meet or exceed the values listed herein or cited in product data and used in the design of the minimum CIPP wall thickness.
- E. Wall thickness of samples shall be determined as described in paragraph 8.1.2 of ASTM D 5813. The minimum wall thickness at any point shall not be less than 87.5% of the calculated design thickness and the average wall thickness will not be less than the submitted calculated minimum required wall thickness.

7-20.7(11) Work Product Submittals

Upon completing each CIPP installation and reinstating side services the Contractor shall submit the following;

- A. Post-installation CCTV inspection records in electronic format. The Engineer will review the recordings to determine if CIPP installation is acceptable.
- B. Construction Data:
 - 1. Field data sheets (curing logs) showing pipe section, time, pressure, and temperature during activation, heating, curing, and cool down. Data shall be collected and recorded at maximum 15-minute intervals throughout the recommended curing time.
 - 2. Wet-out logs describing volume of resin impregnated into the Tube.
 - 3. CIPP Field Samples results from independent third-party testing agency.
- C. Manufacturer's or Assembler's certification that all Manufacturer's or Assembler's wetout recommendations have been followed. Provided at the end of the project.

**DIVISION 8:
MISCELLANEOUS CONSTRUCTION**

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

8-01.3(1) General
(2022 WSDOT GSP)

Supplement this Section with the following:

- A. All pollutants that occur on-site during construction shall be handled and disposed of in a manner that does not cause contamination of storm water or ground water.
- B. Conform to the regulations and requirements of legally authorized surface water management agencies.
- C. Be responsible for the overflow of any storm drains resulting from the addition of flow from Contractor's activities and any damages associated with such overflow.
- D. Conduct operations in such a manner as to prevent sediment, construction equipment wash water, and other pollutants from reaching existing sewers, storm drains, wetlands, and surface waters.
- E. Prevent additional construction wastes such as paper, wood, garbage, sanitary wastes, and fertilizer from leaving the site and entering waterways. Dispose of all debris on land in such a manner that it cannot enter a waterway or cause water quality degradation.
- F. Keep the work site, including staging areas and the Contractors' facilities, clean, neat and free from rubbish and debris.
- G. Remove materials and equipment from the site when they are no longer necessary.
- H. Upon completion of the work, clear the work site of equipment unused materials, and rubbish to present a clean and neat appearance.
- I. Do not allow waste material to remain on the site of the work or on adjacent streets. Collect, carry off the site and legally dispose of such materials daily.
- J. Handle paints, solvents, resins, and other site materials with care to prevent entry of contaminants into storm drains, surface waters, or soils.
- K. Unless otherwise indicated, restore ground surface to its pre-construction conditions. Restore disturbed areas by replanting or repaving as soon as practical.
- L. Use sealed trucks for the removal of all contaminated, running, or flowing spoils from the construction site.
- M. Prevent dirt and dust from escaping trucks departing the work site by covering dusty loads, washing truck tires before leaving the site, and other reasonable methods.
- N. When trucks and other equipment are used on paved streets, parking lots, and driveways, clean the pavement no later than at the end of each day's operations and at such additional interim periods as required.
- O. All streets in the construction area used by the Contractor's trucks or any other equipment shall be kept clean and free of debris and deleterious material.
- P. Violations of the above requirements are sufficient grounds for the Owner's Representative to order the streets in question to be cleaned by others with all cost withheld from the Application for Payment.
- Q. No solid material or soils shall enter catch basins, roadside ditches, or other storm drainage facilities.
- R. The use of water is not acceptable as a substitute for sweeping to remove dust and debris buildup.
- S. The Contractor is responsible for all fines incurred from non-compliance with regulations of governing authorities and shall be responsible for all damages and costs resulting from non-compliance with regulation or governing authorities. Submit all citations within seven days of receipt.

8-01.4 Measurement
(2022 WSDOT GSP)

Replace this Section with the following: Measurement per Section 1-09.

8-01.5 Payment
(2022 WSDOT GSP)

Replace this Section with the following: Payment per Section 1-09.

2023
SANITARY SEWER
LINE REHABILITATION

PART 4

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2023
SANITARY SEWER
LINE REHABILITATION

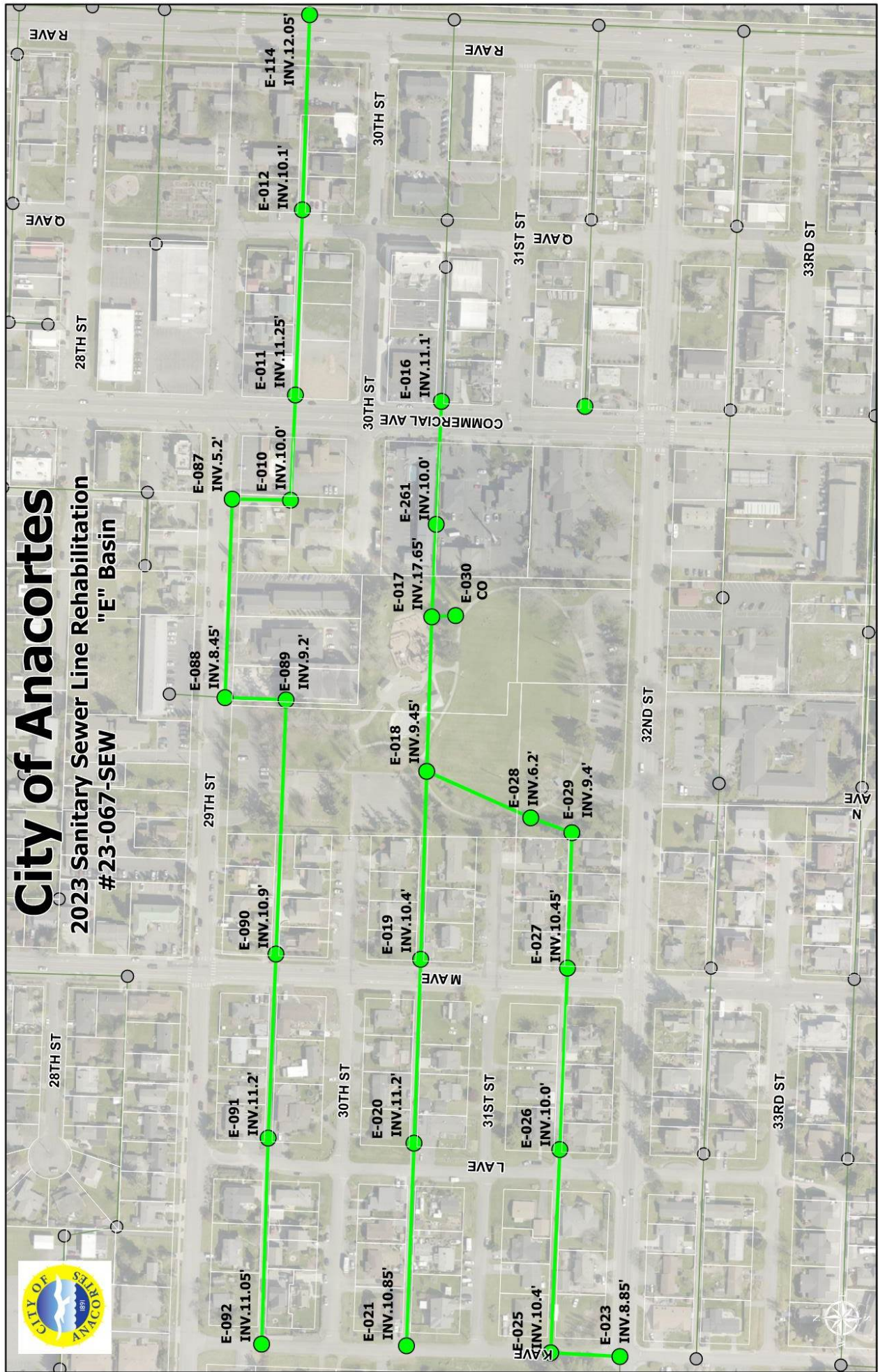
PART 5

CONTRACT PLANS

City of Anacortes

2023 Sanitary Sewer Line Rehabilitation "E" Basin

23-067-SEW

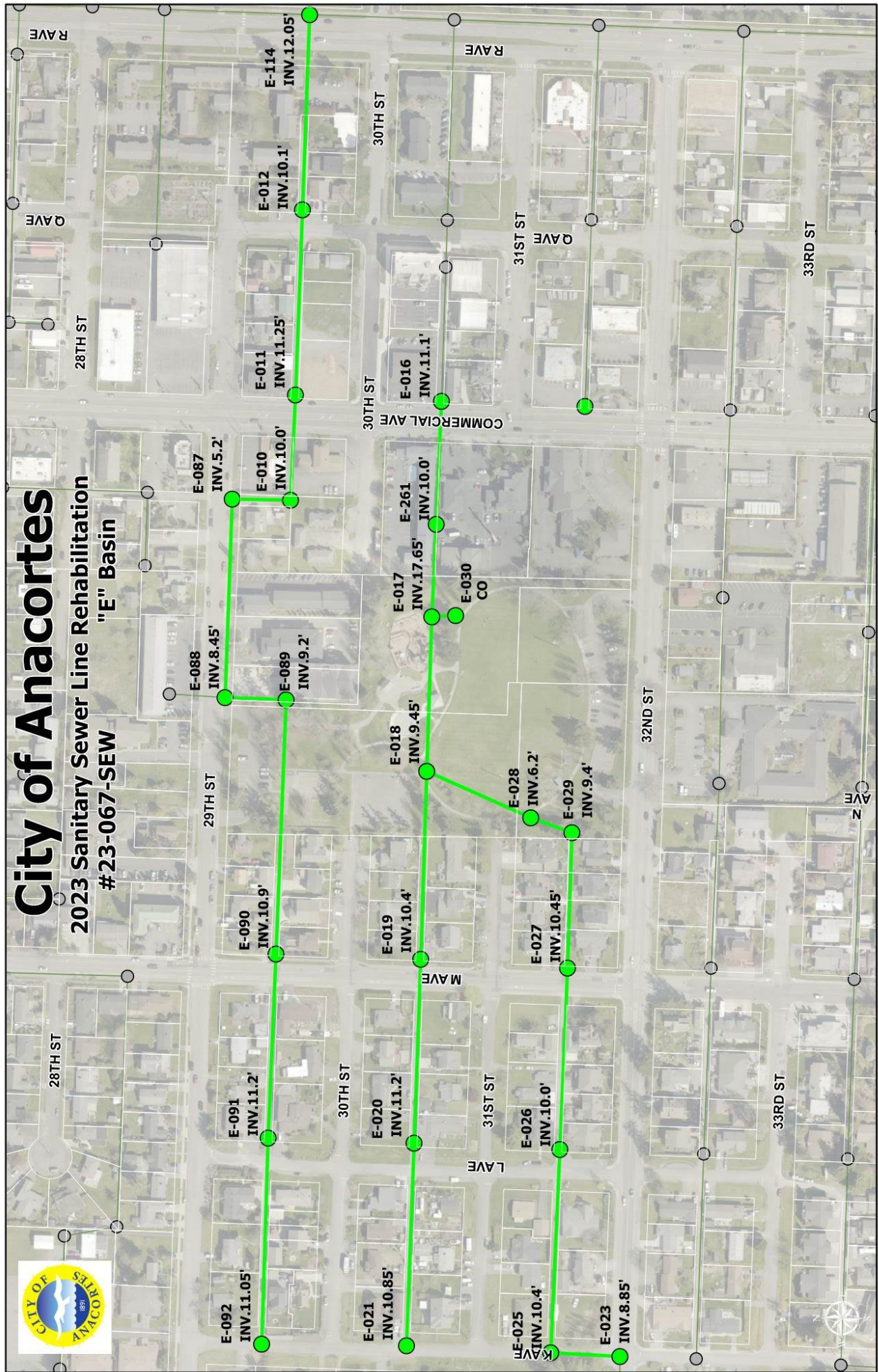


2023 Sanitary Sewer Line Rehabilitation "E" Basin Segment Data										
#	Segment ID	Diameter Inch	Material	Upstream Manhole	Rim to Invert	Downstream Manhole	Rim to Invert	8-inch linear Feet	Active Services	Protruding Services
1	SSE01208000272	8	CONC	E-012	10.1	E-114	12.05	399	7	0
2	SSE01108001010	8	CONC	E-011	11.25	E-012	10.1	378	4	0
3	SSE01008001063	8	CONC	E-010	10	E-011	11.25	215	2	1
4	SSE08708001064	8	CONC	E-087	5.2	E-010	10	119	2	0
5	SSE08808000219	8	CONC	E-088	8.45	E-087	5.2	406	0	0
6	SSE08908001755	8	CONC	E-089	9.2	E-088	8.45	125	1	0
7	SSE09008000244	8	CONC	E-090	10.9	E-089	9.2	520	6	1
8	SSE09108000245	8	CONC	E-091	11.2	E-090	10.9	376	7	3
9	SSE09208000231	8	CONC	E-092	11.05	E-091	11.2	421	0	1
10	SSE26108002028	8	CONC	E-261	10	E-016	11.1	252	4	0
11	SSE01708001062	8	CONC	E-017	17.65	E-261	10	189	2	0
12	SSE01808001060	8	CONC	E-018	9.45	E-017	17.65	316	1	0
13	SSE01908000240	8	CONC	E-019	10.4	E-018	9.45	384	8	2
14	SSE02008000229	8	CONC	E-020	11.2	E-019	10.4	376	8	0
15	SSE02108000230	8	CONC	E-021	10.85	E-020	11.2	414	7	1
16	SSE02808001059	8	CONC	E-028	6.2	E-018	9.45	233	0	0
17	SSE02908001058	8	CONC	E-029	9.4	E-028	6.2	89	1	0
18	SSE02708000243	8	CONC	E-027	10.45	E-029	9.4	277	8	1
19	SSE02608000242	8	CONC	E-026	10	E-027	10.45	371	7	0
20	SSE02508000241	8	CONC	E-025	10.4	E-026	10	416	7	1
21	SSE02308001057	8	CONC	E-023	8.85	E-025	10.4	142	0	0
							Total	6418	82	11

City of Anacortes

2023 Sanitary Sewer Line Rehabilitation "E" Basin

23-067-SEW



2023 SANITARY SEWER LINE REHABILITATION
BID OPENING DATE: APRIL 12, 2023

				IRON HORSE LLC		MICHELS CORPORATION		INSITUFORM		ALLIED TRENCHLESS	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	MC	Minor Changes	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	1	LS	Mobilization, Clean up and Demobilization	\$ 10,000.00	\$ 10,000.00	\$ 38,615.00	\$ 38,615.00	\$ 15,250.00	\$ 15,250.00	\$ 70,000.00	\$ 70,000.00
3	1	LS	Temporary Traffic Control	\$ 20,000.00	\$ 20,000.00	\$ 2,950.00	\$ 2,950.00	\$ 52,187.00	\$ 52,187.00	\$ 25,000.00	\$ 25,000.00
4	1	LS	Temporary Erosion/Water Pollution	\$ 2,500.00	\$ 2,500.00	\$ 620.00	\$ 620.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00
5	1	LS	SPCC Plan	\$ 2,500.00	\$ 2,500.00	\$ 570.00	\$ 570.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
6	11	EA	Protruding Side Service Removal	\$ 800.00	\$ 8,800.00	\$ 950.00	\$ 10,450.00	\$ 346.00	\$ 3,806.00	\$ 1,000.00	\$ 11,000.00
7	6418	LF	CIPP - Sewer Main 8-inch Diameter	\$ 57.00	\$ 365,826.00	\$ 68.00	\$ 436,424.00	\$ 71.00	\$ 455,678.00	\$ 80.00	\$ 513,440.00
8	82	EA	Reinstating Service Connections	\$ 100.00	\$ 8,200.00	\$ 507.00	\$ 41,574.00	\$ 717.00	\$ 58,794.00	\$ 1,000.00	\$ 82,000.00
SUBTOTAL					\$ 427,826.00		\$ 541,203.00		\$ 597,215.00		\$ 717,440.00
TAX					\$ 37,648.69		\$ 47,625.86		\$ 52,554.92		\$ 63,134.72
TOTAL BID					\$ 465,474.69		\$ 588,828.86		\$ 649,769.92		\$ 780,574.72



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Iron Horse LLC a private contractor at PO Box 1472, Fairview, OR 97024 (herein after referred to as "Contractor").

WITNESSETH:

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

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **2023 Sanitary Sewer Line Rehabilitation**, in accordance with and as described in the Small Works Invitation for Bid, Project No. PW-23-067-SEW-001. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

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

The Contractor for themselves and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

- II. **PRICE.** The Total Contract Price is **Four Hundred Sixty-Five Thousand Four Hundred Seventy-Four Dollars and Sixty-Nine Cents (\$465,474.69)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **by November 30, 2023**. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.**
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

VI. **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

Iron Horse LLC

Title

Title

Date



**2023 Sanitary Sewer Line Rehabilitation
#23-067-SEW-001
Attachment C – Bid Proposal**

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

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

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

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

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

The bidder further agrees, if awarded the contract, to begin work the working day following the date of the Notice to Proceed and to (a) achieve **Physical Completion by November 30th, 2023**, and (b) achieve **Contract Completion by December 30th, 2023**.

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

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

The work provided for this project will include all costs for materials, equipment, labor and related items to install approximately 6,418 LF of UV cured CIPP into existing 8-inch diameter sewer main, grinding 11 protruding side services, reinstating 82 service connections, sanitary sewer bypass pumping, traffic control and devices, property restoration and other miscellaneous items will also be necessary to complete the work all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	MC	MINOR CHANGES 1-04.4(1)	\$10,000.00 Allowance	\$10,000.00
2	1	LS	MOBILIZATION, CLEANUP AND DEMOBILIZATION 1-09.9	At \$ <u>10,000</u> Per Lump Sum	\$ <u>10,000</u>
3	1	LS	TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ <u>20,000</u> Per Lump Sum	\$ <u>20,000</u>
4	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ <u>2,500</u> Per Lump Sum	\$ <u>2,500</u>
5	1	LS	SPCC PLAN 1-07.15(1)	At \$ <u>2,500</u> Per Lump Sum	\$ <u>2,500</u>
6	11	EA	PROTRUDING SIDE SERVICE REMOVAL	At \$ <u>800</u> Per Each	\$ <u>8,800</u>
7	6418	LF	CIPP – SEWER MAIN 8-INCH DIAMETER	At \$ <u>57</u> Per Linear Foot	\$ <u>365,826</u>
8	82	EA	REINSTATING SERVICE CONNECTIONS	At \$ <u>100</u> Per Each	\$ <u>8,200</u>
SUBTOTAL					\$ <u>427,826</u>
SALES TAX (8.8%)					\$ <u>37,648.69</u>
TOTAL					\$ <u>465,474.69</u>

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges review of all Addenda through No. n/a

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 emailed to the vendor's email address as listed on the MRSC Vendor Roster listing.

BID DEPOSIT

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

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS: To report bid rigging activities call: 1-800-424-9071. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

BIDDER CERTIFIES

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

Name of Bidder: Iron Horse LLC

Contact Name: Carlie Moore

Mailing Address: PO Box 1472

City, State, Zip: Fairview, OR 97024

Business Telephone: (503) 674-0980 Cell Phone: (503) 849-5942

Email Address: carliem@ironhorsellc.com

Contractor's State License No: IRONHHL833BF

UBI Number: 604069635

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

(Corporate Seal)

Iron Horse LLC Managing Member
Name of Bidder Title

04/11/2023
Date

Carlie Moore
Signature of Bidder

carlie Moore
Print Name



City Council Agenda Bill

Meeting Date: April 24, 2023 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: 2023 Asphalt Overlay Project #22-291-TRN-001

Staff Contact(s): TIM HOHMANN, Henry Hash

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$753,185.85 to Lakeside Industries, Inc. to perform the 2023 Asphalt Overlay. The project provides for improvements within the right-of-way of the following streets including but not limited to asphalt planing, pavement repair, asphalt paving, painted and plastic traffic markings and other work.

The project includes the following streets:

- Skyline Way
- Sands Way
- Sandra Court
- Curtis Court
- Lea Place
- Parkside Drive

Background:

1. **History:** These roadways were selected for overlay based on the City Pavement Management Plan. The Pavement Condition Index (PCI) ratings along this corridor range from 69 to 0. The project will include milling existing asphalt, pavement repair of damaged pavement sections and asphalt overlay of existing pavement. New paint striping will be installed including stop bars, bike symbols and lane edge striping. Utility and pedestrian improvements have been reviewed and any required improvements will be completed along this corridor prior to beginning this paving project. The Access fiber system has been completed in this area and the water mains in this area were updated last year.
2. **Key Terms:**
 - Contract is for a fixed price of \$753,185.85.
 - Work shall start within Ten (10) Calendar days from the date of the

Notice to Proceed, and Physical completion shall be achieved within Twenty-Five (25) Working days after work commences.

3. Competitive Bidding: On March 29, 2023 the City [solicited bids](#) for the subject project and on April 13, 2023 a bid opening was conducted and 3 bids were received. Lakeside Industries, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$900,000 to \$950,000. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Lakeside Industries, Inc.
Contract Amount	\$753,185.85
Earmarked Funds	\$2,400,000.00
BARS #	104.720.542.30.41
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	25 working days

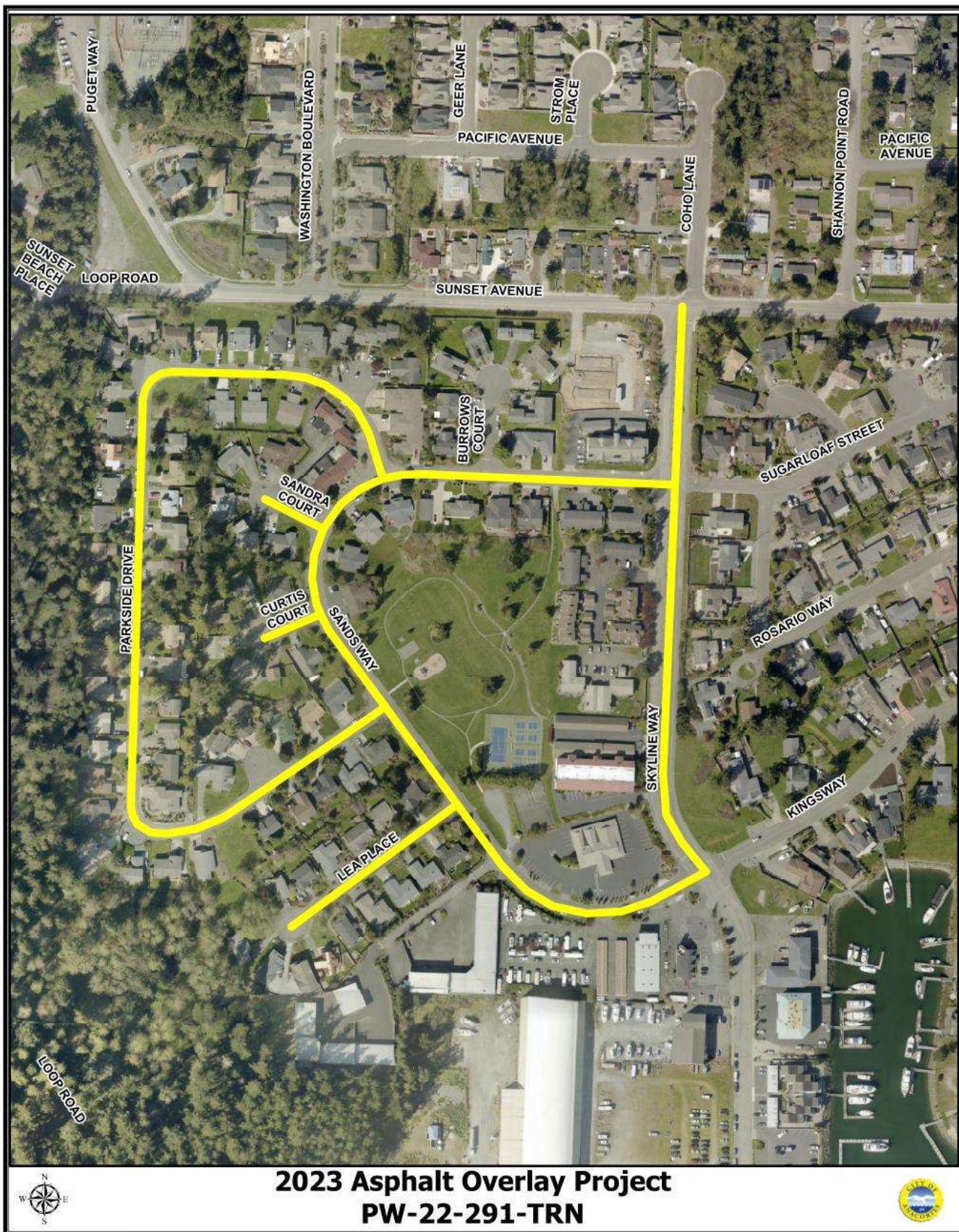
Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-291-TRN-001 with Lakeside Industries, Inc. in the amount of \$753,185.85 to perform the 2023 Asphalt Overlay.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Map
2. Bid_Tabulation_2023 Asphalt Overlay Project
3. 22-291-TRN-001



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

Bid Tabulation - 2023 Asphalt Overlay Project (22-291-TRN-001)				Low Bid Received From		2nd		3rd	
Bid Opening Date: April 13, 2023				LAKESIDE INDUSTRIES, INC.		GRANITE CONSTRUCTION CO.		JB ASPHALT	
No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LS	Mobilization	\$ 16,400.00	\$ 16,400.00	\$ 78,600.00	\$ 78,600.00	\$ 65,000.00	\$ 65,000.00
2	EST.	DOL	Force Account - Unanticipated Site Work	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	1	LS	SPCC Plan	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 350.00	\$ 350.00
4	1	LS	Project Temporary Traffic Control	\$ 62,100.00	\$ 62,100.00	\$ 84,300.00	\$ 84,300.00	\$ 115,000.00	\$ 115,000.00
5	47	EA	Inlet Protection	\$ 70.00	\$ 3,290.00	\$ 60.00	\$ 2,820.00	\$ 95.00	\$ 4,465.00
6	235	SY	2 Inch Depth Planing Repair	\$ 11.55	\$ 2,714.25	\$ 12.00	\$ 2,820.00	\$ 60.00	\$ 14,100.00
7	14,000	SY	Planing Bituminous Pavement	\$ 3.53	\$ 49,420.00	\$ 5.00	\$ 70,000.00	\$ 5.00	\$ 70,000.00
8	30	TON	HMA CL. 1/2 In. PG58H-22 for Pavement Repair	\$ 240.00	\$ 7,200.00	\$ 180.00	\$ 5,400.00	\$ 200.00	\$ 6,000.00
9	1,400	TON	HMA CL. 1/2 In. PG58H-22 for Prelevel	\$ 119.25	\$ 166,950.00	\$ 78.00	\$ 109,200.00	\$ 135.00	\$ 189,000.00
10	3,000	TON	HMA CL. 1/2 In. PG58H-22	\$ 114.00	\$ 342,000.00	\$ 122.00	\$ 366,000.00	\$ 125.00	\$ 375,000.00
11	EST.	DOL	Asphalt Cost Price Adjustment	\$ 5,798.00	\$ 5,798.00	\$ 5,798.00	\$ 5,798.00	\$ 5,798.00	\$ 5,798.00
12	32	EA	Adjust Manhole	\$ 850.00	\$ 27,200.00	\$ 370.00	\$ 11,840.00	\$ 950.00	\$ 30,400.00
13	46	EA	Adjust Valve Casing to Grade	\$ 515.00	\$ 23,690.00	\$ 162.00	\$ 7,452.00	\$ 700.00	\$ 32,200.00
14	33	EA	Adjust Monument Casing to Grade	\$ 325.00	\$ 10,725.00	\$ 190.00	\$ 6,270.00	\$ 700.00	\$ 23,100.00
15	8,000	LF	Paint Line	\$ 0.75	\$ 6,000.00	\$ 0.70	\$ 5,600.00	\$ 0.70	\$ 5,600.00
16	132	LF	Plastic Stop Line	\$ 6.05	\$ 798.60	\$ 5.50	\$ 726.00	\$ 6.00	\$ 792.00
17	8	EA	Plastic Bike Symbol	\$ 425.00	\$ 3,400.00	\$ 385.00	\$ 3,080.00	\$ 405.00	\$ 3,240.00
TOTAL BID					\$ 753,185.85		\$ 785,906.00		\$ 965,045.00



CONTRACT 22-291-TRN-001

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City" or "Owner") and Lakeside Industries, Inc., a private contractor at PO Box 729, Anacortes, WA 98221 (herein after referred to as "Contractor").

WITNESSETH:

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

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **2023 Asphalt Overlay, Project No. 22-291-TRN-001** in accordance with and as described in the City of Anacortes document entitled "**Plans, Specifications, and Contract Documents – 2023 Asphalt Overlay**" which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

Unless otherwise specifically stated, the word "Engineer" shall be understood to mean the OWNER'S Project Manager or the OWNER'S authorized representative who will perform the Contract Administration and field inspection responsibilities.

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:

1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Twenty-five (25) Working days** after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:

1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled "**Plans, Specifications, and Contract Documents – 2023 Asphalt Overlay**", and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as Exhibit A to this Agreement based upon the Unit Prices shown. The total contract price is **Seven Hundred Fifty-Three Thousand One Hundred Eighty-Five Dollars and Eighty-Five Cents (\$753,185.85)**.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

- A. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
- B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the WSDOT Specifications; and no additional or supplementary examinations,

investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.

- C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
- D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
- E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

- A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
- B. Exhibits to this Agreement include:
 - 1. Conformed Bid Form signed by CONTRACTOR.
 - 2. Executed Performance Bond
 - 3. Executed Payment Bond.
 - 4. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. INDEMNIFICATION/HOLD HARMLESS

The Contractor shall defend, indemnify and hold the OWNER, 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 OWNER.

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 OWNER, 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.

VIII. MISCELLANEOUS

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

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.

Owner:

City of Anacortes

Mayor

Date

Contractor:

Lakeside Industries, Inc.

Name

Title

Date

EXHIBIT A

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

Attention: Tim Hohmann, P.E. – City Engineer

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

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

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

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they will, within **Ten (10) Calendar days** after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and proof of a City of Anacortes Business License required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, to begin work within **Ten (10) Working days** after the date of the Notice to Proceed and to achieve Physical Completion within **Twenty-five (25) Working days**, in accordance with the Notice to Proceed.

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

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

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

The undersigned bids for complete construction of the following described project:

The project provides for improvements within the right-of-way of the following streets including but not limited to asphalt planning, pavement repair, asphalt paving, painted and plastic traffic markings and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

The project is located:

- Skyline Division 16 – Sands Way, Parkside Drive, Sandra Court, Curtis Court, Lea Place
- Skyline Way – Sunset Ave to Kingsway

The bid price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid.

CITY OF ANACORTES 2021 ASPHALT OVERLAY PROJECT

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.7	At \$ <u>16,400.00</u> Per Lump Sum	\$ <u>16,400.00</u>
2	EST. DOL	FORCE ACCOUNT- UNANTICIPATED SITE WORK 1-09.6SP	At \$25,000 Per Force Account	\$25,000
3	1 LS	S.P.C.C PLAN 1-07.15	At \$ <u>500.00</u> Per Lump Sum	\$ <u>500.00</u>
4	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$ <u>62,100.00</u> Per Lump Sum	\$ <u>62,100.00</u>
5	47 EA	INLET PROTECTION 8-01.5	At \$ <u>70.00</u> Per Each	\$ <u>3,290.00</u>
6	235 SY	2 IN. DEPTH PLANING REPAIR 5-04.5SP	At \$ <u>11.55</u> Per Square Yard	\$ <u>2,714.25</u>

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

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
7	14,000 SY	PLANING BITUMINOUS PAVEMENT 5-04.5SP	At \$ <u>3.53</u> Per Square Yard	\$ <u>49,420.00</u>
8	30 TON	HMA CL. ½ IN. PG58H-22 FOR PAVEMENT REPAIR 5-04.5SP	At \$ <u>240.00</u> Per Ton	\$ <u>7,200.00</u>
9	1,400 TON	HMA CL. ½ IN. PG58H-22 FOR PRELEVEL 5-04.5SP	At \$ <u>119.25</u> Per Ton	\$ <u>166,950.00</u>
10	3,000 TON	HMA CL. ½ IN. PG58H-22 5-04.5SP	At \$ <u>114.00</u> Per Ton	\$ <u>342,000.00</u>
11	EST. DOL.	ASPHALT COST PRICE ADJUSTMENT 5-04.5SP	At \$ <u>5,798</u> Per Calc.	\$ <u>5,798</u>
12	32 EA	ADJUST MANHOLE 7-05.5	At \$ <u>850.00</u> Per Each	\$ <u>27,200.00</u>
13	46 EA	ADJUST VALVE CASING TO GRADE 7-12.5SP	At \$ <u>515.00</u> Per Each	\$ <u>23,690.00</u>
14	33 EA	ADJUST MONUMENT CASE AND COVER 8-13.5SP	At \$ <u>325.00</u> Per Each	\$ <u>10,725.00</u>
15	8,000 LF	PAINT LINE 8.22.5	At \$ <u>0.75</u> Per Linear Foot	\$ <u>6,000.00</u>
16	132 LF	PLASTIC STOP LINE 8.22.5	At \$ <u>6.05</u> Per Linear Foot	\$ <u>798.60</u>

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

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
17	8 EA	PLASTIC BIKE SYMBOL 8.22.5	At \$ <u>425.00</u> Per Each	\$ <u>3,400.00</u>
Rule 171 applies to all bid items in this project. See special provision 1-07.2(1) for clarification.			Total Bid:	\$ <u>753,185.85</u>

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

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

BID DEPOSIT

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

☒ Bid Bond

☐ Cashier's Check

☐ Postal Money Order

NOTICE TO ALL BIDDERS

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

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

BIDDER CERTIFIES

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

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

Name of Bidder: Lakeside Industries, Inc.
Contact Name: Justin Blouin
Mailing Address: P.O. Box 729
City, State, Zip: Anacortes, Wa. 98221
Business Telephone: 360.293.2168 Cell Phone: 360.661.3155
Email Address: justin.blouin@lakesideindustries.com
Contractor's State License No: LAKESTI*274JD
UBI Number: 601 106 847

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

(Corporate Seal)

Lakeside Industries Inc Project Manager
Name of Bidder Title

4-13-2023
Date


Signature of Bidder

Justin Blouin
Print Name

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



City Council Agenda Bill

Meeting Date: April 24, 2023 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: Sidewalk Infrastructure Improvements #22-174-TRN-001

Staff Contact(s): TIM HOHMANN, Henry Hash

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$222,600.00 to Raw Land Construction LLC to perform the Sidewalk Infrastructure Improvements. The project provides for the infrastructure within the Right-of-Way of Fidalgo Avenue, Hillcrest and Whistle Lake Road, including but not limited to storm drainage conveyance, roadway excavation and hauling, cement traffic curb and gutter, cement concrete sidewalk, cement concrete curb ramps, detectable warning, asphalt patching and other work.

Background:

1. History: The City of Anacortes Public Works Engineering Department is nearing the completion of construction civil plans for a new sidewalk along Hillcrest Drive. The purpose of the sidewalk, outside of pedestrian safety, is the City of Anacortes Parks Department and Public Works Department were conditioned with the installation of sidewalks for the Cemetery Expansion Project and the Water Reservoir Project on Whistle Lake Road. In an effort to meet the conditions of approval, the sidewalks will be constructed off-site from each project to provide a better connectivity for pedestrian traffic in the area. The project limits will begin at Fidalgo Avenue\ S Avenue and end at the west entrance of the Cemetery on Hillcrest Drive, with a new pedestrian crossing at Whistle Lake Road and Blue Heron Circle. The project will provide approximately 940-feet of new sidewalk and will include traffic curb and gutter, new sidewalk ramps, and a little storm drainage work.

2. Key Terms:

- Contract is for a fixed price of \$222,600.00.
- Work shall start within Ten (10) Calendar days from the date of the Notice to Proceed, and Physical completion shall be achieved within Twenty (20) Working days after work commences.

3. Competitive Bidding: On March 29, 2023 the City [solicited bids](#) for the subject project and on April 13, 2023 a bid opening was conducted and 7 bids were received. Raw Land Construction LLC was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$202,960. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Raw Land Construction LLC
Contract Amount	\$222,600.00
Earmarked Funds	The project is funded via a TIB grant in the amount of \$200K. Additional funding can be used from the sidewalk replacement fund account.
BARS #	105.720.595.61.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	20 working days

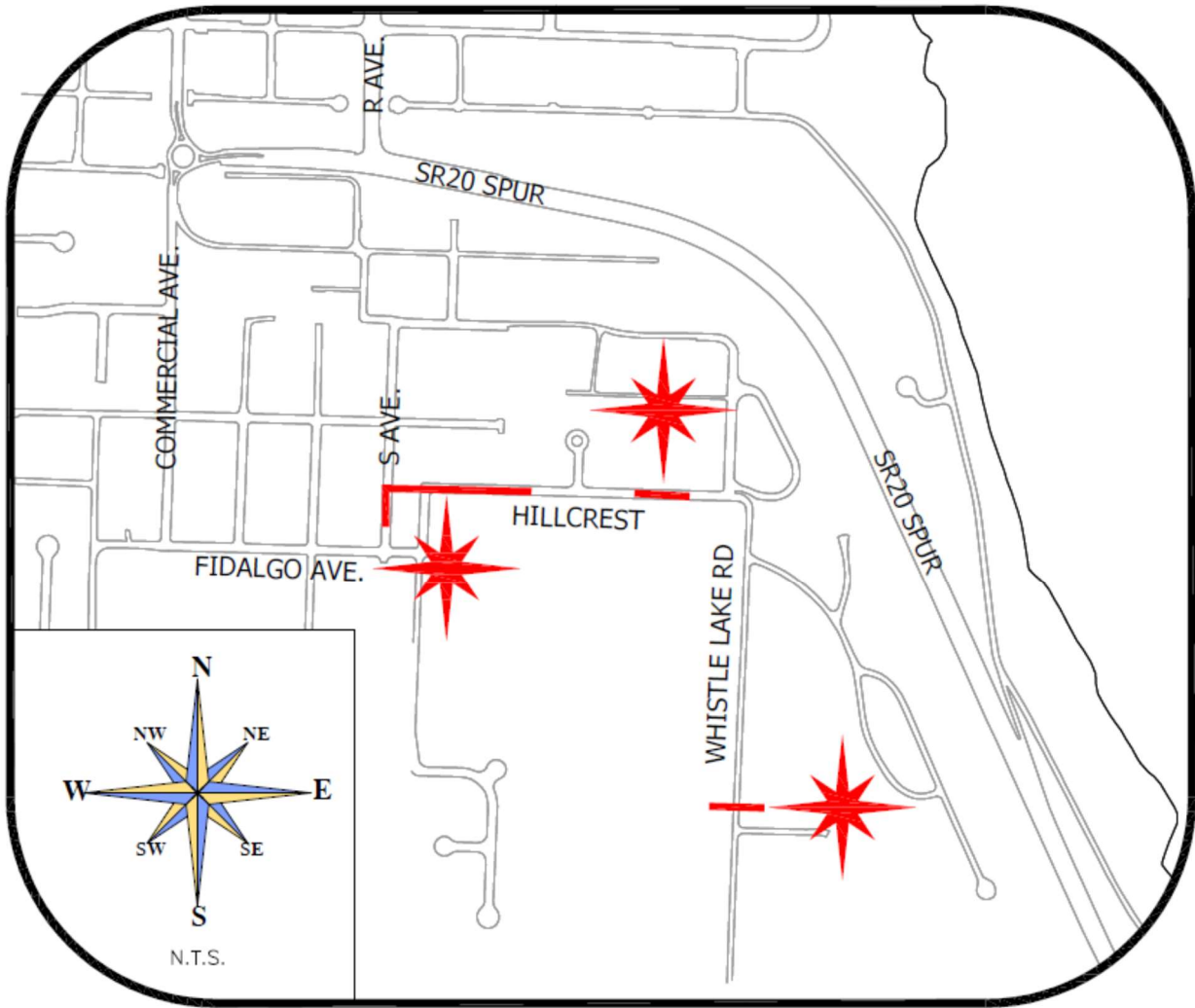
Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-174-TRN-001 with Raw Land Construction LLC in the amount of \$222,600.00 to perform the Sidewalk Infrastructure Improvements.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Map
2. 22-174-TRN Bid Tabulation
3. 22-174-TRN-001



SIDEWALK INFRASTRUCTURE IMPROVEMENTS

PW#22-174-TRN

SIDEWALK REPLACEMENT PROJECT #22-174-TRN
BID TAB RESULTS - APRIL 13, 2023

					Engineer's Estimate		Average Unit Price	SRV Construction		Larry Brown Construction		C Johnson Construction	
ITEM NO.	DESCRIPTION	REF	QTY	U/M	UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1-09.7	1	LS	\$18,152.00	\$18,152.00	\$ 21,658.57	\$ 10,500.00	\$ 10,500.00	\$ 21,300.00	\$ 21,300.00	\$ 17,310.00	\$ 17,310.00
2	Project Temporary Traffic Control	1-01.5	1	LS	\$3,000.00	\$3,000.00	\$ 7,341.43	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,090.00	\$ 1,090.00
3	SPCC Plan	1-07.15(1)	1	LS	\$500.00	\$500.00	\$ 388.00	\$ 200.00	\$ 200.00	\$ 360.00	\$ 360.00	\$ 131.00	\$ 131.00
4	Inlet Protection	8-01.5	13	EA	\$90.00	\$1,170.00	\$ 85.00	\$ 80.00	\$ 1,040.00	\$ 60.00	\$ 780.00	\$ 160.00	\$ 2,080.00
5	Sawcutting Asphalt	2-02.5	900	LF	\$5.00	\$4,500.00	\$ 3.66	\$ 3.00	\$ 2,700.00	\$ 1.85	\$ 1,665.00	\$ 7.50	\$ 6,750.00
6	Sawcutting Concrete	2-02.5	148	LF	\$7.00	\$1,036.00	\$ 7.44	\$ 5.00	\$ 740.00	\$ 7.30	\$ 1,080.40	\$ 20.50	\$ 3,034.00
7	Roadway Excavation Incl. Haul	2-03.5	390	CY	\$75.00	\$29,250.00	\$ 80.91	\$ 46.00	\$ 17,940.00	\$ 45.35	\$ 17,686.50	\$ 116.00	\$ 45,240.00
8	Crushed Surfacing Top Course	4-04.5	442	TON	\$36.00	\$15,912.00	\$ 58.21	\$ 38.00	\$ 16,796.00	\$ 45.00	\$ 19,890.00	\$ 94.50	\$ 41,769.00
9	HMA CL. 3/8-inch PG58H-22	5-04.5	65	TON	\$250.00	\$16,250.00	\$ 309.75	\$ 228.00	\$ 14,820.00	\$ 304.25	\$ 19,776.25	\$ 281.00	\$ 18,265.00
10	Connection to Drainage Structure	7-05.5	2	EA	\$300.00	\$600.00	\$ 502.43	\$ 420.00	\$ 840.00	\$ 425.00	\$ 850.00	\$ 432.00	\$ 864.00
11	Thru Curb Frame Vaned Grate and Hood	7-05.5	1	EA	\$300.00	\$300.00	\$ 1,135.00	\$ 1,100.00	\$ 1,100.00	\$ 755.00	\$ 755.00	\$ 1,890.00	\$ 1,890.00
12	Adjust Catch Basin Structure	7-05.5	1	LS	\$400.00	\$400.00	\$ 722.43	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00	\$ 657.00	\$ 657.00
13	Adjust Catch Basin	7-05.5	1	EA	\$400.00	\$400.00	\$ 772.14	\$ 900.00	\$ 900.00	\$ 445.00	\$ 445.00	\$ 1,060.00	\$ 1,060.00
14	Drain Pipe, 4-inch	8-15.5	1	LS	\$1,370.00	\$1,370.00	\$ 2,550.71	\$ 2,800.00	\$ 2,800.00	\$ 1,720.00	\$ 1,720.00	\$ 4,310.00	\$ 4,310.00
15	Cement Concrete Traffic Curb and Gutter	8-04.5	866	LF	\$37.00	\$32,042.00	\$ 43.21	\$ 47.00	\$ 40,702.00	\$ 37.00	\$ 32,042.00	\$ 33.00	\$ 28,578.00
16	Cement Conc. Pedestrian Curb	8-04.5	503	LF	\$25.00	\$12,575.00	\$ 47.91	\$ 59.00	\$ 29,677.00	\$ 36.85	\$ 18,535.55	\$ 34.50	\$ 17,353.50
17	Cement Conc. Driveway Entrance Type 1	8-06.5	434	SY	\$58.00	\$25,172.00	\$ 90.21	\$ 91.00	\$ 39,494.00	\$ 81.00	\$ 35,154.00	\$ 95.50	\$ 41,447.00
18	Cement Concrete Sidewalk	8-14.5	244	SY	\$55.00	\$13,420.00	\$ 84.79	\$ 85.00	\$ 20,740.00	\$ 72.00	\$ 17,568.00	\$ 93.50	\$ 22,814.00
19	Cement Concrete Curb Ramp, Type Parallel A	8-14.5	1	EA	\$3,510.00	\$3,510.00	\$ 3,118.57	\$ 2,850.00	\$ 2,850.00	\$ 3,500.00	\$ 3,500.00	\$ 4,880.00	\$ 4,880.00
20	Cement Concrete Curb Ramp, Type Parallel B	8-14.5	3	EA	\$3,509.00	\$10,527.00	\$ 3,214.29	\$ 2,850.00	\$ 8,550.00	\$ 4,500.00	\$ 13,500.00	\$ 4,350.00	\$ 13,050.00
21	Detectable Warning Surface	8-14.5	88	SF	\$68.00	\$5,984.00	\$ 52.22	\$ 73.00	\$ 6,424.00	\$ 67.55	\$ 5,944.40	\$ 4.00	\$ 352.00
22	Painted Stop Bar	8-22.5	17	LF	\$20.00	\$340.00	\$ 21.56	\$ 12.00	\$ 204.00	\$ 25.95	\$ 441.15	\$ 14.00	\$ 238.00
23	Relocate Signs	7-12.5	3	EA	\$200.00	\$600.00	\$ 318.43	\$ 430.00	\$ 1,290.00	\$ 425.00	\$ 1,275.00	\$ 349.00	\$ 1,047.00
24A	Mailbox Support, Type 1	8-18.5	1	EA	\$700.00	\$700.00	\$ 873.71	\$ 1,000.00	\$ 1,000.00	\$ 845.00	\$ 845.00	\$ 971.00	\$ 971.00
24B	Mailbox Support, Type 2	8-18.5	3	EA	\$700.00	\$2,100.00	\$ 1,190.00	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 3,600.00	\$ 1,740.00	\$ 5,220.00
25	Type "A" Topsoil	8-02.5	70	CY	\$45.00	\$3,150.00	\$ 92.14	\$ 85.00	\$ 5,950.00	\$ 63.00	\$ 4,410.00	\$ 150.00	\$ 10,500.00
Subtotal						\$202,960.00			\$ 234,757.00		\$ 227,123.25		\$ 290,900.50
Base Bid Adjustment						\$0.00			\$ -		\$ -		\$ -
Total Bid						\$202,960.00			\$ 234,757.00		\$ 227,123.25		\$ 290,900.50

SIDEWALK REPLACEMENT PROJECT #22-174-TRN
BID TAB RESULTS - APRIL 13, 2023

					Trico		Tiger Construction		Raw Land Construction		Always Active Services	
ITEM NO.	DESCRIPTION	REF	QTY	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1-09.7	1	LS	\$ 28,500.00	\$ 28,500.00	\$ 19,000.00	\$ 19,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
2	Project Temporary Traffic Control	1-01.5	1	LS	\$ 11,800.00	\$ 11,800.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00
3	SPCC Plan	1-07.15(1)	1	LS	\$ 275.00	\$ 275.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
4	Inlet Protection	8-01.5	13	EA	\$ 110.00	\$ 1,430.00	\$ 55.00	\$ 715.00	\$ 80.00	\$ 1,040.00	\$ 50.00	\$ 650.00
5	Sawcutting Asphalt	2-02.5	900	LF	\$ 5.00	\$ 4,500.00	\$ 1.75	\$ 1,575.00	\$ 2.50	\$ 2,250.00	\$ 4.00	\$ 3,600.00
6	Sawcutting Concrete	2-02.5	148	LF	\$ 10.00	\$ 1,480.00	\$ 2.75	\$ 407.00	\$ 2.50	\$ 370.00	\$ 4.00	\$ 592.00
7	Roadway Excavation Incl. Haul	2-03.5	390	CY	\$ 112.00	\$ 43,680.00	\$ 100.00	\$ 39,000.00	\$ 27.00	\$ 10,530.00	\$ 120.00	\$ 46,800.00
8	Crushed Surfacing Top Course	4-04.5	442	TON	\$ 100.00	\$ 44,200.00	\$ 50.00	\$ 22,100.00	\$ 35.00	\$ 15,470.00	\$ 45.00	\$ 19,890.00
9	HMA CL. 3/8-inch PG58H-22	5-04.5	65	TON	\$ 350.00	\$ 22,750.00	\$ 360.00	\$ 23,400.00	\$ 265.00	\$ 17,225.00	\$ 380.00	\$ 24,700.00
10	Connection to Drainage Structure	7-05.5	2	EA	\$ 1,090.00	\$ 2,180.00	\$ 150.00	\$ 300.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
11	Thru Curb Frame Vaned Grate and Hood	7-05.5	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
12	Adjust Catch Basin Structure	7-05.5	1	LS	\$ 1,075.00	\$ 1,075.00	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00
13	Adjust Catch Basin	7-05.5	1	EA	\$ 1,075.00	\$ 1,075.00	\$ 525.00	\$ 525.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00
14	Drain Pipe, 4-inch	8-15.5	1	LS	\$ 4,125.00	\$ 4,125.00	\$ 2,200.00	\$ 2,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,700.00	\$ 1,700.00
15	Cement Concrete Traffic Curb and Gutter	8-04.5	866	LF	\$ 50.50	\$ 43,733.00	\$ 36.00	\$ 31,176.00	\$ 39.00	\$ 33,774.00	\$ 60.00	\$ 51,960.00
16	Cement Conc. Pedestrian Curb	8-04.5	503	LF	\$ 61.00	\$ 30,683.00	\$ 37.00	\$ 18,611.00	\$ 49.00	\$ 24,647.00	\$ 58.00	\$ 29,174.00
17	Cement Conc. Driveway Entrance Type 1	8-06.5	434	SY	\$ 86.00	\$ 37,324.00	\$ 93.00	\$ 40,362.00	\$ 70.00	\$ 30,380.00	\$ 115.00	\$ 49,910.00
18	Cement Concrete Sidewalk	8-14.5	244	SY	\$ 105.00	\$ 25,620.00	\$ 82.00	\$ 20,008.00	\$ 66.00	\$ 16,104.00	\$ 90.00	\$ 21,960.00
19	Cement Concrete Curb Ramp, Type Parallel A	8-14.5	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 4,100.00	\$ 4,100.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
20	Cement Concrete Curb Ramp, Type Parallel B	8-14.5	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 4,600.00	\$ 13,800.00	\$ 2,000.00	\$ 6,000.00	\$ 1,700.00	\$ 5,100.00
21	Detectable Warning Surface	8-14.5	88	SF	\$ 1.00	\$ 88.00	\$ 70.00	\$ 6,160.00	\$ 75.00	\$ 6,600.00	\$ 75.00	\$ 6,600.00
22	Painted Stop Bar	8-22.5	17	LF	\$ 28.00	\$ 476.00	\$ 11.00	\$ 187.00	\$ 30.00	\$ 510.00	\$ 30.00	\$ 510.00
23	Relocate Signs	7-12.5	3	EA	\$ 250.00	\$ 750.00	\$ 100.00	\$ 300.00	\$ 500.00	\$ 1,500.00	\$ 175.00	\$ 525.00
24A	Mailbox Support, Type 1	8-18.5	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
24B	Mailbox Support, Type 2	8-18.5	3	EA	\$ 1,790.00	\$ 5,370.00	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00	\$ 600.00	\$ 1,800.00
25	Type "A" Topsoil	8-02.5	70	CY	\$ 142.00	\$ 9,940.00	\$ 100.00	\$ 7,000.00	\$ 60.00	\$ 4,200.00	\$ 45.00	\$ 3,150.00
						\$ 334,154.00		\$ 257,001.00		\$ 222,600.00		\$ 319,421.00
						\$ -		\$ -		\$ -		\$ -
						\$ 334,154.00		\$ 257,001.00		\$ 222,600.00		\$ 319,421.00



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Raw Land Construction, LLC a private contractor at 3948 Tamarack Rd, Bellingham, WA 98226 (herein after referred to as "Contractor").

WITNESSETH:

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

- I. **WORK.** The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the **Sidewalk Infrastructure Improvement Project**, in accordance with and as described in the Invitation for Bid entitled the same and dated March 29, 2023, Project No. PW-22-174-TRN-001. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

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

The Contractor for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

- II. **PRICE.** The Total Contract Price is **Two Hundred Twenty-Two Thousand Six Hundred Dollars (\$222,600.00)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed within Twenty (20) Working days from the date work begins, in accordance with the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time. However, rather than using the Liquidated Damages Formula, the Contractor agrees to pay the City \$500.00 per day for each and every calendar day said work remains uncompleted. All other terms of WSDOT 1-08.9 remain unchanged.
- V. **INDEMNIFICATION/HOLD HARMLESS.**
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the

extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

- VI. **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

Raw Land Construction, LLC

Title

Date

EXHIBIT A

**SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT
ATTACHMENT C - BID PROPOSAL
22-174-TRN-001
PAGE 1 OF 5**

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

Attention: Tim Hohmann, PE, City Engineer

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

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

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

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

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

The bidder further agrees, if awarded the contract, to begin work within **Ten (10) Calendar** days after the date of the Notice to Proceed and to achieve Physical Completion within **Twenty (20) Working** days from the date work begins, in accordance with the Notice to Proceed.

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

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

The undersigned bids for complete construction of the following described project:

The project provides for the infrastructure within the Right-of-Way of Fidalgo Avenue, Hillcrest and Whistle Lake Road, including but not limited to storm drainage conveyance, roadway excavation and hauling, cement traffic curb and gutter, cement concrete sidewalk, cement concrete curb ramps, detectable warning, asphalt patching and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

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

SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT
ATTACHMENT C - BID PROPOSAL
22-174-TRN-001
PAGE 2 OF 5

CITY OF ANACORTES SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT				
NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1 LS	MOBILIZATION 1-09.7	At \$ <u>30,000.00</u> Per Lump Sum	\$ <u>30,000.00</u>
2	1 LS	PROJECT TEMPORARY TRAFFIC CONTROL 1-10.5(1)	At \$ <u>12,000.00</u> Per Lump Sum	\$ <u>12,000.00</u>
3	1 LS	S.P.C.C PLAN 1-07.15(1)	At \$ <u>500.00</u> Per Lump Sum	\$ <u>500.00</u>
4	13 EA	INLET PROTECTION 8-01.5	At \$ <u>80.00</u> Per Each	\$ <u>1,040.00</u>
5	900 LF	SAWCUTTING ASPHALT 2-02.5	At \$ <u>2.50</u> Per Linear Foot	\$ <u>2,250.00</u>
6	148 LF	SAWCUTTING CONCRETE 2-02.5	At \$ <u>2.50</u> Per Linear Foot	\$ <u>370.00</u>
7	390 CY	ROADWAY EXCAVATION INCL. HAUL 2-03.5	At \$ <u>27.00</u> Per Cubic Yard	\$ <u>10,530.00</u>
8	442 TONS	CRUSHED SURFACING TOP COURSE 4-04.5	At \$ <u>35.00</u> Per Tons	\$ <u>15,470.00</u>
9	65 TONS	HMA CL. 3/8-inch PG58H-22 5-04.5	At \$ <u>265.00</u> Per Tons	\$ <u>17,225.00</u>
10	2 EA	CONNECTION TO DRAINAGE STRUCTURE 7-05.5	At \$ <u>500.00</u> Per Each	\$ <u>1,000.00</u>
11	1 EA	THRU CURB FRAME VANED GRATE AND HOOD 7-05.5	At \$ <u>500.00</u> Per Each	\$ <u>500.00</u>

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

SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT
ATTACHMENT C - BID PROPOSAL
22-174-TRN-001
PAGE 3 OF 5

NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
12	1 LS	ADJUST CATCH BASIN STRUCTURE 7-05.5	At \$ <u>500.00</u> Per Lump Sum	\$ <u>500.00</u>
13	1 EA	ADJUST CATCH BASIN 7-05.5	At \$ <u>500.00</u> Per Each	\$ <u>500.00</u>
14	1 LS	DRAIN PIPE, 4-INCH 8-15.5	At \$ <u>1,000.00</u> Per Lump Sum	\$ <u>1,000.00</u>
15	866 LF	CEMENT CONCRETE TRAFFIC CURB AND GUTTER 8-04.5	At \$ <u>39.00</u> Per Linear Foot	\$ <u>33,774.00</u>
16	503 LF	CEMENT CONC. PEDESTRIAN CURB 8-04.5	At \$ <u>49.00</u> Per Linear Foot	\$ <u>24,647.00</u>
17	434 SY	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1 8-06.5	At \$ <u>70.00</u> Per Square Yard	\$ <u>30,380.00</u>
18	244 SY	CEMENT CONCRETE SIDEWALK 8-14.5	At \$ <u>66.00</u> Per Square Yard	\$ <u>16,104.00</u>
19	1 EA	CEMENT CONCRETE CURB RAMP, TYPE PARALLEL A 8-14.5	At \$ <u>2,000.00</u> Per Each	\$ <u>2,000.00</u>
20	3 EA	CEMENT CONCRETE CURB RAMP, TYPE PARALLEL B 8-14.5	At \$ <u>2,000.00</u> Per Each	\$ <u>6,000.00</u>
21	88 SF	DETECTABLE WARNING SURFACE 8-14.5	At \$ <u>75.00</u> Per Square Foot	\$ <u>6,600.00</u>

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

SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT
ATTACHMENT C - BID PROPOSAL
22-174-TRN-001
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NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
22	17 LF	PAINTED STOP BAR 8-22.5	At \$ <u>30.00</u> Per Linear Foot	\$ <u>510.00</u>
23	3 EA	RELOCATE SIGNS 7-12.5	At \$ <u>500.00</u> Per Each	\$ <u>1,500.00</u>
24A	1 EA	MAILBOX SUPPORT, TYPE 1 8-18.5	At \$ <u>1,000.00</u> Per Each	\$ <u>1,000.00</u>
24B	3 EA	MAILBOX SUPPORT, TYPE 2 8-18.5	At \$ <u>1,000.00</u> Per Each	\$ <u>3,000.00</u>
25	70 CY	TYPE "A" TOPSOIL 8-02.5	At \$ <u>60.00</u> Per Cubic Yard	\$ <u>4,200.00</u>
			Sub-Total base bid:	\$ <u>222,600.00</u>
			Base Bid Value Adjustment, plus Or Minus	<u>0.00</u>
			Total Base Bid	\$ <u>222,600.00</u>

Rule 171 applies to all bid items in this project.
See special provision 1-07.2(1) for clarification.

Note:

If the bid value adjustment is used to increase or decrease the SUB-TOTAL BASE BID, the Contractor who is awarded the project is required to submit a new complete proposal form with the adjustment to unit prices made together with the price extension. Said submittal will be made with two working days of the bid opening.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Addendum 1, Initial SW

Addendum _____, Initial _____

Addendum _____, Initial _____

Addendum _____, Initial _____

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

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

SIDEWALK INFRASTRUCTURE IMPROVEMENT PROJECT
ATTACHMENT C - BID PROPOSAL
22-174-TRN-001
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NOTICE TO ALL BIDDERS

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

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

BIDDER CERTIFIES

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

Name of Bidder: Raw Land Construction, LLC

Contact Name: Sean Winterburn

Mailing Address: 3948 Tamarack Rd.

City, State, Zip: Bellingham, WA 98226

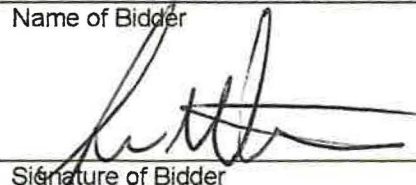
Business Telephone: _____ Cell Phone: 360-441-6226

Email Address: sean@rawlandconstructionllc.com

Contractor's State License No: RAWLALC857NL

UBI Number: 603 524 135

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

(Corporate Seal)	<u>RAW Land Construction, LLC</u>	<u>Managing Member</u>
	Name of Bidder	Title
<u>4/13/2023</u>		
Date	Signature of Bidder	
	<u>Sean Winterburn</u>	
	Print Name	

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



City Council Agenda Bill

Meeting Date: April 24, 2023 **Agenda Item:** 6.d.

Agenda Item Title: First Quarter Finance Update

Staff Contact(s): STEVE HOGLUND

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

Item Summary: After the first quarter of operation most areas of financial consideration are meeting expectations, with perhaps the exception of utility tax receipts, which is slightly less than it was the same period a year ago.

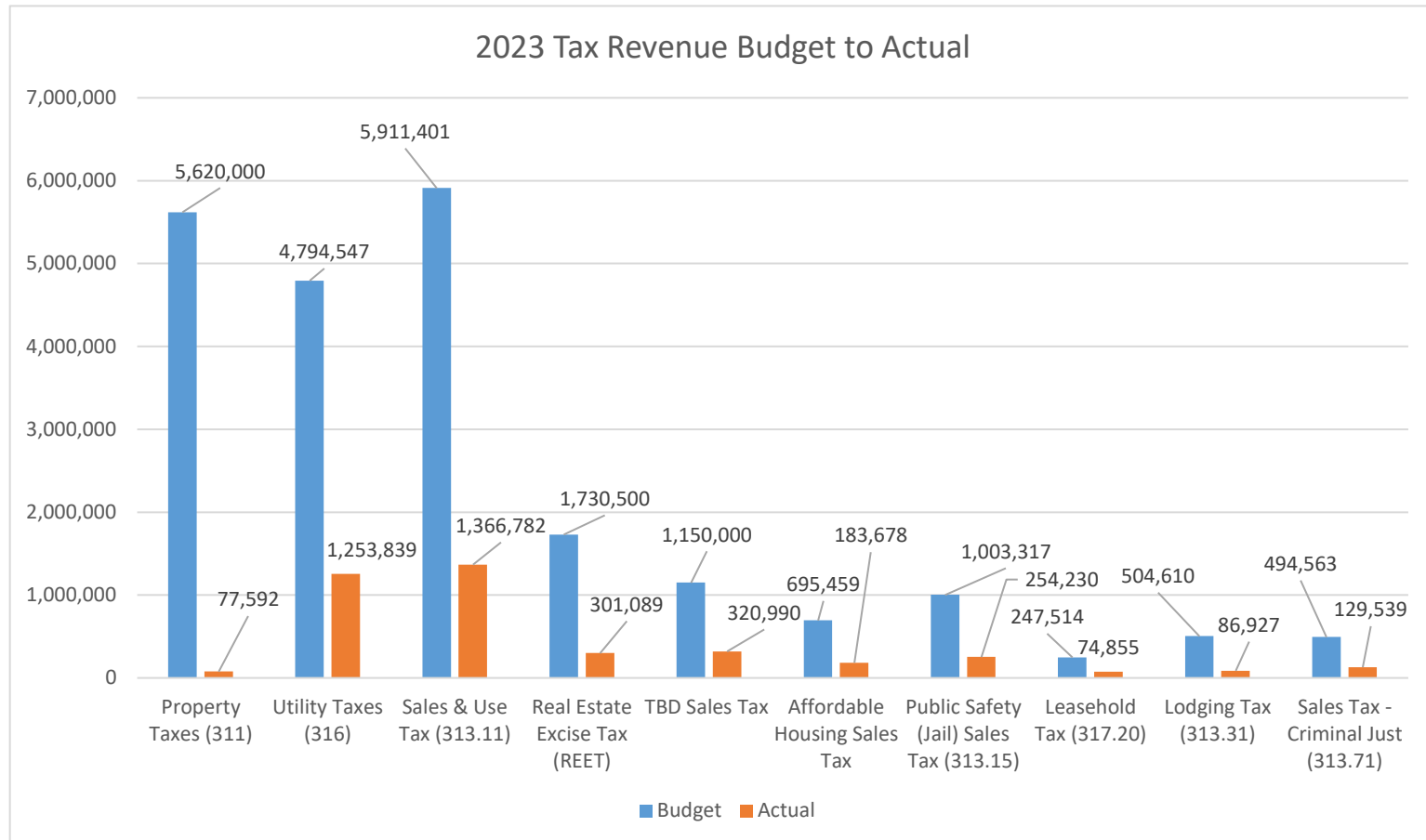
Budget Impact:
NA

Previous Action: 12/5/2022 2023 budget adopted

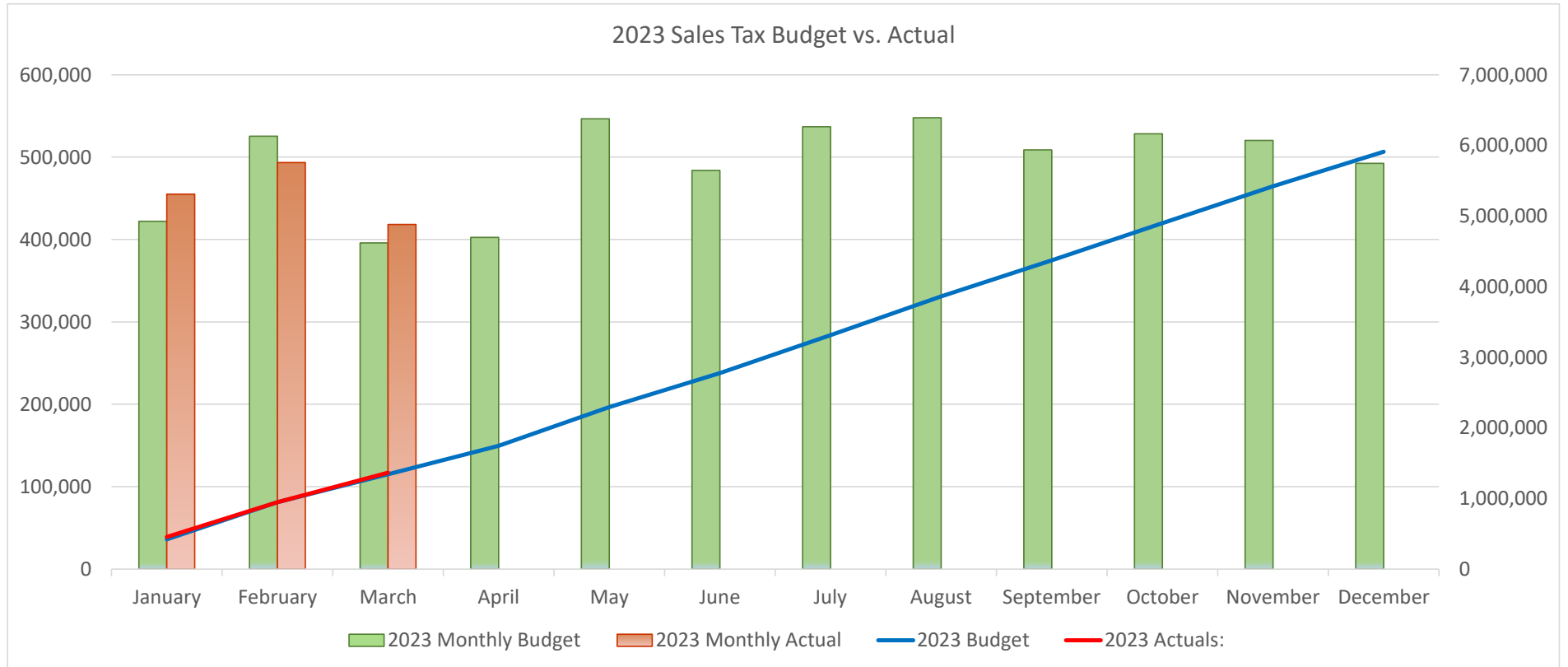
Recommended Motion: NA

Alternative Actions: NA

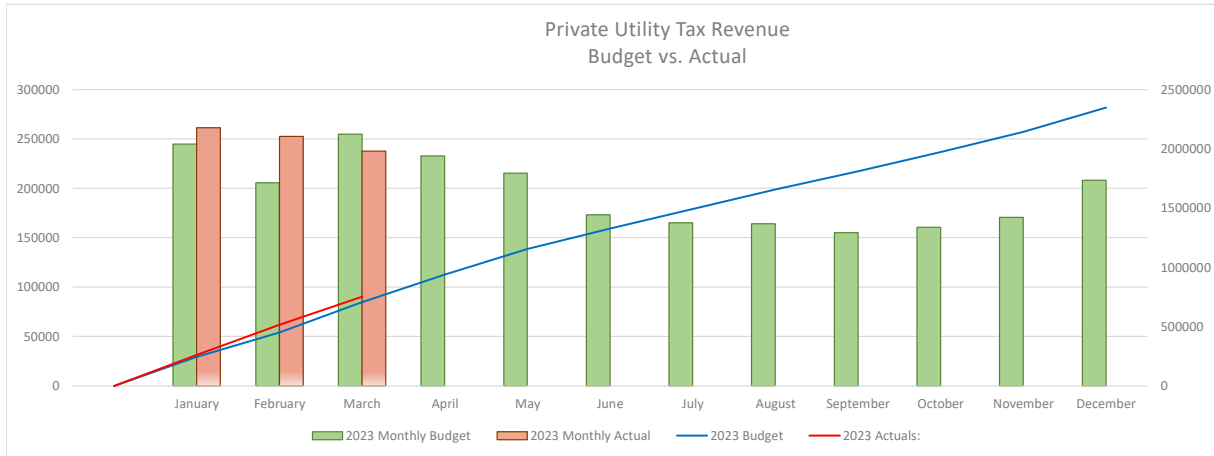
Attachments (listed in order presented):
1. 4.24.23 Council 1Q23



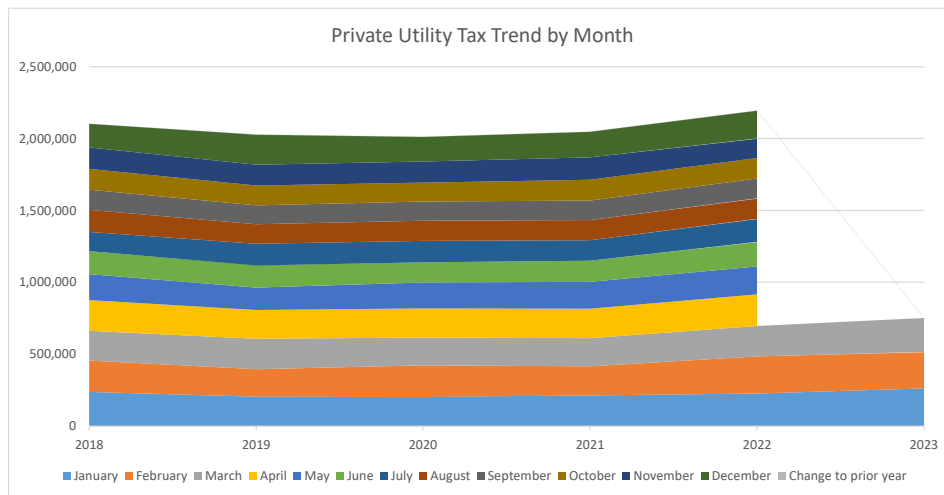
Taxes	Budget	Actual	March 2023	25.0%
Property Taxes (311)	5,620,000	77,592	1.4%	% through the year
Utility Taxes (316)	4,794,547	1,253,839	26.2%	
Sales & Use Tax (313.11)	5,911,401	1,366,782	23.1%	
Real Estate Excise Tax (REET)	1,730,500	301,089	17.4%	
TBD Sales Tax	1,150,000	320,990	27.9%	
Affordable Housing Sales Tax	695,459	183,678	26.4%	
Public Safety (Jail) Sales Tax (313.15)	1,003,317	254,230	25.3%	
Leasehold Tax (317.20)	247,514	74,855	30.2%	
Lodging Tax (313.31)	504,610	86,927	17.2%	
Sales Tax - Criminal Just (313.71)	494,563	129,539	26.2%	
Totals Taxes:	22,151,911	4,049,522	18.3%	



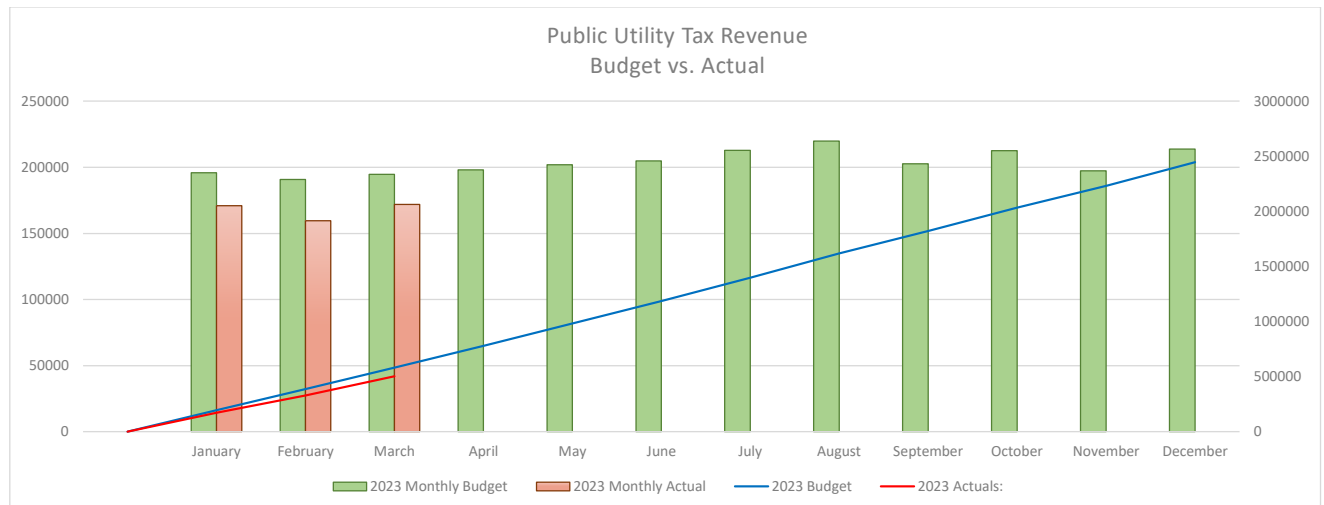
	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	422,258	947,570	1,343,607	1,746,207	2,292,843	2,776,619	3,313,516	3,861,428	4,370,374	4,898,573	5,418,913	5,911,401
2023 Actuals:	454,978	948,344	1,366,782									
Year to budget %:	7.7%	0.1%	1.7%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2023 Monthly Budget	422,258	525,313	396,037	402,600	546,635	483,776	536,898	547,911	508,947	528,199	520,340	492,488
2023 Monthly Actual	454,978	493,366	418,439									
Month to prior year:	5.6%	-8.0%	3.5%									
2022 Monthly Actual	430,965	536,144	404,203	410,901	557,907	493,751	547,968	559,209	519,441	539,090	531,069	502,643



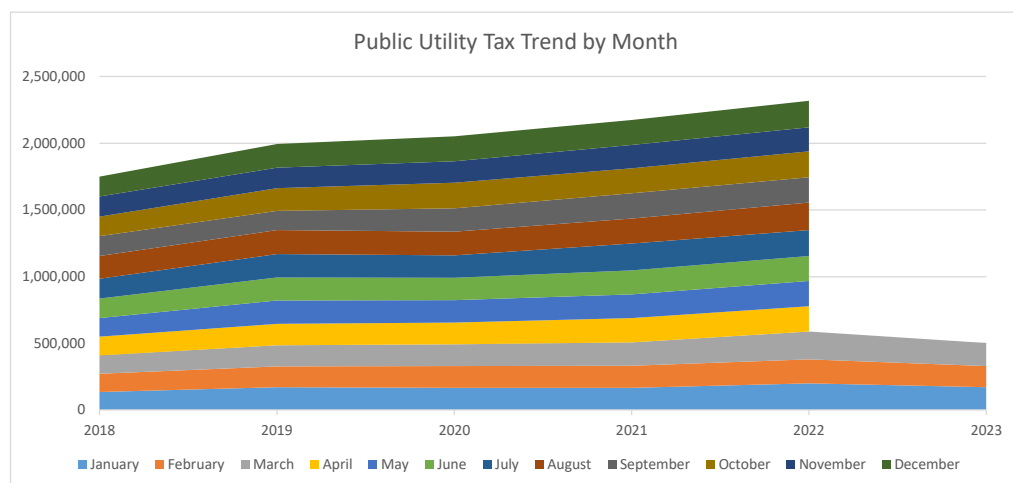
	January	February	March	April	May	June	July	August	September	October	November	December		
2023 Budget	244,805	450,287	705,129	937,782	1,152,919	1,326,107	1,491,071	1,655,299	1,810,251	1,970,898	2,141,346	2,349,328	155,131	7.1%
2023 Actuals:	261,361	514,121	751,805											
YTD BVA	16,556	63,834	46,677											
Year to budget:	6.8%	14.2%	6.6%											
2023 Monthly Budget	244,805	205,482	254,841	232,653	215,137	173,189	164,964	164,227	154,952	160,647	170,448	207,982		
2023 Monthly Actual	261,361	252,759	237,685											
Month % change:	16.0%	-2.4%	13.4%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%		
2022 Total:	225,393	259,099	209,601	222,309	193,623	169,743	160,672	142,167	139,069	142,916	134,304	195,300	2,194,197.24	



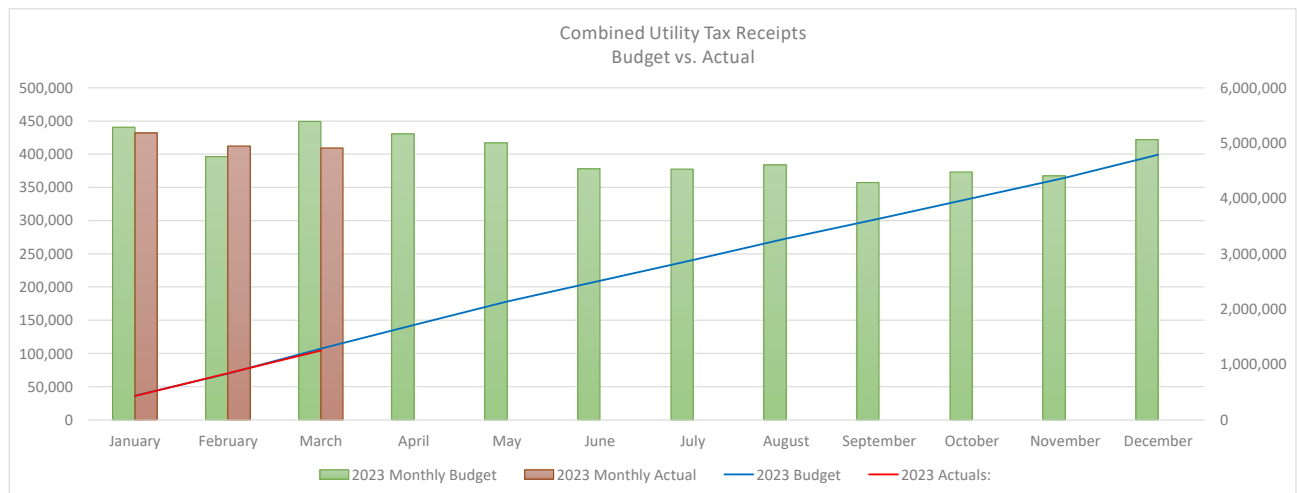
	Trend	2018	2019	2020	2021	2022	2023
January		237,503	203,068	202,313	210,833	225,393	261,361
February		216,387	192,484	219,178	203,490	259,099	252,759
March		207,311	210,623	193,011	195,627	209,601	237,685
April		214,587	200,246	202,350	205,790	222,309	
May		179,620	156,765	180,309	186,862	193,623	
June		161,189	154,311	141,553	146,662	169,743	
July		133,295	149,919	148,136	142,908	160,672	
August		154,113	135,620	141,887	140,856	142,167	
September		139,734	132,439	131,839	135,977	139,069	
October		145,677	137,959	132,075	144,220	142,916	
November		148,286	144,836	146,404	154,306	134,304	
December		163,852	209,136	172,431	178,539	195,300	
Average Change:	1.5%	2,101,552	2,027,405	2,011,485	2,046,070	2,194,197	751,805
Jan - Mar		661,201	606,175	614,501	609,950	694,093	751,805
Change to prior year			-8.3%	1.4%	-0.7%	13.8%	8.3%



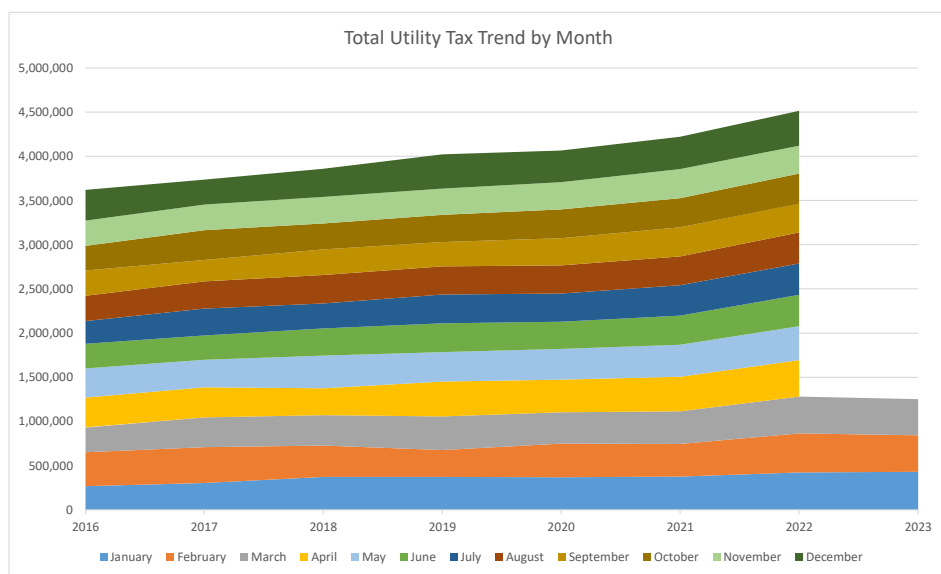
	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	195,907	386,803	581,372	779,329	981,226	1,186,105	1,398,885	1,618,822	1,821,450	2,034,033	2,231,315	2,445,219
2023 Actuals:	170,830	330,231	502,033									
YTD BVA	-25,077	-56,572	-79,339									
Year to budget:	-12.8%	-14.6%	-13.6%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2023 Monthly Budget	195,907	190,896	194,569	197,957	201,897	204,879	212,780	219,937	202,628	212,583	197,282	213,904
2023 Monthly Actual	170,830	159,401	171,802									
Month % change:	-14.1%	-12.2%	-17.2%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2022 Total:	198,864	181,496	207,367	190,051	189,610	186,552	194,505	206,351	189,285	195,719	179,497	199,320



	Trend	2018	2019	2020	2021	2022	2023
January		136,012	169,706	166,039	166,845	198,864	170,830
February		136,725	156,981	164,195	163,954	181,496	159,401
March		136,985	159,656	161,558	176,574	207,367	171,802
April		139,355	159,659	164,608	182,475	190,051	
May		139,902	174,565	167,864	176,085	189,610	
June		146,134	174,048	166,318	181,104	186,552	
July		148,868	175,780	167,981	202,195	194,505	
August		169,702	179,595	178,523	186,416	206,351	
September		150,015	143,733	176,387	190,675	189,285	
October		146,576	170,022	192,061	185,113	195,719	
November		151,565	153,202	160,687	176,047	179,497	
December		147,917	178,279	186,553	186,811	199,320	
Average Change:	9.7%	1,749,757	1,995,225	2,052,775	2,174,294	2,318,616	502,033
Jan - Mar		409,723	486,342	491,792	507,373	587,727	502,033
change to prior year			18.7%	1.1%	3.2%	15.8%	-14.6%



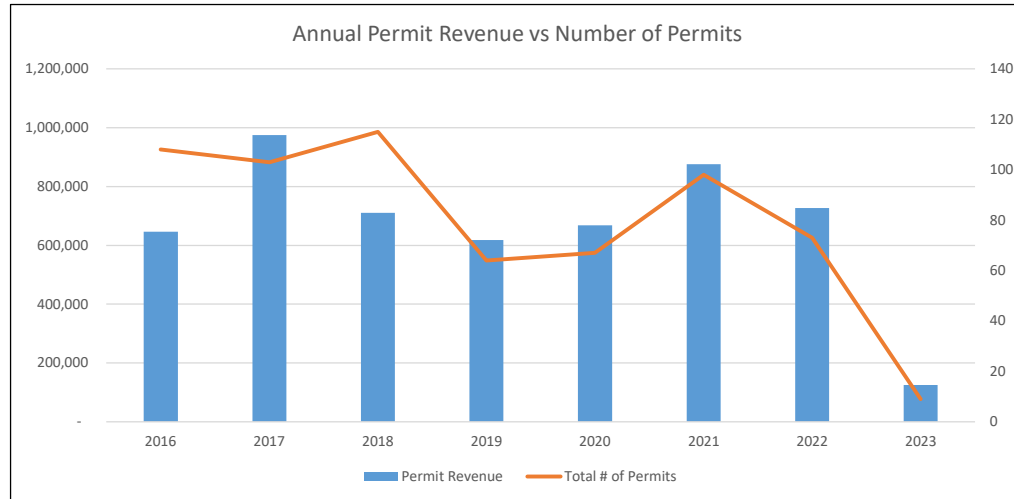
	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	440,713	837,090	1,286,501	1,717,111	2,134,145	2,512,212	2,889,957	3,274,121	3,631,700	4,004,931	4,372,661	4,794,547
2023 Actuals:	432,192	844,352	1,253,839									
YTD BVA	-8,521	7,262	-32,662									
Year to budget:	-1.9%	0.9%	-2.5%									
2023 Monthly Budget	440,713	396,377	449,411	430,610	417,034	378,067	377,744	384,164	357,580	373,230	367,730	421,886
2023 Monthly Actual	432,192	412,160	409,487									
Month % change:	1.9%	-6.5%	-1.8%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%
2022 Total:	424,257	440,595	416,968	412,360	383,234	337,661	355,177	348,518	328,355	338,635	313,800	394,620



	Trend	2016	2017	2018	2019	2020	2021	2022	2023
January		269,357	305,477	373,515	372,774	368,352	377,678	424,257	432,192
February		381,609	406,056	353,112	306,609	383,373	367,444	440,595	412,160
March		281,559	336,829	344,296	379,289	354,568	372,201	416,968	409,487
April		339,263	339,444	306,609	393,751	366,958	388,265	412,360	0
May		328,761	308,905	366,853	331,330	348,173	362,947	383,234	0
June		277,213	275,798	307,323	328,359	307,871	327,766	356,295	0
July		256,921	305,388	282,163	325,699	316,117	345,102	355,177	0
August		285,519	306,924	323,815	315,215	320,410	327,272	348,518	0
September		285,810	241,469	289,749	276,172	308,226	326,652	328,355	0
October		279,301	337,919	292,254	307,981	324,136	329,333	338,635	0
November		287,552	287,552	299,851	298,037	307,092	330,353	313,800	0
December		347,630	282,396	317,769	387,415	358,984	365,350	394,620	0
Average Change:	5.6%	3,620,495	3,734,156	3,857,310	4,022,631	4,064,260	4,220,364	4,512,814	1,253,839
Jan - Mar		932,525	1,048,361	1,070,923	1,058,672	1,106,293	1,117,323	1,281,820	1,253,839
% Change:			12.4%	2.2%	-1.1%	4.5%	1.0%	14.7%	-2.2%

YTD - February		2023	2022	2021	2020
Type of Construction					
bsfr	Single family	7	17	18	12
bmfr	Multi family	1	0	0	1
bcomm	Commercial	1	1	0	2
		9	18	18	15

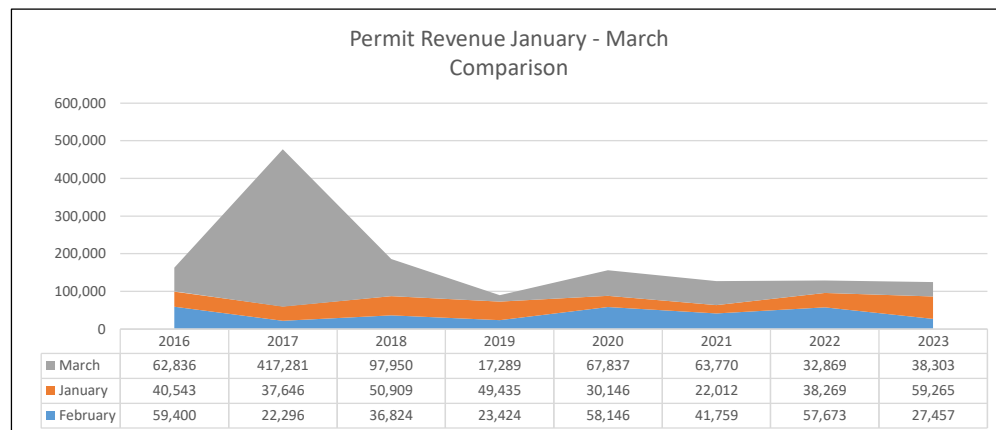
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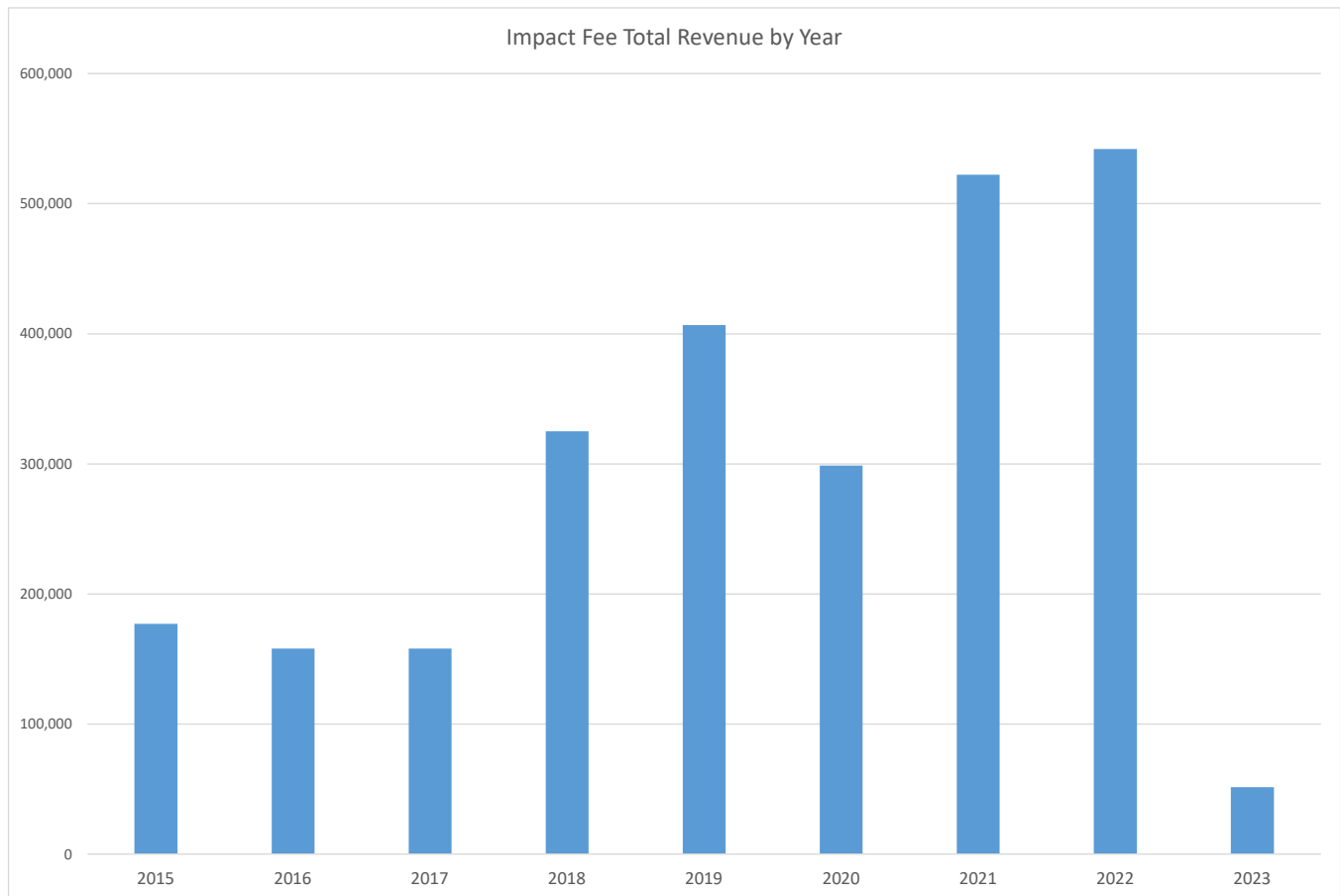


Year	2016	2017	2018	2019	2020	2021	2022	2023
Permit Revenue	645,884	974,350	709,990	618,031	668,460	875,589	727,025	125,025
Total # of Permits	108	103	115	64	67	98	73	9

Building Permit Revenues by Month

Year	2016	2017	2018	2019	2020	2021	2022	2023
January	40,543	37,646	50,909	49,435	30,146	22,012	38,269	59,265
February	59,400	22,296	36,824	23,424	58,146	41,759	57,673	27,457
March	62,836	417,281	97,950	17,289	67,837	63,770	32,869	38,303
April	66,401	70,171	49,316	102,494	70,047	104,849	129,174	
May	91,587	76,816	51,462	52,645	42,837	55,790	82,518	
June	69,296	68,217	80,324	51,172	54,137	46,659	64,311	
July	49,642	71,066	56,868	57,444	70,663	138,206	76,644	
August	64,252	60,555	99,921	88,115	31,103	75,823	71,803	
September	32,719	19,003	77,574	29,884	30,517	84,851	26,269	
October	38,917	47,880	32,541	52,695	128,550	88,917	42,844	
November	32,710	38,720	37,865	45,641	41,113	40,027	46,428	
December	37,582	44,698	38,436	47,794	43,363	112,925	58,223	
Total Permit Revenue	\$ 645,884	\$ 974,350	\$ 709,990	\$ 618,031	\$ 668,460	\$ 875,589	\$ 727,025	\$ 125,025
Permit Revenue Jan - Mar	\$ 162,779	\$ 477,224	\$ 185,683	\$ 90,147	\$ 156,129	\$ 127,541	\$ 128,810	\$ 125,025
Single Fam Permits	99	94	110	52	57	81	62	7
Multi family Permits	0	0	1	1	5	14	3	1
Commercial Permits	9	9	4	11	5	3	8	1
Total Number of Permits:	108	103	115	64	67	98	73	9





Impact Fee Receipts by Month

	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	11,805	13,635	13,635	16,665	21,901	14,135	33,053	10,748	20,587
February	13,290	12,420	12,420	10,605	12,113	12,116	16,613	120,031	1,223
March	13,667	15,255	15,255	49,682	3,346	14,873	20,089	15,622	29,843
April	34,605	21,450	21,450	12,573	3,346	26,975	50,584	50,963	
May	28,935	13,290	13,290	16,282	19,985	18,401	22,658	46,214	
June	14,250	21,450	21,450	40,365	23,680	15,350	49,923	30,331	
July	9,675	7,575	7,575	16,745	6,132	19,277	37,972	19,965	
August	29,351	22,000	22,000	50,984	113,104	11,119	28,009	82,626	
September	3,615	10,232	10,232	77,236	56,007	8,290	61,703	2,268	
October	3,645	6,885	6,885	13,026	19,790	130,654	75,005	19,736	
November	9,090	5,130	5,130	7,800	112,480	7,796	40,492	97,471	
December	5,160	8,805	8,805	13,026	14,921	19,753	86,202	46,064	
Total:	177,087	158,127	158,127	324,988	406,805	298,736	522,302	542,039	51,653

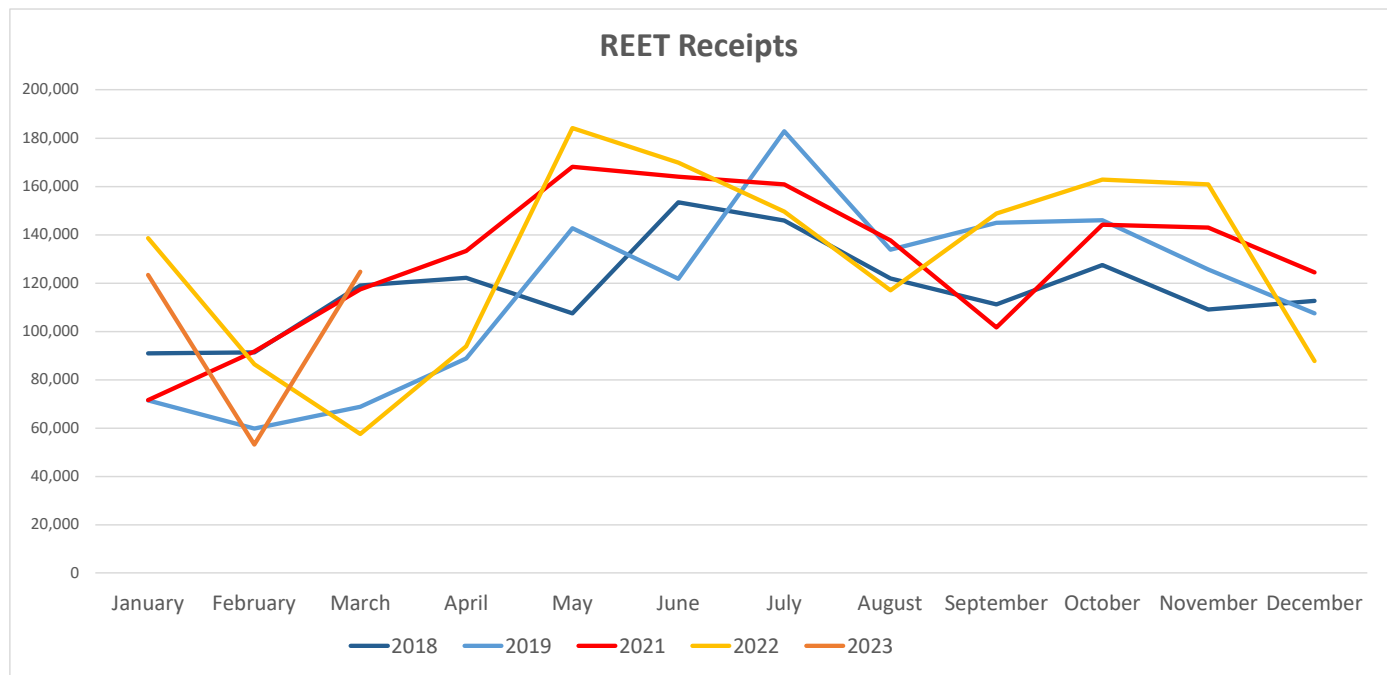
3/31/2023

Budgeted
Use

Cash Balance

Streets	750,438
Parks	161,435
Fire	353,075

784,077	R Avenue Improvements
-	
-	

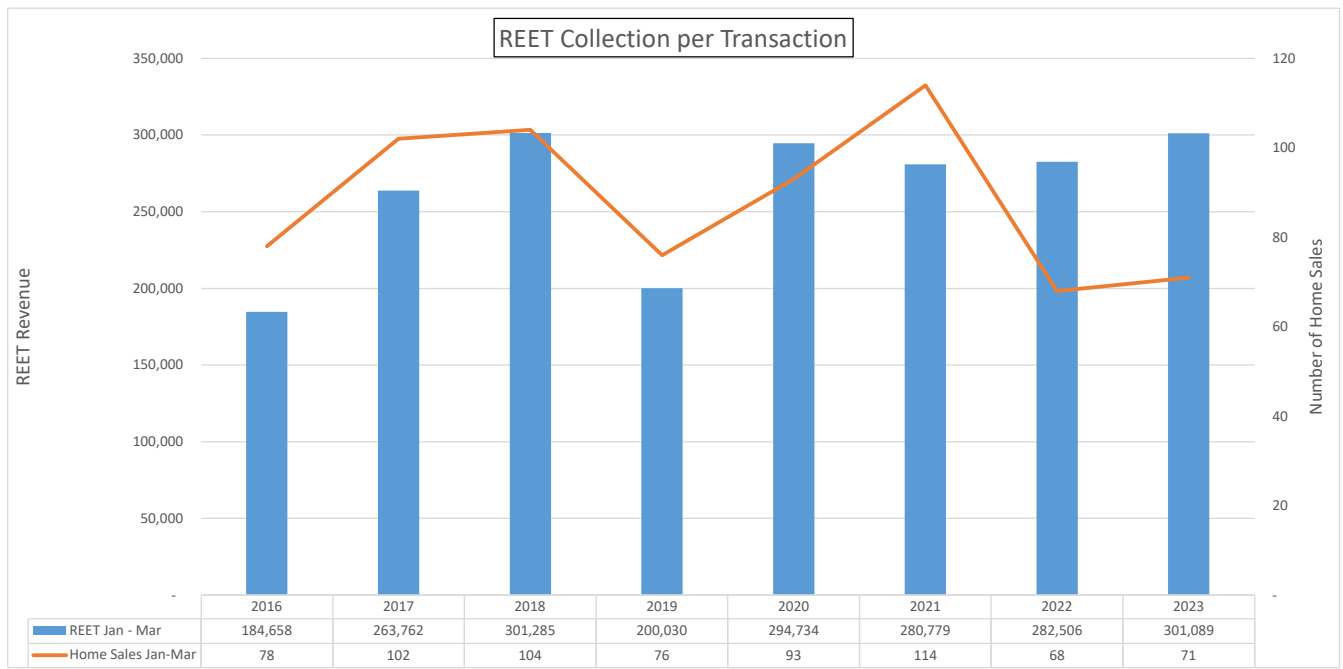


REET Receipts by Month

	2016	2017	2018	2019	2020	2021	2022	2023
January	90,785	108,345	90,855	71,476	149,648	71,592	138,615	123,341
February	41,788	83,871	91,344	59,737	68,822	91,741	86,421	53,099
March	52,085	71,546	119,086	68,816	76,264	117,446	57,470	124,648
April	100,310	113,091	122,262	88,848	109,995	133,383	93,814	
May	128,959	105,290	107,540	142,701	68,237	168,108	184,069	
June	132,996	124,195	153,339	121,806	110,834	164,075	169,907	
July	121,693	158,342	145,919	182,759	142,306	160,909	149,603	
August	157,115	119,278	121,977	133,793	150,709	137,646	117,069	
September	111,482	89,402	111,249	144,927	166,527	101,680	148,809	
October	142,738	107,915	127,479	145,979	136,495	144,241	162,833	
November	122,623	100,151	109,063	125,671	164,106	143,035	160,857	
December	108,345	80,913	112,696	107,435	149,223	124,416	87,736	
Total:	1,310,919	1,262,338	1,412,809	1,393,949	1,493,165	1,558,272	1,557,202	301,089
REET Cash in Jan - Mar:	184,658	263,762	301,285	200,030	294,734	280,779	282,506	301,089

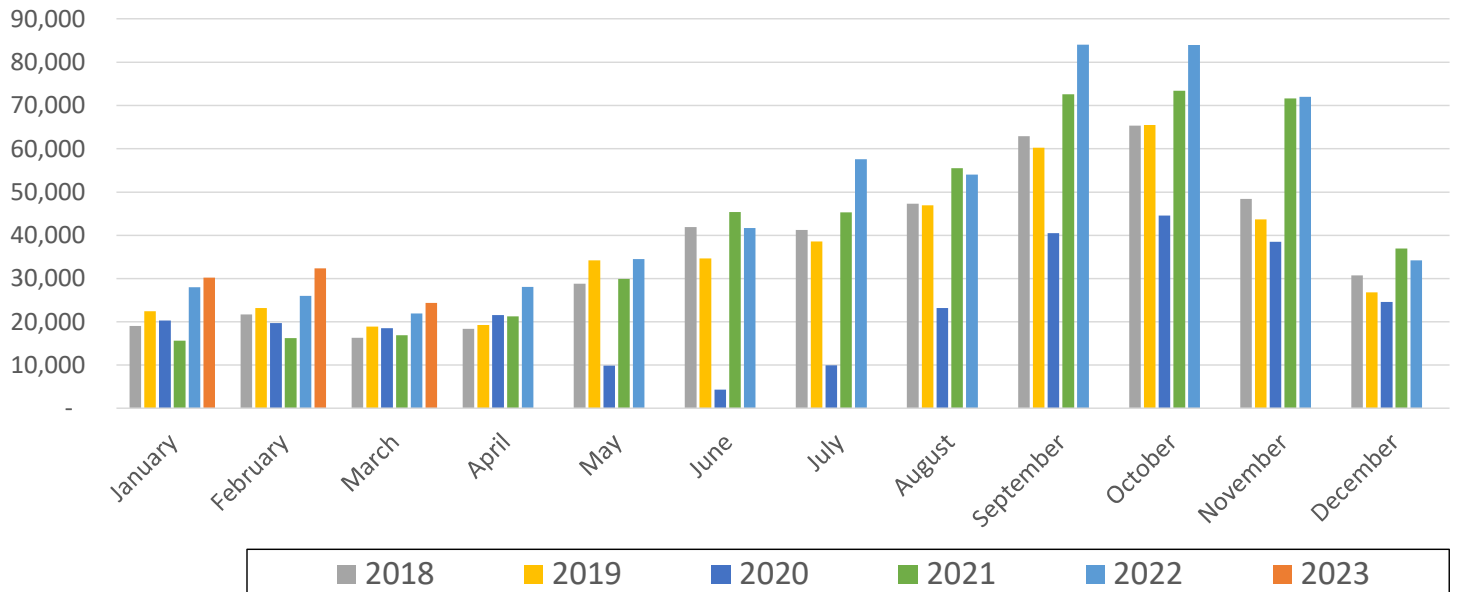
	2016	2017	2018	2019	2020	2021	2022	2023
REET 1 Spent:	715,230	209,060	404,250	509,408	285,615	1,730,500	418,826.67	
REET 2 Spent:	469,887	603,026	1,120,425	579,235	327,500	0	462,495.00	
	1,185,117	812,086	1,524,675	1,088,643	613,115	1,730,500	881,322	0
Change to cash:	125,802	450,252	-111,866	305,306	880,050	-172,228	675,881	

	Cash	Anticipated 3/31/2023 Revenue	Anticipated Transfers	Anticipated Balance		R1 Budget	R2 Budget
REET 1	2,931,653	478,011	1,730,500	1,679,164	Overlays	800,000	
REET 2	1,440,410	478,011	0	1,918,421	ADA Ramps	105,000	
	4,372,063	956,022	1,730,500	3,597,586	Sidewalks	200,000	
					Non Motor Improvements	10,500	
					Parks Infrastructure	25,000	
					Skate Park	100,000	
					Wa Park Restroom	50,000	
					Jim Rice Civic Park Improve	20,000	
					Wa Park Residence Reroof	120,000	
					Facilities	300,000	
						1,730,500	1,730,500
							-



	2016	2017	2018	2019	2020	2021	2022	2023
REET Jan - Mar	184,658	263,762	301,285	200,030	294,734	280,779	282,506	301,089
Home Sales Jan-Mar	78	102	104	76	93	114	68	71
REET per Sale	2,367	2,586	2,897	2,632	3,169	2,463	4,154	4,241

Lodging Tax Receipts



	2016	2017	2018	2019	2020	2021	2022	2023
January	17,536	17,886	19,062	22,489	20,342	15,670	28,007	30,195
February	19,794	23,002	21,713	23,227	19,723	16,233	25,983	32,376
March	14,723	15,558	16,304	18,886	18,518	16,946	21,970	24,356
April	18,327	17,694	18,402	19,242	21,562	21,268	28,065	
May	23,959	26,059	28,812	34,187	9,880	29,926	34,545	
June	28,702	33,354	41,909	34,634	4,300	45,421	41,714	
July	34,718	34,696	41,262	38,593	9,969	45,350	57,611	
August	42,774	49,671	47,304	46,945	23,170	55,496	54,025	
September	56,371	60,826	62,948	60,259	40,472	72,592	84,073	
October	59,795	59,541	65,386	65,474	44,595	73,395	84,008	
November	44,510	55,567	48,402	43,665	38,478	71,660	72,043	
December	24,792	37,117	30,722	26,845	24,579	36,934	34,249	
Total:	386,002	430,970	442,226	434,445	275,588	500,891	566,294	86,927

CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
March 2023

		2023 Adj Budget	Year to date Actuals	25.0%	12/31/2022 Cash Balance
001	GENERAL FUND				
	Revenue	28,714,448	4,591,287	16%	2,097,097 Operating
	Expenditure	28,714,448	7,225,812	25%	4,548,999 Rainy Day
	Difference	0	-2,634,525		
101	PARK & RECREATION				
	Revenue	2,384,451	66,052	3%	1,241,517
	Expenditure	2,384,451	567,646	24%	
	Difference	0	-501,594		
102	CEMETERY				
	Revenue	272,776	16,171	6%	264,450
	Expenditure	272,776	58,860	22%	
	Difference	0	-42,689		
103	LIBRARY				
	Revenue	1,758,064	37,886	2%	722,871
	Expenditure	1,758,064	434,147	25%	
	Difference	0	-396,261		
104	STREET MAINTENANCE				
	Revenue	3,973,282	510,907	13%	1,219,275
	Expenditure	3,973,282	585,718	15%	
	Difference	0	-74,811		
105	STREET CONSTRUCTION				
	Revenue	6,582,350	610	0%	589,491
	Expenditure	6,582,350	152,484	2%	
	Difference	0.00	-151,873		
107	WASHINGTON PARK				
	Revenue	267,233	89,643	34%	264,669
	Expenditure	267,233	52,491	20%	
	Difference	0	37,152		
108	PARKS CAPITAL				
	Revenue	1,615,000	20,075	1%	297,001
	Expenditure	1,615,000	77,896		
	Difference	0	-57,821		
109	AFFORDABLE HOUSING				
	Revenue	695,459	183,678	26%	
	Expenditure	695,459	195,024		
	Difference	0	-11,345		
110	AMBULANCE FUND				
	Revenue	5,495,358	1,239,272	23%	1,162,318
	Expenditure	5,495,357	1,400,901	25%	
	Difference	0	-161,629		

CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
March 2023

		2023 Adj Budget	Year to date Actuals	25.0%	12/31/2022 Cash Balance	
112	DEVELOPMENT IMPACT FEES					
	Revenue	784,077	53,728		722,063	Roads
	Expenditure	784,077			146,211	Parks
	Difference	0	53,728		342,945	Fire
113	ACFL MANAGEMENT FUND					
	Revenue	43,637	985	2%	577,861	
	Expenditure	43,637	9,882	23%		
	Difference	0	-8,896			
135	LODGING TAX					
	Revenue	504,610	89,308	18%	1,427,537	
	Expenditure	504,610	10,701	2%		
	Difference	0	78,607			
335	REET					
	Revenue	1,730,500	308,594	18%	2,658,853	REET 1
	Expenditure	1,730,500		0%	827,371	REET 2
	Difference	0	308,594			
401	WATER				March 0.25%	
	Revenue	32,206,193	4,879,014	15%	Chgs budg	13,373,774
	Expenditure	32,206,193	2,868,913	9%	Actuals:	3,076,080
	Difference	0	2,010,101		% collected:	23.0%
					\$ 23,342,914	Operating
					\$ 1,389,545	Rainy Day
					\$ 7,234,443	Capital
440	SEWER					
	Revenue	32,860,687	2,049,321	6%	Chgs budg	8,483,812
	Expenditure	32,860,687	2,787,839	8%	Actuals:	1,925,070
	Difference	0	-738,518		% collected:	22.7%
					\$ 4,431,907	Operating
					\$ 760,581	Rainy Day
					\$ 9,089,130	Capital
445	STORM DRAIN					
	Revenue	1,652,869	544,206	33%	Chgs budg	2,066,408
	Expenditure	1,652,869	375,335	23%	Actuals:	526,513
	Difference	0	168,871		% collected:	25.5%
					\$ 1,007,832	Operating
					\$ 192,208	Rainy Day
					\$ 7,304	Capital
450	SANITATION					
	Revenue	4,886,280	1,487,323	30%	\$ 1,201,824	Operating
	Expenditure	4,886,280	1,123,587	23%	\$ 544,777	Rainy Day
	Difference	0	363,736			
501	EQUIPMENT RENTAL FUND					
	Revenue	3,140,655	706,617	22%	\$ 1,077,670	Operating
	Expenditure	3,140,655	644,430	21%	\$ 8,855,615	Capital
	Difference	0	62,188			

GENERAL FUND
Primary Revenue Streams
Jan - Mar 2023

		% of Total		
308 FUND BALANCE	Budget	Budget	YTD	25%
Total General Fund cash reserve reliance:	-545,408	-1.9%	0	
310 TAXES				
Total General fund taxes:	12,826,343	44.8%	2,912,626	22.7%
320 LICENSE & PERMITS				
Franchise Fees	252,835		68,010	26.9%
Business Licenses	101,747		30,730	30.2%
Building Permits	438,046		125,025	28.5%
Other	18,744		8,710	46.5%
TOTAL LICENSES & PERMITS	811,371	2.8%	232,476	28.7%
330 SHARED REVENUES				
Marijuana excise tax	33,247		10,145	30.5%
Liquor/Beer Excise Tax	122,657		29,629	24.2%
Liquor Control Board Profits	136,782		34,175	25.0%
County Public Safety Sales tax rebate	157,944			0.0%
Grants and other	200,473		137,583	68.6%
TOTAL SHARED REVENUES	651,103	2.3%	211,532	32.5%
340 CHARGES FOR GOODS & SERVICES				
Fiber Department	1,844,270		351,749	19.1%
Others	166,883		11,839	7.1%
TOTAL CHARGES	2,011,153	7.0%	363,587	18.1%
350 FINES & FORFEITS				
General fund:	112,422	0.4%	14,941	13.3%
360 MISCELLANEOUS REVENUES				
General fund:	138,443	0.5%	156,912	113.3%
370 CONTRIBUTED CAPITAL				
General fund:	2,259,628	7.9%	1,036	0.0%
380 OTHER SOURCES				
Overhead Accruals	1,226,578		306,642	25.0%
DIS reimbursements	1,343,853		391,534	29.1%
Other	282,784		0	0.0%
TOTAL OTHER SOURCES	2,853,215	10.0%	698,176	24.5%
390 NON REVENUES				
Debt issuance, Transfers	7,518,178		0	0.0%
TOTAL GENERAL FUND REVENUES	28,636,448		4,591,287	16%

CITY OF ANACORTES
GENERAL FUND
Expenditures
January - March 2023

Dept #	Department	% of Total	2023 Adj Budget	2023 Actuals	25% % Exp
110	Legislative	1.2%	337,107	79,142	23%
120	Executive	0.8%	228,682	68,713	30%
130	Judicial	3.0%	872,539	210,262	24%
210	Finance	3.0%	870,486	204,961	24%
220	Data Processing	5.2%	1,499,745	454,689	30%
230	HR	1.5%	440,949	126,996	29%
240	Planning	6.3%	1,796,336	529,213	29%
250	Legal	2.3%	647,156	147,923	23%
260	Fiber	31.0%	8,893,323	750,487	8%
310	Police	27.2%	7,816,979	1,931,558	25%
320	Medic/Fire	13.7%	3,939,172	2,384,415	61%
450	Museum	1.8%	504,016	132,625	26%
712	Engineering	0.6%	182,950	26,092	14%
713	Facilities	2.3%	655,074	175,484	27%
714	Resource Consv.	0.1%	29,931	0	0%
	Total Expenses	100%	28,714,448	7,222,562	25%
	Total Revenues			<u>4,591,287</u>	
	Positive / (Negative)			<u>(2,631,275)</u>	

2023 PROJECTS											Interfund transfers				
Fund	Projects	Total Cost	Grants	Impact Fees	REET I	REET II	Taxes (TBD & Utility)	Contributions	Fund Bal	Total Funding	Amount	From fund	To fund	Type	
	104 Overlay program	1,800,000			800,000					800,000	800,000	335	104	REET 1	104 800,000
	105 ADA Ramps	105,000			105,000					105,000	105,000	335	105	REET 1	105
	105 Sidewalks	200,000			200,000					200,000	200,000	335	105	REET 1	1,099,577
	105 S Comm Ave Phase 1 (Grant)	500,000	500,000							500,000	Grant				
	105 R Ave Improvements(Grant 13.5% Match)	5,384,077	4,600,000	784,077						5,384,077	784,077	112	105	Impact	
	105 H Avenue Multimodal Connector	200,000	200,000							200,000	Grant				
	105 Non Motorized Improvements	10,500			10,500					10,500	10,500	335	105	REET 1	
	Cap Sante Lookout and Trail														
	108 Improvements	150,000						150,000		150,000					108
	108 Parks Infrastructure	25,000			25,000					25,000	25,000	335	108	REET 1	
	108 Skate Park	900,000			100,000			800,000		900,000	100,000	335	108	REET 1	
	108 Thompson Causeway	350,000						350,000		350,000	Donation				315,000
										-					
	108 Wa Park Restroom	50,000			50,000					50,000	50,000	335	108	REET 1	
	108 N Avenue Park Improvements									-					
	108 Jim Rice Civic Park Improve	20,000			20,000					20,000	20,000	335	108	REET 1	
	108 Wa Park Residence Reroof	120,000			120,000					120,000	120,000	335	108	REET 1	
	001.713 Facilities Projects CFP				300,000					300,000	300,000	335	1	REET 1	001 300,000
											-	335	108	REET 1	
		9,814,577								8,994,577					
Total use in 2022:				784,077	1,730,500	-				2,514,577					2,514,577
										5,384,077	784,077	Imp Fees			
											300,000	Grant			
											800,000	Grant			
											3,500,000	Grant			