

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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

August 7, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Fiber Committee (Report)
 - b. Housing Affordability and Community Services Committee (Report)
 - c. Public Works Committee (Report)
 - d. Public Safety Committee (Report)
 - e. Port / City Liaison Committee (Report)
 - f. Police Officers Swearing In (Presentation)
4. **Public Comment**
 - a. Written Public Comment - Nadja Rua
5. **Consent Agenda**
 - a. Minutes of July 24, 2023 (Action)
 - b. Approval of claims in the amount of \$618,703.59 (Action)
 - c. Contract Awards: Treatment Plant Chemicals 2023-2025 #23-198-IDS (Action)
 - d. Contract Award: N Ave Sewer Lines Replacement Project #23-228-SEW-001 (Action)
6. **Other Business**
 - a. Interlocal Agreement #23-216-ENG-001 with Skagit County for Mutual Assistance on Minor Projects (Discussion/Action)
 - b. Ordinance 4055: Updating Chapter 1.30 in the Anacortes Municipal Code (Discussion/Possible Action)
 - c. Resolution 3123: Updating the Purchasing Policy and Procurement Roster Procedures

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.

(Discussion/Possible Action)

- d. * Resolution 3128: Authorizing the Mayor to Approve the Purchase of up to 5 Police Vehicles (Action)
- e. Interlocal Agreement with Skagit County for EDA Fiber Expansion Project Funding #23-013-FBR-003 (Discussion/Action)
- f. Contract Award – EDA Fiber Expansion Project - Materials #23-013-FBR-001 (Discussion/Action)

7. **Adjournment**

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

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From: [Nadia](#)
To: [CityClerk](#)
Subject: Renters rights & open government RCWs
Date: Wednesday, July 26, 2023 7:38:17 AM

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

Requesting city of Anacortes address lack of renters rights that allows landlord retaliation raising rent 100% and provide actual renter protection from harassment from neighbors and landlords.- including ongoing municipal code violations.

Requesting explanation for city of Anacortes employees not following open government RCWs preserving records filed in formal processes submitted in city hall office and not made available under public records requests.

Anacortes City Council Minutes - July 24, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of July 24, 2023 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Anthony Young, Carolyn Moulton, and Bruce McDougall were present. Councilmember Amanda Hubik participated in the meeting remotely via Zoom. Councilmember Christine Cleland-McGrath was absent.

Ms. Moulton moved, seconded by Mr. Young, to excuse the absence of Ms. Cleland-McGrath. 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 that the next City Council meeting would be on August 7, 2023. He reminded the public that the primary election is on August 1, 2023, and that National Night Out will also be on August 1st with event details on the [city web page](#).

Housing Affordability and Community Services Committee

Ms. Moulton reported from the Housing Affordability and Community Services Committee meeting held the previous Wednesday. The topics discussed included a memorandum of understanding for human services coordination with Community Action of Skagit County and other service providers to coordinate efforts while safeguarding individual privacy. The committee also discussed low income tenants aging out of affordable housing and a software application being adopted by Skagit County to keep track of community service providers.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included a preview of the Capital Facilities Plan, including proposed intersection improvements at 6th Street and 8th Street, and connecting Commercial Avenue and the Marina via 9th Street.

Information Technology Committee

Mr. Walters reported from the Information Technology Committee meeting. The topics discussed included a preview of the Capital Facilities Plan, including a replacement Enterprise Resource Planning software application to replace the current system, Eden. He detailed estimated project costs of up to \$1.5 million for the software purchase and an additional \$150,000 to contract with a consultant to develop and write the request for proposal and assist city staff with initial implementation.

Fiber Committee

Mr. Walters reported from the Fiber Committee meeting. The topics discussed included a preview of the Capital Facilities Plan, including the award of a \$500,000 grant from Skagit County for fiber network support, funding requirements for building out the light industrial corridor along State Route 20 and the remaining areas within the city limits, and the Fiber budget in light of the line of credit coming due on January 1, 2024.

North Star Housing Work Group

Mr. Walters reported from the North Star Housing Work Group meeting held earlier that day. The topics discussed included the process for updating county-wide planning policies to account for climate change and incorporating state housing production targets. The work group also discussed affordable housing, including multi-family tax exemption programs.

Public Comment

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

Public comment was given as follows:

Ron Beasley of Anacortes addressed the property located at 1211 19th Street being used for storage of junk vehicles and other commercial activities in an area not zoned for commercial use, and the negative effect upon his property's value.

Mary Jo McArdle of Anacortes spoke about traffic safety on M Avenue north of Island Health.

Consent Agenda

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

a. Minutes of July 17, 2023

b. Approval of claims in the amount of \$470,463.83

The following vouchers/checks were approved for payment:

EFT numbers: 106832 through 106871, total \$184,008.37

Check numbers: 106872 through 106905, total \$245,300.47

Wire transfer numbers: 327062 through 328308, total \$41,154.99

c. Contract Award: Washington Park Trail Repair Project - Design #23-209-PRK-001

d. Interlocal Agreement #23-213-LEG-001 Funding North Similk Pump Drainage Study

Other Business

Ordinance 4053: 2nd Quarter Budget Amendment

Finance Director, Steve Hoglund, introduced Ordinance 4053: 2nd Quarter Budget Amendment. He detailed the included items, which were for Fire and Emergency Medical Services, Anacortes Senior Activity Center (Parks and Recreation), and the Library.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council.

Discussion topics included:

- Association of Washington Cities grant allocation.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to approve Ordinance 4053. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

2nd Quarter Finance Update

Finance Director, Steve Hoglund, provided a 2nd Quarter Finance update, referring to a slide presentation that was included in the packet materials for the meeting.

Discussion topics included:

- reasons for the decline in tax revenues, public utility conservation efforts, state legislation related to decreasing consumption by public utilities, the number of units in the multi-family permit issued in

2023, revenue categorization, sidewalks, and impact fee breakdown over time.

Mayor Miller invited the public to comment on the agenda item.

Public comment was provided as follows:

Mary Jo McArdle asked how the presented budget captured sidewalk funding for construction and repairs.

Ordinance 4055: Updating Chapter 1.30 in the Anacortes Municipal Code

City Attorney, Darcy Swetnam, introduced Ordinance 4055: Updating Chapter 1.30 in the Anacortes Municipal Code, referring to a slide presentation that was added to the packet materials for the meeting. She thanked Contracts Specialist, Tiffany Matson, for her efforts in drafting the code updates.

Discussion topics included:

- staff review requirements, delegation of the Mayor's contract signature authority, and Mayor-Council notification requirements regarding emergency declarations.

Resolution 3123: Updating the Purchasing Policy and Procurement Roster Procedures

City Attorney, Darcy Swetnam, introduced Resolution 3123: Updating the Purchasing Policy and Procurement Roster Procedures, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- apprenticeship programs in creating jobs for younger generations and compost procurement market goals.

Interlocal Agreement 23-092-PRK-003 for the Administration of the Tommy Thompson Trail Trestle Causeway Replacement Planning

Parks and Recreation Director, Jonn Lunsford, introduced Interlocal Agreement 23-092-PRK-003 with the Samish Indian Nation for the administration of the Tommy Thompson Trail Trestle Causeway replacement planning, referring to a slide presentation that was added to the packet materials for the meeting. Interim Public Works Director, Tim Hohmann, assisted in answering questions from the Council.

Discussion topics included:

- eel grass habitat restoration efforts, additional funding sources, and Samish lobbying efforts to attain federal funding.

RYAN WALTERS moved, seconded by BRUCE MCDOUGALL, to approve interlocal agreement #23-092-PRK-003 with the Samish Indian Nation. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Ordinance 4054: AMC Chapter 10.12 Parking Code Update

Mr. Walters re-introduced Ordinance 4054: AMC Chapter 10.12 Parking Code Update, which was previously considered at the [June 26th](#) and [July 17th](#) City Council meetings. He summarized the changes made to the current draft, including the street block definition suggested by Ms. Cynthia Richardson and parking limits on

oversize vehicles in areas characterized by residential development.

Mayor Miller invited the public to comment on the agenda item.

Public comment was provided as follows:

J.J. Henry of Anacortes commented on recreational vehicles parked on R Avenue and asked that overnight parking not be allowed.

Mary Jo McArdle of Anacortes asked if enforcement methods would be complaint-based or through active enforcement. She then addressed language clarification for oversize vehicles and construction vehicles, violation classes, and links to Revised Code of Washington references in the code update.

Mark McEathron of Anacortes advocated that the Council pass the parking ordinance in light of the need to regulate overnight parking.

Courtney Orrock of Anacortes encouraged the Council to pass the parking ordinance and continue to act in regulating illegal parking.

Jamie Martin of Anacortes discussed time limits for recreational vehicles and generator noise.

Discussion topics included:

- enforcement efforts, parking limits for oversize vehicles at 10.12.340.A., and penalties.

RYAN WALTERS moved, seconded by BRUCE MCDOUGALL, to approve Ordinance 4054 with 10.12.340.A. to read "in excess of 24 hours" and add the definition of "street block" at 10.12.130 of Attachment A. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 8:35 p.m. the Anacortes City Council meeting of July 24, 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 August 7, 2023 City Council meeting:

[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
328857	1/24/2023	19112	TRANSPORTATION SOLUTIONS INC	ON-CALL TRANSPORTATION	\$ 2,684.89	pw1
328852	1/31/2023	882	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - JANUARY 2023	\$ 6,134.40	pw1
328858	3/29/2023	19177	TRANSPORTATION SOLUTIONS INC	ON-CALL TRANSPORTATION ENGINEERING SERVICES: UNIMPROVED RIGHT-OF-WAY POLICY	\$ 410.00	pw1
329024	4/24/2023	892792	HASA, INC	SODIUM HYPOCHLORITE - 23-168	\$ 5,016.08	dwtpt
328446	5/11/2023	P0001-84	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - APRIL 2023	\$ 386.00	dwtpt
328445	5/30/2023	RS-000000700	DEPARTMENT OF ECOLOGY	ECOLOGY SAM INVOICE	\$ 7,848.00	pw1
328376	6/6/2023	271317	SCOTT RICHARDS INSURANCE, INC	ADD 6 VEHICLES TO AUTO POLICY	\$ 3,096.00	finance
329025	6/7/2023	892234	HASA, INC	SODIUM HYPOCHLORITE - 23-191	\$ 5,059.80	dwtpt
329027	6/19/2023	895146	HASA, INC	SODIUM HYPOCHLORITE - 23-200	\$ 5,026.07	dwtpt
328702	6/20/2023	324144	DEPT OF LABOR & INDUSTRIES	ELEVATOR INSPECTION	\$ 457.00	pwfac
328583	6/27/2023	INV-001182	ACE CLEAN	2023 FACILITIES WINDOW CLEANING	\$ 4,500.00	pw1
328573	6/28/2023	0623426	BAYSIDE SERVICES	36-INCH WATER TRANSMISSION LINE EMERGENCY REPAIR: HYDRO EXCAVATOR SERVICES	\$ 2,051.73	dwtpt
328565	6/29/2023	0623432	BAYSIDE SERVICES	36-INCH WATER TRANSMISSION LINE EMERGENCY REPAIR: HYDRO EXCAVATOR SERVICES	\$ 818.30	dwtpt
328586	6/29/2023	1598873770	MARKER DDS, TIMOTHY J	LEOFF1 DENTAL SERVICES R. COUSINS	\$ 265.00	hr
328853	6/30/2023	1060	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - JUNE 2023	\$ 13,960.52	pw1
329062	6/30/2023	11-0623ANCTWQAP-P2	CONFLUENCE ENGINEERING GROUP L	WATER QUALITY ASSESSMENT AND PLANNING - JUNE 2023	\$ 2,125.00	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
329047	6/30/2023	21863 - 2	H W LOCHNER, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - 5/27/23-6/30/23	\$ 3,309.53	pw1
328367	6/30/2023	2225	SKAGIT CONSERVATION DISTRICT	NPDES II OUTREACH & EDUCATION - JUNE 2023	\$ 901.59	pw1
328860	6/30/2023	2440	SKAGIT COUNCIL OF GOVERNMENTS	STAFFING SERVICES FOR GROWTH MANAGEMENT ACT SUPPORT IN SK CO - 4/1/23-6/30/23	\$ 705.61	plan
328442	6/30/2023	688	BOYS & GIRLS CLUBS	FUNDING AGREEMENT - LUNCH PROGRAM - JUNE	\$ 160.00	finance
328562	6/30/2023	CL62706	REISNER DISTRIBUTOR INC	VEHICLE FUEL - JUNE	\$ 32,447.94	finance
329045	6/30/2023	INV2673651-1	COPIERS NORTHWEST, INC	COPIER PURCHASE FOR COURT~	\$ 1,016.74	court
328536	7/1/2023	35545	COMMERCIAL ALARM & DETECTION	LIBRARY FIRE ALARM MONITORING AGREEMENT	\$ 97.92	pw1
329052	7/1/2023	7/1/2023	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - JULY 2023	\$ 4,166.67	apd
329029	7/3/2023	898662	HASA, INC	SODIUM HYPOCHLORITE - 23-210	\$ 5,055.48	dwtpt
328555	7/5/2023	35966	SKAGIT PUBLISHING LLC	PUBLISH AA-391459	\$ 121.80	plan
328691	7/6/2023	0675	FIDALGO CLEANING	CLEANING	\$ 180.00	museum
328690	7/6/2023	0676	FIDALGO CLEANING	CLEANING	\$ 120.00	museum
328540	7/7/2023	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 6/7 - 7/6/23	\$ 34.79	dshop
328582	7/10/2023	231312	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - PUBLIC SAFETY BUILDING BLOWER FAN REPAIR	\$ 196.38	pw1
328575	7/10/2023	FB38518	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - JUNE 2023	\$ 8,280.75	dwtpt
328558	7/12/2023	36075	SKAGIT PUBLISHING LLC	PUBLISH AA-395549	\$ 40.60	legal
328585	7/12/2023	460509	SKIDMORE PHARMACY INC.	PHARMACY COPAYS, LEOFF 1 RETIREE	\$ 54.00	hr
328369	7/12/2023	52143	SCRAP-IT	RV DISPOSAL	\$ 2,430.87	dshop
328370	7/12/2023	52144	SCRAP-IT	RV DISPOSAL	\$ 1,750.01	dshop
328593	7/12/2023	INV2675110	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 6/11-7/10/23	\$ 210.22	finance
328366	7/13/2023	1200538816	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 06/04/2023 - 07/01/2023	\$ 5,657.54	dwtpt
329017	7/14/2023	0001477	CITY OF BURLINGTON	DARK FIBER & RACK SPACE	\$ 275.00	fiber
328374	7/14/2023	52655	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL	\$ 126.08	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
328436	7/15/2023	238304	LAKESIDE INDUSTRIES, INC.	WA CLASS G ASPHALT	\$ 2,166.57	dshop
328439	7/15/2023	238513	LAKESIDE INDUSTRIES, INC.	KANSAS AVE PROJECT - ROCK	\$ 7,499.42	dshop
328437	7/15/2023	238568	LAKESIDE INDUSTRIES, INC.	5/8 ROCK	\$ 228.83	wdist
328438	7/15/2023	238569	LAKESIDE INDUSTRIES, INC.	EZ STREET ASPHALT	\$ 656.49	wdist
329020	7/17/2023	0707	FIDALGO CLEANING	APD CLEANING & SUPPLIES 7/17-7/30/23	\$ 800.00	apd
328368	7/17/2023	12P33800	MOTOR TRUCKS, INC	PARTS #517	\$ 1,974.37	dshop
328729	7/17/2023	14620180	PAPE MACHINERY INC.	PARKS MAINTENANCE SUPPLIES	\$ 39.79	parks1
328547	7/17/2023	23-47296	BUDGET TOWING & AUTO REPAIR	TOWING; APD CASE 23-A05281 (RV TO SECURE AREA FOR SEARCH)	\$ 603.84	apd
329031	7/17/2023	902051	HASA, INC	SODIUM HYPOCHLORITE - 23-218	\$ 4,989.41	dwtpt
328561	7/17/2023	98086667	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,467.52	dwtpt
328534	7/17/2023	SDW_PSI14509	WOOD'S LOGGING SUPPLY	AIR FILTER KIT #6996	\$ 72.94	dshop
328553	7/18/2023	007N5475	HARRINGTON INDUSTRIAL	PARTS TO REBUILD ALUM TRANSFER PUMP MANIFOLD	\$ 277.95	dwtpt
328533	7/18/2023	1195866-2	FERGUSON ENTERPRISES, INC	WATER INVENTORY - M520M	\$ 5,875.20	wdist
328587	7/18/2023	1255576864	GRAY, MATTHEW	DENTAL SERVICES, LEOFF 1 RETIREE, W. ROSS	\$ 266.00	hr
328588	7/18/2023	146916	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES RE TEAMSTERS GRIEVANCE	\$ 1,050.00	hr
328541	7/18/2023	1478010	SKAGIT COUNTY SOLID WASTE FUND	WTP DUMP RUN 0.47 TN	\$ 51.13	dwtpt
328542	7/18/2023	230857	T-SHIRTS BY DESIGN	WTP UNIFORMS	\$ 1,270.78	dwtpt
328364	7/18/2023	2859253	FOSTER GARVEY PC	WATER UTILITY ISSUES - JUNE 2023	\$ 1,200.00	legal
329121	7/18/2023	343095	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 1,887.66	pwfac
328535	7/18/2023	806884	BLADE CHEVROLET, INC	KEYS VEH #1006	\$ 128.43	dshop
328850	7/18/2023	872030	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE 1 PALLET, 40 BAGS	\$ 2,564.00	dwtpt
328496	7/18/2023	INV00075940	USA BLUE BOOK	BUFFER, CA610 FLUORIDE ANALYZER MAINTENANCE KIT X 2	\$ 821.52	dwtpt
328552	7/18/2023	No.2	LYNDEN YOGA COLLECTIVE	3 JUNE CLASSES	\$ 375.00	medic
328577	7/18/2023	PS230006	BLYTHE MECHANICAL, INC	WWTP HEADWORKS AND SECONDARY UNIT HEATER REPLACEMENT	\$ 43,541.76	dwtpt
328532	7/19/2023	0009107	FERGUSON ENTERPRISES, INC	WATER INVENTORY - REGISTERS	\$ 4,417.28	wdist
328546	7/19/2023	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 6/20-7/18/23	\$ 407.80	apd

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
328551	7/19/2023	113308	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 266.00	dwtp
328693	7/19/2023	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 6/20-7/18/2023	\$ 739.71	publib
328559	7/19/2023	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 6/20 - 7/18	\$ 23.05	medic
328688	7/19/2023	199 800 0000 4	CASCADE NATURAL GAS CORP.	703 R AVENUE 6/20-7/18/23	\$ 21.80	museum
328492	7/19/2023	23-20089	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
328554	7/19/2023	23-2069	IMS ALLIANCE	PASSPORT NAMETAGS, PASSPORT COLLECTORS	\$ 342.72	medic
328493	7/19/2023	23-21232	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
328537	7/19/2023	231454	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - WTP HSPS AAON UNIT REPAIR	\$ 1,135.70	pw1
328549	7/19/2023	251658P-2	BIRCH EQUIPMENT CO., INC	GENERATOR RENTAL FOR INTAKE TRANSFORMER	\$ 6,304.74	dwtp
328733	7/19/2023	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 6/20-7/18/23	\$ 49.96	parks1
328365	7/19/2023	2859254	FOSTER GARVEY PC	PROPERTY ISSUES - THROUGH 07/18/2023	\$ 1,575.00	legal
328567	7/19/2023	36274	SKAGIT PUBLISHING LLC	PUBLISH AA-397201	\$ 150.22	plan
328568	7/19/2023	36275	SKAGIT PUBLISHING LLC	PUBLISH AA-398272	\$ 129.92	plan
328569	7/19/2023	36276	SKAGIT PUBLISHING LLC	PUBLISH AA-398300	\$ 121.80	plan
328737	7/19/2023	364 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 6/20-7/18/23	\$ 16.51	parks1
328738	7/19/2023	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 6/20-7/18/23	\$ 71.35	parks1
328734	7/19/2023	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 6/20-7/18/23	\$ 26.82	parks1
328939	7/19/2023	560613829	SIGMA-ALDRICH, INC.	CHLORINE AND TURBIDITY LAB PROFICIENCY MATERIALS	\$ 184.47	dwtp
328736	7/19/2023	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 6/20-7/18/23	\$ 13.00	parks1
328557	7/19/2023	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 6/20 - 7/18/23	\$ 65.80	medic
328494	7/19/2023	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS: 6/20-07/18/23	\$ 175.20	dshop
328441	7/19/2023	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 6/20-7/18/23	\$ 14.26	finance
328689	7/19/2023	912 800 0000 0	CASCADE NATURAL GAS CORP.	CARNEGIE 6/20-7/18/23	\$ 43.27	museum
328735	7/19/2023	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 6/20-7/18/23	\$ 21.80	parks1
328440	7/19/2023	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 6/20-7/18/23	\$ 13.00	dwwtp
328544	7/19/2023	BI-0364303	BECKWITH & KUFFEL	WWTP FLUIDIZED BLOWER	\$ 4,588.10	dwwtp
328578	7/19/2023	BI-0364304	BECKWITH & KUFFEL	WWTP FLUIDIZED BLOWER MOTOR BEARING REPLACEMENT/ ALIGNMENT	\$ 2,357.69	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
328531	7/19/2023	PS230036	BLYTHE MECHANICAL, INC	BLUE HERON RESERVOIR DUCTLESS HEAT PUMP SYSTEM INSTALLATION	\$ 24,849.92	pw1
328556	7/20/2023	007N5526	HARRINGTON INDUSTRIAL	ELBOWS	\$ 79.33	dwtpt
328579	7/20/2023	119161	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - FIBER STORAGE CONTAINERS	\$ 10,204.12	pw1
328495	7/20/2023	23-21356	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR INTOWN	\$ 209.00	dwtpt
329064	7/20/2023	343110	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 2,070.83	pwfac
328584	7/20/2023	360089837	AWC EMPLOYEE BENEFIT TRUST	COBRA COVERAGE PAYMENT AUGUST 2023	\$ 921.12	hr
328794	7/20/2023	36302	SKAGIT PUBLISHING LLC	PUBLISH SVH-397379	\$ 129.12	legal
329023	7/20/2023	4988	SIGND OG NW	PARKS MAINTENANCE JOB-BASEBALL FIELD	\$ 103.37	parks1
328543	7/20/2023	524454	PROFORCE LAW ENFORCEMENT	TASER; NEW CSO HARRIS	\$ 626.69	apd
328865	7/20/2023	9940128533	VERIZON WIRELESS	SCADA COMMUNICATION - PUMP STATIONS 6/21-7/20/23	\$ 1,223.76	dwwtpt
328560	7/20/2023	INV25017	SEAWESTERN, INC.	REPLACEMENT PPE - VARRELMAN	\$ 3,581.60	medic
328443	7/20/2023	INV2679298	COPIERS NORTHWEST, INC	COURT & ASC COPIES	\$ 628.42	finance
328435	7/20/2023	JUN23	SKAGIT LAW GROUP, PLLC	PROSECUTION SERVICES -JUNE 23	\$ 6,700.00	attorney
328571	7/20/2023	ReimbHernandez	HERNANDEZ, CRISTIAN	REIMBURSEMENT FOR WATERWORKS UPGRADE TO WTPO 2 FFF	\$ 88.74	dwtpt
328859	7/21/2023	1200541601	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - DESIGN - 6/4/23-7/1/23	\$ 16,341.91	pw1
328572	7/21/2023	19324	TRANSPORTATION SOLUTIONS INC	2023 SS4A GRANT APPLICATION SERVICES - 6/16/23-7/15/23	\$ 790.00	pw1
328550	7/21/2023	23-47367	BUDGET TOWING & AUTO REPAIR	TOWING; APD CASE 23-A05281 (RV FROM APD TO IMPOUND YARD)	\$ 402.56	apd
328732	7/21/2023	230872	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 696.32	pkrec
328728	7/21/2023	230873	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 337.28	pkrec
328701	7/21/2023	304.0002019.240 - 28	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH-13TH ST DESIGN - TO 6/30/23	\$ 29,652.36	pw1
328851	7/21/2023	52663	KRIEG CONSTRUCTION, INC	CONCRETE & ASPHALT DISPOSAL-STREET DEPT	\$ 232.19	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
328538	7/21/2023	E23048P	ELEMENTAL AIR, LLC	WWTP ANNUAL INCINERATOR EMISSIONS TESTING	\$ 4,754.00	dwwtp
328564	7/21/2023	P0002-67	QCC QUALITY CONTROLS CORP.	ON-CALL PROFESSIONAL SERVICES AT THE WTP - JUNE 2023	\$ 2,470.00	dwwtp
328581	7/21/2023	P0002-68	QCC QUALITY CONTROLS CORP.	WTP INTAKE OIT REPLACEMENT	\$ 6,043.60	dwwtp
328793	7/22/2023	239111	LAKESIDE INDUSTRIES, INC.	ASPHALT- KANSAS AVE PROJECT	\$ 11,944.87	dshop
328791	7/22/2023	239343	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK- KANSAS AVE PROJECT	\$ 250.69	dshop
328792	7/22/2023	239344	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK- KANSAS AVE PROJECT	\$ 1,162.79	dshop
329063	7/24/2023	18134	ANCHOR QEA, LLC	FORMER WTP MATTER NO. 96	\$ 52,146.79	dwwtp
328697	7/24/2023	E23048P-1	ELEMENTAL AIR, LLC	WWTP ANNUAL INCINERATOR EMISSIONS TESTING	\$ 5,807.00	dwwtp
328687	7/24/2023	INV-39320	POWERDMS, INC	MORE LICENSES TO POLICY MANUAL: 7/20/23 - 5/18/24	\$ 121.48	apd
328563	7/24/2023	QTR 2 Reimbursement	ANACORTES CHAMBER OF COMMERCE	LODGING TAX RECIPIENT EXPERIENCE ANACORTES	\$ 33,517.94	plan
328566	7/24/2023	QTR 2 Visitor Center	ANACORTES CHAMBER OF COMMERCE	2ND QTR PAYMENT TO CHAMBER F	\$ 18,750.00	plan
328700	7/25/2023	1628877	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 151.00	dshop
328727	7/25/2023	1628894	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 252.00	finance
328698	7/25/2023	1628897	WALTON BEVERAGE COMPANY, INC	5 LBS COFFEE (7/25)	\$ 63.00	medic
329014	7/25/2023	16871	GENERAL FIRE	HALLICGAN PRO BARS	\$ 974.94	medic
328934	7/25/2023	23-20090	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER	\$ 658.00	dwwtp
328854	7/25/2023	3417-1	MCCLURE & SONS, INC, LES MCCLURE	SECONDARY CLARIFIER DRIVE UNIT REPLACEMENT PROJECT: INSTALLATION	\$ 53,724.46	pw1
329059	7/25/2023	52664	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL- QUEEN ANN WAY PAVING PROJECT	\$ 923.84	dshop
328695	7/25/2023	ContractHawkeyes	ANACORTES HAWKEYE WRESTLING	PAYMENT FOR WRESTLING CAMP 2023	\$ 900.00	pkrec
329038	7/25/2023	IN1909496	MUNICIPAL EMERGENCY SERVICES	SERVICE EXTRICATION TOOLS	\$ 1,447.31	medic
329046	7/26/2023	0158244-IN	SWS EQUIPMENT	PARTS #5555	\$ 1,481.37	dshop
329037	7/26/2023	12P34311	MOTOR TRUCKS, INC	PARTS- #516	\$ 1,677.17	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
328935	7/26/2023	23-20977	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
328937	7/26/2023	23-22051	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
328938	7/26/2023	23-22056	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR INTOWN	\$ 209.00	dwtp
328866	7/26/2023	258462	NORTHSTAR CHEMICAL INC.	INCINERATOR CHEMICALS	\$ 4,070.60	dwwtp
329124	7/26/2023	343110A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 310.90	pwfac
329125	7/26/2023	343163	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 4,090.88	pwfac
329122	7/26/2023	3433095A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 4,013.51	pwfac
329026	7/26/2023	4003	C & C TIMBER INC	FIREWOOD FOR WA PARK RESALE	\$ 2,223.00	parks1
329058	7/26/2023	52666	KRIEG CONSTRUCTION, INC	ASPHALT DISPOSAL- QUEEN ANN WAY PAVING PROJECT	\$ 370.88	dshop
329010	7/26/2023	7312160947	CARDINAL HEALTH 110, INC.	PHARMA: ADENOSINE, ROCURONIUM	\$ 222.92	medic
329013	7/26/2023	9333173759	GRAYBAR ELECTRIC COMPANY, INC	OUTDOOR WALLBOXES	\$ 1,082.56	fiber
328931	7/26/2023	9940632681	VERIZON WIRELESS	WTP SCADA 6/27-7/26/23	\$ 837.17	dwtp
329043	7/26/2023	AN 93569	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 107.36	medic
328743	7/26/2023	RefundLamar	LAMAR, MIKKI	WA PARK CAMPING REFUND	\$ 61.00	parks1
328744	7/26/2023	RefundLeclaire	LECLAIRE, SHARON	WA PARK CAMPING REFUND	\$ 82.00	parks1
328739	7/26/2023	RefundMcDermott	MCDERMOTT, NANCY	WA PARK CAMPING REFUND	\$ 48.00	parks1
328741	7/26/2023	RefundSeldal	SELDAL, KENNY	WA PARK CAMPING REFUND	\$ 111.00	parks1
328740	7/26/2023	RefundWhidbey	WHIDBEY ISLAND RACE WEEK LLC	DEPOT SECURITY DEPOSIT REFUND	\$ 342.00	parks1
329028	7/27/2023	230896	T-SHIRTS BY DESIGN	PARKS SAFETY VEST LOGO PRINTING	\$ 76.16	parks1
329015	7/27/2023	9333194742	GRAYBAR ELECTRIC COMPANY, INC	DROP CABLES	\$ 9,394.88	fiber
329009	7/28/2023	10727899	NAVIA BENEFIT SOLUTIONS, INC	JULY FLEXIBLE SPENDING PARTICIPANT FEE	\$ 136.95	hr
329050	7/28/2023	1289	NORTHWEST COLORS INC.	W.T. PRESTON DECK RECOATING	\$ 1,632.00	pw1
328848	7/28/2023	1759018	POLYDYNE, INC	MAINTENANCE SUPPLIES - INCINERATOR - POLYMER	\$ 7,507.20	dwwtp
329053	7/28/2023	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS PT RD ST LIGHTS: 6/29- 07/28/23	\$ 148.17	dshop
328930	7/28/2023	51348612	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 5,148.25	dwtp
328862	7/28/2023	906076	HASA, INC	PLANT CHEMICALS - SODIUM HYPOCHLORITE 12.5% SOLUTION	\$ 6,367.52	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
328929	7/28/2023	9940704964	VERIZON WIRELESS	City Cell Phones 6/29-7/28/23	\$ 11,203.59	finance
328856	7/28/2023	IN951848	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - JULY 2023	\$ 7,128.00	fiber
328855	7/28/2023	IN951849	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - JULY 2023	\$ 1,464.77	fiber
329057	7/28/2023	T271343	CORE & MAIN LP	WATER INVENTORY RESTOCK	\$ 1,669.30	dshop
329054	7/28/2023	T289252	CORE & MAIN LP	WATER INVENTORY RESTOCK	\$ 265.69	wdist
329021	7/29/2023	00005W5A83303	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK END 7-29-23	\$ 11.51	apd
328867	7/31/2023	0305185-IN	REISNER DISTRIBUTOR INC	INCINERATOR FUEL	\$ 2,896.36	dwwtp
329048	7/31/2023	0723	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - JUNE 2023	\$ 425.00	pkrec
328936	7/31/2023	23-20988	EDGE ANALYTICAL, INC	WATER ANALYSIS - BULK WATER	\$ 658.00	dwwtp
329022	7/31/2023	23-47537	BUDGET TOWING & AUTO REPAIR	TOWING; APD CASE 23-A05667	\$ 301.92	apd
329055	7/31/2023	230912	T-SHIRTS BY DESIGN	POCKET AND BACK PRINT ON SAFETY VESTS X 20	\$ 391.68	dwwtp
329012	7/31/2023	BINV0010645	GOBLE SAMPSON ASSOCIATES, INC	PUMP REPAIR	\$ 2,752.66	dwwtp
329049	7/31/2023	GC0011386	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 195.84	legal
329011	8/1/2023	0542005-001	UNUM LIFE INS CO OF AMERICA	AUGUST UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
329018	8/1/2023	2400512	WASHINGTON STATE PATROL	BACKGROUND CHECKS; JULY 2023	\$ 132.50	apd
329016	8/1/2023	2822	OAB ENGINEERING, LLC	STA 3 INTERNET - AUGUST	\$ 150.00	medic
329036	8/1/2023	7313553937	CARDINAL HEALTH 110, INC.	PHARMA: DIIPHENHYD, CACL2	\$ 241.83	medic
329030	8/1/2023	Aug1	LYNDEN YOGA COLLECTIVE	JULY YOGA CLASSES	\$ 500.00	medic
329008	8/1/2023	August 2023	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - AUGUST 2023	\$ 5,454.55	admsrv
329128	8/1/2022	45139	ROGERS, SCOTT	PW DIRECTOR CANDIDATE TRAVEL REIMBURSEMENT	\$ 500.00	finance
Total					\$ 618,703.59	



City Council Agenda Bill

Meeting Date: August 7, 2023 **Agenda Item:** 5.c.

Agenda Item Title: Contract Awards: Treatment Plant Chemicals 2023-2025 #23-198-IDS

Staff Contact(s): TIM HOHMANN

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

Item Summary: City staff seeks Council consent to award contracts as listed in the attached memo for treatment plant chemicals for the 2023-2025 cycle.

Background:

1. **History:** In an effort to ensure that we obtain the best price for treatment chemicals and meet the competitive bidding laws, the City conducts a formal bid process for eight different treatment plant chemicals.
2. **Key Terms:**
 - o All contracts run from 9/1/23-8/31/25
3. **Competitive Bidding:** On July 12, 2023 the City issued an [Invitation to Bid](#) for the subject project and on July 25, 2023 a public bid opening was conducted and 7 valid bids were received. Bid results are provided in the attached memo.

Budget Impact:

Contractor	See memo
Contract Amount	See memo
BARS # - WTP	401.730.534.10.34 & 401.730.534.30.31

Earmarked Funds	\$421,400.00
BARS # - WWTP	440.750.535.83.31
Earmarked Funds	\$120,000.00
Start Date	9/1/2023
End Date	8/31/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign the contracts 23-198-IDS-001 through 23-198-IDS-006 for treatment plant chemicals for the 2023-2025 cycle.

Alternative Actions: Not award the contracts.

Attachments (listed in order presented):

1. Awards Recommendation Memo
2. Chem Bid Comparison 2023
3. 23-198-IDS-001
4. 23-198-IDS-002
5. 23-198-IDS-003
6. 23-198-IDS-004
7. 23-198-IDS-005
8. 23-198-IDS-006



Bids for chemicals were publicly opened at 1:30pm on July 25, 2023, for the following chemicals:

1. 1,920 Tons Liquid Aluminum Sulfate
2. 13 Tons Polymer – for WTP
3. 12 Tons Sodium Fluoride
4. Sodium Hydroxide
 - 4a. 600 Tons dry weight
 - 4b. 10,000 Gallons
 - 4c. 1,000 Gallons in mini-bulk deliveries
 - 4d. 300,000 Gallons
5. 360,000 Gallons Sodium Hypochlorite
6. 24 Tons Polymer – for WWTP
7. 7,000 Gallons Sodium Bisulfite
8. 66,000 Gallons Nitrate Solution
 - 8a. 16,000 Gallons
 - 8b. 50,000 Gallons

Bids were received as follows:

* = APPARENT WINNER

CHEMICAL NAME	BID PRICE
1. ALUMINUM SULFATE	
♦ ChemTrade Chemicals*	\$475.00/ton
♦ Univar Solutions USA	\$734.00/ton
2. POLYMER - for WTP	
♦ Solenis LLC*	\$1.58/lb
♦ Polydyne, Inc.	\$2.55/lb
3. SODIUM FLUORIDE	
♦ Cascade Columbia*	\$2,990.00/ton
4. SODIUM HYDROXIDE	
4a. 600 DRY TONS	
♦ Univar Solutions USA*	\$1,020.00/ton
♦ Cascade Columbia	\$1,517.33/ton
♦ NorthStar Chemical	\$1,609.00/ton
4b. 10,000 GALLONS	
♦ Cascade Columbia*	\$2.12/gallon
♦ NorthStar Chemical	\$2.28/gallon
4c. 1,000 GALLONS IN MINI DELIVERIES	
♦ NorthStar Chemical*	\$4.34/gallon
4d. 300,000 GALLONS	
♦ Univar Solutions USA*	\$1.3592/gallon
♦ NorthStar Chemical	\$2.12/gallon
♦ Cascade Columbia	\$2.12/gallon
5. SODIUM HYPOCHLORITE	
♦ Cascade Columbia	\$2.94/gallon

6. POLYMER - for WWTP ♦ Solenis LLC*	\$1.63/lb
♦ Polydyne, Inc	\$1.85/lb
7. SODIUM BISULFITE ♦ NorthStar Chemical*	\$5.47/gallon
8. CALCIUM NITRATE SOLUTION 66,000 Gallons ♦ Two Rivers Terminal*	\$2.95/gallon

Isaac Brunk, Anacortes Water Treatment Plant, has reviewed the chemical bids and recommends acceptance of the following low bids:

1. Aluminum Sulfate	ChemTrade Chemicals
2. Polymer	Solenis LLC
3. Sodium Fluoride	Cascade Columbia
4d. Sodium Hydroxide – 300,000 Gal	Univar Solutions USA
5. Sodium Hypochlorite	Cascade Columbia

Harry Whyte, Anacortes Waste Water Treatment Plant, has reviewed the chemical bids and recommends acceptance of the following low bids:

4b. Sodium Hydroxide – 10,000 Gal	Cascade Columbia
4c. Sodium Hydroxide – 1,000 Gal	NorthStar Chemical
5. Sodium Hypochlorite	Cascade Columbia
6. Polymer	Solenis LLC
7. Sodium Bisulfite	NorthStar Chemical
8b. Calcium Nitrate Solution – 50,000 Gal	Two Rivers Terminal

Chad Tesarik, City of Mount Vernon Waste Water Treatment Plant, has reviewed the chemical bids and recommends acceptance of the following low bid:

4a Sodium Hydroxide – 600 Dry Tons	Univar Solutions USA
8a. Calcium Nitrate Solution – 16,000 Gal	Two Rivers Terminal

CHEMICAL COST COMPARISON

Chemical	2021-2023		2023-2025		Cost Difference
1. Aluminum Sulfate - per ton	Eco Services Corp.	\$355.00	ChemTrade Chemicals	\$475.00	\$120.00
2. Polymer - WTP - per lb	Polydyne, Inc.	\$2.00	Solenis LLC	\$1.58	-\$0.42
3. Fluoride - per lb	Cascade Columbia	\$1.28	Cascade Columbia	\$1.495	\$0.21
4. Sodium Hydroxide					
4a. Sodium Hydroxide (600 Dry Tons)	Univar	\$777.00	Univar	\$1,020.00	\$243.00
4b. Sodium Hydroxide (10,000 Gallons)	NorthStar Chemical	\$1.87	Cascade Columbia	\$2.12	\$0.25
4c. Sodium Hydroxide (1,000 Gallons)	NorthStar Chemical	\$3.83	NorthStar Chemical	\$4.34	\$0.51
4d. Sodium Hydroxide (300,000 Gallons)	Univar	\$1.055	Univar	\$1.3592	\$0.30
5. Sodium Hypochlorite - per gallon	Hasa, Inc.	\$1.148	Cascade Columbia	\$2.94	\$1.79
6. Polymer - WWTP - per lb	Polydyne, Inc.	\$1.50	Solenis LLC	\$1.63	\$0.13
7. Sodium Bisulfite - per gallon	NorthStar Chemical	\$4.81	NorthStar Chemical	\$5.47	\$0.66
8. Calcium Nitrate Solution					
8a. Calcium Nitrate Solution (16,000 Gal)	Evoqua	\$2.50	Two Rivers Terminal	\$2.95	\$0.45
8b. Calcium Nitrate Solution (50,000 Gal)	Two Rivers Terminal	\$2.15	Two Rivers Terminal	\$2.95	\$0.80



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and ChemTrade Chemicals US LLC a private company at 90 East Halsey Rd, Suite 200, Parsippany, NJ 07054 (herein after referred to as "Supplier").

WITNESSETH:

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

- I. The Supplier shall furnish:
1,920 Tons (Dry Basis) Liquid Aluminum Sulfate 50% solution to meet AWWA Standard B403 - 93 of the latest revision. Furnished as required, delivered in 4,500 gallon quantities, F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273, in accordance with and as described in the City of Anacortes document entitled "**Treatment Plant Chemicals 2023-2025**" issued July 12, 2023 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and terms and conditions contained therein.
- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices are specified in the attached Supplier's Bid which is hereby incorporated by reference. Unit prices for all bid items are firm, including all delivery charges, for the term of this agreement.
- IV. The contract term is from September 1, 2023 to August 31, 2025.
- V. The Supplier for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

CHEMTRADE CHEMICALS US LLC

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 1 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

Having carefully examined the specifications, bid documents, and general conditions and having familiarized ourselves with the premises and conditions affecting the bid, the undersigned proposes to furnish the Treatment Plant Chemicals, as bid below, with receipt of bid award.

Bidder Information

Company Name	CHEMTRADE CHEMICALS US LLC
Address	90 EAST HALSEY ROAD, SUITE 200 PARSIPPANY, NJ 07054
Phone and Email Address for Order Placements	833-741-8938 / MTLcsr@chemtradelogistics.com
Telephone	800-441-2659
Bid Prepared By (Print Name)	ELIZABETH RYNO, MARKETING SPECIALIST
Signature	
Email Address of Preparer	bids@chemtradelogistics.com
Date Prepared	JULY 18, 2023

By signing this proposal, the bidder agrees to all requirements contained in Call For Bids Project Number 23-198-IDS. Moreover, the bidder makes the following declaration:

NON-COLLUSION DECLARATION

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

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.

(Corporate Seal)

CHEMTRADE CHEMICALS US LLC

MARKETING SPECIALIST

Name of Bidder

Title

JULY 18, 2023



Date

Signature of Bidder

We acknowledge receipt of the following addenda which shall be considered as part of the proposal Documents:

Addendums # NONE RECEIVED Through # _____

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 2 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

CHEMICAL NAME	PRICE PER POUND	PRICE PER TON	PRICE PER GALLON	AVG LEAD TIME/NOTES
1. ALUMINUM SULFATE* 1,920 TONS/DRY WT. F.O.B. MT. VERNON		\$475.00 / DRY TON		3 - 5 DAYS A.R.O. TAX NOT INCLUDED
2. POLYMER* 13 TONS F.O.B. MT. VERNON	NO BID			
3. SODIUM FLUORIDE 12 TONS F.O.B. ANACORTES		NO BID		
4. SODIUM HYDROXIDE*				
4a. 600 TONS (DRY)		NO BID		
4b. 10,000 GALLONS			NO BID	
4c. 1,000 GALLONS in Mini Bulk Deliveries			NO BID	
4d. 300,000 GALLONS			NO BID	
F.O.B. MT. VERNON F.O.B. ANACORTES				
5. SODIUM HYPOCHLORITE* 360,000 GALLONS F.O.B. MT. VERNON F.O.B. ANACORTES			NO BID	
6. POLYMER* 24 TONS F.O.B. ANACORTES	NO BID			
7. SODIUM BISULFITE* 7,000 GALLONS F.O.B. ANACORTES			NO BID	
8. CALCIUM NITRATE SOLUTION*				
8. 66,000 GALLONS			NO BID	
OR				
8a. 16,000 GALLONS			NO BID	
8b. 50,000 GALLONS			NO BID	
F.O.B. MT. VERNON F.O.B. ANACORTES				

* Indicates a taxable item.

Fill in Bid Form only for those chemicals you wish to bid on. Unit prices must include F.O.B. destination, freight prepaid. You **must** return the original copy of this form with your bid submittal. Be certain to retain a copy of this form for your records.



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Solenis LLC, a private company at 2475 Pinnacle Drive, Wilmington, DE 19803 (herein after referred to as "Supplier").

WITNESSETH:

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

I. The Supplier shall furnish:

13 Tons Polymer, Hydrex 3572, Clarifloc A-3310, dry powdered type, in 1600lb-2000lb bulk bags meeting Standard ANSI/NSF 60. Furnished as required, palletized on delivery, F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273.

24 Tons Polymer for belt filter press sludge, Clarifloc WE785, water soluble polymer in emulsion, or equal as determined by the City of Anacortes, in 250 gallon IBC totes with 2" camlock valve, with a UN rating of UN31HA1/Y. Furnished as required, F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221. The totes shall be returnable at no charge to the City with a requirement of 8 empty totes or less at time of pickup.

The City reserves the right to evaluate to its satisfaction the performance of the polymer during the 60 days after the start of the contract. Plant staff shall be the sole judge of acceptability and performance of the product. If performance is deemed unsatisfactory, supplier shall accept all unused material for a full refund, with no restock fee, and no return freight charges to be paid by the City. Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2023-2025" issued July 12, 2023 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.

- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices are specified in the attached Supplier's Bid which is hereby incorporated by reference. Unit prices for all bid items are firm, including all delivery charges, for the term of this agreement.
- IV. The contract term is from September 1, 2023 to August 31, 2025.
- V. The Supplier for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

SOLENIS LLC

CITY OF ANACORTES

Matt Miller, Mayor

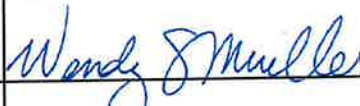
Date

Date

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 1 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

Having carefully examined the specifications, bid documents, and general conditions and having familiarized ourselves with the premises and conditions affecting the bid, the undersigned proposes to furnish the Treatment Plant Chemicals, as bid below, with receipt of bid award.

Bidder Information

Company Name	Solenis LLC
Address	2475 Pinnacle Drive Wilmington, DE 19803
Phone and Email Address for Order Placements	1-800-715-8740 / IWTCustomerService@solenis.com
Telephone	302-502-0802
Bid Prepared By (Print Name)	Wendy S. Mueller
Signature	
Email Address of Preparer	bidders@solenis.com
Date Prepared	7/17/2023

By signing this proposal, the bidder agrees to all requirements contained in Call For Bids Project Number 23-198-IDS. Moreover, the bidder makes the following declaration:

NON-COLLUSION DECLARATION

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

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.

(Corporate Seal)

Solenis LLC

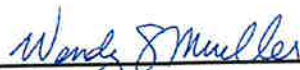
Name of Bidder

Regional Pricing Director

Title

7/17/2023

Date


Signature of Bidder

We acknowledge receipt of the following addenda which shall be considered as part of the proposal Documents:

Addendums # _____ Through # _____

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 2 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

CHEMICAL NAME	PRICE PER POUND	PRICE PER TON	PRICE PER GALLON	AVG LEAD TIME/NOTES
1. ALUMINUM SULFATE* 1,920 TONS/DRY WT. F.O.B. MT. VERNON		NO BID		NO BID
2. POLYMER* 13 TONS Praestol 2530 TR KF-NC F.O.B. MT. VERNON	\$1.58/lb			5 business days plus route time
3. SODIUM FLUORIDE 12 TONS F.O.B. ANACORTES		NO BID		NO BID
4. SODIUM HYDROXIDE*				
4a. 600 TONS (DRY)		NO BID		NO BID
4b. 10,000 GALLONS			NO BID	NO BID
4c. 1,000 GALLONS in Mini Bulk Deliveries			NO BID	NO BID
4d. 300,000 GALLONS			NO BID	NO BID
F.O.B. MT. VERNON F.O.B. ANACORTES				
5. SODIUM HYPOCHLORITE* 360,000 GALLONS F.O.B. MT. VERNON F.O.B. ANACORTES			NO BID	NO BID
6. POLYMER* 24 TONS Zetag 8818 F.O.B. ANACORTES	\$1.63/LB			5 business days plus route time
7. SODIUM BISULFITE* 7,000 GALLONS F.O.B. ANACORTES			NO BID	NO BID
8. CALCIUM NITRATE SOLUTION*				
8. 66,000 GALLONS			NO BID	NO BID
OR				
8a. 16,000 GALLONS			NO BID	NO BID
8b. 50,000 GALLONS			NO BID	NO BID
F.O.B. MT. VERNON F.O.B. ANACORTES				

* Indicates a taxable item.

Fill in Bid Form only for those chemicals you wish to bid on. Unit prices must include F.O.B. destination, freight prepaid. You **must** return the original copy of this form with your bid submittal. Be certain to retain a copy of this form for your records.



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Newco Inc. dba Cascade Columbia Distribution Co., a private company at 6900 Fox Ave S, Seattle, WA 98108 (herein after referred to as "Supplier").

WITNESSETH:

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

I. The Supplier shall furnish:

12 Tons Sodium Fluoride, domestic water quality, meeting AWWA Standard B701-06 of the latest revision and Standard ANSI/NSF 60, in 50 pound bags. The City will be sole judge of performance. Any and all costs borne by the City which are associated with mis-performance of the product will be paid by the supplier. F.O.B Destination, Freight Prepaid, ANACORTES WATER DEPARTMENT, 301 BLUE HERON CIRCLE, ANACORTES, WA 98221, furnished as required for maximum storage for 40 bags. Must call at least 24 hours prior to delivery to schedule unloading; phone number 360-428-1598. Delivery vehicle length must not exceed 32' to accommodate unloading in an expedient manner.

10,000 gallons of Sodium Hydroxide. The sodium hydroxide shall be 25% concentration and delivered in bulk tank truckloads. The City provides a two inch cam and groove fitting to accept delivery. The City will not pump the delivery off the truck nor shall the City supply high pressure air for that purpose. Each bulk delivery of 2000-2500 shall be to F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221.

360,000 Gallons of Sodium Hypochlorite 12.5% available chlorine minimum. Shall be delivered in bulk tank truckloads. Each bulk delivery shall not exceed 4,000 gallons of 12.5% solution. The City provides a two inch cam and groove fitting to accept delivery. The City will not pump the delivery off the truck nor shall the City supply high pressure air for that purpose. For deliveries to the Water Treatment Plant each delivery will be tested for clarity using a suspended solids quality test using vacuum filtration. The supplier shall provide a 1 liter sample from the truck to the operator for analysis prior to unloading. The 1 liter will be filtered and will be deemed acceptable if the 1 liter sample can be filtered in <3 minutes. Additional details can be provided on the test method upon request. Deliveries that fail the filter test will be rejected. Estimated quantities per location: 60,000 Gallons for F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221; 300,000 Gallons for F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273

Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2023-2025" issued July 12, 2023 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.

II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

- III. The Unit prices are specified in the attached Supplier's Bid which is hereby incorporated by reference. Unit prices for all bid items are firm, including all delivery charges, for the term of this agreement.
- IV. The contract term is from September 1, 2023 to August 31, 2025.
- V. The Supplier for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

NEWCO INC. DBA
CASCADE COLUMBIA DISTRIBUTION CO

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 1 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

Having carefully examined the specifications, bid documents, and general conditions and having familiarized ourselves with the premises and conditions affecting the bid, the undersigned proposes to furnish the Treatment Plant Chemicals, as bid below, with receipt of bid award.

Bidder Information

Company Name	Newco Inc. dba Cascade Columbia Distribution Co.
Address	6900 Fox Ave. S. Seattle, WA 98108
Phone and Email Address for Order Placements	(206) 282-6334 orders@cascapecolumbia.com
Telephone	(206) 282-6334
Bid Prepared By (Print Name)	Lance Jones
Signature	
Email Address of Preparer	lancej@cascapecolumbia.com
Date Prepared	7/19/2023

By signing this proposal, the bidder agrees to all requirements contained in Call For Bids Project Number 23-198-IDS. Moreover, the bidder makes the following declaration:

NON-COLLUSION DECLARATION

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

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.

(Corporate Seal)

Lance Jones
for Cascade Columbia
Distribution Co.

Municipal Contracts Manager

Name of Bidder

Title

7/19/2023

Date



Signature of Bidder

We acknowledge receipt of the following addenda which shall be considered as part of the proposal Documents:

Addendums # _____ Through # _____

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 2 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

CHEMICAL NAME	PRICE PER POUND	PRICE PER TON	PRICE PER GALLON	AVG LEAD TIME/NOTES
1. ALUMINUM SULFATE* 1,920 TONS/DRY WT. F.O.B. MT. VERNON		NO BID		NO BID
2. POLYMER* 13 TONS F.O.B. MT. VERNON	NO BID			NO BID
3. SODIUM FLUORIDE 12 TONS F.O.B. ANACORTES		\$2990.00		3-4 days
4. SODIUM HYDROXIDE*				
4a. 600 TONS (DRY)		\$1517.33/ DST		3-5 days
4b. 10,000 GALLONS			\$2.12/ gal.	3-5 days
4c. 1,000 GALLONS in Mini Bulk Deliveries			NO BID	NO BID
4d. 300,000 GALLONS			\$2.12/ gal.	3-5 days
F.O.B. MT. VERNON F.O.B. ANACORTES				
5. SODIUM HYPOCHLORITE* 360,000 GALLONS F.O.B. MT. VERNON F.O.B. ANACORTES			\$2.94/ gal.	3-5 days
6. POLYMER* 24 TONS F.O.B. ANACORTES	NO BID			NO BID
7. SODIUM BISULFITE* 7,000 GALLONS F.O.B. ANACORTES			NO BID	NO BID
8. CALCIUM NITRATE SOLUTION*				
8. 66,000 GALLONS			NO BID	NO BID
OR				
8a. 16,000 GALLONS			NO BID	NO BID
8b. 50,000 GALLONS			NO BID	NO BID
F.O.B. MT. VERNON F.O.B. ANACORTES				

* Indicates a taxable item.

Fill in Bid Form only for those chemicals you wish to bid on. Unit prices must include F.O.B. destination, freight prepaid. You **must** return the original copy of this form with your bid submittal. Be certain to retain a copy of this form for your records.



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Univar Solutions USA Inc., a private company at 8201 S 212th St, Kent, WA 98032 (herein after referred to as "Supplier").

WITNESSETH:

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

I. The Supplier shall furnish:

Sodium Hydroxide 600 dry weight tons. The sodium hydroxide shall be 25% concentration. Delivery of 600 dry weight tons shall be to the F.O.B Destination, Freight Prepaid, MOUNT VERNON WASTEWATER UTILITY, 1401 BRITT ROAD, MOUNT VERNON, WA 98273 in bulk tank loads of 4500 gallons each.

300,000 gallons of Sodium Hydroxide. The sodium hydroxide shall be 25% concentration and delivered in bulk tank truckloads. The City provides a two inch cam and groove fitting to accept delivery. The City will not pump the delivery off the truck nor shall the City supply high pressure air for that purpose. Each bulk delivery of 3800 - 4800 shall be to: F.O.B Destination, Freight Prepaid, ANACORTES WATER TREATMENT PLANT, 14489 RIVER BEND ROAD, MOUNT VERNON, WA 98273

Work shall be in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2023-2025" issued July 12, 2023 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and General Conditions contained therein.

- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices are specified in the attached Supplier's Bid which is hereby incorporated by reference. Unit prices for all bid items are firm, including all delivery charges, for the term of this agreement.
- IV. The contract term is from September 1, 2023 to August 31, 2025.
- V. The Supplier for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

UNIVAR SOLUTIONS USA INC

CITY OF ANACORTES

Matt Miller, Mayor

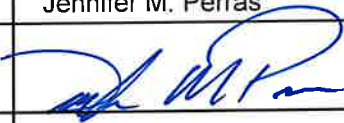
Date

Date

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 1 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

Having carefully examined the specifications, bid documents, and general conditions and having familiarized ourselves with the premises and conditions affecting the bid, the undersigned proposes to furnish the Treatment Plant Chemicals, as bid below, with receipt of bid award.

Bidder Information

Company Name	Univar Solutions USA Inc.
Address	8201 S 212th St., Kent, WA 98032
Phone and Email Address for Order Placements	Orders-800-562-4860 custsvc-PNW@univarsolutions.com
Telephone	Muni Team-253-872-5040
Bid Prepared By (Print Name)	Jennifer M. Perras
Signature	
Email Address of Preparer	jennifer.perras@univarsolutions.com
Date Prepared	7/18/2023

By signing this proposal, the bidder agrees to all requirements contained in Call For Bids Project Number 23-198-IDS. Moreover, the bidder makes the following declaration:

NON-COLLUSION DECLARATION

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

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.

(Corporate Seal)

Jennifer M. Perras

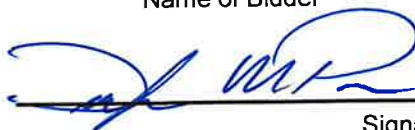
Municipal Specialits

Name of Bidder

Title

7/18/2023

Date



Signature of Bidder

We acknowledge receipt of the following addenda which shall be considered as part of the proposal Documents:

Addendums # _____ Through # _____

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 2 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

CHEMICAL NAME	PRICE PER POUND	PRICE PER TON	PRICE PER GALLON	AVG LEAD TIME/NOTES
1. ALUMINUM SULFATE* 1,920 TONS/DRY WT. F.O.B. MT. VERNON		\$734.00		3-4 days
2. POLYMER* 13 TONS F.O.B. MT. VERNON	No bid			
3. SODIUM FLUORIDE 12 TONS F.O.B. ANACORTES		No bid		
4. SODIUM HYDROXIDE*				
4a. 600 TONS (DRY)		\$1,020.00		2-4 days
4b. 10,000 GALLONS			No bid	
4c. 1,000 GALLONS in Mini Bulk Deliveries			No bid	
4d. 300,000 GALLONS			\$1.3592	2-4 days
F.O.B. MT. VERNON F.O.B. ANACORTES				
5. SODIUM HYPOCHLORITE* 360,000 GALLONS F.O.B. MT. VERNON F.O.B. ANACORTES			No bid	
6. POLYMER* 24 TONS F.O.B. ANACORTES	No bid			
7. SODIUM BISULFITE* 7,000 GALLONS F.O.B. ANACORTES			No bid	
8. CALCIUM NITRATE SOLUTION*				
8. 66,000 GALLONS			No bid	
OR				
8a. 16,000 GALLONS			No bid	
8b. 50,000 GALLONS			No bid	
F.O.B. MT. VERNON F.O.B. ANACORTES				

* Indicates a taxable item.

Fill in Bid Form only for those chemicals you wish to bid on. Unit prices must include F.O.B. destination, freight prepaid. You **must** return the original copy of this form with your bid submittal. Be certain to retain a copy of this form for your records.



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Northstar Chemical, Inc., a private company at 14200 SW Tualatin-Sherwood Rd, Sherwood, OR 97140 (herein after referred to as "Supplier").

WITNESSETH:

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

I. The Supplier shall furnish:

Approximately 1,000 gallons in mini bulk deliveries of between 50-1000 gallons of all products will be available. Supplier shall provide delivery trailers that are equipped with up to five individually mounted product tanks, where up to four different products can be delivered from one trailer. The purpose of this service is to help the City of Anacortes eliminate the use of drum/tote storage and handling problems. Customer is responsible for product volume received not product volume ordered. There is no minimum delivery volume required and top-off service must be available if needed. F.O.B Destination, Freight Prepaid, ANACORTES PUMP STATION #13, 5918 CABANA WAY, and/or PUMP STATION #14 2100 FERRY TERMINAL RD, and/or PUMP STATION #15 1200 B AVE, and/or PUMP STATION #18 8071 S MARCH'S POINT RD, ANACORTES, WA 98221.

7,000 Gallons Sodium Bisulfite 38-40% solution, to be delivered as a mini-bulk service with shipments of between 50-2,500 gallons. Quote price in cost per gallon. Supplier shall provide delivery trailers that are equipped with up to five individually mounted product tanks, where up to four different products can be delivered from one trailer. The purpose of this service is to help the City of Anacortes eliminate the use of drum/tote storage and handling problems. Customer is responsible for product volume received not product volume ordered. There is no minimum delivery required and top-off service is available if needed. F.O.B Destination, Freight Prepaid, ANACORTES WASTEWATER TREATMENT PLANT, 500 T AVENUE, ANACORTES, WA 98221.

Work shall be performed in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2023-2025" issued July 12, 2023 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and terms and conditions contained therein.

- II. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III. The Unit prices are specified in the attached Supplier's Bid which is hereby incorporated by reference. Unit prices for all bid items are firm, including all delivery charges, for the term of this agreement.
- IV. The contract term is from September 1, 2023 to August 31, 2025.
- V. The Supplier for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI. The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

NORTHSTAR CHEMICAL, INC.

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 1 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

Having carefully examined the specifications, bid documents, and general conditions and having familiarized ourselves with the premises and conditions affecting the bid, the undersigned proposes to furnish the Treatment Plant Chemicals, as bid below, with receipt of bid award.

Bidder Information

Company Name	Northstar Chemical, Inc
Address	14200 SW Tualatin-Sherwood Road Sherwood, OR 97140
Phone and Email Address for Order Placements	503-625-3770 orders@northstarchemical.com
Telephone	503-625-3770
Bid Prepared By (Print Name)	Matt Werger - Executive Vice President
Signature	
Email Address of Preparer	bidsnw@northstarchemical.com
Date Prepared	7/18/2023

By signing this proposal, the bidder agrees to all requirements contained in Call For Bids Project Number 23-198-IDS. Moreover, the bidder makes the following declaration:

NON-COLLUSION DECLARATION

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

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.

(Corporate Seal)

Matt Werger

Executive Vice President

Name of Bidder

Title

7/18/2023

Date



Signature of Bidder

We acknowledge receipt of the following addenda which shall be considered as part of the proposal Documents:

Addendums # 0 Through # _____

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 2 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

CHEMICAL NAME	PRICE PER POUND	PRICE PER TON	PRICE PER GALLON	AVG LEAD TIME/NOTES
1. ALUMINUM SULFATE* 1,920 TONS/DRY WT. F.O.B. MT. VERNON		No Bid		
2. POLYMER* 13 TONS F.O.B. MT. VERNON	No Bid			
3. SODIUM FLUORIDE 12 TONS F.O.B. ANACORTES		No Bid		
4. SODIUM HYDROXIDE*				
4a. 600 TONS (DRY)		\$1,609/DST		3-5 Days
4b. 10,000 GALLONS			\$2.28/GAL	3-5 Days
4c. 1,000 GALLONS in Mini Bulk Deliveries			\$4.34/GAL	3-5 Days
4d. 300,000 GALLONS			\$2.12/GAL	3-5 Days
F.O.B. MT. VERNON F.O.B. ANACORTES				
5. SODIUM HYPOCHLORITE* 360,000 GALLONS F.O.B. MT. VERNON F.O.B. ANACORTES			No Bid	
6. POLYMER* 24 TONS F.O.B. ANACORTES	No Bid			
7. SODIUM BISULFITE* 7,000 GALLONS F.O.B. ANACORTES			\$5.47/GAL	3-5 Days
8. CALCIUM NITRATE SOLUTION*				
8. 66,000 GALLONS			No Bid	
OR				
8a. 16,000 GALLONS			No Bid	
8b. 50,000 GALLONS			No Bid	
F.O.B. MT. VERNON F.O.B. ANACORTES				

* Indicates a taxable item.

Fill in Bid Form only for those chemicals you wish to bid on. Unit prices must include F.O.B. destination, freight prepaid. You **must** return the original copy of this form with your bid submittal. Be certain to retain a copy of this form for your records.



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Two Rivers Terminal, a private company at 3300 N Glade Rd, Pasco, WA 99301 (herein after referred to as "Supplier").

WITNESSETH:

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

I. The Supplier shall furnish:

16,000 Gallons Calcium Nitrate Solution. Used for municipal wastewater odor control. Furnish as required in 4,000 gallon bulk tank loads. F.O.B Destination, Freight Prepaid, MOUNT VERNON WASTEWATER UTILITY, 320 ALDERLANE, MOUNT VERNON, WA 98273.

50,000 Gallons Calcium Nitrate Solution, 60% concentration minimum. Used for municipal wastewater odor control. Furnish as required in 4,000 gallon bulk tank loads. F.O.B Destination, Freight Prepaid, ANACORTES PUMP STATION #13 5918 CABANA WAY, and/or PUMP STATION #14 2100 Ferry Terminal Rd, and/or PUMP STATION #18 8071 S MARCH'S POINT RD, and/or PUMP STATION #20 9430 S MARCH'S POINT RD, ANACORTES, WA 98221.

Work shall be performed in accordance with and as described in the City of Anacortes document entitled "Treatment Plant Chemicals 2023-2025" issued July 12, 2023 which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Specifications and terms and conditions contained therein.

- II.** Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.
- III.** The Unit prices are specified in the attached Supplier's Bid which is hereby incorporated by reference. Unit prices for all bid items are firm, including all delivery charges, for the term of this agreement.
- IV.** The contract term is from September 1, 2023 to August 31, 2025.
- V.** The Supplier for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Supplier in this Contract.
- VI.** The Supplier shall coordinate all deliveries with the individual treatment plant(s).

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.

TWO RIVERS TERMINAL

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 1 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

Having carefully examined the specifications, bid documents, and general conditions and having familiarized ourselves with the premises and conditions affecting the bid, the undersigned proposes to furnish the Treatment Plant Chemicals, as bid below, with receipt of bid award.

Bidder Information

Company Name	Two Rivers Terminal
Address	3300 N Glade Rd Pasco WA 99301
Phone and Email Address for Order Placements	509 547-7776 industrial@tworiversterminal.com
Telephone	509 547-7776
Bid Prepared By (Print Name)	Keith Moring
Signature	KB Moring
Email Address of Preparer	keithm@tworiversterminal.com
Date Prepared	7/24/23

By signing this proposal, the bidder agrees to all requirements contained in Call For Bids Project Number 23-198-IDS. Moreover, the bidder makes the following declaration:

NON-COLLUSION DECLARATION

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

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.

(Corporate Seal)

Keith Moring
Two Rivers Terminal Account Manager

Name of Bidder

Title

7/24/23

Date

KB Moring

Signature of Bidder

We acknowledge receipt of the following addenda which shall be considered as part of the proposal Documents:

Addendums # No Addendums Through # _____
posted

CITY OF ANACORTES
BID PROPOSAL FOR CHEMICALS - Page 2 of 2
Bid Period – September 1, 2023 – August 31, 2025
(Must be completed, signed & submitted with bid)

CHEMICAL NAME	PRICE PER POUND	PRICE PER TON	PRICE PER GALLON	AVG LEAD TIME/NOTES
1. ALUMINUM SULFATE* 1,920 TONS/DRY WT. F.O.B. MT. VERNON				
2. POLYMER* 13 TONS F.O.B. MT. VERNON				
3. SODIUM FLUORIDE 12 TONS F.O.B. ANACORTES				
4. SODIUM HYDROXIDE*				
4a. 600 TONS (DRY)				
4b. 10,000 GALLONS				
4c. 1,000 GALLONS in Mini Bulk Deliveries				
4d. 300,000 GALLONS				
F.O.B. MT. VERNON F.O.B. ANACORTES				
5. SODIUM HYPOCHLORITE* 360,000 GALLONS F.O.B. MT. VERNON F.O.B. ANACORTES				
6. POLYMER* 24 TONS F.O.B. ANACORTES				
7. SODIUM BISULFITE* 7,000 GALLONS F.O.B. ANACORTES				
8. CALCIUM NITRATE SOLUTION*				
8. 66,000 GALLONS			\$ 2.95	3 Business Days
OR				
8a. 16,000 GALLONS				
8b. 50,000 GALLONS				
F.O.B. MT. VERNON F.O.B. ANACORTES				

* Indicates a taxable item.

Fill in Bid Form only for those chemicals you wish to bid on. Unit prices must include F.O.B. destination, freight prepaid. You **must** return the original copy of this form with your bid submittal. Be certain to retain a copy of this form for your records.



City Council Agenda Bill

Meeting Date: August 7, 2023 **Agenda Item:** 5.d.

Agenda Item Title: Contract Award: N Ave Sewer Lines Replacement Project #23-228-SEW-001

Staff Contact(s): TIM HOHMANN

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

Item Summary: City staff seek City Council consent to award a contract in the amount of \$115,000.00 to Tonka Ground Work to perform the N Ave Sewer Lines Replacement Project.

Background:

1. **History:** This failing 8-inch sewer main is mid block on N Avenue between 9th Street and 10th Street, running north to 9th Street, which is causing a backup of sewage into a neighboring basement. Street maintenance has since got the pipe flowing but it is badly damaged. This section of sewer main has been backed up several times in the past few years and needs to be replaced.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$115,000.00.
 - The Contractor shall complete the work by December 31, 2023.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Tonka Ground Work.

Budget Impact:

Contractor	Tonka Ground Work
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Contract Amount	\$115,000.00
Earmarked Funds	\$1,500,000.00
BARS #	440.760.594.35.62
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	12/31/2023

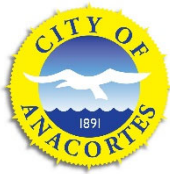
Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-228-SEW-001 with Tonka Ground Work in the amount of \$115,000.00 to perform the N Ave Sewer Lines Replacement Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-228-SEW-001



CONTRACT 23-228-SEW-001
AGREEMENT WITH
TONKA GROUND WORK

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Tonka Ground Work, a private contractor at 1215 41st St, Anacortes, WA 98221 (herein after referred to as "Contractor").

PROJECT
N Ave Sewer Lines Replacement Project

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to replace the 8-inch clay main that is failing with 8-inch PVC. Sewer segment #SSSC04408002335, From the 900 block of N Ave. Sink a manhole over 21-inch concrete main segment #SSSC02321001137 on 9th St and doghouse new 8-inch PVC. Work is subject to the City of Anacortes Engineering Standards which are hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above on a time and materials basis not-to-exceed **One Hundred Fifteen Thousand Dollars (\$115,000.00)**. This includes all mobilization, demobilization, labor, materials, standard freight, 8.8% sales tax, 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 complete the work by December 31, 2023.
5. **Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager, John Norris (360) 770-4664.
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 the City of Anacortes Engineering Standards are included in this Contract Agreement.

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

Tonka Ground Work

Date

Contractor License #

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

For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or 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:

Tonka Ground Work
Lloyd Watson
1215 41st St
Anacortes, WA 98221

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: August 7, 2023 **Agenda Item:** 6.a.

Agenda Item Title: Interlocal Agreement #23-216-ENG-001 with Skagit County for Mutual Assistance on Minor Projects

Staff Contact(s): TIM HOHMANN

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

Item Summary: City staff seeks City Council consent to enter into an interlocal agreement with Skagit County to provide mutual assistance on minor projects. Such work shall be limited and infrequent in nature and may include, but is not necessarily limited to: the use of equipment owned by the parties; small chip-sealing, striping, and road maintenance and repair matters; culvert clearing; mowing, spraying and vegetation management; and plowing, salting, sanding, etc. This Agreement is not intended for use (and shall not be used) for larger, more significant projects, and/or complex projects, and/or projects involving unique or noteworthy factual, technical, and/or legal circumstances.

Background: This agreement provides flexibility in our partnership with Skagit County. This agreement will also allow for mutual cooperation and reimbursement in the event of an emergency.

Key Terms:

- Term is through 12/31/2027, unless terminated sooner.
- Neither party is required to perform work requested by the other party.
- Work performed, and materials/equipment provided to the other party shall be reimbursed at the actual cost incurred, plus an additional 9% of the total cost shall be added for overhead costs.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 23-216-ENG-001 between the City of Anacortes and the Skagit County.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 23-216-ENG-001

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF ANACORTES
AND
SKAGIT COUNTY

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF ANACORTES, (herein "City of Anacortes") and SKAGIT COUNTY, a political subdivision of the State of Washington (herein "County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The Second Party and the County may be individually referred to herein as a "party and may be collectively referred to herein as the "parties." In consideration of the following, the parties mutually agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to allow each party to provide mutual assistance on minor projects and work and services for the other party (herein the "Project[s]"), pursuant to and subject to the terms of this Agreement. Such Project work and/or services shall be limited and infrequent in nature and may include, but is not necessarily limited to: the use of equipment owned by the parties; small chip-sealing, striping, and road maintenance and repair matters; culvert clearing; mowing, spraying and vegetation management; and plowing, salting, sanding, etc. The parties recognize and agree that this Agreement is not intended for use (and shall not be used) for larger, more significant projects, and/or complex projects, and/or projects involving unique or noteworthy factual, technical, and/or legal circumstances (which shall otherwise require [an]other separate project-specific agreement[s] between the parties). Neither party is obligated to pay, provide, or expend any funds, and/or provide and/or perform any other services or other duties, unless otherwise specified herein.

2. **RESPONSIBILITIES:** In accordance with and subject to the Purpose of this Agreement (as provided above per Section 1), either party may, but shall not be required to perform Project work and/or services, provide Project materials, and allow for the use of each party's equipment for Project work as may be requested by the other party, to be reimbursed to the party providing said Project work, materials, equipment, etc., as further provided and described per Section 4. of this Agreement, below. In the event that either party uses any equipment owned by the other party pursuant to this Agreement, the parties agree that any user and/or operator of such equipment shall be an operator properly trained and/or certified in accordance with applicable law and industry standards, as further provided and described per Section 4. of this Agreement, below.

2.2 In any particular instance or in all instances, either party may choose not to perform requested Project work and/or services for the other party, in the event that such party determines that it would be undesirable, unsafe, impracticable, or otherwise not feasible for any reason.

3. TERM OF AGREEMENT: The term of this Agreement shall be from date at which both parties have completed execution through December 31, 2027, unless sooner terminated pursuant to the terms herein.

4. MANNER OF FINANCING: The parties agree that reimbursement for Project work as may be performed by either party shall be made as follows:

4.1 County may perform work, provide materials, and/or provide the use of County's equipment (to be operated by a County operator), for work on the Second Party's facilities upon their request and acceptance by County, to be reimbursed by the Second Party to County at the actual cost incurred by County for said work, materials, use of County's equipment, and wages for County's operator[s] provided by County to operate the equipment; and, in addition thereto, nine percent (9%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that County shall submit to the Second Party a certified statement of the costs, and within thirty (30) days thereafter, the Second Party shall pay to Skagit County the amount of said statement. Upon the request of the Second Party, Skagit County shall provide adequate supporting documentation for any and all amounts billed to the Second Party by County pursuant to the terms of this Agreement.

4.2 The Second party may perform work, provide materials, and/or provide the use of the Second Party's equipment (to be operated by the Second Party's operator), for work on County's facilities upon County's request and acceptance by the Second Party, to be reimbursed by County to the Second Party at the actual cost incurred by the Second Party for said work, materials, use of the Second Party's equipment, and wages for the Second Party's operator[s] provided by the Second Party to operate the equipment; and, in addition thereto, nine percent (9%) of the total cost shall be added for overhead costs for accounting, billing, and administrative services, provided that the Second Party shall submit to County a certified statement of the costs, and within thirty (30) days thereafter, County shall pay to the Second Party the amount of said statement. Upon the request of County, the Second Party shall provide adequate supporting documentation for any and all amounts billed to County by the Second Party pursuant to the terms of this Agreement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 Skagit County's representative shall be the Operations Division Manager, or their designee.

5.2 The Second Party's representative shall be the Director of Public Works, or their designee.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either party by reason of entering into this contract except as expressly provided herein.

10. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 9 shall survive such termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement 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.

13. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

14. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein (see Section 13, above).

15. **USE OF DOCUMENTS AND MATERIALS PRODUCED:** Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. The parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law.

16. **COMPLIANCE WITH LAWS AND TERMS OF GRANTS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works, including, but not necessarily limited to RCW 39.12. If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services, including, but not necessarily limited to RCW 39.80. If necessary, the parties shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work related to this Agreement. Each party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such party's name.

17. **ASSIGNMENT AND SUBCONTRACTING:** No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.

18. **DEFAULT:** Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

19. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

20. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

21. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

CITY OF ANACORTES:

Mayor

Date _____

Matt Miller_____

Print Name of Signatory

Mailing Address:

(Street address required
in addition to P.O. Box)

PO Box 547

904 6th St

Anacortes, WA 98221

DATED this ____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair

Ron Wesen, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Bill

Meeting Date: August 7, 2023 **Agenda Item:** 6.b.

Agenda Item Title: Ordinance 4055: Updating Chapter 1.30 in the Anacortes Municipal Code

Staff Contact(s): DARCY SWETNAM

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

TIFFANY MATSON
TIFFANY MATSON
STEVE HOGLUND
DARCY SWETNAM

Ordinance

Item Summary:

City staff proposes an update to AMC Chapter 1.30 to improve efficiencies the contracting review and approval process, as well as add new Section 1.30.090 for the delegation for emergency purchases and contracting.

Background:

The proposed updates were discussed at the 7/24/2023 Council meeting. Below outlines the revised proposed updates based on feedback from Council. Attached is a redlined version of Chapter 1.30 and the text in yellow highlights sections or language that have been updated since the first reading.

1. Review Requirements: Section 1.30.030

Current Requirements per [AMC Chapter 1.30.030](#): The current Code requires that contracts are reviewed by the City Clerk, City Attorney, Department Director, and Contract Specialist.

Current Practice: Currently all contracts are going through an internal review process of 5 staff members through Laserfiche. In some cases, such as a contract related to IT software or hardware, there is an added reviewer for a total of 6 reviewers. The review process applies to all contracts no matter the cost or the contract form.

The year-to-date average process time for internal reviews is 10 days before the Contract Specialist receives the contract documents back and is then able to send them for signatures through

DocuSign. Reviewers include:

- *IT Manager**
- *Lease Manager**
- City Attorney
- Department Director
- City Clerk
- Mayor
- Contract Specialist

**only for applicable contracts*

Proposed Update: Staff proposes the following updated review requirements:

A. All contracts must be reviewed by the following city staff members for consistency with the following criteria prior to approval:

1. The City Clerk-Treasurer must determine the contract is consistent with budget provisions and city finance policies and procedures. If the contract is within the current approved budget the City Clerk-Treasurer may delegate the review to the department director responsible for the agreement.
2. The City Attorney must determine the contract is consistent with state, local, federal, and common law. If the contract is written on the City Attorney's pre-approved standard forms, the City Attorney may delegate the review to the Contracts Specialist.
3. The department director responsible for the agreement must determine the contract is consistent with the department's budget, capital plan, and department objectives. If the contract is not consistent with one of the above, the department director must demonstrate the contract is necessary.
4. The City Contract Specialist must determine the contract is consistent with city procurement and contracting policies and procedures.

2. Approval and Signature Authority: Section 1.30.040

Current Requirements per AMC Chapter 1.30.040: The current code delegates approval authority to the Mayor for contracts under \$45,000 that are within the approved budget. The following contract modifications are also under the Mayor's approval authority:

- a. The modification, either singly or combined with all previous modifications, results in a total contract value under \$45,000; or
- b. Cost modifications for contracts with an original value between \$45,000 – \$99,999 which result in a new total contract amount less than \$10,000 over the original contract amount; or
- c. Cost modifications for contracts with an original value of \$100,000 or more which result in a new total contract amount less than 110 percent over the original contract amount.

Proposed Update: Staff proposes a change to Section 1.30.040-F to allow the Mayor to delegate authority to approve and sign contracts and modifications to contracts to the department director responsible for the agreement.

3. Emergency Purchasing and Contracting: Section 1.30.040

RCW 39.04.280 and **Chapter 38.52 RCW** provide for emergency management and exemption to competitive bidding requirements due to unforeseen circumstances beyond the control of the city that either: (1) present a real, immediate threat to the proper performance of essential functions; or (2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Washington Emergency Management Division has stated that an emergency declaration that waives competitive bidding requirements must be issued prior to signing any emergency contracts, and by not doing so we risk ineligibility for FEMA funding for that emergency. The Code currently does not provide for delegation for the declaration of emergency for staff to make emergency purchases or enter into emergency contracts.

Proposed Update: Staff proposes the addition of Section 1.30.090 to delegate authorization to the Mayor to make emergency purchases or enter into emergency contracts consistent with the procedures outlined in the City of Anacortes Purchasing Policy. The Mayor must notify City Council of the declaration. A resolution ratifying the declaration, invoking RCW 39.04.280, and ratifying the contract must be presented to City Council for approval no later than two weeks following the award of the contract. The resolution must include the factual basis for the emergency purchase or contract.

Budget Impact:

N/A

Previous Action: The proposed updates were presented and discussed at the June 14, 2023 and July 12, 2023 Finance Committee meetings. The first reading of the ordinance was presented at the [July 24, 2023](#) City Council meeting.

Recommended Motion: I move that City Council adopt Ordinance 4055 updating Chapter 1.30 of the Anacortes Municipal Code.

Alternative Actions: Not adopt the ordinance. Provide changes to the ordinance.

Attachments (listed in order presented):

1. Ordinance 4055
2. AMC Chapter 1.30 redlined version
3. Ord 4055 Contract Update

**City of Anacortes
Ordinance No. 4055**

**An Ordinance of the City of Anacortes, Washington, updating Chapter 1.30 in
the Anacortes Municipal Code**

Whereas Ordinance 3036, adopted in 2019, created a new Chapter 1.30 in the Anacortes Municipal Code; and

Whereas the City Council of the City of Anacortes desires to update Chapter 1.30 to improve efficiencies in the contracting review and approval process, as well as add new Section 1.30.090 for the delegation for emergency purchases and contracting.

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

- Section 1. Anacortes Municipal Code Chapter 1.30 revised to read as shown in Attachment A.
- Section 2. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage and publication.

PASSED AND APPROVED this 7th day of August 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

ATTACHMENT A

Chapter 1.30 CONTRACTS

Sections:

- 1.30.010** **General provisions.**
- 1.30.020** **Form.**
- 1.30.030** **Review.**
- 1.30.040** **Approval and signature authority.**
- 1.30.050** **Approval by City Council.**
- 1.30.060** **Ratification.**
- 1.30.070** **Numbering, recording, and retention.**
- 1.30.080** **Approval of municipal fiber contracts.**
- 1.30.090** **Emergency purchasing and contracting.**

1.30.010 **General provisions.**

A. Purpose.

1. Per RCW [35A.11.010](#), the city's authority to contract, and be contracted with, is vested in the City Council.
2. The City Council wishes to delegate certain authority to contract to the Mayor and provide for the orderly review, presentation, and publication of city contracts.

B. Applicability.

1. *Generally.* This chapter applies to all contracts, as defined in this section, between the city of Anacortes and any person or entity, and amendments to contracts.
2. *Exception.* This chapter does not apply to:
 - a. Any grant agreements. Any agreements for the acceptance of donations or interests in real property, which are addressed in AMC Chapter [3.10](#).

C. *Definitions.*

1. "Contract" means any agreement, written or spoken, between two or more parties that is intended to be enforceable by law, and includes, but is not limited to:
 - a. Public works agreements;
 - b. Personal services agreements;
 - c. Employment contracts;
 - d. Grant agreements;
 - e. Agreements pursuant to the Interlocal Cooperation Act, Chapter [39.34](#) RCW;
 - f. Leases of real property.
2. "Goods" means products, materials, supplies, or equipment.

1.30.020 Form.

- A. Contracts must be written in the name of the city of Anacortes and not any particular city official or department.
- B. Contracts for services must include a detailed scope of work.
- C. The City Attorney must develop form contracts to implement these requirements.

1.30.030 Review.

- A. All contracts must be reviewed by the following city staff members for consistency with the following criteria prior to approval:
 1. The City Clerk-Treasurer must determine the contract is consistent with budget provisions and city finance policies and procedures. If the contract is within the current approved budget the City Clerk-Treasurer may delegate the review to the department director responsible for the agreement.

2. The City Attorney must determine the contract is consistent with state, local, federal, and common law. If the contract is written on the City Attorney's pre-approved standard forms the City Attorney may delegate the review to the Contracts Specialist.
3. The department director responsible for the agreement must determine the contract is consistent with the department's budget, capital plan, and department objectives. If the contract is not consistent with one of the above, the department director must demonstrate the contract is necessary.
4. The City Contract Specialist must determine the contract is consistent with city procurement and contracting policies and procedures.

1.30.040 Approval and Signature Authority.

- A. The Mayor is authorized to approve and sign contracts that meet all of the following criteria:
 1. The contract is exclusively for the city's purchase of goods or services.
 2. The total aggregate value of the contract is less than \$45,000.
 3. The contract amount is within budget authority for the specified BARS numbers.
 4. The contract is made, and the vendor has been selected, consistent with the city's purchasing policy.
 5. The contract has been approved by the City Attorney.
- B. The Mayor is authorized to approve and sign modifications to contracts that meet all of the following criteria:
 1. One of the following applies:
 - a. The modification, either singly or combined with all previous modifications, results in a total contract value under \$45,000; or
 - b. Cost modifications for contracts with an original value between \$45,000 – \$99,999 which result in a new total contract amount less than \$10,000 over the original contract amount; or

- c. Cost modifications for contracts with an original value of \$100,000 or more which result in a new total contract amount less than 110 percent over the original contract amount.
- 2. The modification does not modify the contract's general terms and conditions or extend the term of the contract more than one year.
- 3. The modification has been approved by the City Attorney.
- C. Any contract that the Mayor is not authorized to approve must be approved by the City Council.
- D. All agreements made pursuant to the Interlocal Cooperation Act at Chapter [39.34](#) RCW must be approved by the City Council.
- E. Any contract that includes the conveyance of a real property interest to or from the city or a lease to which the city is party with a term of one calendar year or more must be approved by the City Council.
- F. The Mayor may delegate authority to approve and sign contracts and modifications to contracts that meet the requirements of this section to the department director responsible for the agreement. The Mayor may not delegate authority to sign contracts to any other person.
- G. The City Council reserves the authority to modify this delegation of authority by resolution or motion.

1.30.050 Approval by City Council.

- A. Any contract to be approved by City Council must be presented in its entirety to the City Council, with all attachments.
- B. Prior to presentation to City Council, all contracts must be reviewed in accordance with AMC 1.30.030.

1.30.060 Ratification.

Contracts executed inconsistent with this chapter are not valid contracts unless ratified by action of the City Council.

1.30.070 Numbering, recording, and retention.

A. The City Contract Specialist must assign every contract and modification a unique identifier. Contracts must be identified in the form YY-###-CAT-###, where YY is the two-digit year of project initiation and ### is a number with leading zeros incremented for each contract approved that resets to one at the beginning of each year. CAT is the category of the contract, and the final ### is the number of the instrument related to the project. This subsection does not apply to contracts between the city and customers for residential or business-class internet service or to contracts for direct internet access.

B. Effective August 1, 2018, all contracts must be recorded in the city's electronic records management system and made available to the public on the city's website within five days of execution and receipt of all required contract documentation. The requirement of posting contracts on the city's website in this subsection does not apply to contracts between the city and customers for residential or business-class internet service or to contracts for direct internet access.

C. After recording in the city's electronic records management system and verification of imaging accuracy, the paper version of a contract may be destroyed consistent with Chapter [40.14](#) RCW.

1.30.080 Approval of municipal fiber contracts.

A. *Mayor Approval.*

1. The Mayor is authorized to approve the following contracts:

a. *Dark Fiber Leases.* Leases for customer use of unactivated deployed fiber within the city network through which the city transmits neither light nor any other signal; provided, that:

i. The lease is for no more than eight strands per each lessee;

- ii. The lease term is for no more than five years;
- iii. The requested lease will not interfere with the city's ability to provide residential and commercial fiber service to all potential subscribers;
- iv. The lease is on a form approved by the City Attorney;
- v. The lease is consistent with the requirements of AMC [13.56.050](#).

b. *Telecommunication Contracts.* Contracts for the provision of telecommunications services available through the city network, including contracts for point-to-point ethernet service, dedicated internet access service, and static IPv4 addresses; provided, that such contracts are on forms approved by the City Attorney.

2. Any contract that the Mayor is not authorized to approve pursuant to this section must be approved pursuant to the remaining provisions of this chapter.

B. *Director of Fiber Department Approval.*

1. The Director of the Fiber Department is authorized to approve contracts that meet all of the following criteria:

- a. The contract is exclusively for the city's provision of residential and business-class internet services, and may include a right of entry for access to customer premises to complete connection work.
- b. The contract includes the Master Service Agreement approved by the City Attorney.

2. Any contract that the Director of the Fiber Department is not authorized to approve must be approved pursuant to the remaining provisions of this chapter.

1.30.090 Emergency purchasing and contracting.

A. City Council delegates authorization to the Mayor to make emergency purchases or enter into emergency contracts consistent with the procedures outlined in the City of Anacortes Purchasing Policy, as permitted by RCW [39.04.280](#) and Chapter [38.52](#) RCW, in unforeseen circumstances beyond the control of the city that either: (1) present a real, immediate threat to the proper performance of essential functions; or (2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

B. The Mayor must declare an emergency in writing authorizing a purchase or contract without competitive bid or negotiation and must notify City Council of the declaration. A resolution ratifying the declaration, invoking RCW 39.04.280, and ratifying the contract must be presented to City Council for approval no later than two weeks following the award of the contract. The resolution must include the factual basis for the emergency purchase or contract.

Chapter 1.30

CONTRACTS

Sections:

- 1.30.010** **General provisions.**
- 1.30.020** **Form.**
- 1.30.030** **Review.**
- 1.30.040** **Approval ~~by Mayor~~ and signature authority.**
- 1.30.050** **Approval by City Council.**
- 1.30.060** **Ratification.**
- 1.30.070** **Numbering, recording, and retention.**
- 1.30.080** **Approval of municipal fiber contracts.**
- 1.30.090** **Emergency purchasing and contracting.**

1.30.010 General provisions.

A. Purpose.

1. Per RCW [35A.11.010](#), the city's authority to contract, and be contracted with, is vested in the City Council.
2. The City Council wishes to delegate certain authority to contract to the Mayor and provide for the orderly review, presentation, and publication of city contracts.

B. Applicability.

1. *Generally.* This chapter applies to all contracts, as defined in this section, between the city of Anacortes and any person or entity, and amendments to contracts.
2. *Exception.* This chapter does not apply to:
 - a. Any grant agreements. Any agreements for the acceptance of donations or interests in real property, which are addressed in AMC Chapter [3.10](#).

C. Definitions.

1. "Contract" means any agreement, written or spoken, between two or more parties that is intended to be enforceable by law, and includes, but is not limited to:
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 - c. Employment contracts;
 - d. Grant agreements;
 - e. Agreements pursuant to the Interlocal Cooperation Act, Chapter [39.34](#) RCW;
 - f. Leases of real property.
2. "Goods" means products, materials, supplies, or equipment.

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- A. Contracts must be written in the name of the city of Anacortes and not any particular city official or department.
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 1. The City Clerk-Treasurer must determine the contract is consistent with budget provisions and city finance policies and procedures. If contract is within the current

approved budget, the City Clerk-Treasurer may delegate the review to the department director responsible for the agreement.

2. The City Attorney must determine the contract is consistent with state, local, federal, and common law. If the contract is written on the City Attorney's pre-approved standard forms, the City Attorney may delegate the review to the Contracts Specialist.

3. The department head-director responsible for the agreement must determine the contract is consistent with the department's budget, capital plan, and department objectives. If the contract is not consistent with one of the above, the department head-director must demonstrate the contract is necessary.

4. The City Contract Specialist must determine the contract is consistent with city procurement and contracting policies and procedures.

1.30.040 Approval ~~by Mayor~~ and signature authority.

A. The Mayor is authorized to approve and sign contracts that meet all of the following criteria:

1. The contract is exclusively for the city's purchase of goods or services.
2. The total aggregate value of the contract is less than \$45,000.
3. The contract amount is within budget authority for the specified BARS numbers.
4. The contract is made, and the vendor has been selected, consistent with the city's purchasing policy.
5. The contract has been approved by the City Attorney.

B. The Mayor is authorized to approve and sign modifications to contracts that meet all of the following criteria:

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 - a. The modification, either singly or combined with all previous modifications, results in a total contract value under \$45,000; or

-
- b. Cost modifications for contracts with an original value between \$45,000 – \$99,999 which result in a new total contract amount less than \$10,000 over the original contract amount; or
 - c. Cost modifications for contracts with an original value of \$100,000 or more which result in a new total contract amount less than 110 percent over the original contract amount.
- 2. The modification does not modify the contract's general terms and conditions or extend the term of the contract more than one year.
 - 3. The modification has been approved by the City Attorney.
- C. Any contract that the Mayor is not authorized to approve must be approved by the City Council.
- D. All agreements made pursuant to the Interlocal Cooperation Act at Chapter [39.34](#) RCW must be approved by the City Council.
- E. Any contract that includes the conveyance of a real property interest to or from the city or a lease to which the city is party with a term of one calendar year or more must be approved by the City Council.
- F. The Mayor may delegate authority to approve and sign contracts and modifications to contracts that meet the requirements of this section to the department director responsible for the agreement. The Mayor may not delegate authority to sign contracts to any other person.
- G. The City Council reserves the authority to modify this delegation of authority by resolution or motion.

1.30.050 Approval by City Council.

- A. Any contract to be approved by City Council must be presented in its entirety to the City Council, with all attachments.
- B. Prior to presentation to City Council, all contracts must be reviewed in accordance with AMC 1.30.030.
-

1.30.060 Ratification.

Contracts executed inconsistent with this chapter are not valid contracts unless ratified by action of the City Council.

1.30.070 Numbering, recording, and retention.

A. The City Contract Specialist must assign every contract and modification a unique identifier. Contracts must be identified in the form YY-###-CAT-###, where YY is the two-digit year of project initiation and ### is a number with leading zeros incremented for each contract approved that resets to one at the beginning of each year. CAT is the category of the contract, and the final ### is the number of the instrument related to the project. This subsection does not apply to contracts between the city and customers for residential or business-class internet service or to contracts for direct internet access.

B. Effective August 1, 2018, all contracts must be recorded in the city's electronic records management system and made available to the public on the city's website within five days of ~~approval~~execution and receipt of all required contract documentation. The requirement of posting contracts on the city's website in this subsection does not apply to contracts between the city and customers for residential or business-class internet service or to contracts for direct internet access.

C. After recording in the city's electronic records management system and verification of imaging accuracy, the paper version of a contract may be destroyed consistent with Chapter [40.14](#) RCW.

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A. *Mayor Approval.*

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- iii. The requested lease will not interfere with the city's ability to provide residential and commercial fiber service to all potential subscribers;
- iv. The lease is on a form approved by the City Attorney;
- v. The lease is consistent with the requirements of AMC [13.56.050](#).

b. *Telecommunication Contracts.* Contracts for the provision of telecommunications services available through the city network, including contracts for point-to-point ethernet service, dedicated internet access service, and static IPv4 addresses; provided, that such contracts are on forms approved by the City Attorney.

2. Any contract that the Mayor is not authorized to approve pursuant to this section must be approved pursuant to the remaining provisions of this chapter.

B. *Director of Fiber Department Approval.*

1. The Director of the Fiber Department is authorized to approve contracts that meet all of the following criteria:

- a. The contract is exclusively for the city's provision of residential and business-class internet services, and may include a right of entry for access to customer premises to complete connection work.
- b. The contract includes the Master Service Agreement approved by the City Attorney.

2. Any contract that the Director of the Fiber Department is not authorized to approve must be approved pursuant to the remaining provisions of this chapter.

1.30.090 Emergency purchasing and contracting.

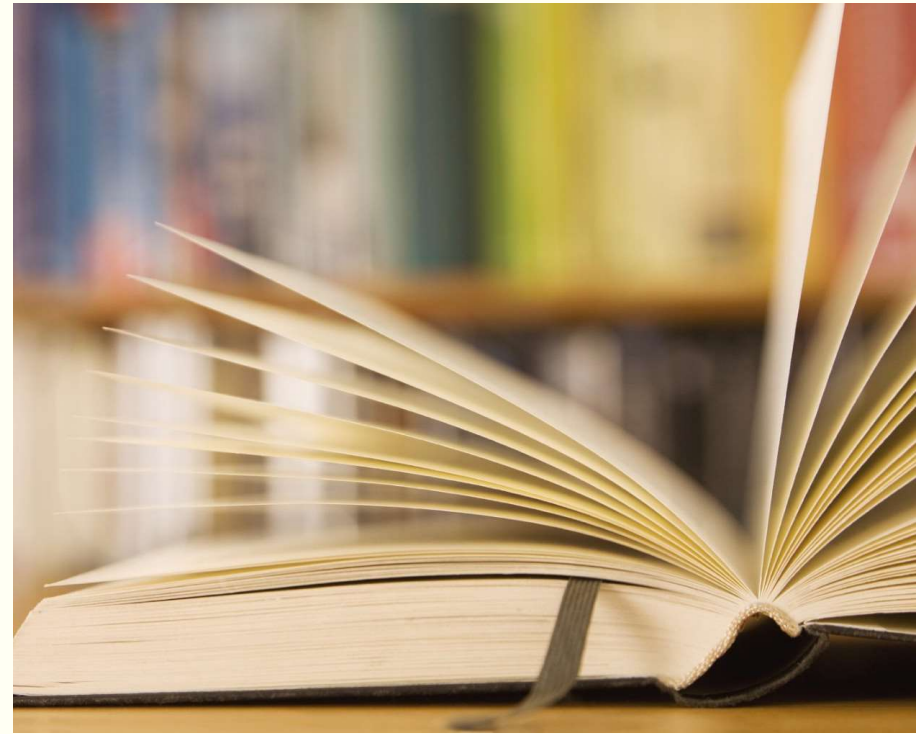
A. City Council delegates authorization to the Mayor to make emergency purchases or enter into emergency contracts consistent with the procedures outlined in the City of Anacortes Purchasing Policy, as permitted by RCW 39.04.280 and Chapter 38.52 RCW, in unforeseen circumstances beyond the control of the city that either: (1) present a real, immediate threat to the proper performance of essential functions; or (2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

B. The Mayor **must** declare an emergency in writing authorizing a purchase or contract without competitive bid or negotiation **and must notify City Council of the declaration.** A resolution ratifying the declaration, invoking RCW 39.04.280, and ratifying the contract must be presented to City Council for approval no later than two weeks following the award of the contract. The resolution must include the factual basis for the emergency purchase or contract.

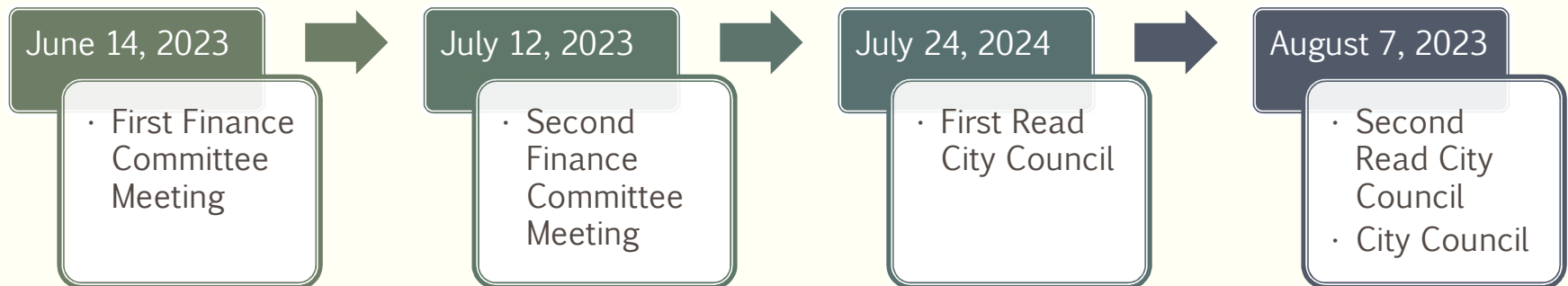


ORDINANCE 4055: UPDATING CHAPTER 1.30 AMC

August 7, 2023 – 2nd Read



Timeline



Areas of Update



Changes Since Last Draft

- 1.30.030 – Review – Amended to Simplify Language by:
 - Allowing delegation of Clerk-Treasurer's review to department head
 - Allowing delegation of City Attorney's review to contract specialist

- 1.30.040(F): Added permission for Mayor to delegate execution of modifications that meet Mayor's contracting authority

- 1.30.090: Language amended to
 - Require Mayor to declare an emergency
 - Require Mayor to notify Council of the emergency declaration



QUESTIONS?





City Council Agenda Bill

Meeting Date: August 7, 2023 **Agenda Item:** 6.c.

Agenda Item Title: Resolution 3123: Updating the Purchasing Policy and Procurement Roster Procedures

Staff Contact(s): DARCY SWETNAM

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

TIFFANY MATSON
TIFFANY MATSON
STEVE HOGLUND
DARCY SWETNAM

Resolution

Item Summary:

City staff proposes an update to City of Anacortes' Purchasing Policy to reflect recent legislative changes and updated internal procedures. In addition, staff would like to specify through this resolution that the City's processes for using small works roster, vendor roster, and consultant roster are incorporated within the Purchasing Policy.

Background: The first reading of the resolution and policy was presented at the 7/24/23 Council meeting. Since the first reading an edit was made to section VIII to reflect the language used in the proposed edits to AMC 1.30, and an edit was made to the last paragraph of section XI to change the second word from "will" to "should".

The updates to the Purchasing Policy include formatting and minor editing, as well as larger changes that are a result of 2023 legislative session outcomes that had multiple impacts to laws regarding the City's procurement and contracting requirements. To summarize the biggest changes:

- Effective June 30, 2024, [HB 1621](#) raises the bid limit for a multi-trade project from \$116,155 to \$150,000, as well as raises the bid limit for the purchase of supplies, material, or equipment not related to a public work from \$7,500 to \$40,000. In addition, the bid limit for using the vendor roster process will be raised from \$15,000 to \$50,000.
- For the purchase between \$2,501-\$7,500 of supplies, materials, or equipment,

the City's current purchasing policy requires staff make an effort to contact at least three vendors for quotes. Due to the bid threshold being raised to \$40,000 by State law starting on 6/30/24, staff proposed to raise the quote threshold at that time from \$2,500 to \$10,000. The Contract Specialist conducted a survey of other public entities and obtained the following information regarding their current quote thresholds:

City of Arlington	\$7.5k
City of Bainbridge Island	\$15k
City of Bellingham	\$10k
City of Everett	\$10k
City of Pasco	\$50k
City of Woodinville	\$7.5k
Community Transit	\$10k
Kitsap Transit	\$5k
Pierce Transit	\$10k
Sound Transit	\$10k
Spokane Transit	\$10k
Washington Health Benefit Exchange	\$50k
Whatcom Transit	\$10k

- [SB 5088](#) adds plumbing, elevator, and electrical contractors to the responsible bidder criteria for public works contracts and the debarment statutes for public works contracts.
- [SB 5268](#) makes several amendments, adds new sections, and repeals multiple RCWs related to small public works roster projects. Effective July 1, 2024 the previous limited public works threshold of \$50,000 is replaced by a new threshold of \$150,000, and the change also allows for direct contracting under certain conditions. The City will have to notify all contractors in the roster category for projects with an estimated cost of \$150,000-\$350,000.
- [HB 1050](#) expands apprenticeship utilization requirements. Effective July 1, 2024: Public works contracts estimated to cost more than \$2 million must require no less than 15% of total labor hours be performed by apprentices. Effective July 1, 2026, and until July 1, 2028: Public works contracts estimated to cost more than \$1.5 million must require no less than 15% of total labor hours be performed by apprentices. Effective July 1, 2028: Public works contracts estimated to cost more than \$1 million must require no less than 15% of total labor hours be performed by apprentices.
- [HB 1086](#) increased project limits for community service organization contracts from \$25,000 to \$75,000 per year and the benefit received by a local government is reduced from three times the amount to two times the amount of

the payment to the community service organization. The definitions of 'improvements' and 'maintenance' that can be provided by a community service organization were also expanded.

- Addition of Section XI to reflect the local preference requirements for procuring compost.
- Section XV.C for Emergency Public Works and Purchases has been expanded to outline specific procedures for staff to take in order to purchase materials, supplies, or equipment to respond to an emergency, or to hire a contractor to perform emergency public work.

Budget Impact:

Previous Action: The proposed updates were presented and discussed at the June 14, 2023 and July 12, 2023 Finance Committee meetings. The first reading of the resolution was presented at the [July 24, 2023](#) City Council meeting.

Recommended Motion: I move that City Council adopt Resolution 3123 Updating the Purchasing Policy and Procurement Roster Procedures.

Alternative Actions: Not adopt the resolution. Provide changes to the resolution and policy.

Attachments (listed in order presented):

1. Resolution 3123
2. COA Purchasing Policy - 2023 -redlined draft

RESOLUTION NO. 3123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES UPDATING THE CITY OF ANACORTES PURCHASING POLICY AND SMALL WORKS ROSTER, VENDOR ROSTER, AND CONSULTANT ROSTER PROCEDURES

WHEREAS, Section 35A.11.010 of the Revised Code of Washington vest contracting authority in the City Council of the City of Anacortes; and

WHEREAS, Council adopted updated purchasing policies for City procurement and contracting in Resolution 2067, dated November 25, 2019; and

WHEREAS, Council now wishes to update those purchasing policies for City procurement and contracting with the City of Anacortes; and

WHEREAS, RCW 35.23.352 and RCW 39.04.155 allows certain contracts to be awarded by a small works roster process and RCW 39.04.190 allows certain purchasing to be awarded by a vendor list process; and

WHEREAS, Council adopted Resolution 1736, dated December 18, 2006, establishing a vendor list process and Resolution 1836, dated December 5, 2011, establishing a small public works roster process and consulting services roster; and

WHEREAS, Council wishes to adopt small works roster, vendor roster, and consultant roster procedures incorporated within the Purchasing Policy.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that Resolutions 1736, 1836 and 2067 are hereby repealed and the attached updated Purchasing Policy is hereby adopted.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 7th day of August, 2023.

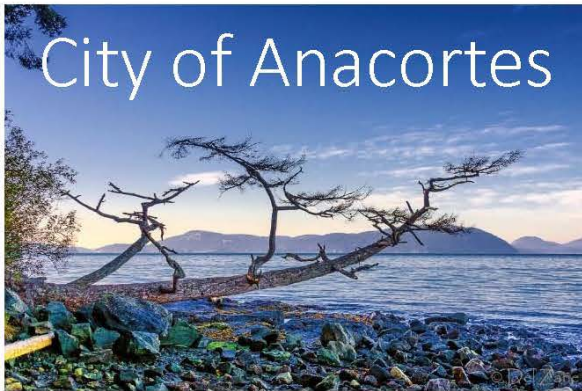
Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



PURCHASING POLICY



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I. GENERAL

A. Purpose

The City of Anacortes Purchasing Policy ("Policy") is intended to direct the purchase of goods and services at a reasonable cost while following all applicable laws. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The purchasing function's integrity, efficiency, and effectiveness are critical elements of sound government.

B. Objectives

The objectives of the city's purchasing program are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of city resources;
- To ensure equal opportunity and competition among suppliers and contractors;
- To promote effective relationships and clear communication between the city and its suppliers and contractors;
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds;
- To promote use of recycled materials and products, and dispose of surplus and scrap materials with regards to cost savings and the environment.

C. Scope

These guidelines apply to purchases of:

- Public works projects
- Professional services (including architectural and engineering design)
- Non-professional services
- Supplies, materials, and equipment

The guidelines do not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the city's policy.

D. Controlling Laws

All purchases shall comply with appropriate and relevant federal, state, and city laws and policies. If the appropriate and relevant federal or state laws, regulations, grants, or requirements conflict or are more restrictive than these guidelines, such laws, regulations, grants, or requirements should be followed.

In the event any bid threshold limits in the Revised Code of Washington (RCW) are different from the values listed within this Policy, the RCW limits shall control.

The City Attorney shall be consulted when questions regarding potential conflicts arise. Applicable laws and regulations will be cited throughout this document.

E. Annual Review and Policy Approval Authority

This Policy may be reviewed annually by the City Attorney and Contract Specialist. When material changes to the Policy that change purchasing rules, contract rules, or procedures within the Policy are required, the revised Policy must be presented to the Anacortes City Council for review and approval. Minor changes that do not materially change purchasing rules, contract rules, or procedures within the Policy, such as formatting edits and website link updates, are under the authority of the City Attorney and Contract Specialist to implement without City Council review.

II. ETHICS OF PROCUREMENT

A. Gifts and Conflicts of Interest

The city is committed to providing a very fair, transparent and equitable process to our purchases. We ask all staff participating in a solicitation and/or award process to be thoughtful of any perceived or actual conflicts of interest. Many of the situations defined as prohibited conduct in the city's [Personnel Policies](#) could arise in the procurement context.

1. Reasonable Person Standard. The city seeks to avoid situations that involve conflicts of interests or the appearance of such conflicts based on inappropriate opportunities to influence the solicitation and/or award process. The city uses the measures of how a reasonable person would perceive the situation. A reasonable person standard might consider how the situation would appear if covered by a news story, or viewed from the perspective of a public interest group. Common questions to ask are: Could you comfortably explain your actions? Would taxpayers believe you were acting in their best interest?
2. Limitations on gifts. City staff should refuse gifts, meals and invitations to events such as concerts or sporting events, that could be reasonably perceived as: improperly influencing performance of your official duties; a reward for awarding a contract; or offered or given to influence, find favor, or with a reasonable expectation of creating an obligation to the giver.

Vendors are prohibited from offering gifts during the solicitation and ensuing contract award process.

Contact the Legal Department for assistance if you encounter unusual situations.

B. Former Employees as Vendors/Consultants/Contractors

Contact Legal before initiating a contract with former city employees to determine if doing so would create an actual conflict of interest or the appearance of a conflict of interest.

III. ACCOUNTABILITY AND COMMUNICATIONS

City staff involved in specification development must carefully consider conflicts of interest and other public accountability rules. Consider each of the following:

A. Public Disclosure

The city's procurement process, and the submittals, materials, information, decisions and many of the notes related to that process are all public records subject to public disclosure unless an exemption applies under the Washington Public Records Act (PRA), Chapter [42.56 RCW](#).

- Submittals are subject to disclosure. Certain state law exemptions may apply and disclosure may be reasonably delayed to avoid unreasonable interference with the evaluation and award decision.
- Your notes are subject to disclosure as they pertain to the city's official business, processes and decisions. Do not make remarks or comments that you would not be comfortable sharing with a public audience.
- Keep those notes that help to document the process and decisions, and clearly organize them so they can be understood in the future.
- Important notes and materials that are significant to documenting the decision and process should be given to the Contract Specialist at the end of the process and saved in the event of a public records request.
- The city is not required to create summaries or new public records in response to a PRA request. The city is not required to do research or analysis for vendors under PRA. However, summaries or analyses are subject to disclosure if the city has already created such records.
- Further information regarding public disclosure may be obtained from the Public Records Coordinator.

B. Maintain Confidentiality

Documents, decisions, information and opinions are generally to be kept confidential, except as required to be disclosed under the Public Records Act. Do not share information other than with city staff who are directly involved in the evaluation and selection process. Project Managers, the Contract Specialist, and in some cases selection advisory committee members, may contact respondents to city solicitations seeking additional information and clarification regarding vendor submittals, as well as to negotiate a contract. However, conversations or contact with respondents regarding details of the evaluation process should otherwise be limited, and care must be taken to maintain the objectivity of the evaluation process. If respondents submit questions, particularly with regard to evaluation, or to request documents, refer them to the Contract Specialist.

C. Fair, Prudent and Thorough Evaluation

The process must be fair to all respondents; be thoughtful and deliberative in order to preserve the integrity of the public bid process.

1. The Project Manager, and city staff invited to assist in specification development, solicitation efforts, and/or award processes, must be considerate of conflicts of interest and other public accountability rules.
2. In the event a member of a RFP selection advisory committee has a conflict of interest, they must immediately withdraw from the process. If you have a conflict or perceived conflict of interest, you must consult with the Legal Department.

Use caution:

- a) when discussing any aspect or any opinion you might have of the solicitation process, vendors, bids or results until the award is complete.
- b) to avoid actions that give, or may be perceived to give, preferential treatment to any vendor.

IV. GRANTS & FEDERAL FUNDING

Are you trying to procure something that involves any type of grant or federal funding? Then STOP!



Purchases or work that have received a grant or federal funding may not be covered by this manual. These types of purchases often have their own procurement requirements.

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract. Contact Legal for advice on how to proceed. We will review your specific grant and guide you on what the next steps are.

The City of Anacortes' internal controls for Federal Awards are detailed in the [Federal Award Standards](#) document.

V. CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Cell phones, telephone equipment - **IT Manager**.
- Computers and related equipment, printers, scanners and copiers, software or systems - **IT Manager**.
- Anything purchased using Equipment Rental and Revolving (ER&R) funds – **Fleet Services Manager**.

VI. DETERMINING CONTRACT VALUE

Contract value refers to the total aggregate value of the contract including all base periods, plus potential renewal periods.

- Example #1: A three year contract for \$40,000 per year is considered a \$120,000 contract.
- Example #2: A contract originally executed as a one year \$25,000 contract. If a renewal is negotiated for an additional year for another \$25,000, the aggregate value of the contract becomes \$50,000, which will require City Council authorization.
- *Exception:* Hardware/software maintenance agreements are treated as stand-alone agreements and do not need to be aggregated to the original hardware/ software purchase agreement.

VII. BID SPLITTING

The breaking of any project into units, or accomplishing any projects by phases, is prohibited if it is done for the purpose of avoiding compliance with bidding statutes¹.

The Washington Supreme Court has held that a city cannot break a public work into phases for the purpose of estimating the cost of a public works project, even though those phases are performed at different intervals of time. Instead, a city, while completing the actual project in phases, must total the cost of all phases of the public work or purchase. If the aggregate cost exceeds the applicable bid limit, the city must bid each phase of the project even though a single phase may cost less than the bid limit.

The cost of purchasing materials, supplies, and equipment not related to a public works project should be pre-estimated for a calendar year's time. If the total yearly cost is over the bid limit for vendor purchases the city must bid the items, even though a single purchase may cost less than the bid limits.

To avoid bid splitting:

- A. Combine all phases of a public work project or vendor purchase when estimating cost.
- B. Combine the total of foreseen identical items purchased at the same time or within a calendar year's time, in which the cost exceeds competition limits (i.e. office supplies, water pipe, asphalt, paint, copy paper, janitorial paper products, etc.)
- C. Items that are designed or intended to be used together (i.e., water meters and covers), and the cost exceeds competition limits should be bid together.

¹ [RCW 35.23.352\(1\)](#)

VIII. SIGNATURE AUTHORITY AND APPROVAL

Per [RCW 35A.11.010](#), the City's authority to contract, and be contracted with, is vested in the City Council. City Council has delegated authority to the Mayor to execute contracts and modifications that meet the criteria of Anacortes Municipal Code (AMC) [Chapter 1.30](#). **Only the Mayor has the designated signature authority to sign contracts and binding agreements for the City.** AMC Chapter 1.30 allows the Mayor to delegate signature authority for contracts and contract modifications meeting AMC 1.30.40 to the department director responsible for the agreement.

City Council approval is required for goods or services contracts that:

- A. Are contracts with a total aggregate value of \$45,000 or more
or
- B. Are cost modifications that, either singly or combined with all previous modifications, pushes the total contract amount from under to over the \$45,000 signature threshold
or
- C. Are cost modifications for contracts with an original value between \$45,000-\$99,999 that results in a new total contract amount \$10,000 or more over the original contract amount.
Or
- D. Are cost modifications for contracts with an original value \$100,000 or more that results in a new total contract amount 110% over the original contract amount

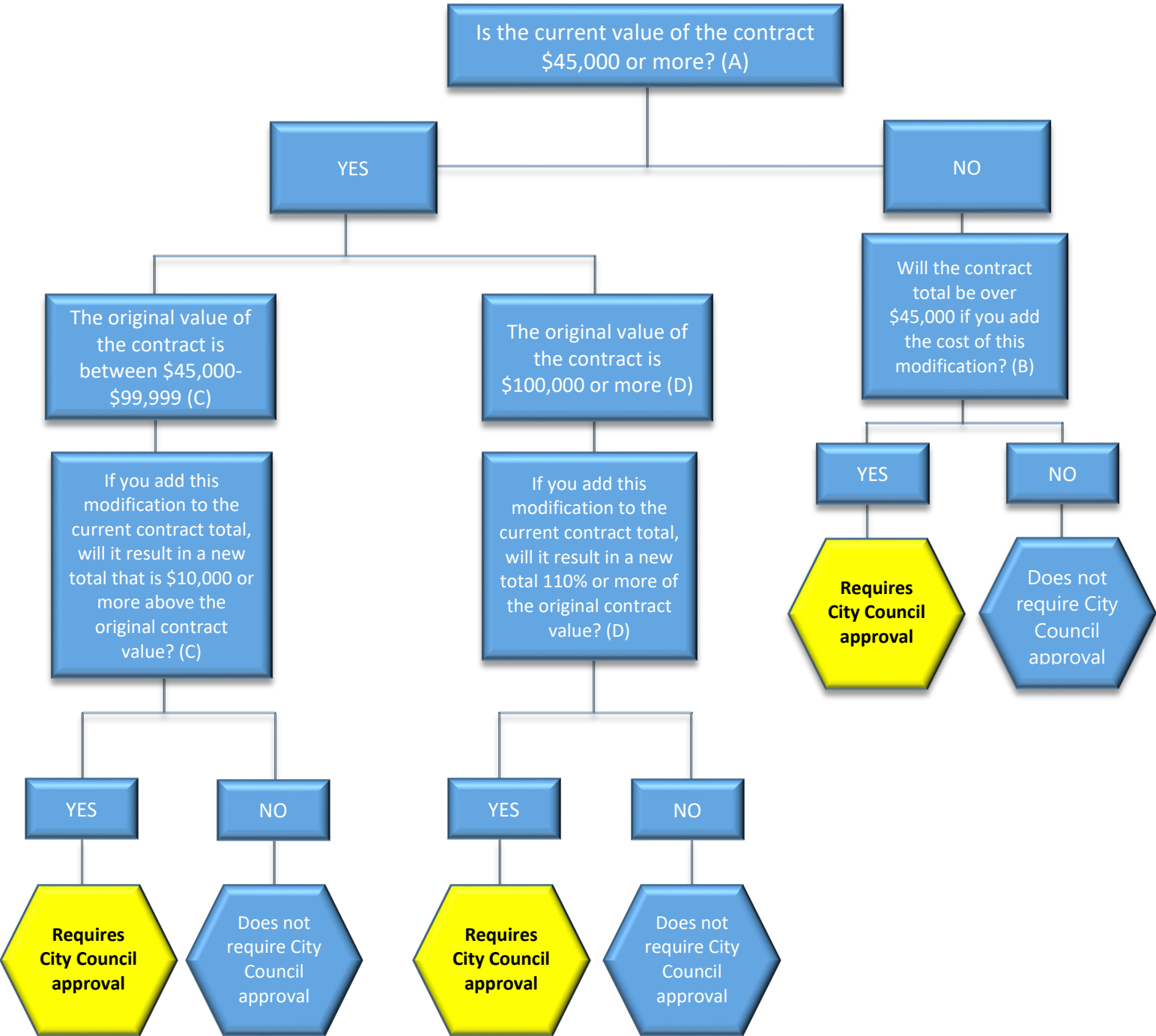
Example 1: a \$200,000 contract has a modification for \$18,000 for a new contract amount of \$218,000. The original contract amount is over \$100,000 so the next step is to figure out if the new total contract amount is 110% over the original value(D). 110% of \$200,000 would be \$220,000, so this modification does not result in a new total contract amount 110% over the original contract amount and does not need to be approved by Council.

Example 2: a \$50,000 contract already had modification #1 for \$5,000 approved and executed. Now there is a new modification #2 for \$6,000. The original contract amount is between \$45,000-\$99,999, so the next step is to determine if this modification results in a new contract amount \$10,000 or more over the original contract value(C). Adding together Mod 1 and Mod 2 equals \$11,000 which is over \$10,000, so modification #2 does need to be approved by Council.

Example 3: a \$10,000 contract has a modification of \$1,500 for a new contract amount of \$11,500. The modification does not push the total contract amount over the \$45,000 threshold(B), and is not for a contract with an original value between \$45,000-\$99,999(C) or \$100,000 or more(D), so it does not need to be approved by Council.

Example 4: a \$40,000 contract has already had a modification #1 of \$1,000 and now has a modification #2 of \$5,000 for a new contract amount of \$46,000. Modification #1 did not meet any of the requirements of B, C, or D so it did not need to be approved by Council. Combined with the previous modification, modification #2 does push the total contract amount from under to over the \$45,000 signature threshold(B) and so it does need to be approved by Council.

Contract Modification Approval Requirements



IX. ELECTRONIC SIGNATURES

The City follows the Uniform Electronic Transactions Act, [Chapter 1.80 RCW](#), which applies to any electronic record or electronic signature created, generated, sent, communicated, received, or stored on or after June 11, 2020. A document that is required by law to be signed in non-electronic media may not be digitally or electronically signed. This Section does not supersede the requirements detailed in Section VIII or AMC Chapter 1.30.

X. TYPES OF PROJECTS

Local government purchases and projects generally fall into one of five categories:

[Public works](#): All work, construction, alteration, repairs, or improvements to physical property, other than ordinary maintenance, that are paid for by a municipality.

[Professional architecture and engineering services](#): Professional services provided by a consultant that fall under architecture, engineering, land surveying, or landscape architecture.

[Personal services](#): Technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, not including professional architecture and engineering services.

[Purchased services](#): Services provided by vendors for the routine, necessary, and continuing functions of a local agency, mostly related to physical work.

[Materials, Supplies, Equipment](#): Purchases of goods, equipment, supplies, or materials that are not connected with a public works project.

XI. COMPOST PROCUREMENT LOCAL PREFERENCE REQUIREMENTS

When the City will use compost as defined by AMC [Chapter 2.86](#) for (a) Landscaping projects; (b) Construction and postconstruction soil amendments; (c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; the City, or the City's contractor, must purchase finished compost products from companies that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

If compost meeting the above criteria is not available, preference for compost procurement must be given to products sourced as close as possible to the City of Anacortes. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive must be documented.

Staff should report the volume and cost of compost purchased throughout the year, and the source or sources of the compost, to the Finance Department by November 30th of every year.



PUBLIC WORKS



XII. PUBLIC WORKS

A. Definition: What is a Public Work?

This covers more than you think: “all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality...”². L&I considers “ordinary maintenance” to be that performed by your own staff, so that means every time you call in a carpenter, plumber, electrician, painter, roofer, elevator repair technician, tree trimmer, fencing company, HVAC repair technician, equipment operator or other person using tools who isn’t city staff, the purchase falls under public works procurement rules and contracting requirements.

Contact the Contract Specialist if there is any question whether your project falls under “Public Works” or as to which procurement process is necessary. **ALL public work in ANY amount requires a written contract, payment of prevailing wages, and insurance.**

B. THRESHOLDS:

Public Works			
	DOLLAR LIMIT	FORMAL BID PROCESS	APPROVAL
Single Trade or Craft	\$0-\$75,500	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$75,500	Required	City Council
Multi Trade or Craft	\$0-\$116,155	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$116,155	Required	City Council
	DOLLAR LIMIT	QUOTES	APPROVAL
Using MRSC Small Works Roster	\$0-\$49,999	Minimum 3 quotes requested	\$0-\$44,999 = Mayor \$45,000+ = City Council
	\$50,000-\$249,999	Minimum 5 quotes requested	City Council
	\$250,000-\$350,000	Minimum 5 quotes requested Must notify all contractors on roster	City Council
			APPROVAL
Unit-Priced On-Call Contracts	All unit-priced on-call contracts must be procured through either the Small Works Roster or a formal bid process.		\$0-\$44,999 = Mayor \$45,000+ = City Council

Note: in the event the threshold limits in the Revised Code of Washington (RCW) are different from the values above, the RCW limits shall control.

² [RCW 39.04.010](#)

"Craft" or "trade" means a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the locality of the city's projects or purchases.

Effective June 30, 2024: The ability for the City to pursue public works by contract or day labor without calling for bids is increased from \$116,155 to \$150,000 if more than a single craft or trade is involved.

C. Day Labor

The city may use our own employees to perform public works projects with an estimated cost up to \$75,500 (single craft) or \$116,155 (multiple craft). For larger projects, you must contract with a responsible contractor. The city must provide a report to the state auditor of the costs of all public works that are not let by contract³. For any project using city workers that costs in excess of \$25,000, the city must publish a description of the project and its estimated cost in its official newspaper at least fifteen days before beginning the work⁴.

Effective June 30, 2024: However, the city may have its own regularly employed personnel perform work which is an accepted industry practice under prudent utility management without a contract. For purposes of this section, "prudent utility management" means performing work with regularly employed personnel utilizing material of a worth not exceeding \$300,000 in value without a contract. This limit on value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment. For purposes of this section, "equipment" includes, but is not limited to, conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications.

D. Determining the Cost of a Public Work

The total construction cost of each **project** must be estimated in order to correctly apply bid limit dollar amounts to determine if a public works project must be competitively bid. The estimate shall include all phases and anticipated contracts for the entirety of the project, and include materials, supplies, equipment, and labor on the construction of that project AND applicable sales and use taxes. However, the value of volunteer labor, material, or equipment need not be included in the cost estimate for a public works project, as these are not a cost to the agency. If the total project amount is over the bid thresholds then all contracts, no matter the individual dollar amount, must be procured through the bid process. The estimate may be prepared by an outside third party, however the final cost estimate must be validated by the city. The estimate needs to be prepared before any work begins and should be sent to the Contract Specialist.

E. Procuring Through Quotes

Projects for single craft or multiple crafts with a reasonably anticipated price equal to or less than the dollar thresholds do not require the use of competitive quotes or bids.

³ [RCW 43.09.205](#)

⁴ [RCW 39.04.020](#)

- It is recommended the Project Manager make every effort to obtain more than one quote.
- The Project Manager submits a Request for New Contract Form to begin the contract process.

F. Small Works Roster (SWR)⁵

When the estimated cost of a public works project is \$350,000 or less, the city may follow the Small Works Roster (SWR) process for construction of a public work or improvement as an alternative to the general competitive bidding requirements. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a statewide electronic database for small public works roster and consulting services developed and maintained by MRSC. At least once per year, the city must post a list of all small works roster contracts awarded regardless of dollar value, including the date, the name of the contractor, the amount of the contract, a brief description of the type of work performed, and the location where the bid quotations for these contracts are available for public inspection.

Publication:

At least once a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to the appropriate MRSC roster or rosters at any time that they submit a written request and necessary records.

To use the SWR:

- Requests for quotes must emphasize that quotes will be accepted only from contractors on the small works roster.
 - Sample text: *In accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Anacortes is pleased to invite you to submit a quote under the subject solicitation. Contractors who quote on this project must be registered on the Small Works Roster by the time that quotes are due.*
- Requests for quotes should list if bonds and prevailing wage will be required.
- Project Manager or Contract Specialist contacts contractors off the Small Works Roster. Requests for quotes shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time and location to return quote. However, detailed plans and specifications need not be included in the request. The information given to each contractor must be identical. Quotes not requiring a bid deposit may be submitted by email.
- At the time quotes are solicited, the city shall not inform a contractor of the terms or amount of any other contractor's quote for the same project.
- No city employee may negotiate with any of the bidders. Some submissions may involve errors, omissions, or other irregularities; contact Legal to decide how to

⁵ [RCW 39.04.155](#)

handle them.

- The Project Manager or Contract Specialist shall make a written record of each contractor's quote on the project and of any conditions imposed. Immediately after an award is made, the quotations obtained shall be recorded, open to public inspection, and available by inquiry.
- The Contract Specialist verifies the lowest bidder meets the legal criteria in the request for quotes and is a responsive, responsible bidder ([RCW 39.04.010, 39.04.350, sam.gov](#)).
- The Project Manager verifies the lowest responsive, responsible bidder meets the requirements to perform the Scope of Work and submits a Request for New Contract Form to initiate the contract process.
- Formal bids are not required.
- Advertising is not required.
- Bid bonds are not required.
- A signed contract IS required.
- Prevailing wage IS required.
- Insurance IS required.
- Retainage may be waived.

Small Works Roster “Limited Public Works Process” – up to \$49,999

- If a work, construction, alteration, repair, or improvement project is estimated to cost less than fifty thousand dollars (\$50,000), the city may award such a contract using the limited public works process.⁶
- A minimum of three electronic or written quotes from the appropriate small works roster is to be solicited and the contract shall be awarded to the lowest responsible bidder.
- The city will maintain a list of the contractors contacted and contracts awarded during the previous 24 months under the limited public works process, including contractor name, registration number, amount of contract, brief description of work and date contract awarded.
- The Contract Specialist administers the contract process and if the contract is \$0-\$44,999 it is under the Mayor's signature authority threshold. If it is \$45,000 or more it is required to be approved for award by City Council.

Effective July 1, 2024: The previous limited public works threshold of \$50,000 is replaced by a new threshold of \$150,000, and the city may enter into direct contracting under certain conditions as specified in RCW 39.10.908 Section 15 or must solicit quotes from all on the appropriate roster.

Small Works Roster Process - Between \$50,000 and \$249,999

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will

⁶ [RCW 39.04.155\(3\)](#)

equitably distribute the opportunity among the contractors on the appropriate roster.

- The Contract Specialist administers the contract process and the contract is required to be approved for award by City Council.

Small Works Roster Process – Between \$250,000 and \$350,000

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the city chooses to solicit quotes from less than all the appropriate contractors on the appropriate small works roster the city must also notify the remaining contractors on the roster that quotations on the work are being sought. The city has the sole option of determining whether this notice to the remaining contractors is made by:
 - publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
 - mailing a notice to these contractors; or
 - sending a notice to these contractors by facsimile or email
- The Contract Specialist administers the contract process and the contract is required to be approved for award by City Council.

Effective July 1, 2024: The bid limit for using the Small Works Roster is modified to apply to work with an estimated cost of \$350,000 or less *excluding state sales tax*, and the city will notify all contractors in the roster category for projects with an estimated cost of \$150,000-\$350,000.

G. Formal Bid Process – Public Works

Competitive bidding is designed to prevent favoritism in awarding public work contracts and to enable local governments to obtain the best work or supplies at the most reasonable prices. It is also designed to provide a fair forum for bidders and to protect the public interest.

1. The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), and BARS # to the Contract Specialist.
2. The Contract Specialist compiles the bid package.
3. The notice to bid is to be published in the city's official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to the submittal deadline. The notice shall state the nature of the work for which plans and specs will then be available free of charge online and on file.
4. Bids must be sealed and filed with the City Clerk within the time specified.
5. Each bid requires a bid proposal deposit of 5% or more in the form of cashier's

- check, postal money order, or surety bond.
6. Public bid opening is required.
 7. The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the Contract Specialist of the lowest responsive bid.
 8. The Contract Specialist verifies the contractor is a responsible bidder.
 9. The Project Manager submits a Request for New Contract Form to begin the contract process.
 10. The Contract Specialist verifies the contract award approval requirements and, if required, schedules and prepares the City Council documents.
 11. The Contract Specialist administers the contract process.

H. Requests for Bid Documents

The City of Anacortes Purchasing Policy requires that the City maintain the integrity of official bid documents sets, provide swift response when incorporating addenda changes, and communicate in a singular, fair, and equitable manner to registered bidders.

Builders Exchange of Washington (BXWA) provides prime bidders, subcontractors, suppliers, and other interested parties, virtual free-of-charge access to a complete set of project bid documents, including the ability to download, view, print, order full/partial plan sets from numerous reprographic sources, and free access to an on line digitizer/take-off tool.

Therefore, the City designates BXWA as the official source of bid packages for most capital public work projects, which insures that all bidders receive complete documentation, including all addendum, changes, and clarifications.

I. Unit-Priced Contracts – On-Call and Systemwide Maintenance

Effective June 7, 2018, all cities, towns, and port districts are authorized to use unit-priced contracts⁷. A unit-priced public works contract, sometimes called an “on-call” public works contract, is when a local government contracts for an unknown number of small public works projects over a fixed period of time (“indefinite quantity, indefinite frequency”). State statute defines a unit-priced contract as:

“[A] competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the [agency type], under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.”

While traditional public works contracts are awarded for specific projects/scopes with a specific total dollar value, unit-priced contracts are not associated with a particular project, do not guarantee any amount of work, and do not establish a total dollar value (although the contract may cap the dollar value at a certain level over the life of the contract). Instead, the agency agrees to pay a defined “unit price” for certain types of anticipated (but unplanned) work or trades over a certain time period.

⁷ [RCW 35.23.352](#)

The prices for different tasks may be based upon different units. Commonly used units include:

- Weight, such as tons
- Surface area, such as square feet or acres
- Volume, such as gallons or cubic yards
- Length/depth, such as linear feet or vertical linear feet
- Time, such as hours
- Quantity of items
- Lump sum per task

When a specific project is identified, individual work orders are authorized based upon either a “not-to-exceed” time and materials basis or a negotiated lump sum amount using the previously established unit prices.

COA Unit-Priced On-Call Contract Requirements:

1. Can only be used for activities that are not specifically planned and have no set project-specific budget.
2. The contract shall have a specified total aggregate not-to-exceed value.
3. The initial term of the contract may not exceed three years, with the option to extend or renew the contract for one additional year.
4. Modifications: During the course of a contract, there may be occasions when the original unit prices do not address particular work items that are needed. In those situations, new line items may be added by contract modification.

To Bid a Unit-Priced On-Call Contract:

- Use the Formal Bid or Small Work Roster procedures applicable to the estimate total aggregate not-to-exceed value of the contract.
- The Invitation to Bid must:
 - Specify that the contract will expire when the work orders total the estimate total aggregate not-to-exceed value including WA sales tax, or the contract term expiration date, whichever occurs first.
 - Specify how work orders will be issued and include a sample work order.
 - State that there is no minimum volume of work guaranteed.
 - Specify that Prevailing Wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year..
 - Specify that on an annual basis (12-month contract period) the Prevailing Wage rates must be updated and Intents and Affidavits submitted to Labor and Industries).

Unit Priced Systemwide Maintenance and Repair Contracts:

There are also some systemwide maintenance and repair contracts that are sometimes referred to as “on-call contracts” but actually fall under traditional public works

contracting as long as the scope is clearly and properly defined.

To qualify as a traditional public works contract instead of an on-call contract, a systemwide maintenance or repair contract must cover specific activities planned in advance and budgeted (as opposed to on-call contracts which cover activities that are not specifically planned and have no set budget).

Examples include:

- Sewer or storm drain “jetting” (cleaning) up to a certain budget amount, but not an exact number of linear feet
- Sidewalk/trail construction or reconstruction in relation to the city’s pedestrian master plan (not necessarily a fixed quantity), up to a certain budget amount
- Storm pond maintenance
- Annual contracts for pavement crack sealing, chip seals, overlays, etc.

These contracts can be structured so that they qualify as public works projects with readily determinable quantities and costs related to a fixed scope. Systemwide maintenance and repair contracts should not cover unanticipated projects or emergency repairs, which would fall under on-call contracting.

J. Withdrawal of Bids – Cancellation of Awards

Bids may be modified or the bid may be withdrawn by written notice received prior to the time set for opening in the office designated in the invitation for bids. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.

K. Cancellation of Invitations for Quotations or Bids

An invitation for quotations or bids may be canceled at the discretion of the department director. The reasons shall be made part of the contract file. Each invitation for quotations or bids issued by the city shall state that the invitation may be canceled. Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. The notice shall identify the invitation for quotations or bids and state briefly the reasons for cancellation.

L. Responsive Bid

What is a Responsive Bid?

Responsive bids are bids that are submitted on time with all of the information the city requested. Bids submitted after the submittal deadline or at the wrong location should be

rejected as non-responsive – in other words, the city will neither accept nor open late bids. If a contractor claims extenuating circumstances, refer them to the City Attorney.

Typically, bidders must provide the following information at the time of bidding:

- Sealed bids, with the name of the project and the time and date of the bid opening clearly stated on the outside of the bid packet
- Bid guarantee in the form of a bid bond, cashier's check, or personal money order
- Lump sums, unit prices, and total prices in the spaces provided on all of the bid forms, including all appropriate sales taxes
- Receipt of addenda acknowledged
- Acknowledgment of attendance at mandatory pre-bid meeting (to be verified)
- Non-collusion affidavit certificate
- Mandatory bidder responsibility questionnaire with all items filled in
- Certification of Compliance with Wage Payment Statutes

While it is possible to do a brief check when the bids are first opened, the city reserves the right to ascertain full compliance with the bid proposal requirements after a more detailed review, generally within a maximum of 30-45 days.

M. Responsible Bidder

The city is required to award public works contracts to a responsible bidder with the lowest responsive bid. This applies to informal bidding, such as a small works roster, as well as formal competitive bids.

Responsible bidders⁸ must meet a number of mandatory criteria. The bidder must:

- At the time of bidding have a certificate of registration in compliance with chapter [18.27 RCW](#), a plumbing contractor license in compliance with chapter [18.106 RCW](#), an elevator contractor license in compliance with chapter [70.87 RCW](#), or an electrical contractor license in compliance with chapter [19.28 RCW](#), as required under the provisions of those chapters.
- Have a current Washington State Unified Business Identifier (UBI) number.
- If applicable, have industrial insurance/workers' comp coverage required in [Title 51 RCW](#).
- Have a Washington State Employment Security Department (ESD) account as required in [Title 50 RCW](#).
- Have a state excise tax registration number as required in [Title 82 RCW](#).
- Not be disqualified from bidding under RCW [39.06.010](#) or [39.12.065\(3\)](#).
- If bidding on a public works project subject to the apprenticeship utilization requirements in [RCW 39.04.320](#) to not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04 RCW](#) for the one-year period immediately preceding the date of the bid solicitation. Certify

⁸ [RCW 39.04.010](#), [RCW 39.04.350](#)

through a sworn statement that they are not a willful violator of labor laws in reference to [RCW 49.48.082](#).

- 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.
- Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database ([sam.gov](#)).

Additional items may be required shortly after bid opening:

- If supplemental bidder responsibility criteria are required (see below), a separate questionnaire must be filled out and submitted within 72 hours after bid opening. However, this questionnaire should only be required of the apparent low bidder and the next two lowest bidders.
- For projects that cost an estimated \$1 million or more, a list of all subcontractors for HVAC, plumbing, or electrical work must be submitted⁹. The bidder may also submit itself for any of these categories. This list may either be submitted within one hour after the bid opening (the preferred method) or at the time the bid is submitted.

In addition, [RCW 39.04.350\(2\)](#) allows agencies to adopt additional relevant responsible bidder criteria for individual projects. Supplemental criteria may be on two levels:

- A basic level that may include such things as no delinquent state taxes, no federal debarment, minimal prevailing wages violations, no excessive claims against retainage and bonds, no public bidding violations, no termination for cause or default, and unwarranted lawsuits with respect to public contracting.
- A secondary level whose criteria relate to the nature of a specific project. For example, the city may require that a contractor must have completed three projects of a similar scope and dollar volume within the past five years.

These supplemental criteria and associated evaluation methods must be provided in the invitation to bid or bidding documents.

N. Apprenticeship Utilization Requirements¹⁰

Effective July 1, 2024: Public works contracts estimated to cost more than \$2 million must require no less than 15% of total labor hours be performed by apprentices.

Effective July 1, 2026, and until July 1, 2028: Public works contracts estimated to cost more than \$1.5 million must require no less than 15% of total labor hours be performed by apprentices.

Effective July 1, 2028: Public works contracts estimated to cost more than \$1 million must require no less than 15% of total labor hours be performed by apprentices.

⁹ [RCW 39.30.060](#)

¹⁰ [RCW 39.04.320, HB1050](#)

O. Bid Deposit, Performance Bond, and Payment Bond for Public Works Improvement Projects

Whenever competitive quotes or bids are required, a bidder may be required to make a deposit in the form of a cashier's check, postal money order, or surety bond in an amount equal to not less than five percent of the total bid, which percentage shall be specified in the call for bids. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that they have not entered into collusion with any other bidder or any other person. All public works contractors shall furnish a performance bond and a payment bond in an amount equal to the total amount of the contract on a form approved by the City Attorney¹¹. In lieu of a performance bond on contracts of \$150,000 or less a contractor may request to have 10 percent of the contract retained for a period of 30 days after the date of final acceptance. The request will be evaluated and accepted or rejected by Legal.

P. Retainage

State law¹² requires the city to withhold up to five percent (5%) of the contract price earned by the city's contractor during performance of public work and construction contracts. The withheld amount, known as "retainage," is for the benefit of laborers and material suppliers in the event the contractor fails to pay them. Retainage may also be used to satisfy tax claims by the Department of Revenue, prevailing wage related claims by the Department of Labor and Industries, unemployment compensation related claims by the Employment Security Department, and contract performance claims by the city itself. Retainage is not paid ("released") to the contractor until appropriate releases are received from the involved state agencies and city departments/divisions.

A contractor has several options in how retainage will be held¹³:

1. The most common is to have the city withhold and retain five percent (5%) from each payment made during performance of the contract in a non-interest bearing fund.
2. A bond in-lieu-of retainage (aka "retainage bond") may be submitted by the contractor on the city's standard form or one that is acceptable to the city for all or any portion of the contract retainage amount.
3. The amount(s) retained may be deposited by the city in an interest bearing account. Interests on such monies shall be paid to the contractor and is not subject to withdrawal until after final acceptance of the work.
4. An escrow account may be jointly established by the contractor and the city with a bank. This escrow option must utilize the city's standard forms. The monies placed in escrow must be converted into bonds and securities approved by the city and any interest is paid to the contractor as it accrues.

Retainage requirements are not mandatory for non-public works supplies or services but may be used in the discretion of the department/division. Note that even when the city has required a performance bond for these types of contracts, retainage is not held

¹¹ [RCW 39.08.010](#)

¹² [Chapter 60.28 RCW](#)

¹³ [RCW 60.28.011](#)

unless specified in the solicitation and contract. This is rare.

At the conclusion of contract performance, any retainage reserved by the city will be released or otherwise disbursed according to the city's standardized contract close out process.

Q. Prevailing Wages

- State law requires prevailing wages to be paid by the contractor on all public works projects and all public building service maintenance contracts¹⁴. To see the list of applicable labor categories go to State of Washington Department of Labor and Industries [website](#). Prevailing wage questions may be directed to the Department of Labor and Industries (L&I), Prevailing Wage Section, 360-902-5335.
- Public works contracts require that each and every employer on the project file a Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit), regardless of the size of the contract. The forms are filed with L&I and, once they are approved, are submitted by the employer to the city's Contract Specialist.
- Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.
- For all public works contracts, except janitorial and building service maintenance contracts, the applicable prevailing wage rates shall be those in effect on the submittal due date. These rates shall remain in effect throughout the duration of the contract. If a contract is not awarded within six months of the submittal due date, the applicable prevailing wage rates shall be those in effect on the date the contract is awarded and shall remain in effect for the duration of the contract¹⁷.
- For janitorial, building service maintenance contracts, and unit-priced contracts, the prevailing wage rates in effect on the submittal due date are the minimum rates that must be paid for the first year of such contract and thereafter. However, any janitorial, building service maintenance contract, and unit priced contract, of more than one year in duration must include wage increase language specifying that wages will be altered annually to follow the most recent publication of prevailing wage rate¹⁵.
- Specification documents must state that workers shall receive the prevailing rate of wage. The specifications must either list all of the applicable prevailing wage rates, or else provide the URL address for L&I's [Prevailing Wage Rates for Public Works Contracts](#) with the exact wage publication date and county. NOTE: Prevailing wage rates are adjusted twice annually – usually in the spring and fall.

¹⁴ [WAC 296-127-011](#)

¹⁵ [WAC 296-127-023](#)

- Payments by the city are not allowed when contractors have not submitted an Intent form that has been approved by the L&I industrial statistician. The city may not release retainage until all contractors and subcontractors have submitted an Affidavit form that has been certified by L&I. The requirement to submit these forms should also be stated in the contract.
- There is no minimum dollar amount for public work or prevailing wage. Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the city causes to be performed by a private party through a contract.
- Should the city fail to comply the city can be held responsible for any unpaid prevailing wages.

****Federal Prevailing Wage Requirements**

The federal government has its own public works prevailing wage requirements, or wage decisions, established by the Davis-Bacon Act (DBA). For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates¹⁶. This should also be stated in the bid specifications and contracts. To look up current federal wage decisions by trade and county, see wage determinations online at [SAM.GOV](https://sam.gov).

¹⁶ [WAC 296-127-025](https://wac.wa.gov/wac296-127-025)



SERVICES



XIII. SERVICES

The first step in successfully contracting for services is to determine the category of service that you will be contracting for, as there are distinct differences between service types and the manner of solicitation. Distinguishing between services and public work is also important, as services may have different bidding requirements.

A. Architectural and Engineering Services (A&E Services)

Professional architecture and engineering (A&E) services are services provided by any person, other than an employee of the agency, that fall under the general statutory definitions of:

- Architecture (Chapter [18.08 RCW](#))
- Engineering (Chapter [18.43 RCW](#))
- Land surveying (Chapter [18.43 RCW](#))
- Landscape architecture (Chapter [18.96 RCW](#))

Purchases of A & E Services

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price. The defining characteristic of chapter [39.80 RCW](#) is its strict insistence on qualification-based selection (QBS) of A&E professionals. In contrast to public works contracts, purchases (equipment, materials, and supplies), and purchased service contracts, an agency **cannot consider price** in the selection process for professional A&E services: it must select the most qualified firm, and then negotiate a price for the work contemplated. There are two ways to select an A&E firm based upon their qualifications:

1. Procure using a request for proposals (RFP) process. This process requires the city representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the city's MRSC architectural, landscape architectural, and engineering service roster, following the procedures of [39.80 RCW](#).
2. If the Project Manager does not choose to use the appropriate roster, then a formal Request for Qualification (RFQ) process must be followed, following the procedures of [39.80 RCW](#). Contact the Contract Specialist for assistance.

The city will negotiate a contract with the most qualified firm at a price which the city determines is fair and reasonable. In making its determination the city shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the city is unable to negotiate a satisfactory contract with the firm selected at a price the city determines to be fair and reasonable, negotiations shall be terminated and the city shall begin negotiations with the next highest qualified firm. Forward all documentation to the Contract Specialist for archiving. Once a firm has been selected, the Project Manager submits a Request for New Contract Form to begin the contract process.

B. Personal Services

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

- Examples: accountants, attorneys, consultants, graphic artists, strategic planning, studies/analysis, training, certification services

Purchases of Personal Services

1. Send a written solicitation to qualified firms or individuals describing the needed services. The MRSC Consultant Roster can be used if desired. Request prices, schedules, and qualifications.
2. If a formal Request for Proposals is needed, contact the Contract Specialist for assistance.
3. Submit all proposals and any evaluation documents through the Request for New Contract Form to begin the contract process.

C. Purchased Services

Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. For most purchased services, the main determinant of award is price and there are no bid limits or requirements for advertising, bonds and/or retainage, or, depending on the specific facts, prevailing wages. Contractors whose work includes only observing, directing, verifying, and reporting would not have a prevailing wage requirement. There are a number of purchased services, however, that hover over that thin gray line between purchased services and public works contracting. Purchased service contracts require, on the whole, much less paperwork than public works contracts. If a particular contract is very near the gray line, the conservative approach is to consider it a public works contract.

Contact the Contract Specialist if there is any doubt as to if a project is a purchased service or public work.

- Examples: janitorial services, elevator or equipment inspection (but not *repair or maintenance*), grounds keeping, pest control, moving services, fire extinguisher inspection, vehicle towing. (*L&I considers some service contracts, such as HVAC maintenance or road striping, to be public works and subject to public works bidding requirements.*)

Purchases of Purchased Services

1. Determine if you will procure through obtaining quotes, a formal bid, or RFP. The

Contract Specialist must be involved in the formal bid or RFP process.

2. If obtaining quotes, request quotes from 1 or more qualified firms or individuals describing the desired services. Request prices (including prevailing wage if applicable), schedules, and qualifications.
3. Evaluate the proposals and determine the lowest responsible bidder.
4. Submit proposals and all evaluation documents through the Request for New Contract Form to begin the contract process.

D. Publication

[RCW 39.80.030](#) requires that the city shall publish in advance the city's requirement for professional services. The city may comply with this section by (1) publishing an announcement on each occasion when professional services provided by a consultant are provided by the city; or (2) announcing generally to the public its projected requirements for any category of type of professional service to create a Consultant Roster. Advertising for the Consultant Roster must be done at least once a year by MRSC on the city's behalf. The MRSC Consultant Roster will distinguish between professional architectural and engineering services as defined in [RCW 39.80.020](#) and other consulting services. Firms or persons providing consulting services shall be added to the appropriate roster at any time they submit a written request and necessary records. The city reserves the right to publish an announcement on each occasion when professional services or other consulting services are required.



MATERIALS, SUPPLIES, AND EQUIPMENT



XIV. PURCHASING MATERIALS, SUPPLIES, EQUIPMENT

(Unrelated to Public Work/Construction, Services, A&E)

At first glance, one would think there would be no trouble figuring out what purchases fall into the category of “materials, supplies, and equipment” not used in connection with a public work project or improvement. Stationery, rubber bands, fire trucks, and copy machines come to mind. Services should also be pretty easy to identify. But sometimes the situation is ambiguous.

Distinguishing between public works and materials, supplies and equipment not used in a public work is important, as different bidding requirements apply to each.

Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult the Contract Specialist.

A. THRESHOLDS and LOCAL PREFERENCE:

DOLLAR LIMIT	PROCUREMENT PROCESS	APPROVAL*	LOCAL PREFERENCE
\$ -0- to \$2,500	Competition not required Departments encouraged to determine price is fair and reasonable and document in department files.	Department Head	All departments shall make a good faith effort to purchase goods within the City of Anacortes when they are available and suitable to city needs at a price that is competitive. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$2,501 to \$7,500	3 Quotes Requested Must be attached to the electronic invoice	Department Head	Departments are encouraged to attempt to obtain at least one quote from a local business when procuring under the bid threshold. Staff should take into account price, delivery times, and return policies when evaluating quotes. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$7,501 to \$15,000	MRSC Vendor Roster or Formal Sealed Bid Process (Contact Contract Specialist)	Department Head	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.
\$15,001+	Must use Formal Sealed Bid Process (Contact Contract Specialist)	Department Head if under \$45,000; City Council if \$45,000+	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.

***Approval:** The Department Head may only approve purchases that are provided for in the city budget and are under \$45,000.00. Any contracts for goods must be managed by the Contract Specialist and can only be signed by the Mayor.

All dollar limits include freight, handling, set-up cost, and appropriate sales tax. Keep in mind that the cost of purchasing materials, supplies, and equipment not related to a public works project should be pre-estimated for a calendar year's time. If the total yearly cost is over the bid limit for vendor purchases the city must bid the items, even though a single purchase may cost less than the bid limits.

It is the Department Head's/Division Manager's responsibility to appoint who shall make purchases for their department on the city's behalf under the respective quote limits.

Effective June 30, 2024: Any purchase of supplies, material, or equipment not related to a public work with an estimated cost of more than \$40,000 shall be by contract. If the estimated purchase is between \$40,000 to \$50,000, purchases may be made using the vendor list process in RCW 39.04.190.

B. Informal Competitive Quotes - Materials, Supplies or Equipment between \$2,501-\$7,500

1. A city representative shall make an effort to contact at least three vendors. Departments are encouraged to attempt to obtain at least one quote from a business within the City of Anacortes. The number of vendors contacted may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are requested or if there are fewer than three replies, an explanation shall be attached to the electronic invoice.
2. Whenever possible, quotes will be solicited on a lump sum or fixed unit price basis.
3. At the time quotes are solicited, the city representative shall not inform a vendor of any other vendor's quote.
4. A written record shall be made by the city representative of each vendor's quote on the materials, supplies, or equipment, and of any conditions imposed on the quote by such vendor.
5. It is allowable to use criteria other than cost (e.g., qualifications, available staff, delivery timelines, return policies, etc.) in making an award.
6. Award shall be made to the vendor submitting the lowest and best responsible quote.
7. Whenever there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected and the city may obtain new quotes.
8. Attach all quotes to the electronic invoice.

Notes:

- If your quote is of a complex nature, let the Contract Specialist obtain the quotes for you to ensure everything is apples-to-apples.
- In the request for quotes, be sure technical information defines acceptable

quality and ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, it must be re-quoted using the alternate specifications.

- The city will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- Staff may arrange on-site demonstrations or delivery of preview/trial merchandise but must keep in mind that just because you have demoed someone's product does not mean you will be able to buy it. Competition may still be required and it must be made clear to the vendor beforehand that no preferential treatment will be given.
- Obtain freight pricing (FOB Destination, Freight Prepaid).

Effective June 30, 2024: The informal quote threshold is raised to \$10,000-\$40,000.

C. Vendor Roster – Materials, Supplies, or Equipment \$0 -\$15,000

When purchasing materials, supplies, or equipment not connected to a public works project in the amount of \$15,000 or less, the city may award purchasing contracts by a vendor list process¹⁷. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a state wide electronic vendor roster developed and maintained by MRSC.

Effective June 30, 2024: The Vendor Roster threshold is raised to \$50,000.

Publication:

At least twice a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the district a notice of the existence of a roster(s) of vendors for materials, supplies, and equipment, and shall solicit names of vendors for the roster.

To use the Vendor Roster:

- Draft a written description of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase.
- Save the PDF of the MRSC Vendor Roster category as well as the PDF of the narrowed down list of vendors selected for solicitation.
- Make a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or electronic solicitation quotations from the vendors for the required materials, supplies, or equipment. The information given to each vendor must be identical.
- Don't share quotations from one vendor with other vendors solicited for the bid on the materials, supplies, or equipment.

¹⁷ [RCW 39.04.190](#)

- Save a written record of each vendor's quote on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor and attach them to the electronic invoice.
- Attach the PDFs saved from MRSC Vendor Roster to the electronic invoice.
- Send the following information to the Contract Specialist: the name of the vendor awarded the contract, the amount of the contract, a brief description of the type of items purchased under the contract, and the date it was awarded.

At least every two months, the city must post a list of contracts awarded using the Vendor Roster process. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the type of items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

D. Formal Bid Process – Materials, Supplies, or Equipment \$7,501+

Unless the Vendor Roster process is used, purchases of supplies, goods, materials, and/or equipment over \$7,500 that are not part of a public works and improvements contract must call for bids using the formal bid process, with price being the primary factor in the contract award decision. Purchases of custom or specialty goods, and/or products that are subject to proprietary design or similar rights, are sometimes conducted using the Request for Proposal (RFP) process, with price performance criteria as well as price being factors in the contract award decision. Contact the Contract Specialist to discuss whether the formal bid or RFP process best fits your situation.

Effective June 30, 2024: The formal bid threshold is raised to \$40,001+.

- Unless otherwise specifically approved by the City Council, all contracts relating to the purchase of materials, equipment, or supplies shall be in accordance with the city budget.
- The Project Manager notifies the Finance Department regarding any budget transfers to cover funding.
- The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), BARS #, as well as a list of potential vendors (if applicable), to the Contract Specialist.
- The Contract Specialist compiles the bid package and administers the bid process.
- An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.
- Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation. The public notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening will

not be accepted or considered.

- Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids.
- Withdrawal of Bids - Cancellation of Awards. Bids may be modified or the bid may be withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.
- Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.
- The Project Manager verifies the bids meet the requirements of the Invitation to Bid and submits a Request for New Contract Form to begin the contract process.
- The Contract Specialist determines contract award approval requirements, and if required, schedules and prepares the City Council documents.

E. Lowest Responsible Vendor

The following factors, in addition to price, may be taken into account by the city in determining the lowest responsible vendor. If any or all of these criteria will be applied during the evaluation process then they must be included in the Invitation to Bid:

1. The ability, capacity, and skill of the vendor to perform the contract;
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
3. Whether the vendor can perform the contract within the time specified;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the vendor with laws relating to the contract;
6. Such other information as may be secured having a bearing on the decision to award the contract.

If recommendation for award is being made to anyone other than the low bidder, send a memo stating specific reasons why the low bid is not acceptable to the Contract Specialist for evaluation.

F. Life Cycle Costing

In considering the purchase of materials, equipment, supplies, whenever there is a

reason to believe that applying the "life cycle costing" method of quote evaluation would result in the lowest total cost to the city, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

G. Telecommunications and Data Processing (Computer) Equipment or Software

Recognizing the unique aspects of computer and telecommunication systems, the legislature established an alternative process for making such purchases. [RCW 39.04.270](#), which is available to all municipalities, allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

1. A request for proposals (RFP) must be published in a newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
2. The RFP must identify significant evaluation factors, including price, and their relative importance.
3. The city must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
4. The award must be made to the qualified bidder whose proposal is "most advantageous" to the city.
5. The city may reject all proposals for good cause and request new proposals.

Equipment Purchase vs. Installation. [RCW 39.04.270](#) authorizes the competitive negotiation process for the "acquisition" of electronic data processing or telecommunications "equipment, software, or services." This likely includes installation services too since installation may require specialized knowledge of the systems. This means that installation would not have to be bid separately from the equipment purchase. However, any installations meeting the definition of a "public work" in [RCW 39.04.010](#) would still be subject to any other public works contracting requirements such as prevailing wages, bonds, retainage, and bidder responsibility criteria.

XV. EXCEPTIONS TO THE COMPETITIVE PROCESS

The Washington State statutes¹⁸ contain exceptions to the previously discussed bidding requirements. Exceptions, when exercised, should make good business sense and be in the best interest of the city.

It is important to note that ONLY the requirement for competitive bidding or advertising is waived. It does not waive any contractual requirements, approvals, or insurance requirements.

A resolution waiving competitive bidding due to any exception is required and must be presented to City Council for review and approval. The resolution will be prepared by the Contract Specialist and should include estimated project/purchase costs.

NOTE: If you think your project or purchase falls under one of the exceptions to the bid law, think again. The bid laws are there for a reason – to try to ensure that cities get the best buy for their money. Many of the projects or purchases that a city might consider to fall within exceptions are in the “gray” area of the law. If there is any doubt, the Finance Director or Contract Specialist should check with the city’s auditor.

Exemptions to the competitive bidding requirements:

- Purchases that are clearly and legitimately limited to a single source of supply
 - Licensed or patented good or service
 - Items that are uniquely compatible with existing equipment, inventory, systems, programs or services
 - Meets city standards (i.e. water meters)
 - Factory-authorized warranty services
- Purchases involving special facilities or market conditions
 - Item is of special design, shape or manufacture that matches or fits with existing equipment, inventory, systems; used items; auctions
- Purchases in an emergency
- Inter-Governmental Cooperative Purchases
- Purchases of insurance or bonds
- Pollution control facilities and some neighborhood “self-help” projects may be exempt from bidding requirements
- Cities may hire the state or county to do road projects without going out for bids

A. Brand Name and Sole Source Purchases

Brand Name Bidding

Cities may advertise for bids by specifying a particular brand name item as long as the responsible officials have exercised their judgment and determined that a certain brand

¹⁸ [RCW 39.04.280](#), [RCW 39.34.030](#),
[RCW 39.30.045](#), [RCW 35.21.278](#)

name is of higher quality or is better suited to the municipality's needs. In *Smith v. City of Seattle*, the city advertised for bids for incandescent lamps, specifying a particular brand. In a suit brought by a maker of a similar lamp, the court stated that as long as the officials involved exercised their discretion in determining that a particular brand of lamps was more desirable, the city's procedure was proper in the absence of abuse of discretion or fraud. In this case, the fact that the city had used the specified lamps previously and they had performed satisfactorily provided a rational basis for city authorities to limit the bid advertisement to that specified brand of lamps, and the court found no abuse of discretion. There is no requirement that bid specifications naming a particular brand also include a phrase such as "or an equal brand." Contact the Contract Specialist for assistance in determining and documenting the brand name need, and preparation of bidding documents.

Sole Source Purchases

A sole source is a unique exception to the city's purchasing policies. A sole source situation is when it is only feasible to obtain a good or service from one supplier or service provider. Sole source conditions include such things as: (a) products, systems, information, or services that are subject to patent or other proprietary use rights; (b) supplies or services that only one vendor is capable of providing or authorized to provide; (c) items that are available from a single source and such items are required in order to function with existing equipment, systems, programs, or services; (d) situations where the sole source is the only practical way to meet the city's requirements or delivery deadlines; and/or (e) security requirements or information mandates that limit procurement from only a single vendor.

- Unless a specific sole source condition exists, the department/division and project manager shall follow standard competitive solicitation process.
- If there is any doubt, the department/division should pursue a competitive solicitation.
- Specifications must be expansive as possible to ensure the greatest pool of bidders to compete. There must be a clear and appropriate reason for specifications that narrow the field to a sole source.
- A late start to the project does not justify a sole source.
- Prior contracts with a vendor for work on a project is not necessarily an appropriate reason for a sole source waiver.
- The department/division making such a waiver request must document sufficient information that objectively establishes there is only a single source or that a patented or proprietary use right restriction exists. Project Managers who have used expansive specifications and find significant data that indicate a sole source may complete a [Sole Source Justification Form](#) and submit to the Contract Specialist.

B. Special Market Conditions

Special Market Conditions – What Are They?

[RCW 39.04.280\(1\)\(b\)](#) provides a “special market conditions” waiver from the bidding requirements for purchases of materials, supplies, or equipment. To use this exemption, the City Council must pass a resolution stating “the factual basis for the exception”.

What are special market conditions? No definition is given in the statutes. Some have suggested that if supplies or used equipment are offered at a very favorable price and will be sold before a city will have a chance to complete the bidding process, there is a special market condition. However, since there have been no court cases or attorney general’s opinion on this subject, if an employee wishes to invoke “special market conditions” to waive the bidding requirements the Contract Specialist and City Attorney should be consulted.

Auctions

Sometimes the city will find exactly what it needs, at a favorable price, at an auction. Obviously, seeking bids would be impossible in an auction setting. [RCW 39.30.045](#) authorizes a city to acquire supplies, materials, and equipment through an auction conducted by the United States or any agency thereof, an agency of the state of Washington, a municipality or other government agency, or any private party, without bids, if the items to be purchased can be obtained at a competitive price. This authority, it would seem, would allow a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions. The Department Director must pre-approve an upper bidding limit, (which must be within the approved city budget), for the person doing the bidding.

C. Emergency Public Works and Purchases

For purposes of this section “emergency” means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Emergency work is only for the repair and/or restoration of facility/utilities/infrastructure to pre-damage conditions or current standards. Any betterment is not an emergency and will be planned, designed, and administered through the standard competitive processes.

When an emergency arises and City staff determine that they must make emergency purchases and/or cannot perform the required work, staff must contact the Public Works Director.

If the Public Works Director determines an emergency situation exists and a contractor(s) needs to be called in or purchases made, the Director will notify the Mayor, who is authorized by Anacortes Municipal Code 1.30.090 to declare an emergency and enter into emergency contracts.

Upon declaration of the Mayor that an emergency situation exists, and upon the Mayor's authorization, required purchases can be made and contractor(s) can be called upon to make the necessary repairs.

Emergency Purchasing Procedures (not connected with a public works project)

1. When circumstances require immediate purchase of materials, supplies, or equipment to respond to an emergency City staff shall conduct competitive solicitation to the extent practicable given the emergency and in keeping with the dollar value of the acquisition. Any emergency purchase shall be documented by the Department with a written explanation of the emergency.
2. If the emergency purchases are over the City's bid limits staff will notify the Contract Specialist of the purchases on the first working day following the emergency situation.
3. If the emergency purchases are over the City's bid limits Contract Specialist will prepare a resolution to affirm the declaration of an emergency and waive competitive bidding requirements. The resolution will be presented to the City Council within two weeks following the emergency purchases.

Emergency Public Works Procedures

1. Prior to emergency public work commencing the Project Manager must verify through <https://secure.lni.wa.gov/verify/> that the proposed contractor(s) meet the following mandatory requirements:
 - a) At the time of quote submittal be a registered contractor in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters.
 - b) Have a current Washington State Unified Business Identifier (UBI) number.
 - c) Have a Washington State Employment Security Department (ESD) account as required in Title 50 RCW.
 - d) If applicable, have industrial insurance/workers' comp coverage required in Title 51 RCW.
 - e) Have a state excise tax registration number as required in Title 82 RCW.
 - f) Have received training on requirements related to public works and prevailing wage by Labor and Industries or approved training provider under RCW 39.04.350, and chapter 39.12 or are exempted by Labor and Industries.
 - g) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065.
 - h) Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database (sam.gov).
 - i) If quoting on a public works project subject to the apprenticeship

utilization requirements in RCW 39.04.320 to not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation. Not have any apprenticeship violations, if applicable

j) Meet any supplemental criteria requirements, if applicable.

The Project Manager will save a copy of the verification check.

2. Before any work commences the contractor(s) must review and sign an Emergency Public Work Agreement form, outlining prevailing wage and bond requirements and payment type/schedule. The Project Manager will provide the contractor signed Emergency Public Work Agreement form to the Contract Specialist as soon as possible.
3. The first working day following the emergency situation, the Project Manager will notify the Contract Specialist of:
 - a) The need for the emergency work.
 - b) The name(s) of contractor(s) called in to perform the work and provide copies of the L&I & SAM verification checks.
 - c) The type of work being performed by the contractor(s) and any required construction specifications or standards that apply to the work.
 - d) The estimated cost of the work and payment type.
4. The Contract Specialist will issue the emergency contracts and the contractor(s) will be required to execute the contract and provide all required bonds and insurance documents within five (5) working days of the work commencing.
5. The Contract Specialist will prepare a resolution to affirm the declaration of an emergency and waive competitive bidding requirements. The resolution will be presented to the City Council within two weeks following award of the emergency contract(s).

D. Inter-Governmental Cooperative Purchases

[RCW 39.34.030](#) allows the city to join with other governmental agencies for the purchase of supplies, equipment, or services. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "interlocal agreement") which must be approved by City Council. Contact the Contract Specialist for assistance through this process.

Prior to making a purchase under such an agreement, the city must ensure that the host agency complied with its own statutory contracting requirements and posted the solicitation online, and that the vendor agreed to the arrangement through the initial solicitation documents.

The originating agency's procurement, advertisement, and contract documents should be saved with the city's contract documents.

The city may also make a bid call with another government entity as a joint purchase that complies with the procurement requirements of both jurisdictions. When practical, the city should include language in its solicitations that allows other public agencies to purchase from Anacortes' contracts, provided that other agencies provide similar rights and reciprocal privileges to the City of Anacortes.

E. Pollution Control Facilities

Chapter [70A.210.110](#) relating to pollution control facilities and enacted in 1973, may offer an important exception to bidding requirements. The term "facility" is defined to mean "any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof . . . which is used or to be used . . . in furtherance of the purpose of abating, controlling, or preventing pollution." "Pollution" is defined broadly to include water pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution. To exercise this exemption, the Project Manager must receive a written certification from the Department of Ecology, or applicable regulating agency, that the project is designed to abate, control, and/or prevent pollution. The Contract Specialist must be involved in this process.

F. Neighborhood "Self-Help" Projects

Without regard to competitive bidding laws for public works, the city may contract with a chamber of commerce, a service organization, a community, youth, or athletic association, or other similar association located and providing service in the immediate neighborhood, for drawing design plans, making improvements to a park, public square, other public spaces, or port habitat site, installing equipment or artworks, or providing maintenance services for such a project, or for a facility or facilities as a community or neighborhood project, or for an environmental justice stewardship or sustainability project, and may reimburse the contracting association its expense. The contracting association may use volunteers to whom no wage or salary compensation is paid in the project and provide the volunteers with clothing or tools; meals or refreshments; accident/injury insurance coverage; and reimbursement of their expenses. The consideration received by the city (the improvements, artwork, etc.) must be at least equal to two times the city's payment to the association. All payments made by the city under the authority of this section for all such contracts in any one year shall not exceed seventy-five thousand dollars or two dollars per resident within the boundaries of the city, whichever is greater.

G. State or County Construction or Repair of Streets¹⁹

By passing a resolution, the City Council may authorize Skagit County to construct, repair, or maintain a city street. The city pays the "actual cost" of the work, with the payment being deposited in the county road fund. The state Department of Transportation may also provide engineering assistance road projects or do the actual

¹⁹ [RCW 39.04.280](#)

construction. The state is reimbursed from the city's share of the motor vehicle excise tax in the motor vehicle fund. Such agreements with the county or the state do not require competitive bids.

XVI. ADDITIONAL/SPECIAL CONSIDERATIONS

When hiring anybody to do anything for the city, there are three main requirements that need to be met.

A. Certificates of Insurance

The contractor or consultant must furnish the city with a Certificate of Insurance, naming the City of Anacortes as primary and noncontributory **additional insureds with an additional attached endorsement**. Insurance requirements are determined by the City Attorney.

B. Washington State Contractor's License

It is unlawful for the city to hire *anyone* to perform public work on our property that does not have a valid State of Washington Contractor's License. If someone is not properly licensed, DO NOT HIRE THEM. You may look up a contractor to determine if they have a valid Contractor's License at:

- [Department of Labor and Industries](#)
- [Department of Revenue](#)

C. City of Anacortes Business License

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.

XVII. DISPOSAL OF SURPLUS PROPERTY

The city has a separate policy for the disposal of surplus property. Refer to the [Fixed Asset Policies and Procedures](#) for more information.

XVIII. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Legal and Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Project Manager, and declared surplus ahead of time.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmunds.com, Kelley Blue Book, or NADA. www.govdeals.com are good places to find auction results for comparables. Trade-Ins may also be requested ahead of time in the Bid Specifications as a "Guaranteed Buy Back". Work with Legal if you would like to consider this option.

XIX. SALES TAX AND USE TAX

A. Sales Tax

The City of Anacortes is not sales tax exempt. State law defines which activities are subject to the retail sales tax. Generally, all sales of tangible personal property to consumers for their own use are considered retail sales, as well as a variety of services. To look up tax rates, visit the Washington State Department of Revenue (DOR) website.

Sales tax is "destination based" for shipped or delivered merchandise and is collected based on the location where the buyer receives or takes possession of the merchandise.

- Destination based tax does not apply to the sales of motor vehicles, trailers, semi-trailers, aircraft, watercraft, modular homes, manufactured and mobile homes, towing services, and florists. Sales tax is based on the seller's location even if the seller delivers the items to customers.
- Sales tax on services are coded to the location where they are performed.
- Over-the-counter (in person) sales are based on the location of the sale.

B. Use Tax

Use tax is a tax on goods and certain services that are paid to the state when sales tax is owed but was not collected by the seller. For example, if the seller should have collected sales tax on the sale, or sales tax is owed because the seller is out of state and does not collect Washington sales tax, the city still owes the tax and pays it to the state in the form of use tax. Use tax is destination based.

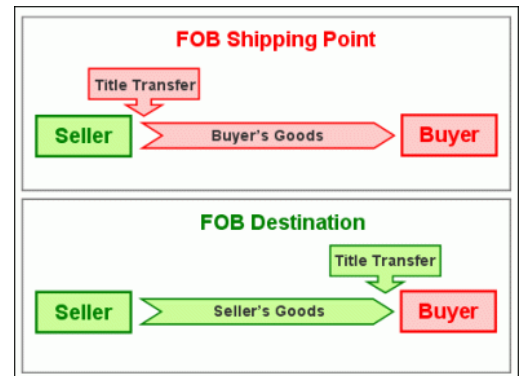
Use tax is due if:

- Goods are purchased in another state that does not have a sales tax or a state with a sales tax lower than Washington's. For example, items purchased from a business in Oregon to be used in Washington are subject to use tax.
- Goods are purchased from someone who is not authorized to collect sales tax. For example, purchases of furniture from an individual through a newspaper classified ad or a purchase of artwork from an individual collector.
- Goods are purchased out of state by subscription, through the Internet, or from a mail order catalog company. Some of these companies collect Washington's sales tax, but if the company from which you order does not, the city still must pay use tax.
- Personal property is acquired with the purchase of real property.

XX. FREIGHT

A. Shipping Terms

Whenever you are purchasing an item that will incur freight charges, always request that it be shipped Freight-On-Board (FOB) Destination, Freight Prepaid. What this means is that the vendor you ordered the merchandise from owns it until it reaches your door and there won't be a separate invoice for freight. If anything should happen to the merchandise during shipping, the vendor (not the city) is responsible for filing the claims with the carrier. FOB determines at what point the ownership transfers. If an item is FOB origin or shipping point, the city owns the merchandise from the point of shipping while it is in transit.



Freight Prepaid or Freight Collect refers to who is responsible for paying shipping charges - the city or the seller.

B. Receiving Freight

It is the responsibility of the individual who signs for the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who accepts and signs for receipt of goods, acknowledges that the item was received and accepted as delivered.

Get what you sign for

1. Confirm the package or carton is being delivered to the proper location.
2. Verify the number of cartons, crates or pieces is correct according to quantities on the packing slip.
3. Open packages and verify order is correct.

Damaged Cartons

Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. State the specific type of damage on the delivery receipt and obtain the driver's signature (not just initials) on your copy of the receipt.

Concealed Damage

If the shipment of goods received showed no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

1. Call the carrier immediately upon discovery of the damage and request an inspection. Notate the date and the person contacted.
2. Notify the vendor to file a claim.
3. All shipping cartons should be retained for inspection on any damage.
4. When making a request for an inspection, advise the carrier whenever possible what the value of the damaged goods is. If the value is less than \$50.00, most carriers will frequently waive inspection. Indicate person contacted on the claim form.

5. When an inspection is made, specific damages should be notated by both parties and signed by both on the inspection report. Send the report to the vendor and keep a copy for the city records.

XXI. PAYMENTS

Inform all vendors to send invoice(s) to:

City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221
360-299-1962
or by email to accountspayable@cityofanacortes.org

All questions regarding payments should be directed to the city Accounts Payable.

Invoices related to contracts are processed by the Contract Specialist.

The City of Anacortes offers EFT/ACH deposit for remittances. If a vendor would like to apply they need to complete the [EFT/ACH form](#) and return it to the City of Anacortes.

Accounts payable checks are paid on the next business day after approval at a regular City of Anacortes City Council meeting.

A P-Card is an alternate way to pay for something. See the City's [policy](#) for details and requirements.

XXII. APPENDICES

A. Definitions

Bid

The executed document submitted by a bidder in response to an invitation to bid (ITB), a request for proposals, or a request for quotations.

Bid Bond

A bond or deposit submitted with a bid, for a sum not less than 5% of the bid amount (including sales tax). Designed to help ensure that a bid has been made in good faith and that the bidder will enter into a contract if a bid is accepted.

Bidder

A person or legal entity who submits a bid in response to a solicitation.

Change Order

Work that is added or removed from the original scope of work, as agreed upon in the contract signed by city and contractor before work began. As the work proceeds, either the city or the contractor decides a change is needed to be made to accommodate unforeseen factors. Change orders can be agreed to by the Project Manager but does not obligate any party until a contract modification is fully executed.

Contract

A verbal or written, legally binding mutual promise between two or more parties.

Contract Modification

Written modification to a contract (sometimes called an amendment). A modification may include one or more change orders and must be fully executed by both parties before it obligates the contractor to render services, or the city to pay for services rendered, in excess to the original contract.

Final Acceptance

Final acceptance occurs when the city formally accepts the work as complete, and it starts the clock for releasing retainage held on the contract. The Notice of Final Acceptance cannot be issued until all requirements of the contract have been met including, but not limited to:

- Intents to Pay Prevailing Wages and Affidavits of Prevailing Wages Paid for the contractor and any subcontractors have been approved by the Department of Labor and Industries
- Final invoice for the project received by the city
- The Project Manager has determined the contractor has completed the required deliveries or performed the required services
- All as-builts have been received by the city

Fully Executed

A document is fully executed when all parties have agreed to the terms and conditions by signing and dating the document and initialing any changes.

Notice of Completion (NOC)

After final acceptance of any public works project over \$35,000, a public agency must file a NOC with the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD)²⁰. Each state agency must approve the NOC separately, at which point each agency will send a certificate of release certifying that all applicable taxes, premiums, and penalties have been paid. If DOR, L&I, or ESD report that there are unpaid taxes or fees, the agency must pay the missing amount to the state within 10 days and subtract it from the retainage²¹.

Ordinary Maintenance

Ordinary maintenance is defined as maintenance work performed by the regular employees of the state or any county, municipality, or political subdivision created by its laws.

Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. The RFP procedure permits negotiation of proposals and prices, as distinguished from competitive bidding and a notice inviting bids. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award.

Request for Quotation/Qualification (RFQ)

A document generally used for obtaining a summary of qualifications from prospective providers of professional services.

Payment Bonds

The purpose of a payment bond is to guarantee that the Contractor shall “pay all laborers, mechanics and sub-contractors.”

Performance Bonds

The purpose of a performance bond is to guarantee that the Contractor shall “faithfully perform all provisions of the contract.”

Public Work

“Public work” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

Sealed Bid

A bid which has been submitted in a sealed envelope to prevent its contents from being revealed before the deadline for the submission of all bids.

Specifications

A description of what the purchaser seeks to buy or accomplish - and consequently what a bidder must be responsive to in order to be considered for award of a contract. May be a description of the physical or functional characteristics, or the nature of a supply or service. May also include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

²⁰ [RCW 60.28.051](#)

²¹ [RCW 60.28.060](#)

B. [Matrix of Contract Requirements – through 6/30/2024](#)

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intent & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$116,155	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$116,156+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$49,999	3+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Yes	Yes	If \$35K+
	\$50,000-\$249,999	All on Roster list or 5+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
	\$250,000-\$350,000	5+, must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$2,500	1+	No	No	No	No	No	No	No	No	No
	\$2,501-\$7,500	3+	No	No	No	No	No	No	No	No	No
	\$7,501+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$15,000	3+	No	No	No	No	No	No	No	No	No
	Over \$15,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

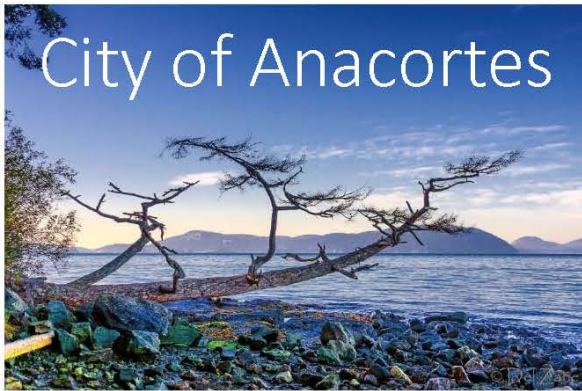
Matrix of Contract Requirements – effective 7/1/2024

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intents & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver for 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$150,000	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver for 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$150,001+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver for 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$150,000	enter into direct contracting under certain conditions as specified in RCW 39.10.908 <u>or</u> must solicit quotes from all on the appropriate roster	No	No	No	If \$45K+	Under \$5,000 – No retainage required; or 5%, or 10% with Bonds Waiver	•Yes, or •Under \$5k – not required, or •Waiver of bonds for 10% Retainage	Yes; Under \$5,000 – Combo Forms allowed	Yes	If \$35K+
	\$150,000-\$350,000	must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$10,000	1+	No	No	No	No	No	No	No	No	No
	\$10,001-\$40,000	3+	No	No	No	No	No	No	No	No	No
	\$40,001+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$50,000	3+	No	No	No	No	No	No	No	No	No
	Over \$50,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

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PURCHASING POLICY

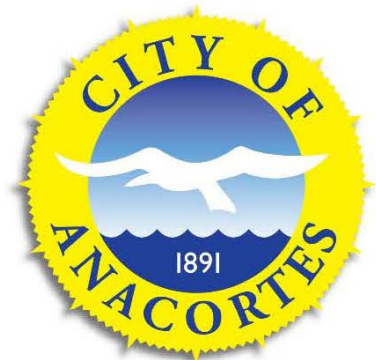


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I. GENERAL

A. Purpose

~~This document~~The City of Anacortes Purchasing Policy ("Policy") is intended to direct the purchase of goods and services at a reasonable cost while following all applicable laws. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The purchasing function's integrity, efficiency, and effectiveness are critical elements of sound government.

B. Objectives

The objectives of the city's purchasing program are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of city resources;
- To ensure equal opportunity and competition among suppliers and contractors;
- To promote effective relationships and clear communication between the city and its suppliers and contractors;
- To comply with the comprehensive State procurement statutes which govern expenditures of public funds;
- To promote use of recycled materials and products, and dispose of surplus and scrap materials with regards to cost savings and the environment.

C. Scope

These guidelines apply to purchases of:

- Public works projects
- Professional services (including architectural and engineering design)
- Non-professional services
- Supplies, materials, and equipment

The guidelines do not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the city's policy.

D. Controlling Laws

All purchases shall comply with appropriate and relevant federal, state, and city laws and policies. If the appropriate and relevant federal or state laws, regulations, grants, or requirements conflict or are more restrictive than these guidelines, such laws, regulations, grants, or requirements should be followed.

In the event any bid threshold limits in the Revised Code of Washington (RCW) are different from the values listed within this Policy, the RCW limits shall control.

The City Attorney shall be consulted when questions regarding potential conflicts arise.

Applicable laws and regulations will be cited throughout this document.

E. Annual Review and Policy Approval Authority

This Policy may be reviewed annually by the City Attorney and Contract Specialist. When material changes to the Policy that change purchasing rules, contract rules, or procedures within the Policy are required, the revised Policy must be presented to the Anacortes City Council for review and approval. Minor changes that do not materially change purchasing rules, contract rules, or procedures within the Policy, such as formatting edits and website link updates, are under the authority of the City Attorney and Contract Specialist to implement without City Council review.

II. ETHICS OF PROCUREMENT

A. Gifts and Conflicts of Interest

The city is committed to providing a very fair, transparent and equitable process to our purchases. We ask all staff participating in a solicitation and/or award process to be thoughtful of any perceived or actual conflicts of interest. Many of the situations defined as prohibited conduct in the city's [Personnel Policies](#) could arise in the procurement context.

1. Reasonable Person Standard. The city seeks to avoid situations that involve conflicts of interests or the appearance of such conflicts based on inappropriate opportunities to influence the solicitation and/or award process. The city uses the measures of how a reasonable person would perceive the situation. A reasonable person standard might consider how the situation would appear if covered by a news story, or viewed from the perspective of a public interest group. Common questions to ask are: Could you comfortably explain your actions? Would taxpayers believe you were acting in their best interest?
2. Limitations on gifts. City staff should refuse gifts, meals and invitations to events such as concerts or sporting events, that could be reasonably perceived as: improperly influencing performance of your official duties; a reward for awarding a contract; or offered or given to influence, find favor, or with a reasonable expectation of creating an obligation to the giver.

Vendors are prohibited from offering gifts during the solicitation and ensuing contract award process.

Contact the Legal Department for assistance if you encounter unusual situations.

B. Former Employees as Vendors/Consultants/Contractors

Contact Legal before initiating a contract with former city employees to determine if doing so would create an actual conflict of interest or the appearance of a conflict of interest.

III. ACCOUNTABILITY AND COMMUNICATIONS

City staff involved in specification development must carefully consider conflicts of interest and other public accountability rules. Consider each of the following:

A. Public Disclosure

The city's procurement process, and the submittals, materials, information, decisions and many of the notes related to that process are all public records subject to public disclosure unless an exemption applies under the Washington Public Records Act (PRA), Chapter [42.56 RCW](#).

- Submittals are subject to disclosure. Certain state law exemptions may apply and disclosure may be reasonably delayed to avoid unreasonable interference with the evaluation and award decision.
- Your notes are subject to disclosure as they pertain to the city's official business, processes and decisions. Do not make remarks or comments that you would not be comfortable sharing with a public audience.
- Keep those notes that help to document the process and decisions, and clearly organize them so they can be understood in the future.
- Important notes and materials that are significant to documenting the decision and process should be given to the Contract Specialist at the end of the process and saved in the event of a public records request.
- The city is not required to create summaries or new public records in response to a PRA request. The city is not required to do research or analysis for vendors under PRA. However, summaries or analyses are subject to disclosure if the city has already created such records.
- Further information regarding public disclosure may be obtained from the Public Records Coordinator.

B. Maintain Confidentiality

Documents, decisions, information and opinions are generally to be kept confidential, except as required to be disclosed under the Public Records Act. Do not share information other than with city staff who are directly involved in the evaluation and selection process. Project Managers, the Contract Specialist, and in some cases selection advisory committee members, may contact respondents to city solicitations seeking additional information and clarification regarding vendor submittals, as well as to negotiate a contract. However, conversations or contact with respondents regarding details of the evaluation process should otherwise be limited, and care must be taken to maintain the objectivity of the evaluation process. If respondents submit questions, particularly with regard to evaluation, or to request documents, refer them to the Contract Specialist.

C. Fair, Prudent and Thorough Evaluation

The process must be fair to all respondents; be thoughtful and deliberative in order to preserve the integrity of the public bid process.

1. The Project Manager, and city staff invited to assist in specification development, solicitation efforts, and/or award processes, must be considerate of conflicts of interest and other public accountability rules.
2. In the event a member of a RFP selection advisory committee has a conflict of interest, ~~he or she~~they must immediately withdraw from the process. If you have a conflict or perceived conflict of interest, you must consult with the Legal Department.

Use caution:

- a) when discussing any aspect or any opinion you might have of the solicitation process, vendors, bids or results until the award is complete.
- b) to avoid actions that give, or may be perceived to give, preferential treatment to any vendor.

IV. GRANTS & FEDERAL FUNDING

Are you trying to procure something that involves any type of grant or federal funding? Then STOP!



Purchases or work that have received a grant or federal funding may not be covered by this manual. These types of purchases often have their own procurement requirements.

ALL GRANTS ARE DIFFERENT, so one size does not fit all. Some grants simply require you to use your own procurement rules, while others require you to insert their contracting clauses into your contract. Contact Legal for advice on how to proceed. We will review your specific grant and guide you on what the next steps are.

The City of Anacortes' internal controls for Federal Awards are detailed in the [Federal Award Standards](#) document.

V. CONTROLLED COMMODITIES

The following items require approval from designated people. They are:

- Cell phones, telephone equipment - **IT Manager**.
- Computers and related equipment, printers, scanners and copiers, software or systems - **IT Manager**.
- Anything purchased using Equipment Rental and Revolving (ER&R) funds – **Fleet Services Manager**.

VI. DETERMINING CONTRACT VALUE

Contract value refers to the total aggregate value of the contract including all base periods, plus potential renewal periods.

- Example #1: A three year contract for \$40,000 per year is considered a \$120,000 contract.
- Example #2: A contract originally ~~routed-executed~~ as a one year \$25,000 contract. If a renewal is negotiated for an additional year for another \$25,000, the aggregate value of the contract becomes \$50,000, which will require City Council authorization.
- *Exception:* Hardware/software maintenance agreements are treated as stand-alone agreements and do not need to be aggregated to the original hardware/ software purchase agreement.

VII. BID SPLITTING

The breaking of any project into units, or accomplishing any projects by phases, is prohibited if it is done for the purpose of avoiding compliance with bidding statutes¹.

The Washington Supreme Court has held that a city cannot break a public work into phases for the purpose of estimating the cost of a public works project, even though those phases are performed at different intervals of time. Instead, a city, while completing the actual project in phases, must total the cost of all phases of the public work or purchase. If the aggregate cost exceeds the applicable bid limit, the city must bid each phase of the project even though a single phase may cost less than the bid limit.

The cost of purchasing materials, supplies, and equipment not related to a public works project should be pre-estimated for a calendar year's time. If the total yearly cost is over the bid limit for vendor purchases the city must bid the items, even though a single purchase may cost less than the bid limits.

To avoid bid splitting:

- A. Combine all phases of a public work project or vendor purchase when estimating cost.
- B. Combine the total of foreseen identical items purchased at the same time or within a calendar year's time, in which the cost exceeds competition limits (i.e. office supplies, water pipe, asphalt, paint, copy paper, janitorial paper products, etc.)
- C. Items that are designed or intended to be used together (i.e., water meters and covers), and the cost exceeds competition limits should be bid together.

¹ [RCW 35.23.352\(1\)](#)

VIII. SIGNATURE AUTHORITY AND APPROVAL

Per [RCW 35A.11.010](#), the City's authority to contract, and be contracted with, is vested in the City Council. City Council has delegated authority to the Mayor to execute contracts and modifications that meet the criteria of Anacortes Municipal Code (AMC) [Chapter 1.30](#). **Only the Mayor has the designated signature authority to sign contracts and binding agreements for the City.** [AMC Chapter 1.30 allows the Mayor to delegate signature authority for contracts meeting AMC 1.30.40 to Department Directors for contracts applicable to their department.](#)

City Council approval is required for goods or services contracts that:

- A. Are contracts with a total aggregate value of \$45,000 or more
or
- B. Are cost modifications that, either singly or combined with all previous modifications, pushes the total contract amount from under to over the \$45,000 signature threshold
or
- C. Are cost modifications for contracts with an original value between \$45,000-\$99,999 that results in a new total contract amount \$10,000 or more over the original contract amount.
Or
- D. Are cost modifications for contracts with an original value \$100,000 or more that results in a new total contract amount 110% over the original contract amount

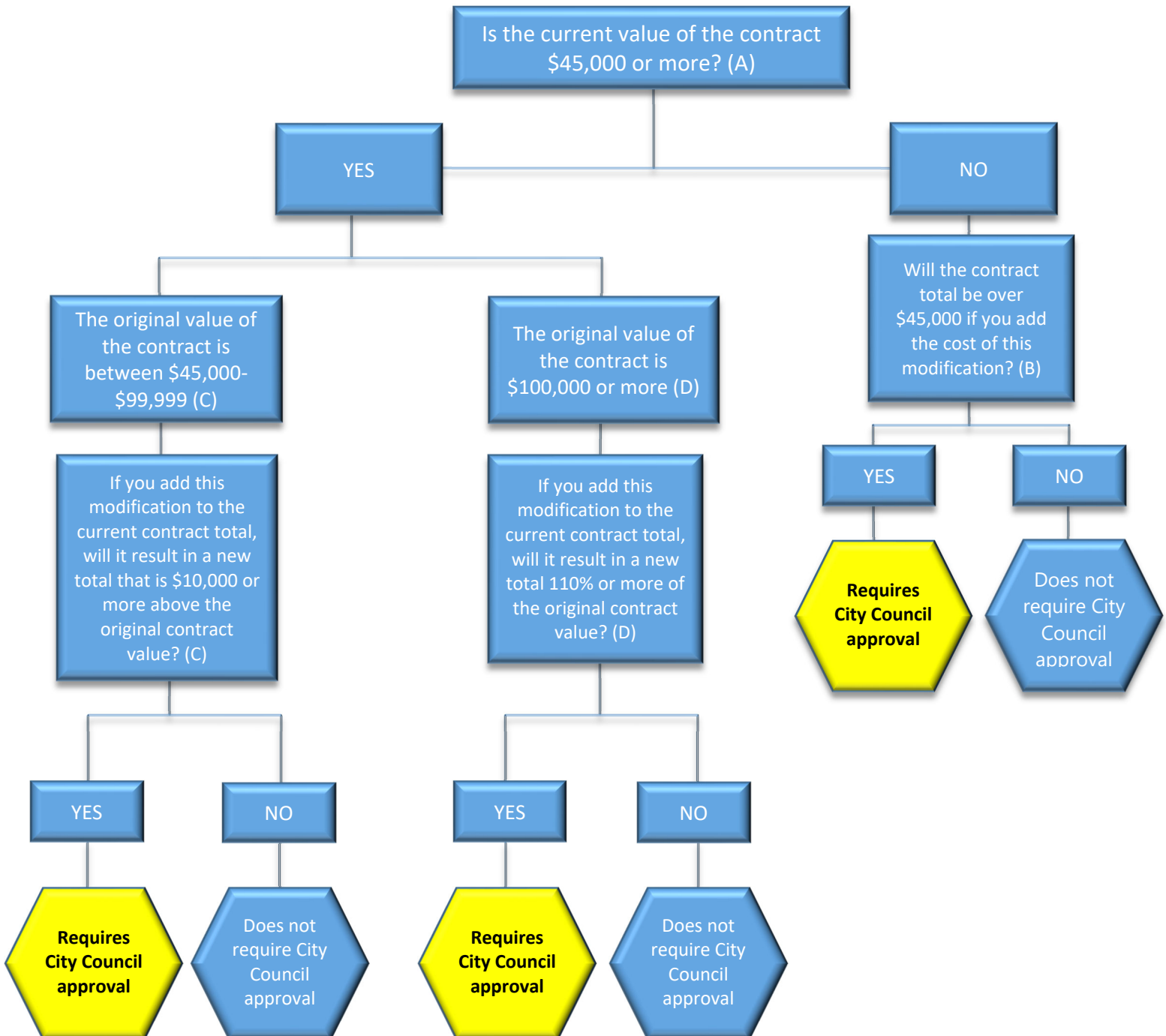
Example 1: a \$200,000 contract has a modification for \$18,000 for a new contract amount of \$218,000. The original contract amount is over \$100,000 so the next step is to figure out if the new total contract amount is 110% over the original value(D). 110% of \$200,000 would be \$220,000, so this modification does not result in a new total contract amount 110% over the original contract amount and does not need to be approved by Council.

Example 2: a \$50,000 contract already had modification #1 for \$5,000 approved and executed. Now there is a new modification #2 for \$6,000. The original contract amount is between \$45,000-\$99,999, so the next step is to determine if this modification results in a new contract amount \$10,000 or more over the original contract value(C). Adding together Mod 1 and Mod 2 equals \$11,000 which is over \$10,000, so modification #2 does need to be approved by Council.

Example 3: a \$10,000 contract has a modification of \$1,500 for a new contract amount of \$11,500. The modification does not push the total contract amount over the \$45,000 threshold(B), and is not for a contract with an original value between \$45,000-\$99,999(C) or \$100,000 or more(D), so it does not need to be approved by Council.

Example 4: a \$40,000 contract has already had a modification #1 of \$1,000 and now has a modification #2 of \$5,000 for a new contract amount of \$46,000. Modification #1 did not meet any of the requirements of B, C, or D so it did not need to be approved by Council. Combined with the previous modification, modification #2 does push the total contract amount from under to over the \$45,000 signature threshold(B) and so it does need to be approved by Council.

Contract Modification Approval Requirements



IX. ELECTRONIC SIGNATURES

~~Electronic (digital) signatures are defined under RCW 19.34.020:~~

~~"Digital signature" means an electronic signature that is a transformation of a message using an asymmetric cryptosystem such that a person having the initial message and the signer's public key can accurately determine:~~

- ~~(a) Whether the transformation was created using the private key that corresponds to the signer's public key; and~~
- ~~(b) Whether the initial message has been altered since the transformation was made."~~

~~The City, pursuant to RCW 19.360.020(5), declares DocuSign as the electronic signature provider for the City. Specifically, the Mayor, City Attorney, and Finance Director, and their designees, are authorized to use DocuSign, or any future replacement of such platform, to affix electronic signatures to electronic records. A City document that is required by law to be signed in non-electronic media may not be digitally or electronically signed. This Section does not supersede the requirements detailed in Section VIII or Ordinance 3036.~~

The City follows the Uniform Electronic Transactions Act, Chapter 1.80 RCW, which applies to any electronic record or electronic signature created, generated, sent, communicated, received, or stored on or after June 11, 2020. A document that is required by law to be signed in non-electronic media may not be digitally or electronically signed. This Section does not supersede the requirements detailed in Section VIII or AMC Chapter 1.30.

X. TYPES OF PROJECTS

Local government purchases and projects generally fall into one of five categories:

Public works: All work, construction, alteration, repairs, or improvements to physical property, other than ordinary maintenance, that are paid for by a municipality.

Professional architecture and engineering services: Professional services provided by a consultant that fall under architecture, engineering, land surveying, or landscape architecture.

Personal services: Technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, not including professional architecture and engineering services.

Purchased services: Services provided by vendors for the routine, necessary, and continuing functions of a local agency, mostly related to physical work.

Materials, Supplies, Equipment: Purchases of goods, equipment, supplies, or materials that

are not connected with a public works project.

XI. COMPOST PROCUREMENT LOCAL PREFERENCE REQUIREMENTS

When the City will use compost as defined by Ordinance 4041 for (a) Landscaping projects; (b) Construction and postconstruction soil amendments; (c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; the City, or the City's contractor, must purchase finished compost products from companies that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.

If compost meeting the above criteria is not available, preference for compost procurement must be given to products sourced as close as possible to the City of Anacortes. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive must be documented.

Staff will report the volume and cost of compost purchased throughout the year, and the source or sources of the compost, to the Finance Department by November 30th of every year.



PUBLIC WORKS



~~XI.~~XII. PUBLIC WORKS

A. Definition: What is a Public Work?

This covers more than you think: “all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality...” ² ~~to pretty much any structure or facility the city owns.~~ L&I considers “ordinary maintenance” to be that performed by your own staff, so that means every time you call in a carpenter, plumber, electrician, painter, roofer, elevator repair technician, tree trimmer, fencing company, HVAC repair technician, equipment operator or other person ~~wearing using~~ tools who isn’t city staff, the purchase falls under public works procurement rules and contracting requirements.

Contact the Contract Specialist if there is any question whether your project falls under “Public Works” or as to which procurement process is necessary. **ALL public work in ANY amount requires a written contract, payment of prevailing wages, and insurance.**

B. THRESHOLDS:

Public Works			
	DOLLAR LIMIT	FORMAL BID PROCESS	APPROVAL
Single Trade or Craft	\$0-\$75,500	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$75,500	Required	City Council
Multi Trade or Craft	\$0-\$116,155	Optional	\$0-\$44,999 = Mayor \$45,000+ = City Council
	Over \$116,155	Required	City Council
	DOLLAR LIMIT	QUOTES	APPROVAL
Using MRSC Small Works Roster	\$0-\$49,999	Minimum 3 quotes requested	\$0-\$44,999 = Mayor \$45,000+ = City Council
	\$50,000-\$249,999	Minimum 5 quotes requested	City Council
	\$250,000-\$350,000	Minimum 5 quotes requested Must notify all contractors on roster	City Council
			APPROVAL
Unit-Priced On-Call Contracts	All unit-priced on-call contracts must be procured through either the Small Works Roster or a formal bid process.		\$0-\$44,999 = Mayor \$45,000+ = City Council

Note: in the event the threshold limits in the Revised Code of Washington (RCW) are different from the values above, the RCW limits shall control.

² [RCW 39.04.010](#)

"Craft" or "trade" means a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the locality of the city's projects or purchases.

Effective June 30, 2024: The ability for the City to pursue public works by contract or day labor without calling for bids is increased from \$116,155 to \$150,000 if more than a single craft or trade is involved.

C. Day Labor

The city may use our own employees to perform public works projects with an estimated cost up to \$75,500 (single craft) or \$116,155 (multiple craft). For larger projects, you must contract with a responsible contractor. The city must provide a report to the state auditor of the costs of all public works ~~in excess of \$5,000~~ that are not let by contract³. For any project using city workers that costs in excess of \$25,000, the city must publish a description of the project and its estimated cost in its official newspaper at least fifteen days before beginning the work⁴.

Effective June 30, 2024: However, the city may have its own regularly employed personnel perform work which is an accepted industry practice under prudent utility management without a contract. For purposes of this section, "prudent utility management" means performing work with regularly employed personnel utilizing material of a worth not exceeding \$300,000 in value without a contract. This limit on value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment. For purposes of this section, "equipment" includes, but is not limited to, conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications.

D. Determining the Cost of a Public Work

The total construction cost of each **project** must be estimated in order to correctly apply bid limit dollar amounts to determine if a public works project must be competitively bid. The estimate shall include all phases and anticipated contracts for the entirety of the project, and include materials, supplies, equipment, and labor on the construction of that project AND applicable sales and use taxes. However, the value of volunteer labor, material, or equipment need not be included in the cost estimate for a public works project, as these are not a cost to the agency. If the total project amount is over the bid thresholds then all contracts, no matter the individual dollar amount, must be procured through the bid process. The estimate may be prepared by an outside third party, however the final cost estimate must be validated by the city. The estimate needs to be prepared before any work begins and should be sent to the Contract Specialist.

E. Procuring Through Quotes

Projects for single craft or multiple crafts with a reasonably anticipated price equal to or less than the dollar thresholds do not require the use of competitive quotes or bids.

⁴ [RCW 43.09.205](#)

⁵ [RCW 39.04.020](#)

- It is recommended the Project Manager make every effort to obtain more than one quote.
- The Project Manager submits a Request for New Contract Form to begin the contract process, forwards solicitation, quotes, and project information to the Contract Specialist who administers the contract process.

F. Small Works Roster (SWR)⁷

When the estimated cost of a public works project is \$350,000 or less, the city may follow the Small Works Roster (SWR) process for construction of a public work or improvement as an alternative to the general competitive bidding requirements. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a statewide electronic database for small public works roster and consulting services developed and maintained by MRSC. At least once per year, the city must post a list of all small works roster contracts awarded regardless of dollar value, including the date, the name of the contractor, the amount of the contract, a brief description of the type of work performed, and the location where the bid quotations for these contracts are available for public inspection.

Publication:

At least once a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to the appropriate MRSC roster or rosters at any time that they submit a written request and necessary records.

To use the SWR:

- ~~Notifications and postings~~Requests for quotes must emphasize that ~~bids-quotes~~ will be accepted only from contractors on the small works roster.
 - Sample text: *In accordance with competitive bid requirements set forth under RCW 39.04.155, Small Works Roster Contract Procedures, the City of Anacortes is pleased to invite you to submit a bid-quote under the subject solicitation. Contractors who bid-quote on this project must be registered on the Small Works Roster by the time that bids-quotes are due.*
- ~~Notifications and postings~~Requests for quotes should list if bonds and prevailing wage will be required.
- Project Manager or Contract Specialist contacts contractors off the Small Works Roster. ~~Invitation for quotations~~Requests for quotes shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time and location to return quote. However, detailed plans and specifications need not be included in the ~~invitation request~~. The information given to each contractor must be identical. Quotes not requiring a bid deposit may be submitted by email.
- At the time ~~bids-quotes~~ are solicited, the city shall not inform a contractor of the

- terms or amount of any other contractor's ~~bid-quote~~ for the same project.
- No city employee may negotiate with any of the bidders. Some submissions may involve errors, omissions, or other irregularities; contact Legal to decide how to handle them.
- The Project Manager or Contract Specialist shall make a written record of each contractor's ~~bid-quote~~ on the project and of any conditions imposed ~~on the bid~~. Immediately after an award is made, the ~~bids~~-quotations obtained shall be recorded, open to public inspection, and available by ~~telephone~~-inquiry.
- The Contract Specialist verifies the lowest bid meets the legal criteria in the request for quotes and is a responsive, responsible bidder (RCW 39.04.010, 39.04.350, sam.gov).
- The Project Manager verifies the lowest responsive, responsible bid meets the requirements to perform the Scope of Work and submits a Request for New Contract Form forwards solicitation, quotes, and project information to the Contract Specialist who ~~to~~ initiates the contract process.
- Formal bids are not required.
- Advertising is not required.
- Bid bonds are not required.
- A signed contract IS required.
- Prevailing wage IS required.
- Insurance IS required.
- Retainage may be waived.

Small Works Roster "Limited Public Works Process" – up to \$49,999

- If a work, construction, alteration, repair, or improvement project is estimated to cost less than fifty thousand dollars (\$50,000), the city may award such a contract using the limited public works process.⁸
- A minimum of three electronic or written ~~quotations-bids~~ from the appropriate small works roster is to be solicited and the contract shall be awarded to the lowest responsible bidder⁸.
- The city will maintain a list of the contractors contacted and contracts awarded during the previous 24 months under the limited public works process, including contractor name, registration number, amount of contract, brief description of work and date contract awarded.
- The Contract Specialist administers the contract process and if the contract is \$0-\$44,999 it is under the Mayor's signature authority threshold. If it is \$45,000 or more it is required to be approved for award by City Council.

Effective July 1, 2024: The previous limited public works threshold of \$50,000 is replaced by a new threshold of \$150,000, and the city may enter into direct contracting under certain conditions as specified in RCW 39.10.908 Section 15 or must solicit quotes from all on the appropriate roster.

Small Works Roster Process - Between \$50,000 and \$249,999

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster.
- The Contract Specialist administers the contract process and ~~if~~ the contract is required to be approved for award by City Council.

Small Works Roster Process — Between \$250,000 and \$350,000

- Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the city chooses to solicit bids-quotes from less than all the appropriate contractors on the appropriate small works roster the city must also notify the remaining contractors on the roster that quotations on the work are being sought. The city has the sole option of determining whether this notice to the remaining contractors is made by:
 - publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
 - mailing a notice to these contractors; or
 - sending a notice to these contractors by facsimile or email
- The Contract Specialist administers the contract process and the contract is required to be approved for award by City Council.

Effective July 1, 2024: The bid limit for using the Small Works Roster is modified to apply to work with an estimated cost of \$350,000 or less excluding state sales tax, and the city will notify all contractors in the roster category for projects with an estimated cost of \$150,000-\$350,000.

G. Formal Bid Process – Public Works

Competitive bidding is designed to prevent favoritism in awarding public work contracts and to enable local governments to obtain the best work or supplies at the most reasonable prices. It is also designed to provide a fair forum for bidders and to protect the public interest.

1. The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), and BARS # to the Contract Specialist.
2. The Contract Specialist compiles the bid package.
3. The notice to bid is to be published in the city's official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least 13 days prior to

⁷ [RCW 39.04.155\(3\)](#)

⁸ [RCW 39.04.350](#)

the submittal deadline. The notice shall state the nature of the work for which plans and specs will then be available free of charge online and on file.

4. Bids must be sealed and filed with the City Clerk within the time specified.
5. Each bid requires a bid proposal deposit of 5% or more in the form of cashier's check, postal money order, or surety bond.
6. Public bid opening is required.
7. The Project Manager verifies the bids meet the requirements of the Invitation to Bid and notifies the Contract Specialist of the lowest responsive bid.
8. The Contract Specialist verifies the contractor is a responsible bidder.
- ~~8.9.~~ The Project Manager submits a Request for New Contract Form to begin the contract process.
- ~~9.10.~~ The Contract Specialist ~~determines-verifies the~~ contract award approval requirements and, if required, schedules and prepares the City Council documents.
- ~~10.11.~~ The Contract Specialist administers the contract process.

H. Requests for Bid Documents

The City of Anacortes Purchasing Policy requires that the City maintain the integrity of official bid documents sets, provide swift response when incorporating addenda changes, and communicate in a singular, fair, and equitable manner to registered bidders.

Builders Exchange of Washington (BXWA) provides prime bidders, subcontractors, suppliers, and other interested parties, virtual free-of-charge access to a complete set of project bid documents, including the ability to download, view, print, order full/partial plan sets from numerous reprographic sources, and free access to an on line digitizer/take-off tool.

Therefore, the City designates BXWA as the official source of bid packages for most capital public work projects, which insures that all bidders receive complete documentation, including all addendum, changes, and clarifications.

I. Unit-Priced Contracts – On-Call and Systemwide Maintenance

Effective June 7, 2018, all cities, towns, and port districts are authorized to use unit-priced contracts⁹. A unit-priced public works contract, sometimes called an “on-call” public works contract, is when a local government contracts for an unknown number of small public works projects over a fixed period of time (“indefinite quantity, indefinite frequency”). State statute defines a unit-priced contract as:

“[A] competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the [agency type], under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.”

While traditional public works contracts are awarded for specific projects/scopes with a specific total dollar value, unit-priced contracts are not associated with a particular

⁹ [RCW 35.23.352](#)

project, do not guarantee any amount of work, and do not establish a total dollar value (although the contract may cap the dollar value at a certain level over the life of the contract). Instead, the agency agrees to pay a defined “unit price” for certain types of anticipated (but unplanned) work or trades over a certain time period.

The prices for different tasks may be based upon different units. Commonly used units include:

- Weight, such as tons
- Surface area, such as square feet or acres
- Volume, such as gallons or cubic yards
- Length/depth, such as linear feet or vertical linear feet
- Time, such as hours
- Quantity of items
- Lump sum per task

When a specific project is identified, individual work orders are authorized based upon either a “not-to-exceed” time and materials basis or a negotiated lump sum amount using the previously established unit prices.

COA Unit-Priced On-Call Contract Requirements:

1. Can only be used for activities that are not specifically planned and have no set project-specific budget.
2. The contract shall have a specified total aggregate not-to-exceed value.
3. The initial term of the contract may not exceed three years, with the option to extend or renew the contract for one additional year.
4. Modifications: During the course of a contract, there may be occasions when the original unit prices do not address particular work items that are needed. In those situations, new line items may be added by contract modification.

To Bid a Unit-Priced On-Call Contract:

- Use the Formal Bid or Small Work Roster procedures applicable to the estimate total aggregate not-to-exceed value of the contract.
- The Invitation to Bid must:
 - Specify that the contract will expire when the work orders total the estimate total aggregate not-to-exceed value including WA sales tax, or the contract term expiration date, whichever occurs first.
 - Specify how work orders will be issued and include a sample work order.
 - State that there is no minimum volume of work guaranteed.
 - Specify that Prevailing Wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year.~~Prevailing Wage rates in effect at the beginning date of contract year must be applied.~~
 - Specify that on an annual basis (12-month contract period) the Prevailing Wage rates must be updated and Intents and Affidavits submitted to Labor and

Unit Priced Systemwide Maintenance and Repair Contracts:

There are also some systemwide maintenance and repair contracts that are sometimes referred to as "on-call contracts" but actually fall under traditional public works contracting as long as the scope is clearly and properly defined.

To qualify as a traditional public works contract instead of an on-call contract, a systemwide maintenance or repair contract must cover specific activities planned in advance and budgeted (as opposed to on-call contracts which cover activities that are not specifically planned and have no set budget).

Examples include:

- Sewer or storm drain "jetting" (cleaning) up to a certain budget amount, but not an exact number of linear feet
- Sidewalk/trail construction or reconstruction in relation to the city's pedestrian master plan (not necessarily a fixed quantity), up to a certain budget amount
- Storm pond maintenance
- Annual contracts for pavement crack sealing, chip seals, overlays, etc.

These contracts can be structured so that they qualify as public works projects with readily determinable quantities and costs related to a fixed scope. Systemwide maintenance and repair contracts should not cover unanticipated projects or emergency repairs, which would fall under on-call contracting.

J. Withdrawal of Bids – Cancellation of Awards

Bids may be modified or the bid may be withdrawn by written notice received prior to the time set for opening in the office designated in the invitation for bids. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.

K. Cancellation of Invitations for Quotations or Bids

An invitation for quotations or bids may be canceled at the discretion of the department director. The reasons shall be made part of the contract file. Each invitation for quotations or bids issued by the city shall state that the invitation may be canceled. Notice of cancellation shall be sent to all parties that have been provided with a copy of the invitation. The notice shall identify the invitation for quotations or bids and state briefly the reasons for cancellation.

L. Responsive Bid

What is a Responsive Bid?

Responsive bids are bids that are submitted on time with all of the information the city requested. Bids submitted after the submittal deadline or at the wrong location should be rejected as non-responsive – in other words, the city will neither accept nor open late bids. If a contractor claims extenuating circumstances, refer them to the City Attorney.

Typically, bidders must provide the following information at the time of bidding:

- Sealed bids, with the name of the project and the time and date of the bid opening clearly stated on the outside of the bid packet
- Bid guarantee in the form of a bid bond, cashier's check, ~~certified check~~, or personal money order
- Lump sums, unit prices, and total prices in the spaces provided on all of the bid forms, including all appropriate sales taxes
- Receipt of addenda acknowledged
- Acknowledgment of attendance at mandatory pre-bid meeting (to be verified)
- Non-collusion affidavit certificate
- Mandatory bidder responsibility questionnaire with all items filled in
- Certification of Compliance with Wage Payment Statutes

While it is possible to do a brief check when the bids are first opened, the city reserves the right to ascertain full compliance with the bid proposal requirements after a more detailed review, generally within a maximum of 30-45 days.

~~Additional items may be required shortly after bid opening:~~

- ~~If supplemental bidder responsibility criteria are required (see below), a separate questionnaire must be filled out and submitted within 72 hours after bid opening. However, this questionnaire should only be required of the apparent low bidder and the next two lowest bidders~~
- ~~For projects that cost an estimated \$1 million or more, a list of all subcontractors for HVAC, plumbing, or electrical work must be submitted¹⁰. The bidder may also submit itself for any of these categories. This list may either be submitted within one hour after the bid opening (the preferred method) or at the time the bid is submitted.~~

~~In addition, RCW 39.04.350(2) allows agencies to adopt additional relevant responsible bidder criteria for individual projects. Supplemental criteria may be on two levels:~~

- ~~A basic level that may include such things as no delinquent state taxes, no federal debarment, minimal prevailing wages violations, no excessive claims against retainage and bonds, no public bidding violations, no termination for cause or default, and unwarranted lawsuits with respect to public contracting.~~
- ~~A secondary level whose criteria relate to the nature of a specific project. For example, the city may require that a contractor must have completed three~~

~~projects of a similar scope and dollar volume within the past five years.~~

~~These supplemental criteria and associated evaluation methods must be provided in the invitation to bid or bidding documents.~~

M. Responsible Bidder

The city is required to award public works contracts to a responsible bidder with the lowest responsive bid¹¹. This applies to informal bidding, such as a small works roster, as well as formal competitive bids.

Responsible bidders¹² must meet a number of mandatory criteria. The bidder must:

- At the time of bidding ~~be a registered contractor~~ have a certificate of registration in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters.
- Have a current Washington State Unified Business Identifier (UBI) number.
- If applicable, have industrial insurance/workers' comp coverage required in [Title 51 RCW](#).
- Have a Washington State Employment Security Department (ESD) account as required in [Title 50 RCW](#).
- Have a state excise tax registration number as required in [Title 82 RCW](#).
- Not be disqualified from bidding under RCW [39.06.010](#) or [39.12.065\(3\)](#).
- ~~If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320 to not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation. Not have any apprenticeship violations, if applicable~~
- Certify through a sworn statement that they are not a willful violator of labor laws in reference to [RCW 49.48.082](#).
- 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.
- Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database (www.sam.gov).

Additional items may be required shortly after bid opening:

- If supplemental bidder responsibility criteria are required (see below), a separate questionnaire must be filled out and submitted within 72 hours after bid opening. However, this questionnaire should only be required of the apparent low bidder

¹⁰ [RCW 39.30.060](#)

¹¹ [RCW 39.04.010](#)

¹² [RCW 39.04.010](#), [RCW 39.04.350](#)

and the next two lowest bidders.

- For projects that cost an estimated \$1 million or more, a list of all subcontractors for HVAC, plumbing, or electrical work must be submitted¹⁰. The bidder may also submit itself for any of these categories. This list may either be submitted within one hour after the bid opening (the preferred method) or at the time the bid is submitted.

In addition, RCW 39.04.350(2) allows agencies to adopt additional relevant responsible bidder criteria for individual projects. Supplemental criteria may be on two levels:

- A basic level that may include such things as no delinquent state taxes, no federal debarment, minimal prevailing wages violations, no excessive claims against retainage and bonds, no public bidding violations, no termination for cause or default, and unwarranted lawsuits with respect to public contracting.
- A secondary level whose criteria relate to the nature of a specific project. For example, the city may require that a contractor must have completed three projects of a similar scope and dollar volume within the past five years.

These supplemental criteria and associated evaluation methods must be provided in the invitation to bid or bidding documents.

N. Apprenticeship Utilization Requirements¹⁵

Effective July 1, 2024: Public works contracts estimated to cost more than \$2 million must require no less than 15% of total labor hours be performed by apprentices.

Effective July 1, 2026, and until July 1, 2028: Public works contracts estimated to cost more than \$1.5 million must require no less than 15% of total labor hours be performed by apprentices.

Effective July 1, 2028: Public works contracts estimated to cost more than \$1 million must require no less than 15% of total labor hours be performed by apprentices.

O. Bid Deposit, Performance Bond, and Payment Bond for Public Works Improvement Projects

Whenever competitive quotes or bids are required, a bidder may be required to make a deposit in the form of a cashier's check, postal money order, or surety bond~~certified check or bid bond~~ in an amount equal to not less than five percent of the total bid, which percentage shall be specified in the call for bids. As part of any bid submitted, the bidder shall be required to warrant that the bid is a genuine bid, and that ~~he/she/they~~ has~~have~~ not entered into collusion with any other bidder or any other person. All public works contractors shall furnish a performance bond and a payment bond in an amount equal to the total amount of the contract on a form approved by the City Attorney. In lieu of a performance bond on contracts of \$150,000 or less a contractor may request to have 10 percent of the contract retained for a period of 30 days after the date of final acceptance¹³. The request will be evaluated and accepted or rejected by Legal.

P. Retainage

State law¹⁴ requires the city to withhold up to five percent (5%) of the contract price earned by the city's contractor during performance of public work and construction contracts. The withheld amount, known as "retainage," is for the benefit of laborers and material suppliers in the event the contractor fails to pay them. Retainage may also be used to satisfy tax claims by the Department of Revenue, prevailing wage related claims by the Department of Labor and Industries, unemployment compensation related claims by the Employment Security Department, and contract performance claims by the city itself. Retainage is not paid ("released") to the contractor until appropriate releases are received from the involved state agencies and city departments/divisions.

A contractor has several options in how retainage will be held¹⁵:

1. The most common is to have the city withhold and retain five percent (5%) from each payment made during performance of the contract in a non-interest bearing fund.
2. A bond in-lieu-of retainage (aka "retainage bond") may be submitted by the contractor on the city's standard form or one that is acceptable to the city for all or any portion of the contract retainage amount.
3. The amount(s) retained may be deposited by the city in an interest bearing account. Interests on such monies shall be paid to the contractor and is not subject to withdrawal until after final acceptance of the work.
4. An escrow account may be jointly established by the contractor and the city with a bank. This escrow option must utilize the city's standard forms. The monies placed in escrow must be converted into bonds and securities approved by the city and any interest is paid to the contractor as it accrues.

Retainage requirements are not mandatory for non-public works supplies or services but may be used in the discretion of the department/division. Note that even when the city has required a performance bond for these types of contracts, retainage is not held unless specified in the solicitation and contract. This is rare.

At the conclusion of contract performance, any retainage reserved by the city will be released or otherwise disbursed according to the city's standardized contract close out process.

Q. Prevailing Wages

- State law requires prevailing wages to be paid by the contractor on all public works projects and all public building service maintenance contracts¹⁶. To see the list of applicable labor categories go to State of Washington Department of Labor and Industries [website](#). Prevailing wage questions may be directed to the Department of Labor and Industries (L&I), Prevailing Wage Section, 360-902-5335.
- [Public works contracts](#) require that each and every employer on the project file a

¹⁵ [RCW 60.28.011](#)

¹⁶ [RCW 39.12](#)

Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit), regardless of the size of the contract. The forms are filed with L&I and, once they are approved, are submitted by the employer to the city's Contract Specialist.

- Owner/Operators that do not have any employees do not need to pay themselves prevailing wages, however, they do still need to file Intents and Affidavits with the Department of Labor and Industries and list in section 3 of the form that they are Owner/Operator.
- For all public works contracts, except janitorial and building service maintenance contracts, the applicable prevailing wage rates shall be those in effect on the submittal due date. These rates shall remain in effect throughout the duration of the contract. If a contract is not awarded within six months of the submittal due date, the applicable prevailing wage rates shall be those in effect on the date the contract is awarded and shall remain in effect for the duration of the contract¹⁷.
- For janitorial, building service maintenance contracts, and unit-priced contracts, the prevailing wage rates in effect on the submittal due date are the minimum rates that must be paid for the first year of such contract and thereafter. However, any janitorial, building service maintenance contract, and unit priced contract, of more than one year in duration must include wage increase language specifying that wages will be altered annually to follow the most recent publication of prevailing wage rate¹⁸.
- Specification documents must state that workers shall receive the prevailing rate of wage. The specifications must either list all of the applicable prevailing wage rates, or else provide the URL address for L&I's [Prevailing Wage Rates for Public Works Contracts](#) with the exact wage publication date and county. NOTE: Prevailing wage rates are adjusted twice annually – usually in the spring and fall.
- Payments by the city are not allowed when contractors have not submitted an Intent form that has been approved by the L&I industrial statistician. The city may not release retainage until all contractors and subcontractors have submitted an Affidavit form that has been certified by L&I. The requirement to submit these forms should also be stated in the contract.
- There is no minimum dollar amount for public work or prevailing wage. Prevailing wages must be paid for any work, construction, alteration, repair or improvement, other than ordinary maintenance, that the city causes to be performed by a private party through a contract.
- Should the city fail to comply the city can be held responsible for any unpaid prevailing wages.

¹⁷ [WAC 296-127-011](#)

¹⁸ [WAC 296-127-023](#)

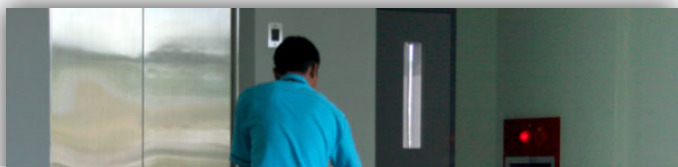
¹⁹ [WAC 296-127-025](#)

****Federal Prevailing Wage Requirements**

The federal government has its own public works prevailing wage requirements, or wage decisions, established by the Davis-Bacon Act (DBA). For any public works project receiving federal funding, contractors must pay the higher of the state or federal wage rates¹⁹. This should also be stated in the bid specifications and contracts. To look up current federal wage decisions by trade and county, see Wage Determinations Online-[at SAM.GOV](https://sam.gov).



SERVICES



~~XII.~~XIII. SERVICES

The first step in successfully contracting for services is to determine the category of service that you will be contracting for, as there are distinct differences between service types and the manner of solicitation. Distinguishing between services and public work is also important, as services may have different bidding requirements.

A. Architectural and Engineering Services (A&E Services)

Professional architecture and engineering (A&E) services are services provided by any person, other than an employee of the agency, that fall under the general statutory definitions of:

- Architecture (Chapter [18.08 RCW](#))
- Engineering (Chapter [18.43 RCW](#))
- Land surveying (Chapter [18.43 RCW](#))
- Landscape architecture (Chapter [18.96 RCW](#))

Purchases of A & E Services

Architectural and Engineering consultants are initially selected based upon their qualifications, rather than price. The defining characteristic of chapter [39.80 RCW](#) is its strict insistence on qualification-based selection (QBS) of A&E professionals. In contrast to public works contracts, purchases (equipment, materials, and supplies), and purchased service contracts, an agency **cannot consider price** in the selection process for professional A&E services: it must select the most qualified firm, and then negotiate a price for the work contemplated. There are two ways to select an A&E firm based upon their qualifications:

1. Procure using a request for proposals (RFP) process. This process requires the city representative to develop a written scope of the project and any criteria used to select the service provider and then select a qualified contractor from the city's MRSC architectural, landscape architectural, and engineering service roster, following the procedures of [39.80 RCW](#).
2. If the Project Manager does not choose to use the appropriate roster, then a formal Request for Qualification (RFQ) process must be followed, following the procedures of [39.80 RCW](#). Contact the Contract Specialist for assistance.

The city will negotiate a contract with the most qualified firm at a price which the city determines is fair and reasonable. In making its determination the city shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature. If the city is unable to negotiate a satisfactory contract with the firm selected at a price the city determines to be fair and reasonable, negotiations shall be terminated and the city shall begin negotiations with the next highest qualified firm. Forward all documentation to the Contract Specialist for archiving. Once a firm has been selected, the Project Manager submits a Request for New Contract Form to begin the contract process. ~~information will be provided to the Contract Specialist who then administers the contract process.~~

B. Personal Services

Services provided by independent consultants that require specialized knowledge, advanced education, professional licensing or certification and where the primary service provided is mental or intellectual, involving the consistent exercise of judgment and discretion.

- Examples: accountants, attorneys, consultants, graphic artists, strategic planning, studies/analysis, training, certification services

Purchases of Personal Services

1. Send a written solicitation to qualified firms or individuals describing the needed services. The MRSC Consultant Roster can be used if desired. Request prices, schedules, and qualifications.
2. If a formal Request for Proposals is needed, contact the Contract Specialist for assistance.
3. Submit all proposals and any evaluation documents ~~to the Contract Specialist who then administers contract process~~ through the Request for New Contract Form to begin the contract process.

C. Purchased Services

Purchased services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency's day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. For most purchased services, the main determinant of award is price and there are no bid limits or requirements for advertising, bonds and/or retainage, or, depending on the specific facts, prevailing wages. Contractors whose work includes only observing, directing, verifying, and reporting would not have a prevailing wage requirement. There are a number of purchased services, however, that hover over that thin gray line between purchased services and public works contracting. Purchased service contracts require, on the whole, much less paperwork than public works contracts. If a particular contract is very near the gray line, the conservative approach is to consider it a public works contract.

Contact the Contract Specialist if there is any doubt as to if a project is a purchased service or public work.

- Examples: janitorial services, elevator or equipment inspection (but not *repair or maintenance*), grounds keeping, pest control, moving services, fire extinguisher inspection, vehicle towing. (*L&I considers some service contracts, such as HVAC maintenance or road striping, to be public works and subject to public works bidding requirements.*)

Purchases of Purchased Services

1. Determine if you will procure through obtaining quotes, a formal bid, or RFP. The Contract Specialist must be involved in the formal bid or RFP process.
2. If obtaining quotes, request quotes from 1 or more qualified firms or individuals describing the desired services. Request prices (including prevailing wage if applicable), schedules, and qualifications.
3. Evaluate the proposals and determine the lowest responsible bidder.
4. Submit proposals and all evaluation documents ~~to the Contract Specialist who then administers contract process~~ through the Request for New Contract Form to begin the contract process.

D. Publication

[RCW 39.80.030](#) requires that the city shall publish in advance the city's requirement for professional services. The city may comply with this section by (1) publishing an announcement on each occasion when professional services provided by a consultant are provided by the city; or (2) announcing generally to the public its projected requirements for any category of type of professional service to create a Consultant Roster. Advertising for the Consultant Roster must be done at least once a year by MRSC on the city's behalf. The MRSC Consultant Roster will distinguish between professional architectural and engineering services as defined in [RCW 39.80.020](#) and other consulting services. Firms or persons providing consulting services shall be added to the appropriate roster at any time they submit a written request and necessary records. The city reserves the right to publish an announcement on each occasion when professional services or other consulting services are required.



MATERIALS, SUPPLIES, AND EQUIPMENT



~~XIII~~.XIV. PURCHASING MATERIALS, SUPPLIES, EQUIPMENT

(Unrelated to Public Work/Construction, Services, A&E)

At first glance, one would think there would be no trouble figuring out what purchases fall into the category of “materials, supplies, and equipment” not used in connection with a public work project or improvement. Stationery, rubber bands, fire trucks, and copy machines come to mind. Services should also be pretty easy to identify. But sometimes the situation is ambiguous.

Distinguishing between public works and materials, supplies and equipment not used in a public work is important, as different bidding requirements apply to each.

Common sense can be a good guide in this area of the law, but sometimes gray areas can create confusion and uncertainty. If you are concerned about a specific situation, consult the Contract Specialist.

A. THRESHOLDS and LOCAL PREFERENCE:

DOLLAR LIMIT	PROCUREMENT PROCESS	APPROVAL*	LOCAL PREFERENCE
\$ -0- to \$2,500	Competition not required Departments encouraged to determine price is fair and reasonable and document in department files.	Department Head	All departments shall make a good faith effort to purchase goods within the City of Anacortes when they are available and suitable to city needs at a price that is competitive. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$2,501 to \$7,500	3 Quotes Requested Must be attached to the electronic invoice	Department Head	Departments are encouraged to attempt to obtain at least one quote from a local business when procuring under the bid threshold. Staff should take into account price, delivery times, and return policies when evaluating quotes. <u>Legal Restrictions:</u> Even below bid threshold, City has obligation to procure goods at the best price as steward of public funds. Therefore, City may not require only local purchases.
\$7,501 to \$15,000	MRSC Vendor Roster or Formal Sealed Bid Process (Contact Contract Specialist)	Department Head	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.
\$15,001+	Must use Formal Sealed Bid Process (Contact Contract Specialist)	Department Head if under \$45,000; City Council if \$45,000+	RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Any other preferences favoring local businesses are not permitted during any formal bid process. <u>Legal Restrictions:</u> Over bid thresholds, Cities are only allowed to procure goods as expressly provided by state law. The only allowance for local preference in state law is as provided in RCW 39.30.040, which allows jdx to take sales tax revenue into account.

***Approval:** The Department Head may only approve purchases that are provided for in the city budget and are under \$45,000.00. Any contracts for goods must be managed by the Contract Specialist and can only be signed by the Mayor.

All dollar limits include freight, handling, set-up cost, and appropriate sales tax. Keep in mind that the cost of purchasing materials, supplies, and equipment not related to a public works project should be pre-estimated for a calendar year's time. If the total yearly cost is over the bid limit for vendor purchases the city must bid the items, even though a single purchase may cost less than the bid limits.

It is the Department Head's/Division Manager's responsibility to appoint who shall make purchases for their department on the city's behalf under the respective quote limits.

Effective June 30, 2024: Any purchase of supplies, material, or equipment not related to a public work with an estimated cost of more than \$40,000 shall be by contract. If the estimated purchase is between \$40,000 to \$50,000, purchases may be made using the vendor list process in RCW 39.04.190.

B. Informal Competitive Quotes - Materials, Supplies or Equipment between \$2,501-\$7,500

1. A city representative shall make an effort to contact at least three vendors. Departments are encouraged to attempt to obtain at least one quote from a business within the City of Anacortes. The number of vendors contacted may be reduced if the item being sought is only available from a smaller number of vendors. When fewer than three quotes are requested or if there are fewer than three replies, an explanation shall be attached to the electronic invoice.
2. Whenever possible, quotes will be solicited on a lump sum or fixed unit price basis.
3. At the time quotes are solicited, the city representative shall not inform a vendor of any other vendor's quote.
4. A written record shall be made by the city representative of each vendor's quote on the materials, supplies, or equipment, and of any conditions imposed on the quote by such vendor.
5. It is allowable to use criteria other than cost (e.g., qualifications, available staff, delivery timelines, return policies, etc.) in making an award.
6. Award shall be made to the vendor submitting the lowest and best responsible quote.
7. Whenever there is a reason to believe that the lowest acceptable quote is not the best price obtainable, all quotes may be rejected and the city may obtain new quotes.
8. Attach all quotes to the electronic invoice.

Notes:

- If your quote is of a complex nature, let the Contract Specialist obtain the quotes for you to ensure everything is apples-to-apples.

- In the request for quotes, be sure technical information defines acceptable quality and ~~insure~~ensure vendors are quoting on equal and comparable items. All vendors must be provided the same information. If one vendor offers an acceptable alternate, it must be re-quoted using the alternate specifications.
- The city will not pay for any technical information from the vendor. If the information is to be shared with other vendors, it must be stated so up front. If you use a vendor's technical information without their approval, you may find yourself in a legal tangle.
- Staff may arrange on-site demonstrations or delivery of preview/trial merchandise but must keep in mind that just because you have demoed someone's product does not mean you will be able to buy it. Competition may still be required and it must be made clear to the vendor beforehand that no preferential treatment will be given.
- Obtain freight pricing (FOB Destination, Freight Prepaid).

Effective June 30, 2024: The informal quote threshold is raised to \$10,000-\$40,000.

C. Vendor Roster – Materials, Supplies, or Equipment \$0 -\$15,000

When purchasing materials, supplies, or equipment not connected to a public works project in the amount of \$15,000 or less, the city may award purchasing contracts by a vendor list process²⁰. The City of Anacortes has contracted with the Municipal Research and Services Center of Washington (MRSC) for the city use of a state wide electronic vendor roster developed and maintained by MRSC.

Effective June 30, 2024: The Vendor Roster threshold is raised to \$50,000.

Publication:

At least twice a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the district a notice of the existence of a roster(s) of vendors for materials, supplies, and equipment, and shall solicit names of vendors for the roster.

To use the Vendor Roster, ~~the Project Manager:~~

- ~~Drafts~~ a written description of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase.
- Save the PDF of the MRSC Vendor Roster category as well as the PDF of the narrowed down list of vendors selected for solicitation.
- ~~Makes~~ a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or electronic solicitation quotations from the vendors for the required materials, supplies, or equipment. The information given to each vendor must be identical.
- ~~Doesn't~~ Don't share ~~telephone~~ quotations from one vendor with other vendors

solicited for the bid on the materials, supplies, or equipment.

- Saves a written record of each vendor's bid-quote on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor and attaches them to the electronic invoice.
- Attach the PDFs saved from MRSC Vendor Roster to the electronic invoice.
- Send the following information to the Contract Specialist: the name of the vendor awarded the contract, the amount of the contract, a brief description of the type of items purchased under the contract, and the date it was awarded.

At least every two months, the city must post a list of contracts awarded using the Vendor Roster process. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the type of items purchased under the contract, and the date it was awarded. The list shall also state the location where the bid quotations for these contracts are available for public inspection.

D. Formal Bid Process – Materials, Supplies, or Equipment \$7,501+

Unless the Vendor Roster process is used, purchases of supplies, goods, materials, and/or equipment over \$7,500 that are not part of a public works and improvements contract must call for bids using the formal bid process, with price being the primary factor in the contract award decision. Purchases of custom or specialty goods, and/or products that are subject to proprietary design or similar rights, are sometimes conducted using the Request for Proposal (RFP) process, with price performance criteria as well as price being factors in the contract award decision. Contact the Contract Specialist to discuss whether the formal bid or RFP process best fits your situation.

Effective June 30, 2024: The formal bid threshold is raised to \$40,001+.

- Unless otherwise specifically approved by the City Council, all contracts relating to the purchase of materials, equipment, or supplies shall be in accordance with the city budget.
- The Project Manager notifies the Finance Department regarding any budget transfers to cover funding.
- The Project Manager submits the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), BARS #, as well as a list of potential vendors (if applicable), to the Contract Specialist.
- The Contract Specialist compiles the bid package and administers the bid process.
- An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.
- Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation. The public notice shall state the date and time

of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.

- Bids shall be opened publicly and recorded at the time and place designated in the invitation for bids.
- ~~Withdrawal of Bids - Cancellation of Awards.~~ Bids may be modified or the bid may be withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for opening. After bid opening, withdrawal of bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence presented in a sworn affidavit or declaration submitted no later than 5:00 p.m. on the first business day after bid opening, that a clerical mistake was made and not a mistake in judgment, and the bid price actually intended. All decisions to permit the withdrawal of bids after bid opening, or to cancel awards or contracts based on bid mistakes, shall be made by the Mayor after consulting with legal counsel.
- Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.
- The Project Manager verifies the bids meet the requirements of the Invitation to Bid and ~~notifies the Contract Specialist of the lowest responsible bidder~~submits a Request for New Contract Form to begin the contract process.
- ~~Award. The award of bid shall be made to the lowest responsible bidder whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The City may reject all bids at its discretion.~~
- The Contract Specialist determines contract award approval requirements, and if required, schedules and prepares the City Council documents.
- ~~The Contract Specialist administers the contract process.~~

E. Lowest Responsible Vendor

The following factors, in addition to price, may be taken into account by the city in determining the lowest responsible vendor. If any or all of these criteria will be applied during the evaluation process then they must be included in the Invitation to Bid:

1. The ability, capacity, and skill of the vendor to perform the contract;
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor;
3. Whether the vendor can perform the contract within the time specified;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the vendor with laws relating to the contract;
6. Such other information as may be secured having a bearing on the decision to award the contract.

If recommendation for award is being made to anyone other than the low bidder, send a memo stating specific reasons why the low bid is not acceptable to the Contract Specialist for evaluation.

F. Life Cycle Costing

In considering the purchase of materials, equipment, supplies, whenever there is a reason to believe that applying the "life cycle costing" method of quote evaluation would result in the lowest total cost to the city, first consideration shall be given to purchases with the lowest life cycle cost which complies with the specifications.

G. Telecommunications and Data Processing (Computer) Equipment or Software

Recognizing the unique aspects of computer and telecommunication systems, the legislature established an alternative process for making such purchases. [RCW 39.04.270](#), which is available to all municipalities, allows purchases through use of an alternative competitive negotiation process requiring, at a minimum, the following steps:

1. A request for proposals (RFP) must be published in a newspaper of general circulation at least 13 days before the last date on which the proposals will be received.
2. The RFP must identify significant evaluation factors, including price, and their relative importance.
3. The city must provide reasonable procedures for technical evaluation of the proposals, identification of qualified sources, and selection for awarding the contract.
4. The award must be made to the qualified bidder whose proposal is "most advantageous" to the city.
5. The city may reject all proposals for good cause and request new proposals.

Equipment Purchase vs. Installation. RCW 39.04.270 authorizes the competitive negotiation process for the "acquisition" of electronic data processing or telecommunications "equipment, software, or services." This likely includes installation services too since installation may require specialized knowledge of the systems. This means that installation would not have to be bid separately from the equipment purchase. However, any installations meeting the definition of a "public work" in RCW 39.04.010 would still be subject to any other public works contracting requirements such as prevailing wages, bonds, retainage, and bidder responsibility criteria.

~~XIV~~.XV. EXCEPTIONS TO THE COMPETITIVE PROCESS

The Washington State statutes²¹ contain exceptions to the previously discussed bidding requirements. Exceptions, when exercised, should make good business sense and be in the best interest of the city.

It is important to note that ONLY the requirement for competitive bidding or advertising is waived. It does not waive any contractual requirements, approvals, or insurance requirements.

A resolution waiving competitive bidding due to any exception is required and must be presented to City Council for review and approval. The resolution will be prepared by the Contract Specialist and should include estimated project/purchase costs.

NOTE: If you think your project or purchase falls under one of the exceptions to the bid law, think again. The bid laws are there for a reason – to try to ensure that cities get the best buy for their money. Many of the projects or purchases that a city might consider to fall within exceptions are in the “gray” area of the law. If there is any doubt, the Finance Director or Contract Specialist should check with the city’s auditor.

Exemptions to the competitive bidding requirements:

- Purchases that are clearly and legitimately limited to a single source of supply
 - Licensed or patented good or service
 - Items that are uniquely compatible with existing equipment, inventory, systems, programs or services
 - Meets city standards (i.e. water meters)
 - Factory-authorized warranty services
- Purchases involving special facilities or market conditions
 - Item is of special design, shape or manufacture that matches or fits with existing equipment, inventory, systems; used items; auctions
- Purchases in an emergency
- Inter-Governmental Cooperative Purchases
- Purchases of insurance or bonds
- Pollution control facilities and some neighborhood “self-help” projects may be exempt from bidding requirements
- Cities may hire the state or county to do road projects without going out for bids

A. Brand Name and Sole Source Purchases

Brand Name Bidding

Cities may advertise for bids by specifying a particular brand name item as long as the responsible officials have exercised their judgment and determined that a certain brand name is of higher quality or is better suited to the municipality’s needs. In *Smith v. City*

²¹ [RCW 39.04.280](#), [RCW 39.34.030](#),
[RCW 39.30.045](#), [RCW 35.21.278](#)

of Seattle, the city advertised for bids for incandescent lamps, specifying a particular brand. In a suit brought by a maker of a similar lamp, the court stated that as long as the officials involved exercised their discretion in determining that a particular brand of lamps was more desirable, the city's procedure was proper in the absence of abuse of discretion or fraud. In this case, the fact that the city had used the specified lamps previously and they had performed satisfactorily provided a rational basis for city authorities to limit the bid advertisement to that specified brand of lamps, and the court found no abuse of discretion. There is no requirement that bid specifications naming a particular brand also include a phrase such as "or an equal brand." Contact the Contract Specialist for assistance in determining and documenting the brand name need, and preparation of bidding documents.

Sole Source Purchases

A sole source is a unique exception to the city's purchasing policies. A sole source situation is when it is only feasible to obtain a good or service from one supplier or service provider. Sole source conditions include such things as: (a) products, systems, information, or services that are subject to patent or other proprietary use rights; (b) supplies or services that only one vendor is capable of providing or authorized to provide; (c) items that are available from a single source and such items are required in order to function with existing equipment, systems, programs, or services; (d) situations where the sole source is the only practical way to meet the city's requirements or delivery deadlines; and/or (e) security requirements or information mandates that limit procurement from only a single vendor.

- Unless a specific sole source condition exists, the department/division and project manager shall follow standard competitive solicitation process.
- If there is any doubt, the department/division should pursue a competitive solicitation.
- Specifications must be expansive as possible to ensure the greatest pool of bidders to compete. There must be a clear and appropriate reason for specifications that narrow the field to a sole source.
- A late start to the project does not justify a sole source.
- Prior contracts with a vendor for work on a project is not necessarily an appropriate reason for a sole source waiver.
- The department/division making such a waiver request must document sufficient information that objectively establishes there is only a single source or that a patented or proprietary use right restriction exists. ~~If you~~ **Project Managers who** have used expansive specifications and find significant data that indicate a sole source, ~~complete~~ **may complete** a [Sole Source Justification Form](#) and submit to the Contract Specialist.
- ~~Sole source waivers require a City Council resolution.~~
- ~~The Contract Specialist will prepare the City Council documents and administer~~

~~the contract process.~~

B. Special Market Conditions

Special Market Conditions – What Are They?

[RCW 39.04.280\(1\)\(b\)](#) provides a “special market conditions” waiver from the bidding requirements for purchases of materials, supplies, or equipment. To use this exemption, the City Council must pass a resolution stating “the factual basis for the exception”.

What are special market conditions? No definition is given in the statutes. Some have suggested that if supplies or used equipment are offered at a very favorable price and will be sold before a city will have a chance to complete the bidding process, there is a special market condition. However, since there have been no court cases or attorney general’s opinion on this subject, if an employee wishes to invoke “special market conditions” to waive the bidding requirements, the Contract Specialist and City Attorney should be consulted.

Auctions

Sometimes the city will find exactly what it needs, at a favorable price, at an auction. Obviously, seeking bids would be impossible in an auction setting. [RCW 39.30.045](#) authorizes a city to acquire supplies, materials, and equipment through an auction conducted by the United States or any agency thereof, an agency of the state of Washington, a municipality or other government agency, or any private party, without bids, if the items to be purchased can be obtained at a competitive price. This authority, it would seem, would allow a city to make a purchase on an internet-based auction service, such as eBay, as well as through more traditional, in-person auctions. The Department ~~Head Director~~ must pre-approve an upper bidding limit, (which must be within the approved city budget), for the person doing the bidding.

C. Emergency Public Works and Purchases

For purposes of this section "emergency" means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Emergency work is only for the repair and/or restoration of facility/utilities/infrastructure to pre-damage conditions or current standards. Any betterment is not an emergency and will be planned, designed, and administered through the standard competitive processes.

When an emergency arises and City staff determine that they must make emergency purchases and/or cannot perform the required work, staff must contact the Public Works Director.

If the Public Works Director determines an emergency situation exists and a contractor(s) needs to be called in or purchases made, the Director will notify the Mayor, who is authorized by Anacortes City Code 1.30.090 to declare an emergency and enter into emergency contracts.

Upon declaration of the Mayor that an emergency situation exists, and upon the Mayor's authorization, required purchases can be made and contractor(s) can be called upon to make the necessary repairs.

Emergency Purchasing Procedures (not connected with a public works project)

1. When circumstances require immediate purchase of materials, supplies, or equipment to respond to an emergency City staff shall conduct competitive solicitation to the extent practicable given the emergency and in keeping with the dollar value of the acquisition. Any emergency purchase shall be documented by the Department with a written explanation of the emergency.
2. If the emergency purchases are over the City's bid limits staff will notify the Contract Specialist of the purchases on the first working day following the emergency situation.
3. If the emergency purchases are over the City's bid limits Contract Specialist will prepare a resolution to affirm the declaration of an emergency and waive competitive bidding requirements. The resolution will be presented to the City Council within two weeks following the emergency purchases.

Emergency Public Works Procedures

1. Prior to emergency public work commencing the Project Manager must verify through <https://secure.ini.wa.gov/verify/> that the proposed contractor(s) meet the following mandatory requirements:
 - a) At the time of quote submittal be a registered contractor in compliance with chapter 18.27 RCW, a plumbing contractor license in compliance with chapter 18.106 RCW, an elevator contractor license in compliance with chapter 70.87 RCW, or an electrical contractor license in compliance with chapter 19.28 RCW, as required under the provisions of those chapters.
 - b) Have a current Washington State Unified Business Identifier (UBI) number.
 - c) Have a Washington State Employment Security Department (ESD) account as required in Title 50 RCW.
 - d) If applicable, have industrial insurance/workers' comp coverage required in Title 51 RCW.
 - e) Have a state excise tax registration number as required in Title 82 RCW.
 - f) Have received training on requirements related to public works and prevailing wage by Labor and Industries or approved training provider under RCW 39.04.350, and chapter 39.12 or are exempted by Labor and Industries.

- g) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065.
 - h) Not currently be debarred or suspended by the Federal Government on the U.S. Government's "System of Award Management" database (sam.gov).
 - i) If quoting on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320 to not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation. Not have any apprenticeship violations, if applicable
 - j) Meet any supplemental criteria requirements, if applicable.
- The Project Manager will save a copy of the verification check.
2. Before any work commences the contractor(s) must review and sign an Emergency Public Work Agreement form, outlining prevailing wage and bond requirements and payment type/schedule. The Project Manager will provide the contractor signed Emergency Public Work Agreement form to the Contract Specialist as soon as possible.
 3. The first working day following the emergency situation, the Project Manager will notify the Contract Specialist of:
 - a) The need for the emergency work.
 - b) The name(s) of contractor(s) called in to perform the work and provide copies of the L&I verification check(s).
 - c) The type of work being performed by the contractor(s) and any required construction specifications or standards that apply to the work.
 - d) The estimated cost of the work and payment type.
 4. The Contract Specialist will issue the emergency contracts and the contractor(s) will be required to execute the contract and provide all required bonds and insurance documents within five (5) working days of the work commencing.
 5. The Contract Specialist will prepare a resolution to affirm the declaration of an emergency and waive competitive bidding requirements. The resolution will be presented to the City Council within two weeks following award of the emergency contract(s).

~~For purposes of this section "emergency" means unforeseen circumstances beyond the control of the city that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Competitive bidding may be waived subject to the following process:~~

- ~~1. Obtain concurrence of the Department Head or designee that a qualifying~~

~~emergency requiring immediate acquisition of goods or services exists.~~

- ~~1. The Project Manager must inform the contractor that prevailing wage rates apply and the paperwork will be required as soon as possible, and before payment is made.~~
- ~~2. Promptly notify the Contract Specialist of emergency situations by submitting a memo describing the situation as soon as an emergency is known.~~
- ~~3. The Contract Specialist prepares the contract and City Council documents.~~
- ~~4. Once approved by City Council, the Contract Specialist sends the contract, bonds and insurance requirements to the contractor. Work may begin without the required documents but the executed contract must be obtained, along with an executed bonds, and insurance documentation, as soon as possible, and before any payment is made.~~

~~State law requires that if a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract²².~~

~~Public works and improvements emergencies (e.g., broken water main, washed out road, sewer main break, etc.) require contract, performance bond, prevailing wages, and insurance. Local, state and federal laws do not exempt these requirements during an emergency.~~

D. Inter-Governmental Cooperative Purchases

[RCW 39.34.030](#) allows the city to join with other governmental agencies for the purchase of supplies, equipment, or services. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "interlocal agreement") which must be approved by City Council. Contact the Contract Specialist for assistance through this process.

Prior to making a purchase under such an agreement, the city must ensure that the host agency complied with its own statutory contracting requirements and posted the solicitation online, and that the vendor agreed to the arrangement through the initial solicitation documents. ~~the procedure used by the agency that originally awarded the bid, proposal, or contract is allowable within the city's purchasing policy by using the. The originating agency must also have fulfilled one of two additional public notice requirements:~~

~~Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.~~

~~Provided an access link on the state's web portal to the notice.~~

The originating agency's procurement, advertisement, and contract documents should,

~~and the completed must~~ be saved with the city's contract documents.

The city may also make a bid call with another government entity as a joint purchase that complies with the procurement requirements of both jurisdictions. When practical, the city should include language in its solicitations that allows other public agencies to purchase from Anacortes' contracts, provided that other agencies provide similar rights and reciprocal privileges to the City of Anacortes.

~~The City Council must approve all Intergovernmental Cooperative Purchasing Agreements.~~

E. Pollution Control Facilities

Chapter ~~70A.210.110 70.95A RCW~~, relating to pollution control facilities and enacted in 1973, may offer an important exception to bidding requirements. The term "facility" is defined to mean "any land, building, structure, machinery, system, fixture, appurtenance, equipment or any combination thereof . . . which is used or to be used . . . in furtherance of the purpose of abating, controlling, or preventing pollution." "Pollution" is defined broadly to include water pollution, land pollution, solid waste disposal, thermal pollution, radiation contamination, or noise pollution. To exercise this exemption, the Project Manager must receive a written certification from the Department of Ecology, or applicable regulating agency, that the project is designed to abate, control, and/or prevent pollution. The Contract Specialist must be involved in this process.

F. Neighborhood "Self-Help" Projects

~~Without regard to competitive bidding laws for public works, the city may contract with a chamber of commerce, a service organization, a community, youth, or athletic association, or other similar association located and providing service in the immediate neighborhood, for drawing design plans, making improvements to a park, public square, other public spaces, or port habitat site, installing equipment or artworks, or providing maintenance services for such a project, or for a facility or facilities as a community or neighborhood project, or for an environmental justice stewardship or sustainability project, and may reimburse the contracting association its expense. The contracting association may use volunteers to whom no wage or salary compensation is paid in the project and provide the volunteers with clothing or tools; meals or refreshments; accident/injury insurance coverage; and reimbursement of their expenses. The city may contract with certain groups to do neighborhood improvement projects without regard to the competitive bidding laws. These groups include chambers of commerce, service organizations, community, youth, or athletic associations, or other similar associations located in and providing service to the immediate neighborhood. The contracting association may make park and recreation improvements, install equipment and artwork, and provide maintenance services while being reimbursed by the city for its expenses.~~ The consideration received by the city (the improvements, artwork, etc.) must be at least equal to ~~three-two~~ times the city's payment to the association. All payments

made by the city under the authority of this section for all such contracts in any one year shall not exceed ~~twenty-seventy~~-five thousand dollars or two dollars per resident within the boundaries of the city, whichever is greater.

G. State or County Construction or Repair of Streets²³

By passing a resolution, the City Council may authorize Skagit County to construct, repair, or maintain a city street. The city pays the “actual cost” of the work, with the payment being deposited in the county road fund. The state Department of Transportation may also provide engineering assistance road projects or do the actual construction. The state is reimbursed from the city’s share of the motor vehicle excise tax in the motor vehicle fund. Such agreements with the county or the state do not require competitive bids.

~~XV.~~XVI. ADDITIONAL/SPECIAL CONSIDERATIONS

When hiring anybody to do anything for the city, there are three main requirements that need to be met.

A. Certificates of Insurance

The contractor or consultant must furnish the city with a Certificate of Insurance, naming the City of Anacortes as primary and noncontributory **additional insureds with an additional attached endorsement**. Insurance requirements are determined by the City Attorney.

B. Washington State Contractor’s License

It is unlawful for the city to hire *anyone* to perform public work on our property that does not have a valid State of Washington Contractor’s License. If someone is not properly licensed, DO NOT HIRE THEM. You may look up a contractor to determine if they have a valid Contractor’s License at:

- [Department of Labor and Industries](#)
- [Department of Revenue](#)

C. City of Anacortes Business License

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.

A City of Anacortes business license is required for any business working inside the city

²³ [RCW 47.24.050](#)

~~limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. You may look up business licenses on the~~
Error! Hyperlink reference not valid.

~~XVI.~~XVII. DISPOSAL OF SURPLUS PROPERTY

The city has a separate policy for the disposal of surplus property. Refer to the [Fixed Asset Policies and Procedures](#) for more information.

~~XVII.~~XVIII. TRADE-INS

Trade-Ins are allowed on new purchases if approved by Legal and Finance in advance. Trade-Ins must be negotiated, documented at "Fair Market Value" by the Project Manager, and declared surplus ahead of time.

Fair Market Value can be obtained by finding comparable units that have been sold at online auctions, e.g. www.publicsurplus.com, www.ebay.com, www.rockanddirt.com, www.ironplanet.com or other online sources such as Edmunds.com, Kelley Blue Book, or NADA. www.govdeals.com is a good place to find auction results for comparables.

Trade-Ins may also be requested ahead of time in the Bid Specifications as a "Guaranteed Buy Back". Work with Legal if you would like to consider this option.

~~XVIII.~~XIX. SALES TAX AND USE TAX

A. Sales Tax

The City of Anacortes is not sales tax exempt. State law defines which activities are subject to the retail sales tax. Generally, all sales of tangible personal property to consumers for their own use are considered retail sales, as well as a variety of services.

Sales tax is "destination based" for shipped or delivered merchandise and is collected based on the location where the buyer receives or takes possession of the merchandise.

- Destination based tax does not apply to the sales of motor vehicles, trailers, semi-trailers, aircraft, watercraft, modular homes, manufactured and mobile homes, towing services, and florists. Sales tax is based on the seller's location even if the seller delivers the items to customers.
- Sales tax on services are coded to the location where they are performed.
- Over-the-counter (in person) sales are based on the location of the sale.

To look up tax rates, visit the Washington State Department of Revenue (DOR) [website](#).

B. Use Tax

Use tax is a tax on goods and certain services that are paid to the state when sales tax is owed but was not collected by the seller. For example, if the seller should have collected

sales tax on the sale, or sales tax is owed because the seller is out of state and does not collect Washington sales tax, the city still owes the tax and pays it to the state in the form of use tax. Use tax is destination based.

Use tax is due if:

- Goods are purchased in another state that does not have a sales tax or a state with a sales tax lower than Washington's. For example, items purchased from a business in Oregon to be used in Washington are subject to use tax.
- Goods are purchased from someone who is not authorized to collect sales tax. For example, purchases of furniture from an individual through a newspaper classified ad or a purchase of artwork from an individual collector.
- Goods are purchased out of state by subscription, through the Internet, or from a mail order catalog company. Some of these companies collect Washington's sales tax, but if the company from which you order does not, the city still must pay use tax.
- Personal property is acquired with the purchase of real property.

~~XIX.XX.~~

~~XX.XXI.~~ FREIGHT

A. Shipping Terms

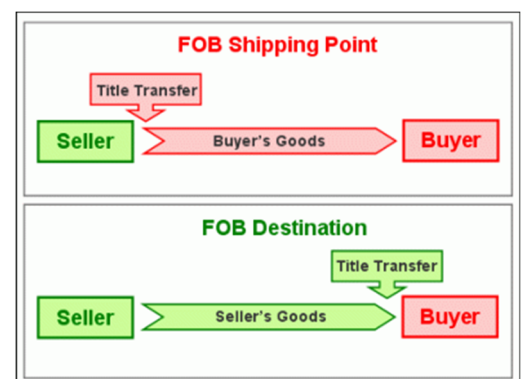
Whenever you are purchasing an item that will incur freight charges, always request that it be shipped Freight-On-Board (FOB) Destination, Freight Prepaid. What this means is that the vendor you ordered the merchandise from owns it until it reaches your door and there won't be a separate invoice for freight. If anything should happen to the merchandise during shipping, the vendor (not the city) is responsible for filing the claims with the carrier. FOB determines at what point the ownership transfers. If an item is FOB origin or shipping point, the city owns the merchandise from the point of shipping while it is in transit.

Freight Prepaid or Freight Collect refers to who is responsible for paying shipping charges - the city or the seller.

B. Receiving Freight

It is the responsibility of the individual who signs for the carrier's delivery receipt to properly receive all cartons they are signing for. Anyone who accepts and signs for receipt of goods, acknowledges that the item was received and accepted as delivered.

Get what you sign for



1. Confirm the package or carton is being delivered to the proper location.
2. Verify the number of cartons, crates or pieces is correct according to quantities on the packing slip.
3. Open packages and verify order is correct.

Damaged Cartons

Any person receiving freight must make a notation on the carrier's delivery receipt of apparent damage to packages. State the specific type of damage on the delivery receipt and obtain the driver's signature (not just initials) on your copy of the receipt.

Concealed Damage

If the shipment of goods received showed no sign of damage upon receipt, but damage to the contents is found upon opening, concealed damage exists.

1. Call the carrier immediately upon discovery of the damage and request an inspection. Notate the date and the person contacted.
2. Notify the vendor to file a claim.
3. All shipping cartons should be retained for inspection on any damage.
4. When making a request for an inspection, advise the carrier whenever possible what the value of the damaged goods is. If the value is less than \$50.00, most carriers will frequently waive inspection. Indicate person contacted on the claim form.
5. When an inspection is made, specific damages should be notated by both parties and signed by both on the inspection report. Send the report to the vendor and keep a copy for the city records.

~~XXI.~~ XXII. PAYMENTS

Inform all vendors to send invoice(s) to:

City of Anacortes

Accounts Payable

PO Box 547

Anacortes, WA 98221

360-299-1962

or by email to accountspayable@cityofanacortes.org

All questions regarding payments should be directed to the city Accounts Payable.

Invoices related to contracts are processed by the Contract Specialist.

The City of Anacortes offers EFT/ACH deposit for remittances. If a vendor would like to apply they need to complete the [EFT/ACH form](#) and return it to the City of Anacortes.

Accounts payable checks are paid on the next business day after approval at a regular

City of Anacortes City Council meeting.

A P-Card is an alternate way to pay for something. See the City's [policy](#) for details and requirements.

~~XXII.~~XXIII. APPENDICES

A. ~~Glossary~~Definitions

Bid

The executed document submitted by a bidder in response to an invitation to bid (ITB), a request for proposals, or a request for quotations.

Bid Bond

A bond or deposit submitted with a bid, for a sum not less than 5% of the bid amount (including sales tax). Designed to help ensure that a bid has been made in good faith and that the bidder will enter into a contract if a bid is accepted.

Bidder

A person or legal entity who submits a bid in response to a solicitation.

Change Order

Work that is added or removed from the original scope of work, as agreed upon in the contract signed by city and contractor before work began. As the work proceeds, either the city or the contractor decides a change is needed to be made to accommodate unforeseen factors. Change orders can be agreed to by the Project Manager but does not obligate any party until a contract modification is fully executed.

Contract

A verbal or written, legally binding mutual promise between two or more parties.

Contract Modification

Written modification to a contract (sometimes called an amendment). A modification may include one or more change orders and must be fully executed by both parties before it obligates the contractor to render services, or the city to pay for services rendered, in excess to the original contract.

Final Acceptance

Final acceptance occurs when the city formally accepts the work as complete, and it starts the clock for releasing retainage held on the contract. The Notice of Final Acceptance cannot be issued until all requirements of the contract have been met including, but not limited to:

- Intents to Pay Prevailing Wages and Affidavits of Prevailing Wages Paid for the contractor and any subcontractors have been approved by the Department of Labor and Industries
- Final invoice for the project received by the city
- The Project Manager has determined the contractor has completed the required deliveries or performed the required services
- All as-builts have been received by the city

Fully Executed

A document is fully executed when all parties have agreed to the terms and conditions by

signing and dating the document and initialing any changes.

Notice of Completion (NOC)

After final acceptance of any public works project over \$35,000, a public agency must file a NOC with the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD)²⁴. Each state agency must approve the NOC separately, at which point each agency will send a certificate of release certifying that all applicable taxes, premiums, and penalties have been paid. If DOR, L&I, or ESD report that there are unpaid taxes or fees, the agency must pay the missing amount to the state within 10 days and subtract it from the retainage²⁵.

Ordinary Maintenance

Ordinary maintenance is defined as maintenance work performed by the regular employees of the state or any county, municipality, or political subdivision created by its laws.

Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. The RFP procedure permits negotiation of proposals and prices, as distinguished from competitive bidding and a notice inviting bids. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award.

Request for Quotation/Qualification (RFQ)

A document generally used for obtaining a summary of qualifications from prospective providers of professional services.

Payment Bonds

The purpose of a payment bond is to guarantee that the Contractor shall “pay all laborers, mechanics and sub-contractors.”

Performance Bonds

The purpose of a performance bond is to guarantee that the Contractor shall “faithfully perform all provisions of the contract.”

Public Work

“Public work” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

Sealed Bid

A bid which has been submitted in a sealed envelope to prevent its contents from being revealed before the deadline for the submission of all bids.

Specifications

A description of what the purchaser seeks to buy or accomplish - and consequently what a bidder must be responsive to in order to be considered for award of a contract. May be a description of the physical or functional characteristics, or the nature of a supply or service. May also include a description of any requirements for inspecting, testing, or preparing a supply or service item for

²⁴ [RCW 60.28.051](#)

²⁵ [RCW 60.28.060](#)

delivery.

B. [Matrix of Contract Requirements – through 6/30/2024](#)

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intent & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$116,155	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$116,156+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$49,999	3+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver with 10% Retainage	Yes	Yes	If \$35K+
	\$50,000-\$249,999	All on Roster list or 5+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
	\$250,000-\$350,000	5+, must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$2,500	1+	No	No	No	No	No	No	No	No	No
	\$2,501-\$7,500	3+	No	No	No	No	No	No	No	No	No
	\$7,501+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$15,000	3+	No	No	No	No	No	No	No	No	No
	Over \$15,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

Matrix of Contract Requirements – effective 7/1/2024

Yes = REQUIRED; No = OPTIONAL

City of Anacortes Contract Requirements

	Estimated Cost	Quotes	Formal Bids	Advertisement & Public Bid Opening	Bid Bond	Council Approval	Retainage	Performance / Payment Bonds	Intents & Affidavits	Notice of Final Acceptance	Notice of Completion
Public Works											
Single Trade or Craft	\$0-\$75,500	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver for 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$75,501+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver with 10% Retainage if under \$150k	Yes	Yes	Yes
Multiple Trade or Craft	\$0-\$150,000	1+	No	No	No	If \$45K+	5%, or 10% with Bonds Waiver	Yes, or Waiver for 10% Retainage	Under \$2,500 use the no-fee Combined Form; \$2,500+ Yes	Yes	If \$35K+
	\$150,001+	Not allowed	Yes	Yes - 13 Days Before Bid Opening	Yes - 5% of Bid	Yes	5%, or 10% with Bonds Waiver if under \$150k	Yes, or Waiver for 10% Retainage if under \$150k	Yes	Yes	Yes
MRSC Small Works Roster (SWR)	\$0-\$150,000	enter into direct contracting under certain conditions as specified in RCW 39.10.908 <u>or</u> must solicit quotes from all on the appropriate roster	No	No	No	If \$45K+	Under \$5,000 – No retainage required; or 5%, or 10% with Bonds Waiver	•Yes, or •Under \$5k – not required, or •Waiver of bonds for 10% Retainage	Yes; Under \$5,000 – Combo Forms allowed	Yes	If \$35K+
	\$150,000-\$350,000	must notify all contractors on the roster list	No	No	No	Yes	5%	Yes	Yes	Yes	Yes
	Over \$350,000	Can't use SWR - See bid requirements above									
Materials, Supplies, Equipment (Unrelated to Public Work/Construction, Services, A/E)											
	\$0-\$10,000	1+	No	No	No	No	No	No	No	No	No
	\$10,001-\$40,000	3+	No	No	No	No	No	No	No	No	No
	\$40,001+	Not allowed	Yes	Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Vendor List	\$0-\$50,000	3+	No	No	No	No	No	No	No	No	No
	Over \$50,000	Can't use Vendor List - See bid requirements above									
Personal Services											
May Use MRSC Consultant Roster	Any Amount	1+	No	No	No	If \$45K+	No	No	No	No	No
Purchased Services											
	Any Amount	1+	No	No	No	If \$45K+	No	No	Possibly	No	No
Architectural and Engineering (A/E) Professional Services											
	Any Amount	Both a RFQ and RFP Required - NO Quotes or Bids Allowed		Yes - No Min # of Days	No	If \$45K+	No	No	No	No	No
MRSC Consultant Roster	Any Amount	RFP Required - NO Quotes or Bids Allowed		No	No	If \$45K+	No	No	No	No	No

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City Council Agenda Bill

Meeting Date: August 7, 2023 **Agenda Item:** 6.d.

Agenda Item Title: Resolution 3128: Authorizing the Mayor to Approve the Purchase of up to 5 Police Vehicles

Staff Contact(s): WIL LUDEMANN, DAVE FLOYD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Resolution
STEVE HOGLUND	
DARCY SWETNAM	

Item Summary: The dealership the City purchases its police vehicles from is expected to have a one day window for ordering police vehicles that will be paid for out of the 2024 budget. That ordering window is expected to be well before the 2024 budget is approved, likely in September of 2023. The lead time for these vehicles is currently 8-10 months, and vehicles are not paid for until they are delivered. If we are not given authority to order these cars during the September window, the city will not have another opportunity to order for another year, and the same conditions that now exist are expected to be in place a year from now, requiring the same advance approval.

Budget Impact:
Up to \$500,000

Previous Action: At the [December 5, 2022](#) meeting, City Council adopted [Resolution 3103](#) authorizing a levy lid lift ballot proposition. The Council discussed proposed Resolution 3128 at the [July 17, 2023](#) meeting.

Recommended Motion: I move to approve resolution 3128 authorizing the Mayor to approve the advance purchase of 5 police cars.

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

Attachments (listed in order presented):
1. Res 3128 authorize purchase PD vehicles

2. APD Vehicles

RESOLUTION NO. 3128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, AUTHORIZING THE MAYOR TO APPROVE THE ORDER PLACEMENT OF UP TO 5 POLICE VEHICLES, WITH A PRICE OF UP TO \$100,000 PER VEHICLE BEFORE THE NEXT FISCAL YEAR'S BUDGET IS ADOPTED BY CITY COUNCIL

WHEREAS, the voters of the City of Anacortes approved a levy lid lift with a millage of .3624 which was for the sole purpose of paying for an additional 8 firefighters and 5 police officers starting in fiscal year 2024, and

WHEREAS, the City will need an additional 5 vehicles to support those additional 5 officers, and

WHEREAS, the vendor that supplies the City's police vehicles is experiencing a tremendous demand for vehicles which has resulted in a very short purchase placement window that is anticipated to be one day, and

WHEREAS, that one day purchasing window is expected to be September 7th 2023, which is several months before the next fiscal year's budget will be approved by City Council, and

WHEREAS, the order of these 5 police cars will be placed using the Washington State contract #05816 for pricing and vendor, and a formal contract will be drafted immediately after the order is placed, and

WHEREAS, if the City waits to order vehicles until after the budget is adopted the vendor will no longer be taking orders for delivery in the year 2024, which will require the City to wait until the following year to order vehicles, and

WHEREAS, the lead time for receiving police vehicles is estimated to be 8 to 10 months from the time of order, which makes waiting to order vehicles an untenable option, and

WHEREAS, the vehicles will not be paid for until they are delivered so cash flow and cash position is not an issue for this ordering window.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that the Mayor is authorized to approve the order of up to 5 police patrol vehicles, at a cost of up to \$100,000 each, when the order window opens, which is estimated to be in the August to September 2023 timeframe, to order vehicles that will be paid for by the 2024 budget.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 7th day of August, 2023.

Matt Miller, Mayor

Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk / Treasurer

ID	Year	Manufactu	Model	Description	Purchase Date	Current Mileage	Life Cycle	Age	Avg miles/	Replace + Retained
D3	004A	2009 Toyota	Camry	Admin	1/15/2009	115761		15	14	
D36	006A	2003 Ford	Crown Vict	Crime Prev	5/21/2003	68518		7	20	
D6	008A	2019 Ford	Fusion	Detective	5/2/2019	16500		10	4	
D1	014A	2012 Toyota	Camry	Admin	3/24/2012	79,750		15	11	
D2	015A	2014 Toyota	Camry	Admin	2/3/2014	74,250		15	9	
D23	016A	2013 CHEVY	CAPRICE	PATROL VE	8/12/2013	76813	85000	7	10	10973.29
D20	017A	2013 CHEVY	CAPRICE	PATROL VE	8/12/2013	54444	85000	7	10	7777.714
D22	018A	2013 CHEVY	CAPRICE	PATROL VE	8/12/2013	101716	85000	7	10	14530.86 Retained in 23
D7	019A	2014 CHEVY	TAHOE	4x4 PATRO	2/13/2014	75044	120000	10	9	7504.4
D10	021A	2014 CHEVY	TAHOE	4x4 Detect	2/13/2014	42250	120000	10	9	
D37	022A	2013 Ford	Transit	Parking Enf	7/28/2014	23125		12	9	
D26	027A	2015 CHEVY	TAHOE	4x4 PATRO	9/10/2015	78023	120000	10	8	7802.3
D19	028A	2015 CHEVY	TAHOE	4x4 PATRO	9/10/2015	72170	120000	10	8	7217
D11	030A	2016 CHEVY	TAHOE	4x4 PATRO	3/3/2016	67259	120000	10	7	6725.9
D21	031A	2016 CHEVY	TAHOE	4x4 PATRO	3/3/2016	60954	120000	10	7	6095.4
D18	032A	2016 CHEVY	TAHOE	4x4 PATRO	3/3/2016	70726	120000	10	7	7072.6
D5	033A	2017 CHEVY	TAHOE	4x4 PATRO	3/28/2017	37413	120000	10	6	3741.3
D12	034A	2017 CHEVY	TAHOE	4x4 PATRO	3/20/2017	48278	120000	10	6	4827.8
D29	035A	2017 CHEVY	TAHOE	4x4 PATRO	3/28/2017	51354	120000	10	6	5135.4
D28	036A	2018 CHEVY	TAHOE	4x4 PATRO	3/7/2018	35855	120000	10	5	3585.5
D17	037A	2018 CHEVY	TAHOE	4x4 K9 VE-	3/7/2018	79201	120000	7	5	11314.43
D13	038A	2018 CHEVY	TAHOE	4x4 PATRO	3/7/2018	33984	120000	10	5	3398.4
D24	040A	2019 CHEVY	TAHOE	4x4 PATRO	8/13/2019	28318	120000	10	4	2831.8
D27	041A	2019 CHEVY	TAHOE	4x4 PATRO	8/13/2019	27353	120000	10	4	2735.3
D8	042A	2019 CHEVY	TAHOE	4x4 PATRO	#####	31180	120000	10	4	3118
D15	043A	2020 CHEVY	TAHOE	4x4 PATRO	4/14/2020	22418	120000	10	3	2241.8
D35	044A	2020 CHEVY	Silverado	Animal Cor	5/15/2020	8125		12	3	
D14	3001	2023 CHEVY	TAHOE	4x4 PATRO	3/13/2023	0	120000	10	0	0
	3002	2023 CHEVY	TAHOE	4x4 PATRO	3/14/2023	0	120000	10	0	0
	3003	2023 CHEVY	TAHOE	4x4 PATRO In Transit		0	120000	10	0	0

Assigned to Patrol - living on island

Assigned to patrol - living off island

Non-patrol assignment living on island

Living off island - Take home vehicle necessary due to job assignment

Vehicle no longer on ER&R schedule - retained as spare vehicle

Non-Patrol assignment - living off island (no take home vehicle)



City Council Agenda Bill

Meeting Date: August 7, 2023 **Agenda Item:** 6.e.

Agenda Item Title: Interlocal Agreement with Skagit County for EDA Fiber Expansion Project Funding #23-013-FBR-003

Staff Contact(s): JAMES LEMBERG , Emily Schuh

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

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement 23-013-FBR-003 with Skagit County, under which the City will receive a maximum of \$500,000 for the EDA Fiber Expansion Project.

Background: The City of Anacortes applied for and was awarded a \$500,000 grant from Skagit County's Economic Development Public Facility grant application process. This project is funded by Skagit County's Economic Development Public Facilities Distressed/Rural County Sales and Use Tax. To accept the terms of the grant the City needs to enter into an interlocal agreement with Skagit County. The grant proceeds will be used to help fund the continued deployment of the backbone portion of the City's fiber optic project.

The grant application required per RCW 82.14.370(3)(a) that the project be aligned and incorporated into the City's Comprehensive Plan and the City's Capital Facilities Plan. Both the City's Comprehensive Plan and the City's Capital Facilities Plan seek to increase fiber optic connectivity as a means of increasing economic development in Skagit County.

Key Terms:

- The County will compensate the City a maximum of \$500,000.
- Work on the project shall be substantially complete and contract shall expire August 31, 2025.

Budget Impact:

Other Party	Skagit County
Agreement Amount	\$500,000.00
BARS #	001.260.374.07.00
Start Date	Execution
End Date	8/31/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 23-013-FBR-003 between the City of Anacortes and Skagit County.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 23-013-FBR-003
2. EDA Map

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND CITY OF ANACORTES
EDA FIBER OPTIC EXPANSION**

THIS INTERLOCAL AGREEMENT is entered into this _____ day of _____, 2023 between Skagit County, Washington (the "County") and City of Anacortes (the "Recipient") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT, and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370.
2. Scope of Work: Recipient will only use the funds distributed under this agreement as allowed by RCW 82.14.370 and only for the Public Facility Project described in Recipient's Economic Development Application, which is attached to this document as Exhibit "A".
3. Payment: County will compensate Recipient a maximum of \$500,000, chargeable to GL expenditure code # 342 58502xx4109. Recipient shall submit an invoice describing the use of funds to be distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees to return any and all funds provided under this agreement, including any penalties and interest, if the Recipient uses the funds outside the limitations set forth in Paragraph 2.
 - 4.1. Use of funds outside the limitations in Paragraph include (A) any finding, by the county or other state or federal agency, that the funds distributed pursuant to this agreement violate any state or federal laws or regulations, and (B) Recipient using the funds for a purpose other than what was originally described in its application of funds.
 4. If there is a finding as described in Paragraph 4.1(A), Recipient agrees to hold County harmless and indemnify County for any losses arising from the County distributing such funds to the Recipient contrary to state or federal law.
5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is

an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

6.1 The County's representative shall be the Budget and Finance Director:

Trisha Logue
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

6.2 Recipient's representative shall be Administrative Services Director:

Emily Schuh
PO Box 547
Anacortes, WA 98221

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Recipient insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials,

employees or volunteers shall be excess of Recipient's insurance and shall not contribute to it.

8. This Agreement shall become effective upon execution per Resolution No. R20230151. Work on the project shall be substantially complete and contract shall expire August 31, 2025. For the purposes of this paragraph, the term "substantially complete" shall mean "when the contract work has progressed to the extent that the Recipient has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract." Upon termination of this Agreement, all property acquired by the Recipient shall remain the Recipient's property, with no obligation to pay the County therefore.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor

and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or

violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves the right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

City of Anacortes

Signature

(Date _____)

Matt Miller

Print Name

Mayor

Title

Mailing Address:

904 6th Street

PO Box 547

Anacortes, WA 98221

Telephone No. 360-293-1900

Fed. Tax ID # 91-6001227

Contractor Lic. #. N/A

DATED this ____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Lisa Janicki, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Exhibit A



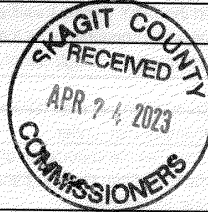
Economic Development Public Facility Project Application

Board of County Commissioners · 1800 Continental Place · Mount Vernon WA 98273

voice 360-416-1300 · www.skagitcounty.net

Part 1 Applicant Information

Organization City of Anacortes
Address PO Box 547
Primary Contact Emily Schuh
E-mail Address emilys@cityofanacortes.org



State WA Zip 98221
Phone (360) 299-1941

Part 2 Project Information

RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Project Name EDA Fiber Optic Expansion Project

Location Anacortes, WA

Project Type Telecommunications Infrastructure

Start Date 5/1/23

Description The City of Anacortes seeks a \$500,000 grant to expand the fiber optic network in Anacortes which will further increase broadband connectivity throughout Skagit County. The City of Anacortes is currently interconnected with the City of Burlington and the City of Mount Vernon. The EDA Fiber Optic Expansion project will pass 1,815 premises. The project requires installation of 113,000 feet of underground conduit/cable and 31,000 feet of aerial backbone cables in addition to setting 450 underground vaults and 385 underground handholes. When the project is complete the City will be able to provide access to high-speed fiber internet to each of the premises passed.

In 2004, Skagit County commissioned a study on the impact of fiber optic broadband services and economic development in Skagit County. <https://www.skagitcounty.net/Departments/BudgetFinance/fiberprojectmain.htm> Significant progress has been made since 2004 and this project continues that goal of expanding fiber optics to support economic development.

The EDA Fiber Optic Expansion construction project is shovel ready. The design is complete, and the request for proposals for materials will be released in May 2023. The project will include (1) digging a trench at the edge of the paved roadway approximately 12 inches wide and 18 inches deep, (2) placing a 2-inch conduit in the trench, (3) restoring the trench and pavement, (4) placing underground vaults and handholes, (5) pulling fiber optic cables through the conduit, vaults, and handholes, (6) placing passive outdoor fiber distribution closures, and (7) restoring sidewalk panels. The aerial work will require (1) placing steel strand between existing utility poles, (2) lashing fiber optic cable to the strand, (3) placing aerial cable storage devices, (4) placing risers on existing utility poles, and (5) pulling fiber optic cable through risers.

Constructing fiber in the Light Commercial, Commercial Marine, Industrial, Marine Mixed Use, and Commercial land zones will provide the necessary fiber optic infrastructure to provide opportunities for businesses therein creating jobs. Fiber will be available to businesses and buildings in areas where previously connectivity was cost prohibitive or not available at all.

Use of funds The requested funding amount includes construction of the telecommunications infrastructure.

PROJECT DETAIL PERCENTAGE & ESTIMATED COSTS

Right of Way Acquisition 0% \$0
Design 0%, \$0
Construction & Materials 0% \$500,000
Construction Management 0%, (in house) \$0

Part 3 Required Resources

Provide a budget that shows a breakdown of project costs. Please also provide a breakdown of current and proposed funding that clearly illustrates the total funding required for the project listed by individual funding source, including any money from the Public Facilities fund. Specify any conditions attached to any funding sources.

Budget	Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Skagit County (not to exceed \$500,000)	\$	
	Amount primary sponsor/organization is contributing to the project	\$	
	Other Funding Source:	Economic Development Administration's 2020 Public Works and Economic Adjustment Assistance Program	\$ \$2,253,731.00
	Total Project Cost	\$	

Comments The EDA Fiber Expansion Project is not fully funded. The City needs to secure long term debt financing to complete the project. This City is seeking this grant to offset 9.2% of the total cost of the project.

Part 4**Growth Management**

Planning Per RCW 82.14.370(3)(a), the project must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans.)

This project is aligned and incorporated into the City's Comprehensive Plan and the City's Capital Facilities Plan which both seek to increase fiber optic connectivity as a means of increasing economic development in Skagit County.

The City of Anacortes' Comprehensive Plan (Ordinance 2982 Updating of the Comprehensive Plan under RCW 36.70A.130(5)(b) specifies the importance of broadband fiber infrastructure and the EDA Fiber Optic Expansion Project aligns with the plan's goals and policies.

GOAL ED-1. Balanced Economy.

Foster a balanced, diversified and sustainable local economy that contributes to Anacortes's high quality of life.

- Policy ED-1.14: Provide state of the art broadband infrastructure, including high-capacity fiber optic cable, for business, education, public affairs, and consumer uses.

GOAL CF-1. Support Existing Development and Future Growth.
Provide capital facilities and public services necessary to support existing and new development envisioned in the land use element.

- Policy CF-1.11: Evaluate the feasibility of the City providing broadband services. A. Conduct a fiber-optic infrastructure feasibility study and business model analysis. B. Author and work toward implementation of a Broadband Strategic Plan which describes in detail the technology and economic context and outlines the community's options and intended plan to address its broadband needs.

GOAL U-1. Quality Utility Services.

Facilitate provision of quality utility services throughout Anacortes to meet the needs of residents and businesses.

- Policy U-1.5. Explore options for improving telecommunication services in Anacortes, with high speed internet being a high priority, including potential development of a broadband/fiber master plan and policies requiring installation of conduit where needed

The City of Anacortes Capital Facility Plan (Ordinance 4033: Adopting the City of Anacortes Capital Facilities Plan (CFP) for the 6-year period 2023-2028) includes this municipal fiber broadband project. The EDA Fiber Optic Expansion project is included in the CFP
<https://stories.opengov.com/anacorteswa/published/Z4Y9W0A9F>

Project location Incorporated Area

Zoning Industrial, Marine Mixed Use, Commercial Marine, and Residential- Low density, Medium density, & High density.

Part 5		Value Proposition		
Business	Is this project supportive of a specific business? If so, how many? Please provide names of businesses if known. As of April 2023, the City has received 37 orders for fiber internet business service in the EDA Fiber Optic Expansion area. This number is expected to grow as the service becomes available.			
Jobs	Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs. Constructing fiber in the Industrial, Marine Mixed Use, and Commercial Marine zoned areas will provide the necessary fiber optic infrastructure to provide opportunities for businesses therein creating jobs. Fiber will be brought directly to businesses and buildings in areas where previously connectivity was cost prohibitive or not available at all. For example, MJB Properties is investing \$200 million dollars in a portion of the area that will be covered by the EDA Fiber Optic Expansion Area. That development alone is projected to create 50 jobs for the community.			
Job Detail	Provide information on the following: (a) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, as the result of the project. Please be specific as possible. Generic information may not be scored. Do not include any construction-related jobs.			
		Jobs/FTEs Retained	Jobs/FTEs Created 1-3 Years	Jobs/FTEs Created 4 Years
	Number of Jobs/FTEs	9	25	49
	Average Wage/FTE	55.33	60.00	75.00

Part 6		Project Timelines		
Timeline	Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date. Intent to Bid Materials Contract Released May 2023 Materials Contract Awarded June 2023 Intent to Bid Construction Contract Released December 2023 Construction Contract Awarded January 2024 Backbone Construction Underway February 2024 - August 2025 Customer Installations Begin Fall 2024			
Phasing	If this is a phased project, for which phase are you applying for funding? The EDA Fiber Optic Expansion Project is Phase 4 of a 5-phase project. This Phase of the larger project deploys a gigabit passive optical network over which fiber broadband service is offered to 1815 businesses and homes within the Anacortes city limits. Phases 1 and Phase 2 are complete and Phase 3 (expansion of the Guemes View area) construction will be complete in July 2023. Currently completed phases of the larger project pass 60% of the residences and businesses within the city. Once Phase 3 (Guemes View) is complete the larger project will pass 71% of all city premises. Phase 5 of the larger project will extend the fiber optic network in the City's Urban Growth Area along the HWY 20 corridor.			
Completion	By what date will the project (or this phase) be complete? Funds will lapse and may not be spent after this date. 8/31/25			
Efforts So Far	Summarize efforts taken to date regarding the project. What planning has taken place? Have engineering reports and feasibility studies been prepared? If so, describe them. As a result of undertaking similar projects, the City's Fiber Division has established processes and relationships in place to successfully see this project to completion in addition to meeting regulatory requirements in accordance with federal funding project mandates. The City has submitted to the EDA Evidence of Good Title, that the City has acquired good and marketable title to land, free of all encumbrances, to all real property necessary for completion of the project, as well as necessary rights-of-way, easements, state or local government permits, or long-term lease interests necessary for the completion of the project, in accordance with 13 CFR part 314. This includes but is not limited to: Right of way and construction permits A master pole attachment agreement with Puget Sound Energy National Environmental Policy Act (NEPA) assessment National Historic Preservation Act (NHPA) assessment Determination that project is exempt for State Environmental Policy Act (SEPA); National Environmental Policy Act (NEPA); and National Pollutant Discharge Elimination System (NPDES) The City's completed design plans for the project area (including both the underground and aerial deployments) have been reviewed by a Professional Engineer. The City has staff trained and prepared to complete the project management, fiber splicing, and customer installations. The City has received orders from 800 potential customers in this project area.			

Part 7

Action Plan

What quantifiable measures are you going to track to measure the success of the project?

The EDA Fiber Optic Expansion Project construction involves the installation of 113,000 linear feet of underground fiber and 31,000 feet of aerial fiber in addition to the placement of 450 underground vaults and 385 underground handholes.

The quantifiable measure that we will use to track the success of the project will be the accomplishment of these construction tasks:

For the underground portion:

1. Digging a trench at the edge of the paved roadway approximately 12 inches wide and 18 inches deep.
2. Placement of a 2-inch conduit in the trench,
3. Restoration of the trench and pavement,
4. Placement of underground vaults and handholes,
5. Pulling fiber optic cables through the conduit, vaults, and handholes,
6. Placing passive outdoor fiber distribution closures, and
7. Restoring sidewalk panels.

For the aerial portion:

1. Placement of steel strand between existing utility poles,
2. Lashing fiber optic cable to the strand,
3. Placing aerial cable storage devices ("snowshoes"),
4. Placing risers on existing utility poles, and
5. Pulling fiber optic cable through risers.

The qualitative measure that we will use to track the success of the project addresses the project's economic development and will measure the number of customers who connect to the City's fiber internet service. As of April 2023, the City has received 800 pre-orders for service in the EDA Fiber Optic Expansion area. This equates to a 44% take rate.

Part 8

Miscellaneous

Include information related to the project, if any, that would assist the Economic Development Advisory Committee and the Board of County Commissioners in evaluating the funding request, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc.

The EDA Fiber Optic Expansion project aligns with Skagit County's desire to expand fiber optic access throughout the county as a means of economic development. This shovel ready project is the fourth phase of a five phase project and the City has a proven record in designing, constructing, and installing fiber optic telecommunication systems.

Part 9

Presentation

Name(s) of presenter(s) for the project

Emily Schuh

Part 10

Applicant Certification

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the provisions and restrictions in each part above and will comply with all provisions thereof.

Signature online / e-signature

Printed Name Emily C. Schuh

Date 05/17/2023

Title Administrative Services
Director



Skagit County Economic Development Public Facility
Project Presentation

**CITY OF ANACORTES
EDA FIBER OPTIC EXPANSION
GRANT APPLICATION**

June 2023



PROJECT INFORMATION

- City sought \$500,000 grant to expand fiber optic network in Anacortes
- Projected project cost \$5.445M
- Passes 1815 premises
- Installs
 - 113,000 of underground fiber conduit/cable
 - 31,000 feet of aerial fiber conduit
 - 450 underground vaults
 - 385 underground handholes





City Council Agenda Bill

Meeting Date: August 7, 2023 **Agenda Item:** 6.f.

Agenda Item Title: Contract Award – EDA Fiber Expansion Project - Materials #23-013-FBR-001

Staff Contact(s): Emily Schuh, JAMES LEMBERG

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$778,962.22 to WBE Technologies LLC to provide the materials for the EDA Fiber Expansion Project. The materials to be purchased under this contract are for the City's fiber project that began in 2019 and offers affordable high-speed broadband service to residences and businesses within the Anacortes city limits. The phase of the project for which these materials will be used is best described as areas other than the Pilot, West End, and Guemes View areas. This project phase will pass slightly over 1,800 premises. The major items to be purchased under this contract are conduit, vaults, passive fiber optic distribution boxes, and fiber optic cables.

Background:

1. **History:** Council approved Resolution 2013 on May 29, 2018, directing that a business plan be developed for a fiber optic network to provide high-speed internet service to City residents and businesses. Council then approved slightly over \$3.1 million in the 2019-20 biennial budget for construction and operation of such a fiber optic network in three pilot areas. In subsequent years, Council has approved Fiber Division budgets that have included funds for continued deployment of the City's fiber project.
2. **Key Terms:**
 - Contract is for a fixed price of \$778,962.22, which includes \$63,004.30 in sales tax.
 - All goods must be received by 12/31/23.
3. **Competitive Bidding:** On July 13, 2022 the City [solicited bids](#) for the subject

project and on July 27, 2023 a bid opening was conducted and 7 responsive bids were received. WBE Technologies LLC was determined to be the lowest responsible bidder. Bid results are provided as an attachment hereto.

Budget Impact:

Supplier	WBE Technologies LLC
Contract Amount	\$778,962.22
Earmarked Funds	\$7,830,000.00
BARS #	001.260.594.32.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/2023

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-013-FBR-001 with WBE Technologies LLC in the amount of \$778,962.22 to provide the materials for the EDA Fiber Expansion Project, pending contract approval by the Economic Development Administration.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-013-FBR-001
2. Bid Tabulation
3. WBE Technologies bid with corrected prices - includes quantity changes
4. EDA Expansion Area



CONTRACT #23-013-FBR-001
EDA Grant Award #07-01-07745
Between
THE CITY OF ANACORTES
AND
WBE TECHNOLOGIES LLC

EDA FIBER EXPANSION PROJECT – MATERIALS

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and WBE Technologies LLC, a private company at 15301 NE 90th St, #Q-130, Redmond, WA 98052 (herein after referred to as "Supplier").

1. **Scope of Work.** The Supplier shall furnish and deliver goods in accordance with and as described in the City of Anacortes document entitled "Invitation to Bid EDA Fiber Expansion Project – Materials #23-013-FBR-001" issued July 13, 2023, which is hereby incorporated by reference and made a part hereof.

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

3. **Price and Payment Terms.** The Total Contract Price is **Seven Hundred Seventy-Eight Thousand Nine Hundred Sixty-Two Dollars and Twenty-Two Cents (\$778,962.22)**. The Supplier's bid schedule is incorporated by reference and attached hereto as Exhibit A.

4. **Contract Term.** The contract term is from full execution through delivery and full acceptance by the City of all equipment and materials.

5. **Acceptance.** Supplier acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other Contract relating to the provision of goods and/or related services by Supplier. 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.

6. **Warranty.** Supplier shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Supplier expressly agrees that it will be responsible for performing all warranty obligations set forth in the Invitation to Bid. Supplier also warrants that the Goods and/or Services will conform to the Specifications, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as specified in the Specifications, whichever is later. In no event shall Supplier be allowed to disclaim or otherwise limit the express warranties set forth herein. In addition, the Supplier 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 Supplier's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

7. **Warranty Remedies.** City shall notify Supplier if any of the Goods and/or Services fails to meet the warranties set forth in the Invitation to Bid, and Supplier shall promptly correct, repair or replace such Goods and/or Services at Supplier's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Supplier. Supplier shall pay all expenses related to the return of such Goods to Supplier.

8. **Supplier Bears Risk.** The risk of loss or damage shall be borne by Supplier at all times until the acceptance of the Goods or Services by City

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

10. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, and Contract Number. The Vendor must allow 30 calendar days from receipt of the invoice for payment. The City will only pay for goods received and accepted. 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. Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution.

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

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

12. **Final Payment: Waiver of Claim.** The Supplier's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the Supplier as unsettled at the time request for final payment is made.

13. **Defense and Indemnity.** The Supplier 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 the Contract, except for injuries and damages caused by the sole negligence of the City.

14. **Insurance Requirements**

A. Insurance Term: The Supplier shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

B. No Limitation: The Supplier's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Supplier 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 Supplier shall obtain Commercial General Liability insurance that shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Suppliers Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. Minimum Amounts of Insurance: The Supplier shall maintain Commercial General Liability insurance that shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision: The Supplier's Commercial General Liability insurance policy or 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 Supplier's insurance and shall not contribute with it.

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

G. **Verification of Coverage:** The Supplier shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the City.

H. **Notice of Cancellation:** The Supplier shall provide the City with written notice of any policy cancellation, within One business days of their receipt of such notice.

I. **Failure to Maintain Insurance:** Failure on the part of the Supplier 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 Supplier 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 Supplier from the City.

J. **City Full Availability of Supplier Limits:** If the Supplier 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 Supplier, irrespective of whether such limits maintained by the Supplier 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 Supplier.

15. 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 Supplier shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Supplier 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 Supplier may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Supplier 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 Supplier of their obligations or responsibilities under the Contract.

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

17. **Assignment/Subcontract.** Supplier shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of City. No such written approval shall relieve the Supplier of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Supplier. Supplier shall remain liable as between the original parties to this Contract as if no such assignment had occurred.

18. **Supplier is an Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. No agent, employee or representative of the Supplier shall be deemed to be an agent, employee or representative of the City for any purpose. Supplier shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Contract.

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

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

21. **The City's Right to Terminate Contract.**

A. **Termination for Default:** If the Supplier defaults by failing to perform any of the obligations of the Contract 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 Supplier in the U.S. mail, postage prepaid, terminate the Contract, and at the City's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Supplier shall not be entitled to receive any further payments under the Contract until the Scope of Services under this Contract 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 Supplier. The Supplier 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 Supplier 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 Contract 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 Contract is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit Contract prices for completed items of work through the date of termination. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the City.

22. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this Contract, and Supplier 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 Contract. 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 Supplier to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Contract is approved in writing by both parties.

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

24. **Covenant Against Contingent Fees.** The Supplier warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

25. **Disputes**

A. **General:** Differences between the Supplier and the City, arising under and by virtue of this Contract 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 Contract.

B. **Notice of Potential Claims:** The Supplier 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 Supplier 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

Supplier 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. Supplier 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 Supplier 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 Supplier 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 Supplier arising out of this Contract, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this Contract. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

26. Force Majeure. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; 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 Supplier shall have no recourse against the City.

27. Governing Law. This Contract shall be governed by and construed under the laws of the State of Washington. Any action brought under the Contract or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

28. Compliance with Laws. The Supplier in the performance of this Contract 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 Contract to assure quality of services.

29. Severability. If any term or condition of this Contract 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 Contract are declared severable.

30. Survival of Contract Termination. The provisions of the following paragraphs and the liability of the Supplier 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; Disputes; Defense & Indemnity.

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

CITY:

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

SUPPLIER:

WBE Technologies LLC
Steve Ewart
15301 NE 90th St, #Q-130
Redmond, WA 98052

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

CITY OF ANACORTES

WBE TECHNOLOGIES LLC

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

TO: City of Anacortes
(City or Owner):

FROM: Bidder: WBE TECHNOLOGIES, LLC

PROJECT: 23-013-FBR-001

1. GENERAL

The undersigned Bidder, having reviewed the Invitation to Bid (ITB) for the purchase of materials for the EDA Fiber Expansion Project, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with Owner to provide the goods as specified and within the contract time indicated in this bid for an amount computed upon the basis of the goods to be provided at the following prices.

2. LIMITATION OF DAMAGES

The Bidder:

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

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

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

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

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

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

3. BIDDER'S REPRESENTATIVE: The Bidder's Representative identified below is an officer of the company and is fully authorized to represent the Bidder in any and all matters related to its Bid.

4. IRREVOCABLE OFFER PERIOD: The undersigned Bidder understands and acknowledge that the offer submitted as your Bid is firm and irrevocable for EDA Expansion Backbone Materials listed in Attachment A from the City's close of business on the Bid Submission Date until 180 days after the Bid Opening Date.

5. SCHEDULE: The City requires that the successful Supplier order components immediately upon contract issuance and that the Supplier will diligently pursue acquisition of required components as bid. **The City requires delivery by 12/31/2023.** If, after a delivery date has been agreed to by both parties, a component is delayed for reasons beyond the Suppliers control, a brief description of the delay shall be provided to the City within 2-working days of their notification. The City will have to right to investigate and may purchase the component through a separate Supplier, if available, without penalty.

6. NEW AND UNUSED: All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

11. SPECIFICATIONS

The City of Anacortes requests bids for the purchase of new/unused EDA Fiber Expansion Project Materials as specified in Attachment A.

12. WARRANTY

The Supplier shall warrant each item ("Goods") to be of good material and workmanship and to promptly replace any part or parts which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident, for a minimum of two (2) years from the date of delivery, unless otherwise stated. Any manufacturer's consumer warranty for goods provided by the Supplier shall be passed through to the City. The Supplier shall provide manufacturer's warranty information (terms and conditions, provider, etc.) to the City with all goods at the time of delivery. The Supplier 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 the event the Supplier does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Supplier. 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 Supplier, in which case the cost of corrections shall be paid by the Supplier.

Notwithstanding the foregoing, if such Goods and/or services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Supplier. Supplier shall pay all expenses related to the return of such Goods to Supplier.

When corrections of defects are made, the Supplier shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by City. This guarantee is supplemental to and does not limit or affect the requirements that the Supplier's work comply with the requirements of the Contract or any other legal rights or remedies of the City.

Unless otherwise agreed to in writing; Supplier shall bear the cost of all transportation associated with warranty repairs. If Suppliers location is outside of Skagit County, Supplier shall supply the name of the local factory authorized repair facility.

13. DELIVERY REQUIREMENTS

Freight Prices under this Bid shall cover delivery Freight-On-Board (FOB) Destination, Freight Prepaid to Anacortes Operations Facility, 2201A 37th St, Anacortes, WA 98221, Attn: Joe Edwards No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. City will accept partial deliveries with undelivered/back-ordered items and quantities clearly stated on the packing list that accompanies the partial shipment. Advance coordination of the work shall be made with the Project Manager Jim Lemberg (360) 360- 588-8360.

The Supplier shall:

- A. Deliver the items specified on the Contract to the designated FOB Point, as Freight-On-Board (FOB) Destination, Freight Prepaid within the time specified by the City. Timely delivery is of the essence to this Contract.
- B. When shipping item(s) to the City, Supplier shall obtain shipping insurance for the value of the item(s) through the shipping carrier with pre-approval of and at the cost of the City.
- C. Ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm).
- D. Provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.
- E. Be liable for all risks for the item(s) until accepted by the City. The Supplier is responsible for any freight charges incurred in delivering the item(s) to the FOB Point. A representative of the City will sign the Supplier's delivery ticket to acknowledge receipt of the item(s) by the City. Unless the Supplier receives such signature, the City shall not be responsible for the receipt of the item(s). The City retains the right to inspect the delivered item(s) prior to acceptance and shall not accept item(s) that do not conform to the requirements of this Contract.

7. SCOPE: Delivery of EDA Fiber Expansion Project Materials listed in Attachment A. Any Manufacturer's name and model called out in this bid is intended to set the quality and design of equipment desired and is not meant to limit bidding on products of equal quality. Any exceptions to or deviations from the specifications set forth in the bid must be clearly described in the bidder's proposal and meet the requirements of Section 10. Alternative Products.

8. BUY AMERICA PROVISION: To the greatest extent practicable, providers are encouraged to supply American made equipment and products.

9. THE SECURE NETWORKS ACT/PROHIBITED EQUIPMENT: Section 1.50002 of the Commission's rules directs the Public Safety and Homeland Security Bureau to publish a list of communications equipment and services (Covered List) that are deemed to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons, based exclusively on any of four sources for such a determination and that such equipment or services possess certain capabilities as enumerated in section 2(a) of the Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified as amended at 47 U.S.C. §§ 1601-1609). Pursuant to the Commission's rules, the Public Safety and Homeland Security Bureau will maintain this list on the Commission's website at <https://www.fcc.gov/supplychain/coveredlist>, and will monitor the status of any determinations in order to update the Covered List. More information on how the Covered List is compiled and updated can be found in the Commission's rules at 47 C.F.R. § 1.50000 et seq. The City will not accept any equipment, supplies, or services that are included on the Covered List.

Specifically the City will not accept any equipment prohibited by 2 C.F.R § 200.216 including those manufactured or sold by:

- a) Dahua Technology Company
- b) Hangzhou Hikvision Digital Technology Company
- c) Huawei Technologies Company
- d) Hytera Communications Corporation
- e) ZTE Corporation
- f) Any subsidiary or affiliate of the above

10. ALTERNATIVE PRODUCTS: These specifications are intended to be precise where a specific make, model, or trade name is requested, but the City is open to equal alternatives. Whenever a make, model or trade name is used, it shall be that or the equal or the approved equal. The equal or the approved equal means that make, model or trade name will be given consideration if they fulfill the same performance requirements. The City reserves the right to make the decision on acceptability. The specifications set forth herein are for the purpose of establishing the type of material, equipment, components, accessories and appurtenances desired and not to exclude any equal, similar models or makes of a reputable manufacture.

Performance, product and other appropriate characteristics shall meet or exceed those of particular manufacturer (make and model number) if any are described in the bid response section or in any specifications, if attached, to this Invitation to Bid. The Supplier shall furnish any additional pertinent information that will assist the City in evaluating the particular equipment if a submittal is made for any product that differs from what the City has specified.

If Supplier's proposed equipment deviates from the specifications of this Invitation to Bid in any way, the Supplier must include along with their submittal, specifications of Supplier's proposed equipment, clearly detailing deviation(s). It remains the Supplier's responsibility to provide a unit that meets all bid specifications.

If awarded a contract in connection with this Invitation to Bid, any unit that is shipped that does not conform to the exact specifications, or City approved equals, may be rejected and it will be the responsibility of the Supplier, manufacturer and/or Supplier to conform with the requirements unless deviations have been specifically cited by the Supplier and acceptance made by the City on the basis of exception. If the materials, supplies or equipment provided does not meet the specification criteria, it will be returned to the Supplier at the Supplier's expense with no cost or penalty to the City of Anacortes whatsoever.

NOTICE: Bidders are required to enter a bid price for every item on the bid schedule below in order for the bid to be considered valid and responsive.

14. BID SCHEDULE

Line Item	Preferred Mfr's Part Number or Generic Description	Unit of Measure	Quantity	Unit Price	Extended Price	Estimated Days From Receipt of Order to Shipment
1	12PRTSCAOSP1X85A	each	400	215.50	86,200.00	4-6 wks
2	SCAXX-DROP-001F250F3R	each	77	61.00	4,697.00	4 wks
3	SCAXX-DROP-001F500F3R	each	102	105.00	10,710.00	4 wks
4	SCAXX-DROP-001F750F3R	each	93	150.00	13,950.00	4 wks
5	SCAXX-DROP-001F1000F3R	each	71	194.00	13,774.00	4 wks
6	SCAXX-DROP-001F1250F3R	each	31	245.00	7,595.00	4 wks
7	SCAXX-DROP-001F1500F3R	each	30	298.00	8,940.00	4 wks
8	SCAXX-DROP-001F2000F3R	each	5	387.00	1,935.00	4 wks
9	HDP200LSDR011SWORGORGOMPT DXSRS96M02500	foot	176,000	1.31	230,560.00	4 wks
10	20001870	each	1,500	.65	975.00	4 wks
11	BULKU3048360013433	each	52 52	746.00	38,972.00	10-12 wks
12	BULKU1730240011433	each	424 424	274.50	116,388.00	4-6 wks
13	BULKU1730240061433	each	8 8	460.00	3,680.00	4-6 wks
14	SGLB01211011	each	432 432	55.94	24,166.08	4 wks
15	Copper ground rod, 5/8" x 96"	each	48	19.13	918.62	2 wks
16	Copper acorn nut, 5/8"	each	48	1.85	88.80	2 wks
17	#6 grounding wire, 500-ft roll	each	2	360.00	720.00	2 wks
18	AT-3BEH2YT-048 or AT-3CEH2YT-048	foot	30,000	.53	15,900.00	6-8 wks
19	AT-3BEH2YT-096 or AT-3CEH2YT-096	foot	12,000	.86	10,320.00	6-8 wks
20	AT-3BEH2YT-144 or AT-3CEH2YT-144	foot	5,500	1.24	6,820.00	6-8 wks
21	AT-3BEH2YT-288 or AT-3CEH2YT-288	foot	9,000	2.06	18,540.00	6-8 wks
22	FOSC450-D6-6-NT-0-D6V	each	61	443.17	27,033.74	4-6 wks

Line Item	Preferred Mfr's Part Number or Generic Description	Unit of Measure	Quantity	Unit Price	Extended Price	Estimated Days From Receipt of Order to Shipment
23	915167-000	kit	70	34.00	2,380.00	4-6 WKS
24	426579-000	kit	35	28.20	1,015.20	4-6 WKS
25	Utility pole crossarm, 4.625" x 3.625" x 60" and mounting hardware	each	10	270.00	2,700.00	4-6 WKS
26	Screw anchor, 3/4" rod, 66" length, capable of holding 8000 lbs tension	each	81	38.48	3,116.88	4 WKS
27	Conduit, 4" diameter, schedule 40, grey for UV resistance, 20-ft lengths	each	84	175.00	14,700.00	4 WKS
28	Innerduct for 4" conduit in item 27, 1.25"	foot	5,040	.55	2,772.00	4 WKS
29	Split duct, 4" diameter, 10-ft length	each	26	13.18	342.68	4 WKS
30	Sweep for 4" split duct (item 29 above), 90 degree, 36" radius	each	13	121.95	1,585.35	4 WKS
31	WSO-W-1011-16	each	220	42.75	9,405.00	2 WKS
32	PS 1100 4 EG or PS-1100-AS-4-EG	each	220	5.25	1,155.00	2 WKS
33	OCFH288CADNACA2AN	each	2	8075.00	16,150.00	6-8 WKS
34	BULK7170001989	each	2	1482.76	2,965.52	10-12 WKS
35	SMFH1104AAC	each	4	195.00	780.00	6 WKS
36	SMFH2104AAC	each	6	364.00	2,184.00	6 WKS
37	SMFH4104AAC	each	8	730.00	5,840.00	6 WKS
38	SMFH6104AAC	each	8	774.00	6,192.00	6 WKS
Subtotal:					715,986.87	
Freight:					- 0 -	
8.8% Sales Tax:					63,006.84	
Total:					778,993.71	

15. ADDENDUMS

Bidder acknowledges review of all Addenda through No. 1

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 City of Anacortes website: <https://www.anacorteswa.gov/Bids.aspx>.

16. BIDDER INFORMATION

This Bid is submitted on and by:

Company Name: WBE TECHNOLOGIES LLC

Signature: [Signature]

Name (Print): STEVE EWART

Title: PRESIDENT

Email: SCE@GOWBE.COM

Date: JULY 24TH 2023

Address of Bidder: 15301 NE 90TH ST Q-130 REDMOND 98052

Telephone No.: 425-406-8173

17. NON-COLLUSION DECLARATION

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

1. That my firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

END OF SECTION

ADDENDUM NUMBER 1
EDA Fiber Expansion Project – Materials
Invitation to Bid No. 23-013-FBR-001
EDA Grant Award #07-01-07745

Issued this date: Friday, 7/21/2023

Bid Due Date: 2:00 P.M. (Local Time) on
Thursday, July 27, 2023

Please acknowledge receipt of Addendum No. 1 on page 6 of your Bid Proposal.

TO PROSPECTIVE BIDDERS:

The attention of all prospective bidders on the above project is directed to the following clarifications and modifications to the Contract documents.

Modification:

Delete Bid Proposal Page 5 (page 11 of the Invitation to Bid) and insert the attached Bid Proposal Page 5. This modification corrects item 28 and item 30. Item 28 description text now refers to "item 27", and Item 30 description text now refers to "item 29".

Clarifications:

Questions submitted to the City by 12:00am PST on 7/20/2023 are answered on the provided Q&A sheet #1 attached.

Prepared By: Tiffany Matson, Contract Specialist 7/21/23

WBE Technologies LLC
15301 NE 90th ST
Q-130
Redmond WA 98052
Steve Ewart
sce@gowbe.com
425-406-8173

Response to Bid 23-013-FBR-001

Notes

The quantities on Lines 11, 13 and 14 from Channell represent minimum shipment quantities. These are all full pallets. All of these are shipped with the City of Anacortes logo on them.

Line 11 is increase from 51 to 52

Line 13 is increased from 1 to 8

Line 14 is increase from 404 to 432

The following lines are the specified product from the RFQ

1,-8, 11-17, 22-38

Lines 9 and 10 Duct and Couplers

are manufactured by Blue Diamond as a direct cross to the Duraline part number listed.

Blue Diamond's duct is manufactured with a low friction material. Coefficient of friction is .10 to .15

Lines 18-21 Fiber Optic Cable

are manufactured by Superior Essex with Corning glass and are a direct cross to OFS.

Specs for line 9-10 and 18-21 are included with the bid

Blue Diamond HDPE Specifications

Fiber Optic and Power Conduit

With Copper Tracer Wire & SuperGlide®

BDI213XX-T18W-SG

MATERIAL

2.00" SOLID WALL PE, SCH 40, COILABLE CONDUIT
W/ 18 GA. COPPER WIRE

OD**
2.375"

ID**
1.917"

WALL
0.216" MIN.

**NOMINAL

SPECIFICATIONS

ASTM F2160: STANDARD SPECIFICATION FOR SOLID WALL HDPE PIPE BASED ON CONTROLLED OUTSIDE DIAMETER

ASTM D3350 (CELL CLASSIFICATION 334480C OR E): STANDARD SPECIFICATION FOR PE PLASTIC PIPE AND FITTINGS MATERIALS – RESINS EXCEEDING THE ABOVE CELL CLASS IN ONE OR MORE PROPERTIES IS ACCEPTABLE

BELLCORE GR-356-CORE - (SECTION 4.2.5): SUPERGLIDE® UHMW SILICONE/SILOXANE ADDITIVE FOR LOW COEFFICIENT OF FRICTION OF 0.10-0.15



Typical Properties

<u>Property</u>	<u>Test Procedures</u>	<u>Units***</u>
Density (3)	ASTM D1505	0.947 - 0.947 gm/cc
Melt Index (3)	ASTM D1238	<0.40 to 0.15 gm/10 min
Flexural Modulus (4)	ASTM D790	80,000 – 110,000 psi
Tensile Strength (Yield) (4)	ASTM D638	3000-35000 psi
Environmental Stress		
Crack Resistance (ESCR) (8)**	ASTM D1693	96 hrs
HDB @ 73.4oF (0)*	ASTM D2837	----
UV Stabilizer (C or E)	ASTM D1603	1 year exposure
Ultimate Elongation	ASTM D638	>400%

** F10>96 hours per ASTM F2160

* Not pressure rated - Consult ASTM D3350 for specific values

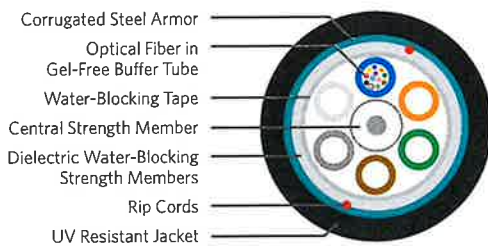
*** Consult ASTM Standards for acceptable tolerances.

BLUE DIAMOND 
Industries, LLC

4040 Finn Way, Suite 240
Lexington, KY 40517
859.224.0415
859.224.0543 fax
www.bdiky.com

Dri-Lite® Loose Tube Single Jacket Single Armor

Series 12D



SPECIFICATIONS

Fiber Count	Available in 6-fiber up to 432-fiber
Standards Compliance	Telcordia® GR-20-CORE RDUP PE-90 Designation MLT ICEA S-87-640-2011 RoHS-compliant

Telcordia is a registered trademark of Ericsson Inc.

ENVIRONMENTAL SPECIFICATIONS

Operation/Storage	-40°C to +70°C
Installation	-30°C to +70°C

PART NUMBER KEY

1	2	—	—	—	x	D	0	y
1	2	3	4	5	6	7	8	9
Product family	Fiber count (006–432)	Fiber type	Internal designator	Water block/marking (1–8)				

Contact Customer Service for availability of non-standard offerings.

PRODUCT DESCRIPTION

Loose tube cables are the product of choice as the backbone in Outside Plant (OSP) environments. The durable loose tube design offers reliable transmission performance over a broad temperature range. Optical fibers and water-blocking elements are placed inside gel-free buffer tubes. The core is constructed by stranding the buffer tubes around a central member using a reverse oscillating lay (ROL). The core is wrapped with flexible strength members covered with a water-blocking tape. A corrugated steel armor is applied and then encased with a black jacket. Rip cords are included under the armor for ease of entry.

APPLICATIONS

- Direct bury, underground duct and lashed aerial
- Trunk, distribution and feeder cable
- Local loop, metro, long-haul and broadband network

FEATURES

- Available with up to 432-fiber
- Multiple fiber types including composites
- Dry (SAP) core standard
- Standard tube size for all fiber counts
- Corrugated steel armor
- Gel-free tubes

BENEFITS

- High fiber density
- Multiple network applications
- Reduces cable prep and installation time
- Reduces the number of tools required
- Improves compressive strength and rodent protection
- Speeds fiber access and cleanup

PART NUMBERS AND PHYSICAL CHARACTERISTICS

Part Number ¹	Fiber Count	Nominal Diameter in (mm)	Approx. Weight lbs/kft (kg/km)	Maximum Tensile Loading		Minimum Bend Radius	
				Install lbs (N)	Long Term lbs (N)	Install in (mm)	Long Term in (mm)
12006xD0y	6	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12012xD0y	12	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12024xD0y	24	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12036xD0y	36	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12048xD0y	48	0.46 (11.7)	84 (125)	600 (2,700)	200 (890)	9.2 (234)	4.6 (117)
12072xD0y	72	0.49 (12.3)	100 (149)	600 (2,700)	200 (890)	9.8 (246)	4.9 (123)
12096xD0y	96	0.56 (14.3)	125 (186)	600 (2,700)	200 (890)	11.2 (286)	5.6 (143)
12144xD0y	144	0.69 (17.6)	182 (271)	600 (2,700)	200 (890)	13.8 (352)	6.9 (176)
12192xD0y	192	0.69 (17.6)	177 (264)	600 (2,700)	200 (890)	13.8 (352)	6.9 (176)
12216xD0y	216	0.69 (17.6)	177 (264)	600 (2,700)	200 (890)	13.8 (352)	6.9 (176)
12288xD0y	288	0.80 (20.3)	228 (340)	600 (2,700)	200 (890)	16.0 (406)	8.0 (203)
12432xD0y	432	0.91 (21.0)	273.7 (407.4)	600 (2,700)	200 (890)	18.2 (460)	9.2 (234)

FIBER TYPES:

SINGLE MODE

Reduced Water Peak	Zero Water Peak	TeraFlex® Bend Resistant			NZDS	LEAF
3	2	G.657.A1	G.657.A2	G.657.B3	8	S

¹Replace "x" with:

See "Optical Fiber Specifications" in the "Technical Info" section for detailed fiber type specifications.

MULTIMODE

TeraGain® 62.5/125	TeraFlex Bend Resistant 10G/150	TeraFlex Bend Resistant 10G/300	Laser Optimized 50/125 10G/550
6	M	N	P

WATER BLOCK AND JACKET PRINT CODES

Dry core		Dry core special	
Feet	Meters	Feet	Meters
1	2	5	6

¹Replace "y" with:



800.551.8948

SuperiorEssexCommunications.com

All information, content, data, specifications, packaging and part numbers detailed herein are subject to change. For the most up-to-date information, please visit SuperiorEssexCommunications.com. Purchase of this product is subject exclusively to the then current Superior Essex International LP Terms and Conditions of Sale for Communications Cable, Wire and Connectivity Products, which can be found on our website, SuperiorEssexCommunications.com, or provided to you upon request.

Rev 05/16
Ed 13.1

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).

EDA Fiber Expansion Project - Materials
BID OPENING DATE: July 27, 2023

				WBE Technologies LLC		General Pacific, Inc.		Graybar		Irby Utilities	
Line Item	Preferred Mfr's Part Number or Generic Description	Unit of Measure	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	12PRTSCAOSP1X85A	each	400	\$ 215.50	\$ 86,200.00	\$ 236.22	\$ 94,488.00	\$ 256.41	\$ 102,564.00	\$ 311.11	\$ 124,444.00
2	SCAXX-DROP-001F250F3R	each	77	\$ 61.00	\$ 4,697.00	\$ 62.03	\$ 4,776.31	\$ 66.67	\$ 5,133.59	\$ 70.59	\$ 5,435.43
3	SCAXX-DROP-001F500F3R	each	102	\$ 105.00	\$ 10,710.00	\$ 99.21	\$ 10,119.42	\$ 114.89	\$ 11,718.78	\$ 121.65	\$ 12,408.30
4	SCAXX-DROP-001F750F3R	each	93	\$ 150.00	\$ 13,950.00	\$ 136.40	\$ 12,685.20	\$ 163.61	\$ 15,215.73	\$ 173.24	\$ 16,111.32
5	SCAXX-DROP-001F1000F3R	each	71	\$ 194.00	\$ 13,774.00	\$ 173.50	\$ 12,318.50	\$ 212.32	\$ 15,074.72	\$ 224.81	\$ 15,961.51
6	SCAXX-DROP-001F1250F3R	each	31	\$ 245.00	\$ 7,595.00	\$ 234.60	\$ 7,272.60	\$ 277.28	\$ 8,595.68	\$ 293.59	\$ 9,101.29
7	SCAXX-DROP-001F1500F3R	each	30	\$ 298.00	\$ 8,940.00	\$ 280.65	\$ 8,419.50	\$ 326.00	\$ 9,780.00	\$ 345.18	\$ 10,355.40
8	SCAXX-DROP-001F2000F3R	each	5	\$ 387.00	\$ 1,935.00	\$ 346.15	\$ 1,730.75	\$ 423.43	\$ 2,117.15	\$ 448.34	\$ 2,241.70
9	HDP200LSDR011SWORGORGOEPTDXSRS96M02500	foot	176,000	\$ 1.31	\$ 230,560.00	\$ 1.497	\$ 263,472.00	\$ 1.72667	\$ 303,893.92	\$ 1.54	\$ 271,040.00
10	20001870	each	1,500	\$ 0.65	\$ 975.00	\$ 5.54	\$ 8,310.00	\$ 5.78	\$ 8,670.00	\$ 6.12	\$ 9,180.00
11	BULKU3048360013433	each	51	\$ 746.00	\$ 38,046.00	\$ 735.00	\$ 37,485.00	\$ 704.39	\$ 35,923.89	\$ 812.76	\$ 41,450.76
12	BULKU1730240011433	each	424	\$ 274.50	\$ 116,388.00	\$ 270.00	\$ 114,480.00	\$ 259.22	\$ 109,909.28	\$ 299.10	\$ 126,818.40
13	BULKU1730240061433	each	1	\$ 460.00	\$ 460.00	\$ 452.00	\$ 452.00	\$ 434.39	\$ 434.39	\$ 501.22	\$ 501.22
14	SGLB01211011	each	404	\$ 55.94	\$ 22,599.76	\$ 55.00	\$ 22,220.00	\$ 52.83	\$ 21,343.32	\$ 60.96	\$ 24,627.84
15	Copper ground rod, 5/8" x 96"	each	48	\$ 19.13	\$ 918.24	\$ 18.65	\$ 895.20	\$ 36.26	\$ 1,740.48	\$ 17.44	\$ 837.12
16	Copper acorn nut, 5/8"	each	48	\$ 1.85	\$ 88.80	\$ 3.80	\$ 182.40	\$ 2.97	\$ 142.56	\$ 2.55	\$ 122.40
17	#6 grounding wire, 500-ft roll	each	2	\$ 360.00	\$ 720.00	\$ 165.00	\$ 330.00	\$ 308.055	\$ 616.11	\$ 510.76	\$ 1,021.52
18	AT-3BEH2YT-048 or AT-3CEH2YT-048	foot	30,000	\$ 0.53	\$ 15,900.00	\$ 0.456	\$ 13,680.00	\$ 0.48322	\$ 14,496.60	\$ 0.50	\$ 15,000.00
19	AT-3BEH2YT-096 or AT-3CEH2YT-096	foot	12,000	\$ 0.86	\$ 10,320.00	\$ 0.795	\$ 9,540.00	\$ 0.84598	\$ 10,151.76	\$ 0.87	\$ 10,440.00
20	AT-3BEH2YT-144 or AT-3CEH2YT-144	foot	5,500	\$ 1.24	\$ 6,820.00	\$ 1.149	\$ 6,319.50	\$ 1.19586	\$ 6,577.23	\$ 1.23	\$ 6,765.00
21	AT-3BEH2YT-288 or AT-3CEH2YT-288	foot	9,000	\$ 2.06	\$ 18,540.00	\$ 1.875	\$ 16,875.00	\$ 1.97632	\$ 17,786.88	\$ 2.03	\$ 18,270.00
22	FOSC450-D6-6-NT-0-D6V	each	61	\$ 443.17	\$ 27,033.37	\$ 393.75	\$ 24,018.75	\$ 380.00	\$ 23,180.00	\$ 395.75	\$ 24,140.75
23	915167-000	kit	70	\$ 34.00	\$ 2,380.00	\$ 28.85	\$ 2,019.50	\$ 32.50	\$ 2,275.00	\$ 30.11	\$ 2,107.70
24	426579-000	kit	35	\$ 28.20	\$ 987.00	\$ 24.23	\$ 848.05	\$ 25.00	\$ 875.00	\$ 24.64	\$ 862.40
25	Utility pole crossarm, 4.625" x 3.625" x 60" and mounting hardware	each	10	\$ 270.00	\$ 2,700.00	\$ 119.75	\$ 1,197.50	\$ 208.33	\$ 2,083.30	\$ 233.33	\$ 2,333.30
26	Screw anchor, 3/4" rod, 66" length, capable of holding 8000 lbs tension	each	81	\$ 38.48	\$ 3,116.88	\$ 55.98	\$ 4,534.38	\$ 24.86	\$ 2,013.66	\$ 53.43	\$ 4,327.83
27	Conduit, 4" diameter, schedule 40, grey for UV resistance, 20-ft lengths	each	84	\$ 175.00	\$ 14,700.00	\$ 125.80	\$ 10,567.20	\$ 6.6028	\$ 554.64	\$ 127.47	\$ 10,707.48
28	Innerduct for 4" conduit in item 27, 1.25"	foot	5,040	\$ 0.55	\$ 2,772.00	\$ 0.575	\$ 2,898.00	\$ 1.2526	\$ 6,313.10	\$ 0.75	\$ 3,780.00
29	Split duct, 4" diameter, 10-ft length	each	26	\$ 13.18	\$ 342.68	\$ 97.50	\$ 2,535.00	\$ 28.70	\$ 746.20	\$ 116.70	\$ 3,034.20
30	Sweep for 4" split duct (item 29 above), 90 degree, 36" radius	each	13	\$ 121.95	\$ 1,585.35	\$ 88.90	\$ 1,155.70	\$ 100.70	\$ 1,309.10	\$ 106.67	\$ 1,386.71
31	WSO-W-1011-16	each	220	\$ 42.75	\$ 9,405.00	\$ 25.40	\$ 5,588.00	\$ 46.71	\$ 10,276.20	\$ 65.87	\$ 14,491.40
32	PS 1100 4 EG or PS-1100-AS-4-EG	each	220	\$ 5.25	\$ 1,155.00	\$ 3.40	\$ 748.00	\$ 2.6443	\$ 581.75	\$ 5.60	\$ 1,232.00
33	OCFH288CADNACA2AN	each	2	\$ 8,075.00	\$ 16,150.00	\$ 7,930.00	\$ 15,860.00	\$ 7,623.61	\$ 15,247.22	\$ 8,796.47	\$ 17,592.94
34	BULK7170001989	each	2	\$ 1,482.76	\$ 2,965.52	\$ 1,675.00	\$ 3,350.00	\$ 1,400.39	\$ 2,800.78	\$ 1,615.83	\$ 3,231.66
35	SMFH1104AAC	each	4	\$ 195.00	\$ 780.00	\$ 191.25	\$ 765.00	\$ 183.61	\$ 734.44	\$ 211.86	\$ 847.44
36	SMFH2104AAC	each	6	\$ 364.00	\$ 2,184.00	\$ 375.50	\$ 2,253.00	\$ 343.22	\$ 2,059.32	\$ 396.03	\$ 2,376.18
37	SMFH4104AAC	each	8	\$ 730.00	\$ 5,840.00	\$ 717.50	\$ 5,740.00	\$ 688.78	\$ 5,510.24	\$ 794.74	\$ 6,357.92
38	SMFH6104AAC	each	8	\$ 774.00	\$ 6,192.00	\$ 761.25	\$ 6,090.00	\$ 730.83	\$ 5,846.64	\$ 843.27	\$ 6,746.16
				SUBTOTAL	\$ 710,425.60	SUBTOTAL	\$ 736,219.46	SUBTOTAL	\$ 784,292.66	SUBTOTAL	\$ 827,689.28
				FREIGHT	\$ -	FREIGHT	\$ -	FREIGHT	\$ 5,000.00	FREIGHT	\$ -
				TAX	\$ 62,517.45	TAX	\$ 64,787.31	TAX	\$ 69,457.75	TAX	\$ 72,836.66
				TOTAL BID	\$ 772,943.05	TOTAL BID	\$ 801,006.77	TOTAL BID	\$ 853,750.41	TOTAL BID	\$ 900,525.94
Denotes Correction from Supplier's Bid Proposal Based Upon Unit Prices.											

EDA Fiber Expansion Project - Materials
BID OPENING DATE: July 27, 2023

				Millennium		Wesco Distribution		World Wide Technology	
Line Item	Preferred Mfr's Part Number or Generic Description	Unit of Measure	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	12PRTSCAOSP1X85A	each	400	\$ 240.00	\$ 96,000.00	\$ 226.43	\$ 90,572.00	\$ 230.48	\$ 92,192.00
2	SCAXX-DROP-001F250F3R	each	77	\$ 48.00	\$ 3,696.00	\$ 32.57	\$ 2,507.89	\$ 64.05	\$ 4,931.85
3	SCAXX-DROP-001F500F3R	each	102	\$ 85.00	\$ 8,670.00	\$ 70.96	\$ 7,237.92	\$ 110.25	\$ 11,245.50
4	SCAXX-DROP-001F750F3R	each	93	\$ 117.00	\$ 10,881.00	\$ 98.37	\$ 9,148.41	\$ 157.50	\$ 14,647.50
5	SCAXX-DROP-001F1000F3R	each	71	\$ 155.00	\$ 11,005.00	\$ 125.80	\$ 8,931.80	\$ 203.70	\$ 14,462.70
6	SCAXX-DROP-001F1250F3R	each	31	\$ 230.00	\$ 7,130.00	\$ 153.21	\$ 4,749.51	\$ 257.25	\$ 7,974.75
7	SCAXX-DROP-001F1500F3R	each	30	\$ 263.00	\$ 7,890.00	\$ 180.63	\$ 5,418.90	\$ 312.90	\$ 9,387.00
8	SCAXX-DROP-001F2000F3R	each	5	\$ 335.00	\$ 1,675.00	\$ 235.47	\$ 1,177.35	\$ 406.35	\$ 2,031.75
9	HDP200LSDR011SWORGORGOEMPTDXSRS96M02500	foot	176,000	\$ 1.88	\$ 330,880.00	\$ 1.64	\$ 288,640.00	\$ 1.37	\$ 241,120.00
10	20001870	each	1,500	\$ 6.25	\$ 9,375.00	\$ 5.70	\$ 8,550.00	\$ 0.68	\$ 1,020.00
11	BULKU3048360013433	each	51	\$ 845.00	\$ 43,095.00	\$ 695.28	\$ 35,459.28	\$ 783.30	\$ 39,948.30
12	BULKU1730240011433	each	424	\$ 245.00	\$ 103,880.00	\$ 255.87	\$ 108,488.88	\$ 288.23	\$ 122,209.52
13	BULKU1730240061433	each	1	\$ 440.00	\$ 440.00	\$ 428.77	\$ 428.77	\$ 483.00	\$ 483.00
14	SGLB01211011	each	404	\$ 63.50	\$ 25,654.00	\$ 52.15	\$ 21,068.60	\$ 58.74	\$ 23,730.96
15	Copper ground rod, 5/8" x 96"	each	48	\$ 34.75	\$ 1,668.00	\$ 25.82	\$ 1,239.36	\$ 20.09	\$ 964.32
16	Copper acorn nut, 5/8"	each	48	\$ 3.25	\$ 156.00	\$ 2.41	\$ 115.68	\$ 1.94	\$ 93.12
17	#6 grounding wire, 500-ft roll	each	2	\$ 0.75	\$ 1.50	\$ 281.20	\$ 562.40	\$ 380.00	\$ 760.00
18	AT-3BEH2YT-048 or AT-3CEH2YT-048	foot	30,000	\$ 0.56	\$ 16,800.00	\$ 0.4841	\$ 14,523.00	\$ 0.56	\$ 16,800.00
19	AT-3BEH2YT-096 or AT-3CEH2YT-096	foot	12,000	\$ 0.99	\$ 11,880.00	\$ 0.8476	\$ 10,171.20	\$ 0.90	\$ 10,800.00
20	AT-3BEH2YT-144 or AT-3CEH2YT-144	foot	5,500	\$ 1.43	\$ 7,865.00	\$ 1.29	\$ 7,095.00	\$ 1.30	\$ 7,150.00
21	AT-3BEH2YT-288 or AT-3CEH2YT-288	foot	9,000	\$ 2.46	\$ 22,140.00	\$ 1.99	\$ 17,910.00	\$ 2.16	\$ 19,440.00
22	FOSC450-D6-6-NT-0-D6V	each	61	\$ 435.00	\$ 26,535.00	\$ 363.09	\$ 22,148.49	\$ 465.33	\$ 28,385.13
23	915167-000	kit	70	\$ 34.75	\$ 2,432.50	\$ 27.65	\$ 1,935.50	\$ 35.70	\$ 2,499.00
24	426579-000	kit	35	\$ 28.50	\$ 997.50	\$ 23.21	\$ 812.35	\$ 29.58	\$ 1,035.30
25	Utility pole crossarm, 4.625" x 3.625" x 60" and mounting hardware	each	10	\$ 161.75	\$ 1,617.50	\$ 247.26	\$ 2,472.60	\$ 283.50	\$ 2,835.00
26	Screw anchor, 3/4" rod, 66" length, capable of holding 8000 lbs tension	each	81	\$ 32.95	\$ 2,668.95	\$ 70.65	\$ 5,722.65	\$ 40.40	\$ 3,272.40
27	Conduit, 4" diameter, schedule 40, grey for UV resistance, 20-ft lengths	each	84	\$ 135.00	\$ 11,340.00	\$ 43.80	\$ 3,679.20	\$ 183.75	\$ 15,435.00
28	Innerduct for 4" conduit in item 27, 1.25"	foot	5,040	\$ 0.67	\$ 3,376.80	\$ 0.6339	\$ 3,194.86	\$ 0.58	\$ 2,923.20
29	Split duct, 4" diameter, 10-ft length	each	26	\$ 12.00	\$ 312.00	\$ 49.40	\$ 1,284.40	\$ 13.83	\$ 359.58
30	Sweep for 4" split duct (item 29 above), 90 degree, 36" radius	each	13	\$ 68.00	\$ 884.00	\$ 75.67	\$ 983.71	\$ 128.05	\$ 1,664.65
31	WSO-W-1011-16	each	220	\$ 58.75	\$ 12,925.00	\$ 21.89	\$ 4,815.80	\$ 44.89	\$ 9,875.80
32	PS 1100 4 EG or PS-1100-AS-4-EG	each	220	\$ 5.25	\$ 1,155.00	\$ 60.97	\$ 13,413.40	\$ 5.51	\$ 1,212.20
33	OCFH288CADNACA2AN	each	2	\$ 8,600.00	\$ 17,200.00	\$ 7,524.95	\$ 15,049.90	\$ 9,005.85	\$ 18,011.70
34	BULK7170001989	each	2	\$ 1,715.00	\$ 3,430.00	\$ 1,382.27	\$ 2,764.54	\$ 1,556.90	\$ 3,113.80
35	SMFH1104AAC	each	4	\$ 205.00	\$ 820.00	\$ 181.23	\$ 724.92	\$ 204.75	\$ 819.00
36	SMFH2104AAC	each	6	\$ 240.00	\$ 1,440.00	\$ 338.78	\$ 2,032.68	\$ 382.20	\$ 2,293.20
37	SMFH4104AAC	each	8	\$ 275.00	\$ 2,200.00	\$ 679.86	\$ 5,438.88	\$ 766.50	\$ 6,132.00
38	SMFH6104AAC	each	8	\$ 315.00	\$ 2,520.00	\$ 721.37	\$ 5,770.96	\$ 812.70	\$ 6,501.60
				SUBTOTAL	\$ 812,635.75	SUBTOTAL	\$ 736,240.79	SUBTOTAL	\$ 747,760.83
				FREIGHT	\$ -	FREIGHT	\$ 30,000.00	FREIGHT	\$ 20,000.00
				TAX	\$ 71,511.95	TAX	\$ 67,429.19	TAX	\$ 67,562.95
				TOTAL BID	\$ 884,147.70	TOTAL BID	\$ 803,669.98	TOTAL BID	\$ 815,323.78
Denotes Correction from Supplier's Bid Proposal Based Upon Unit Prices.									

EDA Fiber Expansion Project - Materials

BID OPENING DATE: July 27, 2023

				WBE Technologies LLC	
Line Item	Preferred Mfr's Part Number or Generic Description	Unit of Measure	Quantity	Unit Price	Amount
1	12PRTSCAOSP1X85A	each	400	\$ 215.50	\$ 86,200.00
2	SCAXX-DROP-001F250F3R	each	77	\$ 61.00	\$ 4,697.00
3	SCAXX-DROP-001F500F3R	each	102	\$ 105.00	\$ 10,710.00
4	SCAXX-DROP-001F750F3R	each	93	\$ 150.00	\$ 13,950.00
5	SCAXX-DROP-001F1000F3R	each	71	\$ 194.00	\$ 13,774.00
6	SCAXX-DROP-001F1250F3R	each	31	\$ 245.00	\$ 7,595.00
7	SCAXX-DROP-001F1500F3R	each	30	\$ 298.00	\$ 8,940.00
8	SCAXX-DROP-001F2000F3R	each	5	\$ 387.00	\$ 1,935.00
9	HDP200LSDR011SWORGORGOMPTDXSRS96M02500	foot	176,000	\$ 1.31	\$ 230,560.00
10	20001870	each	1,500	\$ 0.65	\$ 975.00
11	BULKU3048360013433	each	52	\$ 746.00	\$ 38,792.00
12	BULKU1730240011433	each	424	\$ 274.50	\$ 116,388.00
13	BULKU1730240061433	each	8	\$ 460.00	\$ 3,680.00
14	SGLB01211011	each	432	\$ 55.94	\$ 24,166.08
15	Copper ground rod, 5/8" x 96"	each	48	\$ 19.13	\$ 918.24
16	Copper acorn nut, 5/8"	each	48	\$ 1.85	\$ 88.80
17	#6 grounding wire, 500-ft roll	each	2	\$ 360.00	\$ 720.00
18	AT-3BEH2YT-048 or AT-3CEH2YT-048	foot	30,000	\$ 0.53	\$ 15,900.00
19	AT-3BEH2YT-096 or AT-3CEH2YT-096	foot	12,000	\$ 0.86	\$ 10,320.00
20	AT-3BEH2YT-144 or AT-3CEH2YT-144	foot	5,500	\$ 1.24	\$ 6,820.00
21	AT-3BEH2YT-288 or AT-3CEH2YT-288	foot	9,000	\$ 2.06	\$ 18,540.00
22	FOSC450-D6-6-NT-0-D6V	each	61	\$ 443.17	\$ 27,033.37
23	915167-000	kit	70	\$ 34.00	\$ 2,380.00
24	426579-000	kit	35	\$ 28.20	\$ 987.00
25	Utility pole crossarm, 4.625" x 3.625" x 60" and mounting hardware	each	10	\$ 270.00	\$ 2,700.00
26	Screw anchor, 3/4" rod, 66" length, capable of holding 8000 lbs tension	each	81	\$ 38.48	\$ 3,116.88
27	Conduit, 4" diameter, schedule 40, grey for UV resistance, 20-ft lengths	each	84	\$ 175.00	\$ 14,700.00
28	Innerduct for 4" conduit in item 36, 1.25"	foot	5,040	\$ 0.55	\$ 2,772.00
29	Split duct, 4" diameter, 10-ft length	each	26	\$ 13.18	\$ 342.68
30	Sweep for 4" split duct (item 29 above), 90 degree, 36" radius	each	13	\$ 121.95	\$ 1,585.35
31	WSO-W-1011-16	each	220	\$ 42.75	\$ 9,405.00
32	PS 1100 4 EG or PS-1100-AS-4-EG	each	220	\$ 5.25	\$ 1,155.00
33	OCFH288CADNACA2AN	each	2	\$ 8,075.00	\$ 16,150.00
34	BULK7170001989	each	2	\$ 1,482.76	\$ 2,965.52
35	SMFH1104AAC	each	4	\$ 195.00	\$ 780.00
36	SMFH2104AAC	each	6	\$ 364.00	\$ 2,184.00
37	SMFH4104AAC	each	8	\$ 730.00	\$ 5,840.00
38	SMFH6104AAC	each	8	\$ 774.00	\$ 6,192.00
				SUBTOTAL	\$ 715,957.92
				FREIGHT	\$ -
Denotes Correction from Supplier's Bid Proposal Based Upon Unit Prices.				TAX	\$ 63,004.30
				TOTAL BID	\$ 778,962.22

EDA EXPANSION AREA

