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- 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.
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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

September 18, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Economic Development Committee (Report)
 - b. Finance Committee (Report)
 - c. Public Works Committee (Report)
 - d. Skagit County Law and Justice Council (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of September 11, 2023 (Action)
 - b. Approval of claims in the amount of \$2,287,647.91 (Action)
 - c. Contract Award: 29th Street and Skyline Reservoirs Alternative Analysis #23-238-WTR-001 (Action)
6. **Other Business**
 - a. Interlocal Agreement with Skagit County for 2023 Library Materials Funding #23-248-LIB-001 (Discussion/Action)
 - b. Contract Award: Enterprise Resource Planning (ERP) Software Selection - Consulting Services #23-254-IDS-001 (Discussion/Action)
 - c. Contract Award: WWTP Pump Station 15 Generator Replacement Project - Generator Purchase #23-258-ERR-001 (Discussion/Action)
 - d. Contract Award: WWTP Pump Station 14 Generator Replacement Project - Generator Purchase #23-260-ERR-001 (Discussion/Action)
 - e. Contract Award: WWTP Pump Station 13 Generator Replacement Project - Generator Purchase #23-261-ERR-001 (Discussion/Action)

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.

- f. Resolution 3131: Waiving the State Competitive Bidding Requirements for the Purchase of Judicial Information System (JIS) Integration Software (Discussion/Action)
- 7. **Adjournment**

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Redesign of the Basic Aircraft

(The result is a “tail-less” aircraft)

By Joseph C. Coomer

Before discussing the advantages of this design, let's review the history of how the current basic aircraft design evolved. The Wright Brothers aircraft was basically a large powered kite. They used “wing warping” and other crude flight controls to control the bird. Many others jumped into the game with their own ideas even with multiple wings to provide the necessary lift. The design evolved to a mono wing design with a heavy low-powered engine up front. ***The resulting force vector analysis had the center-of-gravity (CG) was ahead of the center-of-lift for the wings. To balance and control the forces, required a horizontal tail that pushed down or had negative lift. This design required weight and balance calculations to maintain the safety of flight requirements.***

The design worked, so it has been the basic design of all aircraft since then. *Oddly enough, no one has ever challenged it for over a century, but now this author/engineer/inventor is offering that challenge.*

The goal is to make the necessary design changes that would eliminate the “needs” for both the horizontal tail and the vertical one too and if they can be eliminated saving the financial, weight, and drag costs from the product. The changes are:

- If the horizontal tail is eliminated, the aircraft would still need pitch and roll control ability. ***This is achieved by replacing the horizontal tail with a second wing.*** (The big wing is replaced with two smaller ones designed for their predicted loads and lifting requirements. It is recommended that the two new wings be identical except for mounting and are located resulting in equal loading.) ***Roll control is achieved with the ailerons on one side deflected the opposite of the other. Pitch control is achieved with one wing's ailerons deflected the opposite of the other one. With the four ailerons, this change also creates a total new one named “collective” after the same control found only in helicopters. By deflecting all ailerons in one direction, it will result in the aircraft moving in the opposite direction without rotating the aircraft. To explain, deflecting the ailerons all down moves the aircraft up while keeping the fuselage nearly level. Conversely, doing the opposite has the opposite movement.*** (Applications of the collective control are still to be “invented.”) This demonstrates that with using the two sets of ailerons, one can eliminate the “need” for the horizontal tail. ***That control surface can and should be eliminated.***

Now consider:

- (The replacement wings are predicted to weigh and cost roughly the same as the big wing that they replaced. Both new wings would have a set of ailerons.)
- (An obvious advantage over the current design, the current design has the horizontal tail pushing down or has negative lift. This requires the wing to lift over 100% of the weight of the aircraft. With this design, the two wings would be required to lift only 100% of the aircraft weight.)
- The concept is to have the two engine mounted aft. This moves the center-of-gravity (CG) to a point between the two wings. This has the fuselage supported by two lifting points, (A successful aircraft is flying today today that has two lifting points, but it is not a fixed wing bird, but a rotary wing one. One model is the CH-47 tandem rotor helicopter!)
- This design is predicted to have a major impact on the weight and balance requirements, but that analysis is left to others.
- (Using a combination of ailerons with one wings set at a different angle than the other, one can have the aircraft fuselage climbing like at a 15 degree angle while the aircraft is climbing at 25

degrees.)

- (With the four ailerons, it may be feasible to eliminate the flaps. This may require an increase in the size of the ailerons, and that decision is left to others.)
- (In designing this concept, *one may need a study to determine the optimum location for the two new wings.*)

Eliminating the vertical tail is more challenging. *One can turn the aircraft by just banking it so that “need” can be eliminated.* On the current twin engine aircraft with engines mounted on the wing, a major “need” of the vertical tail is to provide correction to the flight path should an engine not be producing thrust. This “need” can be eliminated by mounting the aft wing above the fuselage on a strut similar to a PBY from WWII. *One engine is mounted inside that strut. The second one can be mounted in the center and on top of that wing. With both engines mounted on the center-line of the fuselage, then an engine out is no longer a problem so that “need” is also eliminated.* With both “needs” eliminated, *that control surface can and should be eliminated.*

The elimination of the horizontal tail and the vertical one, that eliminates much costs financially, weight, and drag and should be seriously considered.

As this is a total new bird, so other improvements could be considered:

- One idea is to design rotating fins to be mounted on the wheel hubs. They are designed for on landing to increase the rotating speed of the tires. Even if they can rotate the tires to maybe 70% of the ground speed, this addition would have an increase of the life expectancy of the tires significantly. (This improvement should be considered independent of this proposal for current aircraft.)
- Another idea is to replace the tricycle gear with a quad one by adding a tail gear. Both the nose and tail gear would be powered. Without other assistance, this would allow the pilot to back up his bird a distance, do a 180 in place and then be on his way to his next destination.
- With engines mounted above the fuselage makes it feasible to design a very short landing gear system thus saving a significant amount of weight and costs.

In conclusion, in the opinion of the inventor, the concept is feasible and deserves serious study and evaluation by professionals more knowledgeable than this writer.

Beyond Belief

Regardless of how it is expressed, **beyond belief, believe the impossible, etc.,** it is a challenge even to believe that a person is able to invent a solution to not just one terrible malady of nature, but a solution to earthquakes, forest fires, or even floods That is his claim. **One should confirm the claim or prove it false.**

Consider the malady of earthquakes. One is reminded that with quakes, **what has happened in the past will be repeated in the future.** Understand that little can be done for the past, but if only one knows what to do, much can be done to impact the future,

Consider the recent tragedies, Just a few days ago on September 8, there was major 6.8 quake that struck Morocco with a reported 2,000 fatalities. Recall on February 6, there was a huge 6.9 quake that hammered the Turkey-Syria area with one report that claimed that there were 50,000 lives lost. One concludes that quakes are dangerous and for many areas of the world, they are no longer an if but when and how strong will the next one be?

Can one believe that this writer "invented" a total new and viable concept to solve the earthquake problem back 1993, some 30 years ago. Since then he has tried over the years many times to get the "concept" published, and **not a publisher will touch it.** (Understand that publishers are only concerned with protecting the reputation of their paper and **are totally blind to the price that others pay for their rejection of this writer's message.** ("It gave instructions of what to do!"))

7/102 **(Even when he submits his work to FEMA, "there is no response!" That is their job, but it is a totally new concept, and their mind is "trained" to accept only the concept that uses brute-strength in its solution.) In his writer's opinion, they have been barking up the wrong tree, meaning that brute-strengthen is impossible and should be abandoned.**

Consider if his attached article "Consider the facts" was published as recently as 5 years ago, **people around the world would have believed, proved, and applied the concept. They would have confirmed by analysis and testing, and applied this concept to both new and existing structures and other items.**

Consider that by this time even in Turkey and Syria, the property owners would have acted, applying the "concept" to their beloved structures and other items. The February 6, 6.9 quake would still have occurred, **but the results are predicted. to be radically different.** Instead of massive property damage, **there would have been little.** Similarly the casualty statistics would show few, and **no fatalities.**

"Is this not the world that we all seek? A world where earthquakes are longer considered a danger or even a concern!"

To understand this breakthrough, instead of the current concept, **this writer's concept "eliminates the motion." With no motion, there is no dynamic loads generated and none to absorb! "It is suspension."** When an item is suspended, it is not connected to the quake-moving earth. **Therefore, it is impossible for a quake to force a suspended item to move. With no movement, there are no dynamic loads generated, and none to absorb.** If properly suspended, the item is "earthquake proof."

(One needs to study all of this writer's work to glean as much as possible in understanding the concept. It is similar the aircraft industry that developed after the two bike mechanics made their first flight. Suspension will also create its own industry and this is only

In my several years-long research of our USDA Forest Service (FS) and their California branch called CAL FIRE. It is this writers opinion that CAL FIRE is both incompetent and corrupt. An example of the corruption, some management person changed a contractor's bill for availability for a contractor's #373 aircraft from \$801,000 for August 2022 to \$7,801,000. One may believe as I do, that the \$7 million ended up as contributions to Democratic Party. (Obviously the employee assumed that not a soul was watching the store.)

Another example is for contract 7CA05094 for the 2020 fire season for a tiny 2-place observation chopper, CAL FIRE agreed to pay \$9,000 per day for availability and \$2,245.90 per hour for use. For the 90 day contract, it was flown for 40.7 hours and the contractor was paid a total of \$914.295. If one divides the cost by the hours flown, the cost/hour is \$22,464.27. Assume the contractor was paid every day for availability for the 90-day contract or \$810,000 and for the 40.7 hours that it was flown for a total of \$91,408. (One may estimate the market value at less than \$50,000.)

One can only guess at what deals that are made in private. Perhaps a contractor will agree to make substantial or a percentage contributions to the "Democratic Party" as part of the unwritten agreement to get a lucrative contract? (These contracts are negotiated and not competitive bid , and that could be a huge difference.)

(Is the duty of the Judiciary Committee to investigate major and obvious corruption of any government agency like that it is so evident in this Agency? (Dammit, Republicans, do your job, as there are many more examples that could be listed.)

The subject suggested that this writer has invented a solution for this malady too. His proposal is to change their standard operating procedure (SOP) from a ground operation to an air one using the C-5 or C-17 in quantity to extinguish all forest fires quickly. Integral with this change is to have Congress assign the responsibility for crews and maintenance to the USAF. Volumes could be written but the bottom line is with the AF flying the missions and maintaining these awesome birds, they would achieve two goals. (1) There would be no more "major" forest fires as they would all be extinguished in their infancy. (2) With the AF flying the missions in AF aircraft, then there would be no justification for contracted aircraft and that practice and along with the associated corruption would end. (A cursory estimate for the 2022 season is \$150 million. Because the contracts appear to be very lucrative and not justified, of this total, one can guess that the Democratic Party could receive \$50 million of it!!! One believes that contracting aircraft for fighting forest fires is a gold mine for the Democratic Party!)

The 3rd malady that a solution is proposed is flooding. This plan two radical new ideas. Construct a number of dams and their reservoirs enough to control all flooding even from hurricanes. The first idea is all the reservoirs will be just dry lake as their exit valves will be left open. This allows 100% of the capacity to be used for flood control. It also allows the owner to own and use the land normally. The second major change is the owner is paid a "right-to-flood" fee TBD that is estimated at 15 to 20% of the market value of the land. Also should the need exist that the reservoir land is flooded, the owner or his tenet would be compensated for all losses. It is a win-win for all!

The plan would be for all of the Nation, from the flash floods of the desert to our coastline that is hammered by hurricanes preventing all floods in the Nation.

Note to the Addressed Publisher

Both the liberal Democrats and the conservative Republicans are predicted to have the intelligence to recognize that we need each other. Like the auto industry, Ford needs GM and GM needs Ford and the balance of the auto industry as it is competition that makes vehicles affordable and always being improved. Politics is no different! We need each other to keep the other in check. The success of the Nation, past, present, and future, depends largely on this competition.

Now to address other serious problems.

World-wide, earthquakes are a very serious problem. For someone to claim that he has a solution, all should take the claimer serious and always consider this thought. "What if the claimer is right?"

Publishers may believe that they are well justified in rejecting a claimer's claim that he has invented a solution to earthquakes. They cannot imagine that thousands of others, past, present, and especially future, paid and will pay a huge price, their lives, for a publisher's refusal to publish a claimer's claim that he has invented a solution to earthquakes. (Accept that in the claim, it included instructions on "What to do to protect one from earthquakes.")

Next, a publisher accepts the responsibilities of his paper to his readers, informing them of what is true and obvious and that has priority over politics. Inform your readers that solutions to these three maladies have been "invented." Inform them that their CAL FIRE and the Forest Service is both incompetent and corrupt as the facts prove!

That is your responsibility, and that has priority over politics. Dammit, be responsible! Be responsible and not irresponsible by having politics dictate your decision! (Even major advances in aviation may come from private individuals and not elsewhere!)

Sincerely,

Joseph C. Coomer

2920 N Heller Rd., Unit E

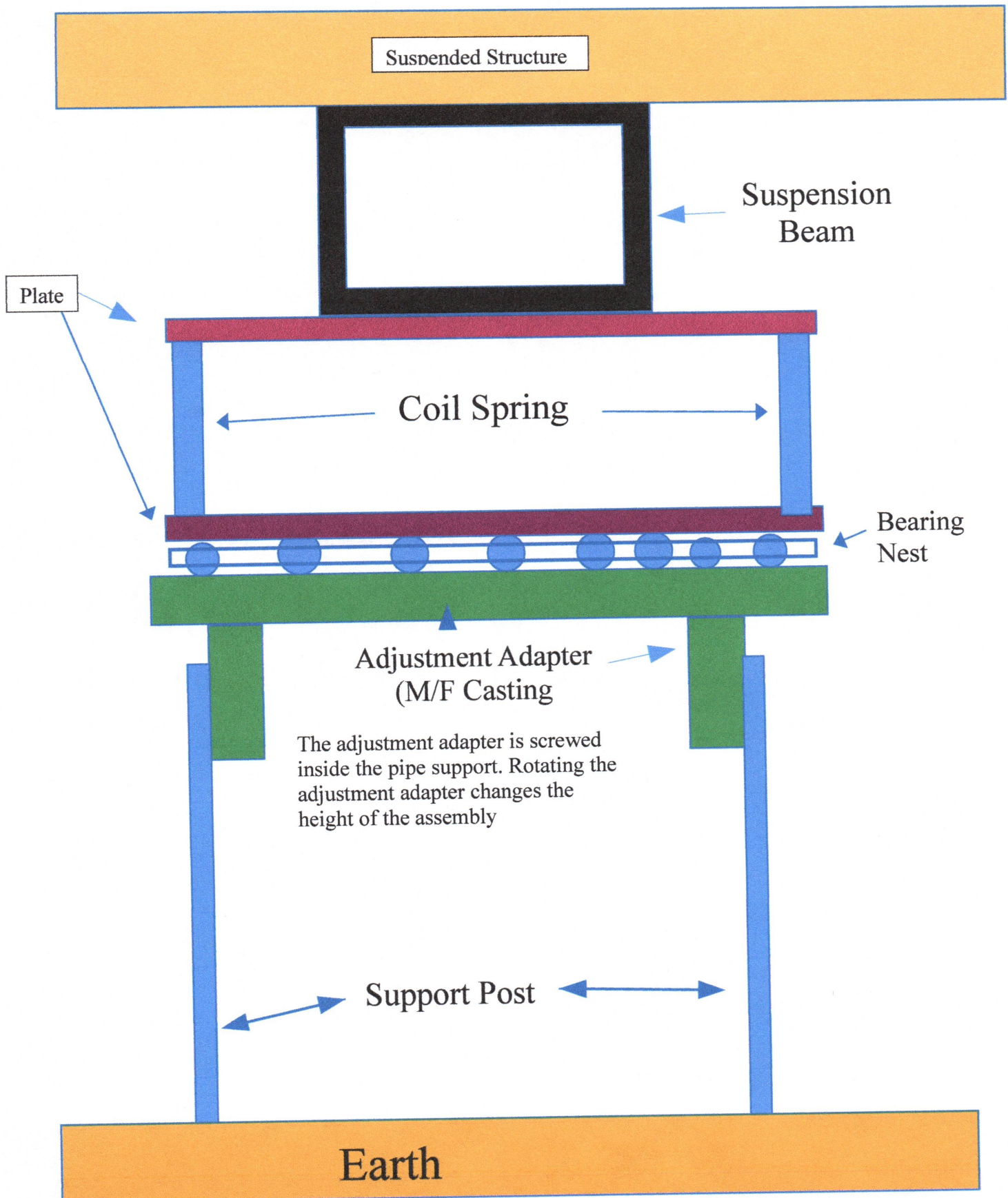
Oak Harbor, WA 98277

Phone: 360-929-2397

Email: joseph.coomerjc@gmail.com

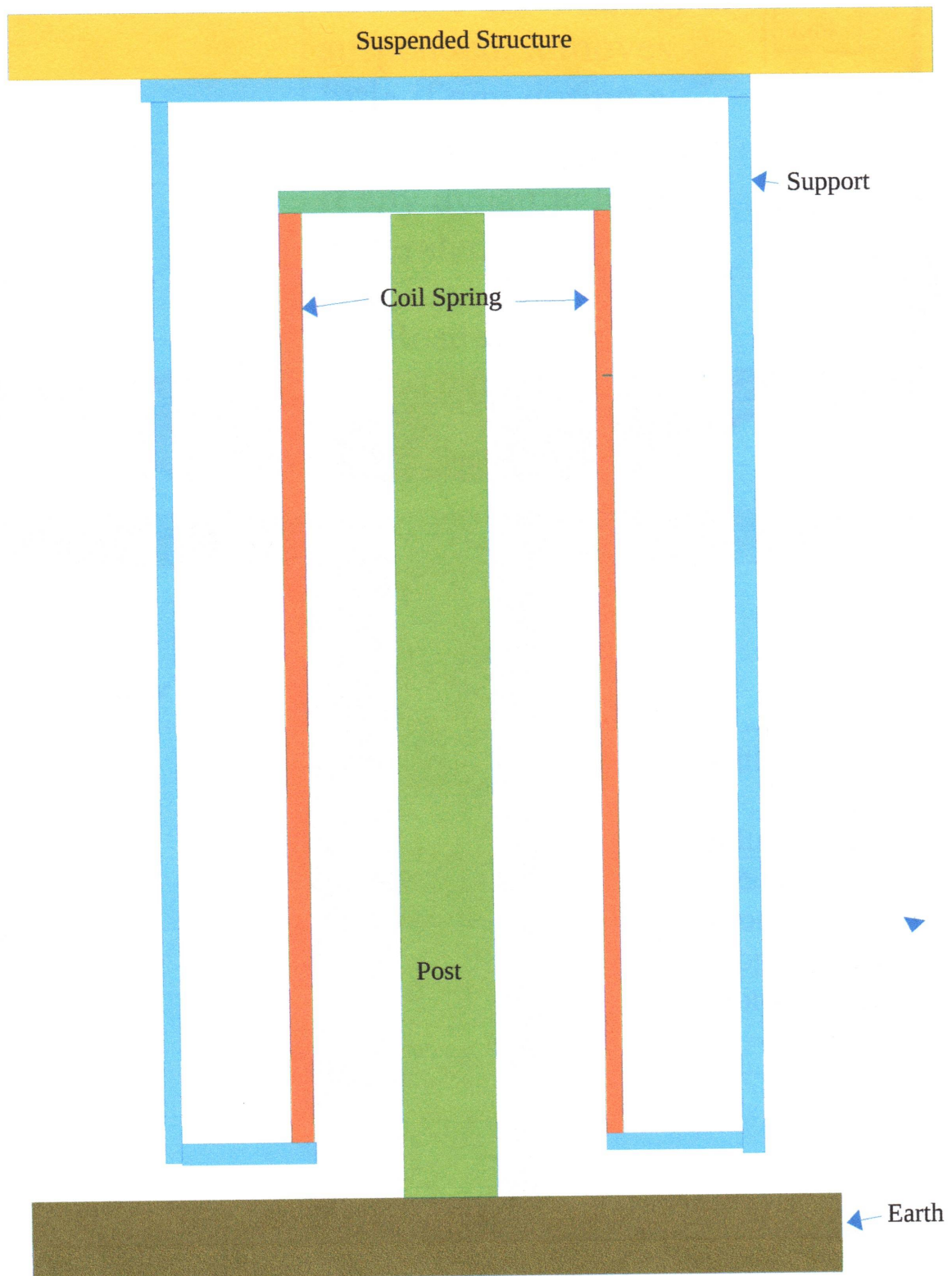
Illustration # A

Suspension Support



Illustration

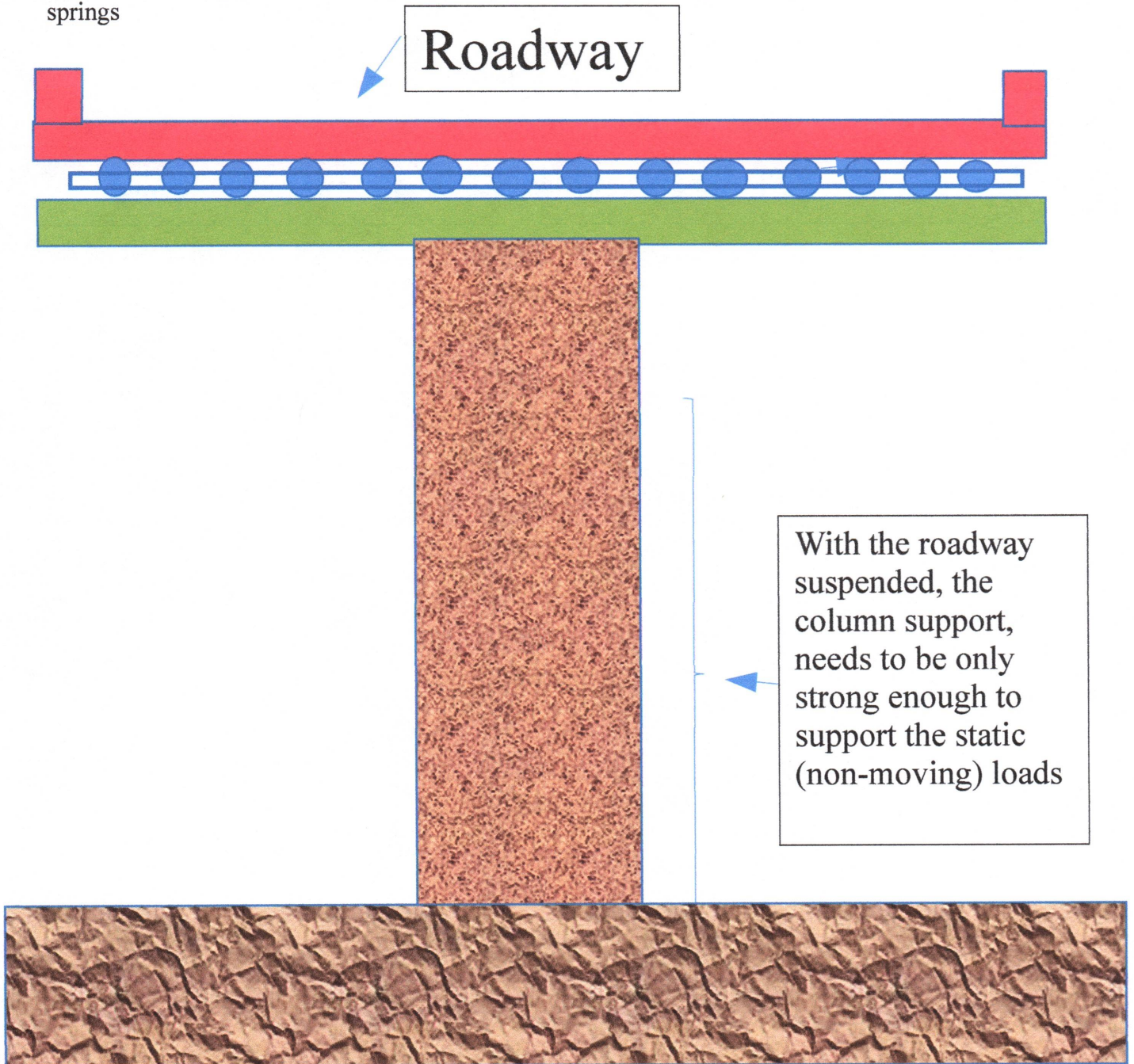
Suspension Support with tension Spring



Illustration

Bridge deck suspended with nests of ball bearings

Note: It may be feasible to use leaf springs on the sides to keep the roadway centered on the support and then the ball bearings can be replaced with just rollers to accommodate the one direction movement. The roadway is a continuous one-piece structure for the length of the bridge. The roadway can be kept close to center longitudinally with coil springs



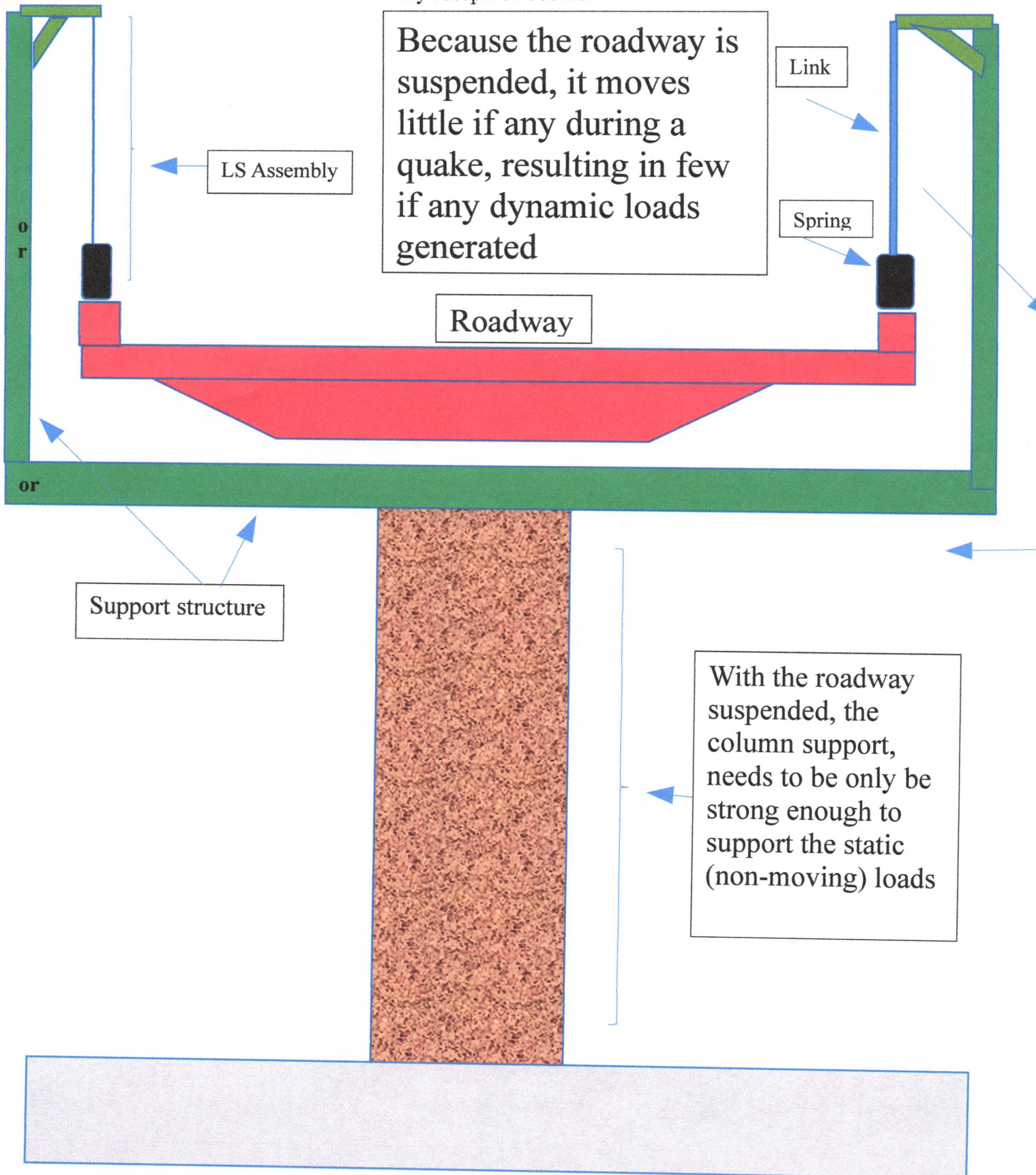
Note: Illustration # D is on the back

Illustration

Bridge Deck Suspended with LS Assemblies

By Joseph C. Coomer

Because the roadway is suspended, it moves little if any during a quake, resulting in few if any dynamic loads generated



With the roadway suspended, the column support, needs to be only be strong enough to support the static (non-moving) loads

Is the FS both Incompetent and Corrupt

By Joseph C. Coomer

The title ask, "Is the Forest Service (FS) both Incompetent and Corrupt? The answer is yes based on evidence supplied by CAL FIRE, the California branch of the forest Service.

The first challenge is to present evidence that the FS is incompetent is reflected in the two letters from their Directors of Aviation (Reference in using for all PDF attached files, they are identified by the last 4 numbers) (PDF 3069) one under Trump and the other under Biden, both rejected all suggestions of using very large aircraft like the C-5 Galaxy, the obvious choice. This implies that they had very little knowledge of the capabilities of this huge aircraft. Both recommended that they needed a mix of aircraft in order to extinguish fires quickly. The problem is that there is not one aircraft in that mix that has any payload. More evidence is with the current aircraft, it is almost impossible to extinguish any significant fire quickly. Both lied when they boasted that the FS extinguishes 98% of the fires on the initial attack. Both letters are just BS and all know that acronym. (Take the time to read both almost identical letters.)

Now to consider the corruption.

Consider in the attached (PDF 4021) table for the 2020 fire season for contract 7CA05094 for a tiny 2-place Bell 214 observation chopper. (With little competition, one should be able to hire this bird including pilot for less than \$500 per hour.) CAL FIRE paid the contractor for the 2020 fire season for a 90 day contract some \$914,295.84 and it was flown for 40.7 hours. Dividing that cost by the hours gives a cost per hour of \$22,464.27. That is some difference between the just \$500 per hour that one could hire it if there was some competition and honesty! One can only guess at how much of it ended up as "donations" to the Democratic Party, possibly \$500,000 or even \$800,000 from this just one corrupt contract!

On the same table consider contract 7CA05090, CAL FIRE paid the contractor \$18,950 and another contractor under contract 7CA05093 of \$27,995 per day for the availability charge for the same model S-64 Sky Crane Helicopter. For these two contract they paid one \$2,477,744 and the other \$3,337,134.56. Again, one can only guess at how much of that total that was "donated" to the Democratic Party. Possible there is an unwritten agreement in order to get the contract, they must agree to "donate" possibly \$1.5 or even \$2.0 million to the Party. (Understand that of the data shown in the table, it was done by this writer by going through each contracts to find the availability and use charges requiring an hour or more.)

Consider that the CAL FIRE negotiator or whoever is so confident that there is not a soul watching the store, that they can add millions to a bill and "get away with it." This is very evident in the 2022 fires season (PDF 3190) for the contractor Neptune for his aircraft 373 for the month of August, 2022. For availability, the charge should have been \$801,000. CAL FIRE reported that they paid \$7,801,000 for availability for that month! One is confident to believe that all of that extra \$7,000,000 went to the Democratic Party.

It is noted that the total cost for the 2020 fire season for all the contracted aircraft totaled \$34,374,729.15. In the 2022 fire season the total just for availability was over \$80 million. CAL FIRE for this fire season supplied only the hours flown and nothing else for the "use" category. Using conjecture from the 2020 fire season, one can estimate the total aircraft cost for the 2022 season at roughly \$150 million. Again, one can only guess that at least \$50 million or more including that \$7 million was "donated" to the Democratic Party. (This obvious corruption must be brought to the attention of the Republican controlled House Judiciary Committee, by respected GOP members especially GOP governors. This issue could be a bases loaded home run and pivotal for the GOP cause.)

Obviously CAL FIRE is refusing to cooperate. (They must fear that this writer is doing the action that he is doing now, exposing just how corrupt CAL FIRE is! This is reflected in their attorney Kita Bank's letter (PDF 4374) dated April 4 for copy cost of \$.37 per page to copy 604 pages costing \$223.48. Their idea instead of supplying totals, they want the requester to go through about 50 pages of data like the attached attached PDF 4374 to get the requested data then one has no way of knowing if the data is complete or accurate. (She did finally send him an email with the data in a massive PDF file. (Obviously, they are trying to get this requestor to abandon his goal of exposing the corruption in the FS and of course, also his solution to forest fires.)

There is one issue that also needs investigating is retardant and does its cost justify its use. They reported that they purchased 9 million gallons of it for the 2022 fire season and it is believe to cost about \$3.00 per gallon. It is believed that they purchased it in major quantities at different prices. In a second request, ask for copies of each purchase, the gallons purchased, and the total cost of each purchase. Also ask who signed the authorizatio for the August payment to Neptune for the avilability charge of \$7,801,000.

With this evidence, this writer wrote letters to the US AG and to the State of California's AG asking them to investigate CAL FIRE. There was no response from the US AG and the California AG suggested that he try the State Auditor. He did write to the State Auditor and he refused. (This reinforces a belief held by many, that this Nation has no law enforcment when it comes to corrupt Democrats! (Be prepared to use all the legal muscle that is avialble. It is so important to the future of our Nation that the Democrats must be defeated in 2024. This issue could play a pivotal role in that defeat.)

Try to understand that they have records of each payment made to each contractor and that data should be in a 1 to 3 page report that show the analysis for the amount paid to each contractor for each period. Each Republican needs to do this. Request a copy of every payment made to each contractor and the back-up analysis whose total is the amount paid "for the last 5 or more years." The totals will be a shocker to all and will give much justification and public support to change their SOP as proposed by this writer, the real goal.

This is why this writer is asking every Republicans to get involved. Requeat the suggested data by an Email to: kita.banks@fire.ca.gov or mail it to: Attention: Kita Banks, CAL FIRE Legal Office, P.O. Box 944246, Sacramento, CA 94244-2460, or call her at 279-599-2271.

Consider if all that is proposed is successful and with the AF flying the missions and maintaing the aircraft, they are predicted to achieve two goals. (1) Once operational, there will be no more "major" forest fires because all will be extinguished in their infancy. (2) With the AF doing all the flying, there will be no justification for contracted aircraft and that practice will end along with the associated corruption!

Now to give a synopsis of his proposal to end "major" forest fires.

The proposal is to change their SOP (standard operating procedure) from a ground operation to an almost strictly air one using the C-5M that the AF has 52 now in active service and there may be a dozen or more in near airworthy condition stored in the Arizona aircraft boneyard. Integral with this proposal is to have Congress assign the responsibility for crews and maintenance to the USAF. That decision is beyond debate.

To minimize the size of a new fire requires an ASAP response. To have confidence in extinguishing the fire in a single pass requires the targeted area to be soaked with about ¾ of an inch of water. Even with an ASAP response, by the time aircraft can arrive, the fire is now 10 acres in size. That quantity is 204,000 gallons. The estimated payload of a C-5 converted to a tanker is 40,000 gallons and if it is used, they will need 5 C-5 loads. (An alternative is CAL FIRE has a small tanker model S-2T that has a payload of 1,200 gallons and flies at 200 knots. (Compare this to the C-5 that cruises at 450 knots). If the S-2T is used, they would need 170 loads. An absurdity since they only have 22 of them. The truth is even worse. These are distributed around the State and they can have only 6 is predicted to respond to a fire and togetherr hey can carry a total of 7,200 gallons or 3.5 % of the 204,000 gallons needed.

The impact of this change on CAL FIRE is impressive. That army of firefighters would find their services are no longer needed and most would be discharged. CAL FIRE with a major reduction in its manpower requirements will transform it from being the world's largest fire department to one of the smaller ones. Excluding the one-time conversion cost, this change is predicted to reduce the firefighting budget by more than 50% including the AF charges. When the fleet becomes operational, the predicted life expectancy of a forest fire is less than 3 hours. .

.....

(Not discussed but integral with this proposal is other nations will want this capability too and are willing to pay their share of the cost. With our hemispheres having opposite seasons, one may witness a number of these monsters being flown south for the winter and returning in the spring.) It is with so much hope that the readers of my work will support the proposed change in their SOP. (His next goal is to convince them that he has solutions for earthquakes and floods too, but only if people can believe that the impossible is possible!)

Table
Economics of CAL FIRE Contracted Aircraft

Contract	Aircraft	Availability	Use/hr.	Paid amount	Payload Gallons	hours used	#loads** estimated	Gallons delivered	CPC cost-per-gallon
Fixed Wing									
7CA05084	10 Tanker	\$42,500	\$12,500	\$5,486,163.89	12,000	139.94	47	564,000	\$9.72
7CA05091	LAT	\$20,050	\$7,000	\$2,228,327.77	2,500	117.45	39	97,500	\$22.85
7CA05089	747 Tanker	\$45,000	\$17,000	\$5,986,443.33	18,000	117.23	39	702,000	\$8.53
Rotary Wing, water/retardant transporters									
7CA05086	P3 Orion*	\$24,000	\$7,643	\$3,109,315.73	2,500	125.8	84	210,000	\$14.80
7CA05092	CH-47	\$23,000	\$7,643.19	\$2,834,759.72	2,500	102.7	68	170,000	\$16.68
7CA05093	S-64.	\$27,995	\$7,945.30	\$3,337,134.56	1,380	95.0	63	86,940	\$38.38
7CA05085	UH-60	\$10,200	\$4,230.80	\$1,781,912.33	900	190.6	127	114,300	\$15.59
7CA05090	S-64	\$18,950	\$7,945.30	\$2,477,744.52	1,380	93.6	62	85,560	\$28.95
7CA05094	Bel 214	\$9,000	\$2,245.90	\$914,295.84	observation	40.7	N/A	\$22,464.27	cost-per-hour

Total, contracted aircraft \$34,374,729.15

*Contractor supplies 3 aircraft. The figures are the average for each aircraft

** Although requested is the actual number of loads delivered. This writer estimates an average of 3 hours for fixed wing and 1.5 hours per load for rotary wing aircraft.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



April 4, 2023

Joseph C. Coomer
2920 N. Heller Road MH # E
Oak Harbor, WA 98277

RE: Public Records Request of January 30, 2023, Reference # R006864-020823

Dear Mr. Coomer,

The Department of Forestry and Fire Protection (CAL FIRE) is in receipt of your January 30, 2023, correspondence, in which you requested records under the California Public Record Act (CPRA).

CAL FIRE charges \$.37 cents per page for copies of records, if the amount exceeds \$50.00. It has been determined that the charge for production of the requested records will exceed \$50.00. Therefore, pursuant to Government Code, Section 7922.530(a), CAL FIRE is providing you with an itemized amount to produce the records:

Fees Charged: \$.37 per page.
Number of Pages: 604
Total Cost: \$223.48

If you wish to proceed, you may send payment to:

CAL FIRE Legal Office
P. O. Box 944246
Sacramento, CA 94244-2460

Additionally, if you would like to receive the records electronically, free of charge, we can provide them to you via our PRA Records center. You can set up an account here: <https://inside.fire.ca.gov/offices-programs/legal/> and navigate to the GOV QA PUBLIC PORTAL.

If you do not respond to this letter within thirty (30) business days after the date this statement is sent, your request will be deemed withdrawn under Government Code, Section 7922.530(a).

Please contact me if you have any questions, you can reach me via regular mail at the address listed above, or by email at: kita.banks@fire.ca.gov. You can also reach me via phone by calling (279) 599-2271.

Sincerely,
Kita Banks
Public Records Act Attorney
Sacramento - HQ - Legal Office

A handwritten signature in black ink that reads "Kita Banks".

Data Supplied by CAL FIRE for the 2022 Fire season

Aircraft		DAILY AVAILABILITY PAID							
		JUL	NOV	JUNE	JULY	AUG	SEPT	OCT	NOV
Aero Air, LLC	103			341,556.00	864,844.00	870,000.00	807,113.00		
Air Shasta	555AS			19,940.00	154,535.00	154,535.00	149,950.00		
Billings	404A			427,500.00	864,500.00	826,500.00	788,500.00		
	588A			356,250.00	399,000.00	881,116.00	753,402.00		
Columbia	245			0.00	580,111.00	713,000.00	644,000.00		
	471			382,986.00	687,376.00	797,413.00	688,804.00		
	472			362,098.00	760,750.00	768,355.00	688,870.00		
Coulson - C130	132			808,500.00	1,023,000.00	1,023,000.00	594,000.00		
Coulson Citation	552			102,600.00	124,898.00	130,966.00	125,875.00		
Courtney	4717			144,550.00	206,900.00	171,089.00	134,105.00		
Heli-1	36U			87,000.00	245,813.00	376,133.00	372,000.00		
Hellquest	262			97,300.00	215,450.00	208,500.00	0.00		
HTS	715	13		0.00	0.00	879,305.00	850,650.00	879,005.00	
	716	0		0.00	226,751.00	982,587.00	963,451.00	1,002,383.39	
	719	0		0.00	453,502.00	1,004,183.00	971,790.00	879,005.00	
	720	0		0.00	390,669.00	869,553.00	828,596.11	879,005.00	
	793	16		0.00	198,485.00	849,862.00	819,144.00	879,005.00	
	795	0		0.00	0.00	856,215.00	850,650.00	879,005.00	
Neptune	373			383,000.00	660,000.00	7,801,000.00	0.00		
	476			0.00	104,167.00	360,000.00	360,000.00		
PJ's	809			0.00	325,500.00	325,500.00	325,500.00		
Rogers	873			112,500.00	230,000.00	232,500.00	210,000.00		
Stiller	355			660,000.00	682,000.00	682,000.00	616,000.00		
	375			0.00	682,000.00	682,000.00	616,000.00		

There are no Totals for
Availability for the season
Note for August for Neptune 373
Was \$ 7,801,000. ???

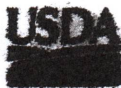
One needs to understand, it takes one to three
seasons to pay the contractor the cost of his
aircraft, then the money is "poor" money! This
practice has been going on for many years.
Contractors are getting rich at the taxpayers expense!

Data Supplied by CAL FIRE for the 2022 Fire season

Aircraft		FLIGHT HOURS						EXTENDED STANDBY HOURS				
		JUNE	JULY	AUG	SEPT	OCT	NOV	JUNE	JULY	AUG	SEPT	OCT
Aero Air, LLC	103	13.66	49.21	40.25	60.36			0	153	107	108	
Air Shasta	555AS	15.9	122.2	99.7	99.9			24	270	290	260	
Billings	404A	57	57.2	108.7	19.8			506	506	196	19	
	588A	17.3	29.9	18.2	59.2			0	360.32	144	368	
Columbia	245	0	23.4	37.08	33.6			0	276	264	181	
	471	21.5	23.4	3.9	13.9			228	394	336	332	
	472	11.4	21	6	19.7			82	170	143	156	
Coulson - C130	132	35.08	48.97	44.74	57.3			53	280	208	195	
Coulson Citation	552	38.79	12.56	35.82	55.15			25	32	46	0	
Courtney	4717	31.28	41	89.53	207.01			114	0	122	56	
Hel-1	36U	0	39.9	23.7	33.9			189	216	464	319	
Helquest	262	12.7	32	29	0			210	429	330	0	
HTS	715	0		335.1	4.4	6.1		0	48	176		
	716	0	49.1	22.3	31.4	6.5		0	297	520	138	
	719	0	42.2	31.5	33.1	3.4		0	354	432	240	
	720	0	0	4.8	42.11	6.35		0	0	222	340	1
	793	0	0	21.4	37.7	10.8		0	0	210	248	
	795	0	0	11	41.2	2		0	0	108	156	
Neptune	373	0	53.96	16.82	0			52	216	104		
	476	0	1.22	1.25	1.25			0	12	0	0	
PJ's	809	0	27	23.7	57			0	499	392	364	
Rogers	873	7.9	21.5	28.5	24.1			0	192	246	81	
Sifler	355	7.3	9.4	3.8	79.3			227	434	322	337	
	375	0	5.2	25.7	56.7			0	441	413	441	

There are no charge per
hour for flight time and
no totals for the 2022
Fire Season.

They pay an estimated
\$ 50/HR for standby time



United States
Department of
Agriculture

Forest
Service

Washington Office

1400 Independence Avenue, SW
Washington, D.C. 20250

File Code: 5100 (8809697)
Date: June 1, 2022

Mr. Joseph C. Coomer
2920 N. Heller Road MH #E
Oak Harbor, WA 98277

Dear Mr. Coomer:

Thank you for your letter of February 10, 2022, to U.S. Department of Agriculture's Forest Service Chief Randy Moore, regarding the use of C-5M military aircraft on wildland fire incidents. Chief Moore has asked me to respond to your letter. I apologize for the delayed response.

The U.S. Department of Agriculture's Forest Service successfully suppresses approximately 98 percent of wildfires on Forest Service lands during initial attack, even though fire complexity has significantly increased over the years. As we have stated in previous correspondence, aircraft are only one component of our firefighting arsenal. The Forest Service primarily uses contracts to access a wide variety of helicopters, small fixed-wing aircraft, and large and very large airtankers to achieve the suppression mission. The variety and size of the commercial aircraft fleet currently at our disposal provides flexibility to employ aircraft that are appropriate for the geography, fire behavior, topography, and length of season. Moving responsibility of firefighting to the military and utilizing a single make and model aircraft for this mission eliminates the ability to assign an appropriate mix of aviation assets to ensure that every wildfire receives a risk-informed and effective response. Additionally, the converted C-5M aircraft may have many distinguishing features, but companies are not proposing them as a contract airtanker. Without proposals, the Forest Service is unable to evaluate CSM aircraft for airworthiness, operational and safety requirements, as well as effectiveness capabilities in the aerial firefighting environment.

Thank you for your continued interest in wildland fire management on National Forest System lands. If you need further assistance, please contact Paul Linse, Assistant Director of Aviation at paul.linse@usda.gov.

Sincerely,

JEROME E. PEREZ
Director, Fire and Aviation Management

It is believed that this letter by the director under Biden is an edited version of the almost identical letter of the Director under Trump. Both are BS!

Caring for the Land and Serving People

Printed on Recycled Paper



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJ
DIRECT

December 17, 2021

Joseph C. Coomer
2920 North Heller Road
Oak Harbor, Washington 98277

Dear Joseph Coomer:

Thank you for your recent letter regarding suspension of freeway bridges as a means of mitigating potential damage due to seismic events. It should be noted that it is not possible to make any structure "earthquake proof," as earthquakes, just like rainfall events, and high winds are understood based on recurrence intervals and magnitude data, and even the best forecast models cannot predict such events without error. Instead, the national standard is a risk-based, reliability approach to the analysis and design of bridges.

The Michigan Department of Transportation (MDOT) utilizes the American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications for design and analysis of all bridges in the state. As part of this national code, Section 3.10.1 notes the following requirement:

"Bridges shall be designed to have a low probability of collapse, but may suffer significant damage and disruption to service when subject to ground motions that have a seven percent probability of exceedance in 75 years"

The AASHTO LRFD Bridge Design Specifications are based on probabilistic reliability, knowing that State Transportation Agencies manage a network of bridges, with many risk factors such as overload from live loads, foundation scour due to flooding events, vessel collisions, wind events, and seismic events.

Per the AASHTO LRFD Bridge Design Specifications, Michigan is in Seismic Zone 1, which generally does not require analysis due to the very low seismicity of the underlying geology. In general, for this level of seismicity, bridge components and connections are conservatively designed to prevent premature failure and are not intended to precisely reflect the expected dynamic seismic forces. In Seismic Zone 1, the prevention of superstructure collapse due to unseating of spans is the primary objective, and this is achieved by the appropriate sizing of bridge seats, bearings, and connections to resist forces and restrain the elements. Our MDOT standard bridge details address this.

* this shows how in-depth that is to believe that it is impossible to think that one can design a structure or anything that is earthquake-proof. (This DOT Secretary was answering my letter and article that proved that it was possible. In his disbelief, did he even read my work?)

Anacortes City Council Minutes - September 11, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of September 11, 2023 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Amanda Hubik were present. Councilmember Bruce McDougall participated in the meeting remotely via Zoom. Councilmember Carolyn Moulton was absent.

Mr. Young moved, seconded by Mr. Walters, to excuse the absence of Ms. Moulton. The motion carried unanimously by voice vote.

Mayor Miller commemorated Patriot Day, recalling his experience of September 11, 2001. He mentioned his visit to Fire Station 1 earlier today where Firefighter - Medics participated in a 110-story stair climb tribute in full bunker gear to those who lost someone that day.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared an update on a water main break on H Avenue that affected a number of homes and mentioned the successful fall cleanup day at the City operations facility held Saturday September 9th.

Planning Committee

Mr. Walters reported from the Planning Committee meeting held earlier in the evening. The topics discussed included the short-term rental code proposal and the MJB development.

North Star Housing Work Group

Mr. Walters reported from the North Star Housing work group held earlier in the morning. The topics discussed included three recommendations: improving coordination and alignment among jurisdictions on housing policy and affordable housing policy, activating non-financial levers, and updating countywide policies to reflect urgency for housing and state legislation in the next Comprehensive Plan update. The group also discussed coordinated entry and the Housing Authority of Skagit County unused housing choice vouchers.

Follow-on Event Center

Mr. Young spoke about community input and discussions with the Port regarding the replacement of the Transit Shed as an event space and possible paths forward to replace the downtown venue. He mentioned that further discussion on the issue would take place at the Economic Development Committee meeting and that there are significant economic opportunities at stake.

Public Comment

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

Jason Hicks of Anacortes spoke about water damage his home sustained during past and recent water main breaks due to defective infrastructure, asserting that there should be improvements made to city infrastructure to handle the amount of storm water that affects his property.

Consent Agenda

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

- a. Minutes of September 5, 2023
 - b. Approval of claims in the amount of \$1,232,132.02
- The following vouchers/checks were approved for payment:
EFT numbers: 107277 through 107311, total \$1,126,892.96
Check numbers: 107312 through 107333, total \$72,836.30
Wire transfer numbers: 330566 through 330957, total \$32,402.76

Other Business

Resolution 3130: Recreation and Conservation Office Local Parks Maintenance Program Authorization

Parks and Recreation Director, Jonn Lunsford, introduced Resolution 3130, Recreation and Conservation Office Local Parks Maintenance Program Authorization, which would include overlay projects on the loop road in Washington Park and the Rotary trail at Cap Sante.

Discussion topics included:

- One-time authorization or allowance for continued grant applications.

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to approve Resolution 3130 as presented. Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, RYAN WALTERS, BRUCE MCDOUGALL, JEREMY CARTER, AMANDA HUBIK. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 6:20 p.m. the Anacortes City Council meeting of September 11, 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 September 18, 2023 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331195	1/31/2022	494	WIDENER & ASSOCIATES	FEMA COORDINATION -	\$ 7,296.00	pw1
331131	2/28/2022	544	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - FEB 2022	\$ 1,080.00	pw1
331132	4/30/2022	580	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - APRIL 2022	\$ 8,860.80	pw1
331133	5/31/2022	612	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - MAY 2022	\$ 940.80	pw1
331134	6/30/2022	665	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - JUNE 2022	\$ 2,083.20	pw1
331135	7/31/2022	670	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - JULY 2022	\$ 2,164.80	pw1
331136	4/30/2023	982	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - APRIL 2023	\$ 3,872.00	pw1
331137	6/30/2023	1058	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - JUNE 2023	\$ 1,188.00	pw1
331199	7/19/2023	INV3255156	CARDIO PARTNERS INC.	TRAINING - FA/CPR/BBP - 2023-01-26	\$ 720.00	dwwtp
331201	7/19/2023	INV3255157	CARDIO PARTNERS INC.	TRAINING - FA/CPR/AED/BBP 2023-03-31	\$ 720.00	dwwtp
331203	7/19/2023	INV3255159	CARDIO PARTNERS INC.	TRAINING FA/CPR/AED/BBP 2023-05-12; 05-19; 05-23	\$ 2,520.00	dwwtp
331456	7/27/2023	9577403	SERVPRO OF SKAGIT COUNTY	WATER MITIGATION	\$ 37,003.76	finance
331194	7/31/2023	1092	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - JULY 2023	\$ 10,217.70	pw1
331198	7/31/2023	1093	WIDENER & ASSOCIATES	FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - JULY 2023	\$ 528.00	pw1
331130	7/31/2023	1094	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - JULY 2023	\$ 14,428.37	pw1
331192	7/31/2023	13064	3 KINGS ENVIRONMENTAL, INC.	FORMER WTP DEMOLITION PROJECT: DEMOLITION	\$ 631,617.60	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331298	8/1/2023	5067800994	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 5/1-7/31/23	\$ 783.26	publib
330961	8/1/2023	ReimbNelson	NELSON, BONNIE	MILEAGE FOR AGING MASTERY TRAINING 7/10	\$ 30.80	parks1
330964	8/21/2023	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 7/19-8/18/23	\$ 19.18	parks1
330971	8/21/2023	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 7/19-8/18/23	\$ 16.51	parks1
330963	8/21/2023	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 7/19-8/18/23	\$ 52.64	parks1
330966	8/21/2023	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR.7/19-8/18/23	\$ 24.31	parks1
330970	8/21/2023	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 7/19-8/18/23	\$ 13.00	parks1
330965	8/21/2023	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 7/19-8/18/23	\$ 13.00	parks1
331293	8/21/2023	ReimbLindquist	LINDQUIST, THAD	REIMBURSE PHARMACY COPAY, LEOFF1 RETIREE	\$ 67.79	hr
331116	8/22/2023	24-WAR045549-1	DEPARTMENT OF ECOLOGY	FY 2024 WQ PROGRAM PERMIT FEE	\$ 8,990.00	pw1
331193	8/25/2023	21863 - 3	H W LOCHNER, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - 7/1/23-8/25/23	\$ 14,056.89	pw1
331394	8/28/2023	0770	FIDALGO CLEANING	APD CLEANING & SUPPLIES	\$ 800.00	apd
331138	8/28/2023	360-299-0973-1017915	ZIPLY FIBER	WWTP 8/28-9/27/23	\$ 485.95	dwwtp
331184	8/29/2023	4Z67039	PLATT ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	\$ 59.75	dwwtp
330962	8/29/2023	566928	DOG WASTE DEPOT	DOG WASTE BAGS FOR PARKS	\$ 7,274.40	parks1
331292	8/29/2023	ReimbLindquist	LINDQUIST, THAD	REIMBURSE TRANSAMERICA COPAY	\$ 689.75	hr
331295	8/30/2023	46957	DIMENSIONAL COMMUNICATIONS INC	IT ASSISTANCE W/ MICROPHONE IN COURT ROOM	\$ 442.00	court
331117	8/30/2023	INV-010732	OVERHEAD DOOR CO	FIRE STATION 1 SECTIONAL DOOR REPLACEMENT	\$ 20,967.94	pw1
331186	8/30/2023	S202311285	SUPERIOR SYSTEMS, INC	MAINTENANCE - OUTSIDE SERVICE	\$ 130.32	dwwtp
331296	8/31/2023	0173	SKAGIT COUNTY SOLID WASTE FUND	AUGUST TONNAGE HAULED	\$ 100,931.92	dshop
331191	8/31/2023	13102	3 KINGS ENVIRONMENTAL, INC.	FORMER WTP DEMOLITION PROJECT: DEMOLITION	\$ 1,176,225.55	dwtp
330974	8/31/2023	15075	LYNDEN PRECAST LLC	CEMETERY LINERS	\$ 2,007.00	parks1
330988	8/31/2023	19388	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - 07/16/23 - 08/15/23	\$ 1,827.35	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331400	8/31/2023	1969-3	THE SHERWIN WILLIAMS CO	PAINTING SUPPLIES- STREET DEPT	\$ 376.30	dshop
330990	8/31/2023	244970	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK FOR WATER DEPT	\$ 812.09	wdist
331289	8/31/2023	245959	INFOSEND, INC.	AUGUST 2023 PROCESSING	\$ 4,173.81	finance
331221	8/31/2023	3080122	UTILITIES UNDERGROUND LOCATION	AUGUST LOCATE TICKETS	\$ 243.81	dshop
331185	8/31/2023	38046953	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 397.71	dwwtp
331294	8/31/2023	48009	PACIFIC SECURITY	SECURITY GUARD SERVICE AUGUST 2023	\$ 551.25	court
331183	8/31/2023	4J25121	PLATT ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	\$ 278.63	dwwtp
331211	8/31/2023	8001	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 85.00	pubdef
331212	8/31/2023	8002	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 34.00	pubdef
331213	8/31/2023	8003	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 34.00	pubdef
331214	8/31/2023	8004	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 93.50	pubdef
331215	8/31/2023	8005	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 93.50	pubdef
331216	8/31/2023	8006	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 85.00	pubdef
331217	8/31/2023	8007	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 102.00	pubdef
331218	8/31/2023	8008	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 21.25	pubdef
331219	8/31/2023	8009	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 119.00	pubdef
331220	8/31/2023	8010	LAW OFFICE OF DONNA B GIBSON	PUB DEF CONFL	\$ 46.75	pubdef
331297	8/31/2023	FB-2216	CITY OF MOUNT VERNON	DARK FIBER	\$ 350.00	fiber
331265	8/31/2023	IN952671	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - AUGUST 2023	\$ 9,455.82	fiber
331188	9/1/2023	052-0010-00	CITY OF ANACORTES	OPS: 8/1-8/31/23	\$ 1,644.64	dshop
331290	9/1/2023	1396972-0043-8	WASTE MANAGEMENT	AUGUST 2023 CONTRACTED SERVICES	\$ 144,268.51	finance
330976	9/1/2023	139865	VENTEK INTERNATIONAL	WA PARK PAY STATION MONITORING 9/1-9/30/23	\$ 135.00	parks1
331190	9/1/2023	190-1840-00	CITY OF ANACORTES	WWTP 8/1-8/31/23	\$ 6,456.68	dwwtp
331392	9/1/2023	19759	JUSTICE WORKS, LLC	JUSTICE WORKS - CASE MANAGEMENT SOFTWARE	\$ 60.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
330713	9/1/2023	2176	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 82.50	pubdef
330714	9/1/2023	2177	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 90.00	pubdef
330715	9/1/2023	2178	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 22.50	pubdef
330716	9/1/2023	2179	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 1,237.50	pubdef
330717	9/1/2023	2180	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 97.50	pubdef
330718	9/1/2023	2181	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 15.00	pubdef
330758	9/1/2023	2182	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 142.50	pubdef
330797	9/1/2023	2183	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 165.00	pubdef
330878	9/1/2023	2184	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 240.00	pubdef
330879	9/1/2023	2186	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 15.00	pubdef
330880	9/1/2023	2187	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 165.00	pubdef
330881	9/1/2023	2188	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 84.50	pubdef
331287	9/1/2023	234748	CONTROL FACTORS-SEATTLE INC	MAINTENANCE SUPPLIES	\$ 928.04	dwwtp
331267	9/1/2023	59196	AAQUA TOOLS, INC.	OPERATING SUPPLIES- SOLID WASTE	\$ 4,008.20	dshop
330973	9/1/2023	I2400857	WASHINGTON STATE PATROL	SR CENTER VOLUNTEER BACKGROUND CHECKS	\$ 33.00	parks1
330989	9/5/2023	1639271	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 286.00	finance
331266	9/5/2023	2814	NORTHWEST CORROSION	ANNUAL WATER RESERVOIR CATHODIC PROTECTION CHECKS 2023	\$ 1,600.00	dwwtp
331114	9/5/2023	INV-001242	ACE CLEAN	WINDOW CLEANING @ CEMETERY	\$ 200.00	pwfac
331401	9/6/2023	0013986	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER INVENTORY	\$ 4,417.28	wdist
330996	9/6/2023	07/10/2023	NELSON, BONNIE	AGING MASTERY REIMBURSEMENT	\$ 62.12	parks1
331118	9/6/2023	119886	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 2	\$ 1,119.81	pw1
331119	9/6/2023	119887	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 3	\$ 1,312.36	pw1
331120	9/6/2023	119888	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 7	\$ 1,410.68	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331121	9/6/2023	119889	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 8	\$ 1,410.68	pw1
331122	9/6/2023	119890	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 9	\$ 1,024.93	pw1
331123	9/6/2023	119891	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 10	\$ 1,217.64	pw1
331124	9/6/2023	119892	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 11	\$ 1,275.90	pw1
331125	9/6/2023	119893	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 12	\$ 890.47	pw1
331126	9/6/2023	119894	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL	\$ 1,125.22	pw1
331127	9/6/2023	119895	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2023-2025 - INSTALL LIGHT AT WWTP PS 17	\$ 1,217.64	pw1
330969	9/6/2023	22-238-PRK-0051	STRANDBERG CONSTRUCTION, LLC	RETAINAGE RELEASE	\$ 4,041.24	pw1
330983	9/6/2023	231061	T-SHIRTS BY DESIGN	ADD ON SOCCER JERSEY	\$ 11.97	pkrec
330997	9/6/2023	24-WAG994323-1	DEPARTMENT OF ECOLOGY	HEART LAKE AQUATIC PERMIT	\$ 500.00	parks1
330993	9/6/2023	773061	REECE, STORMIE	DEPOT CLEANING SERVICES	\$ 1,694.00	parks1
331269	9/6/2023	92377	RH2 ENGINEERING, INC	WATER METER ANTENNA DESIGN - THRU AUG 27, 2023	\$ 473.55	pw1
330960	9/6/2023	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; AUGUST 2023	\$ 378.00	apd
330979	9/6/2023	RefundBrown	BROWN, CHRIS	WA PARK REFUND	\$ 61.00	parks1
330994	9/6/2023	RefundCulp	CULP, WAYNE	WA PARK REFUND	\$ 14.00	parks1
330992	9/6/2023	RefundDraper	DRAPER, DIANA	WA PARK REFUND	\$ 53.00	parks1
330995	9/6/2023	RefundGroussman	GROUSSMAN, JERRY	WA PARK REFUND	\$ 54.00	parks1
330978	9/6/2023	RefundHanenburg	HANENBURG, DEBRA	WA PARK REFUND	\$ 82.00	parks1
330977	9/6/2023	RefundMonroe	MONROE, ANDREA	WA PARK REFUND	\$ 53.00	parks1
331208	9/7/2023	00540-08	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 82.50	pubdef
331209	9/7/2023	00832-08	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 15.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331207	9/7/2023	00922-08	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 487.50	pubdef
331206	9/7/2023	00929-08	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 210.00	pubdef
331204	9/7/2023	00930-08	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 795.00	pubdef
331393	9/7/2023	220013286491	PUGET SOUND ENERGY INC	APD 8/5-9/6/23	\$ 2,877.38	apd
331272	9/7/2023	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 8/5-9/6/23	\$ 35.04	finance
331276	9/7/2023	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 8/5-9/6/23	\$ 60.84	dshop
331274	9/7/2023	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 8/5-9/6/23	\$ 10.89	dwwtp
331155	9/7/2023	23-24395	EDGE ANALYTICAL, INC	LAB TESTING - SOURCE TESTING 2023	\$ 1,667.70	dwwtp
331181	9/7/2023	23-24402	EDGE ANALYTICAL, INC	LAB TESTING - SOURCE TESTING 2023	\$ 555.90	dwwtp
331139	9/7/2023	231070	T-SHIRTS BY DESIGN	CREW UNIFORMS	\$ 366.66	pw1
331406	9/7/2023	231071	T-SHIRTS BY DESIGN	WORK SUPPLIES	\$ 261.12	dshop
331405	9/7/2023	231072	T-SHIRTS BY DESIGN	WORK SUPPLIES	\$ 195.84	dshop
331402	9/7/2023	231073	T-SHIRTS BY DESIGN	WORK SUPPLIES	\$ 184.96	dshop
331404	9/7/2023	231074	T-SHIRTS BY DESIGN	WORK SUPPLIES	\$ 184.96	dshop
331222	9/7/2023	4J50009	PLATT ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	\$ 30.47	dwwtp
331273	9/7/2023	825508-1	IBS INC	SMALL TOOLS	\$ 366.26	dwwtp
331277	9/7/2023	9333809973	GRAYBAR ELECTRIC COMPANY, INC	SFP+ FOR OLT	\$ 2,658.20	fiber
331286	9/8/2023	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 8/8-9/7/2023	\$ 5,040.21	publib
331271	9/8/2023	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 8/8-9/7/23	\$ 13.34	finance
331279	9/8/2023	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 8/8-9/7/23	\$ 15.94	dshop
331275	9/8/2023	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 8/8-9/7/23	\$ 10.89	dwwtp
331299	9/8/2023	5068096774	RICOH USA, INC	S/N C86079893 LIBRARY PUBLIC 6/1-8/31/23	\$ 379.83	publib
331264	9/8/2023	96030318	SOFTCHOICE CORPORATION	EXCHANGE SERVER MIGRATION	\$ 897.00	infosys
331200	9/8/2023	P1 22	UNITED STATES POSTAL SERVICE	PERMIT FEES 2023 ACCT 1492852 9/29/23-9/29/24	\$ 620.00	finance
331210	9/8/2023	RefundBehne	BEHNE, RORI	WA PARK REFUND	\$ 111.00	parks1
331205	9/8/2023	RefundBingham	BINGMAN, JULIE	WA PARK REFUND	\$ 111.00	parks1
331263	9/10/2023	1033	GEN1 K9 LLC	DOG OBEDIENCE CLASSES	\$ 382.50	pkrec
331280	9/11/2023	2421	THE CLEAN TEAM	CITY BATHROOM CLEANING	\$ 3,550.00	plan
331396	9/11/2023	9833895056	GRAINGER	MAINTENANCE SUPPLIES	\$ 34.27	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
331283	9/11/2023	INV2703366	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 8/8-9/7/23	\$ 365.95	finance
331415	9/12/2023	164887	WALTON BEVERAGE COMPANY, INC	10 LBS. COFFEE 9-12	\$ 126.00	medic
331414	9/12/2023	23.04	SNOHOMISH FIRE DISTRICT 4	LASKY CLASS	\$ 160.00	medic
331390	9/12/2023	INV2704034	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 8/11-9/10/23	\$ 402.44	finance
	Total				\$ 2,287,647.91	



City Council Agenda Bill

Meeting Date: September 18, 2023 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: 29th Street and Skyline Reservoirs Alternative Analysis #23-238-WTR-001

Staff Contact(s): TIM HOHMANN, BRIAN MCDANIEL

Approved for Submittal to Council by **Action Type**
Jordan Boggs Contract Award

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$65,450.00 to HDR Engineering, Inc. to provide an engineered cost estimate for the repair and replacement of the 29th Street and Skyline Reservoirs. This preliminary design and cost estimate will assist the City in evaluation of a repair or an alternative procedures project.

Background: The City of Anacortes water distribution system is comprised of five storage reservoirs, four of which represent the bulk of water storage for the City. In 2018, a single aging reservoir at the Blue Heron Circle site was replaced with twin 1.5 million-gallon reservoirs as the existing reservoir had reached the end of its useful life. Two of the remaining reservoirs, the 29th Street Reservoir and the Skyline Reservoir, are of a similar vintage to the old Blue Heron Reservoir and both exhibit similar signs of wear though less advanced. In addition, each reservoir has a coating system that utilizes a lead-based primer. Action is required to complete maintenance and repair of these reservoirs or construct replacement reservoirs.

This scope of services consists of alternatives analysis considering up to two alternatives for each reservoir: reservoir repair, and reservoir replacement. The replacement alternative will consider long term water storage requirements identified in the City's current water system planning effort as well as redundancy. All alternatives identified will be provided with an opinion of probable construction cost to aid in decision making.

Key Terms:

1. Contract is for a firm fixed price of \$65,450.00.
2. The period of performance under this Agreement is through December 31, 2024.

Competitive Bidding: Per RCW 39.80 this engineering consultant was selected from the City's MRSC Architectural, Landscape Architectural, and Engineering Service Roster to provide a proposal for this scope of work, after which a price was negotiated.

Budget Impact:

Consultant	HDR Engineering, Inc.
Contract Amount	\$65,450.00
Earmarked Funds	\$2,610,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/24

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-238-WTR-001 with HDR Engineering, Inc. in the amount of \$65,450.00 to perform the evaluation and design of the 29th Street and Skyline Reservoirs Alternative Analysis.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-238-WTR-001



AGREEMENT 23-238-WTR-001

Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

29TH STREET AND SKYLINE RESERVOIRS ALTERNATIVE ANALYSIS

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and HDR Engineering, Inc., hereinafter referred to as the "Consultant".

WHEREAS, the City requires the professional services of the Consultant;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Work.** Under this Agreement, the Consultant shall provide an engineered cost estimate for the repair and replacement of the 29th Street and Skyline Reservoirs. This preliminary design and cost estimate will assist the City in evaluation of a repair or an alternative procedures project. Work is specified in Exhibit A, which is attached hereto and incorporated by reference, and shall be performed under the direction of the City's Project Manager, Terry Nemeth, or designee.

2. **Price and Payment Terms.** The services provided under this Agreement shall be for a firm fixed price of **Sixty-Five Thousand Four Hundred Fifty Dollars (\$65,450.00)**, as detailed in Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception to December 31, 2024.

4. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant 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 Consultant. 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 Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. Convey to the subcontractor any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause **Notices**, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant 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 Consultant shall comply with this request at once and shall not employ the subcontractor for any further Work under the Contract.

5. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant'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.

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period,

by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant 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.

7. **Withholding Payment.** In the event the City determines that the Consultant 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 Consultant 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 Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant 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 Consultant 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 Consultant 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 Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

8. **Final Payment: Waiver of Claim.** The Consultant's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Consultant as unsettled at the time request for final payment is made.

9. **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 Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

10. **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, Consultant 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.

11. **Indemnification / Hold Harmless.** Consultant 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, to the extent arising out of or resulting from the alleged negligent or wrongful acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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.

12. **General and Professional Liability Insurance.**

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant 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: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent consultants and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance: Consultant 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 and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision: The Consultant'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 Consultant'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 Consultant 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 Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor' 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 Consultant'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 Consultant 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.**

H. Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Consultant 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 Consultant 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 sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits: If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

13. **Registered or Licensed.** The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within 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.

14. **Inspection.** The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final, subject to the Disputes clause contained herein. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for their own methods and conduct during the period of performance.

15. **Standard of Care.** The Consultant represents that they have the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant, and any persons employed by Consultant, shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the services, at the City's discretion.

16. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, 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. **Consultant 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 Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractor during the performance of this Agreement.

18. **Acceptance.** Consultant acknowledges and agrees that these contract terms 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 Consultant. These contract terms supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, Consultant's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

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

20. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant 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 Consultant 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 Consultant shall not be entitled to receive any further payments under the Agreement until all work called for 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

Consultant. The Consultant 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 Consultant 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 Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

21. **Changes/Additional Work**. The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant 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 Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

23. **Non-assignable**. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

24. **Covenant Against Contingent Fees**. The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

25. **Disputes**

A. General: Differences between the Consultant 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 Consultant 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 Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet

within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

26. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; 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 Consultant shall have no recourse against the City

27. **Compliance with Laws.** The Consultant 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, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

29. **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.

30. **Survival of Agreement Termination.** The articles relating to Indemnification / Hold Harmless, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

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

CONSULTANT:

HDR Engineering, Inc.
Scott Johnson, PE
929 108th Ave NE, Suite 1300
Bellevue, WA 98004

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

HDR ENGINEERING, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

Title _____

Date _____

**23-238-WTR-001
EXHIBIT A**

29th Street and Skyline Reservoirs Alternatives Analysis

Scope of Services

August 2023



**929 108th Avenue NE
Suite 1300
Bellevue, WA 98004-4361
(425) 450-6200**

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SCOPE OF SERVICES

Background

The City of Anacortes (City) water distribution system is comprised of five storage reservoirs, four of which represent the bulk of water storage for the City. In 2018, a single aging reservoir at the Blue Heron Circle site was replaced with twin 1.5 million-gallon (MG) reservoirs as the existing reservoir had reached the end of its useful life. Two of the remaining reservoirs, the 29th Street Reservoir and the Skyline Reservoir, are of a similar vintage to the old Blue Heron Reservoir and both exhibit similar signs of wear though less advanced. In addition, each reservoir has a coating system that utilizes a lead based primer. Action is required to complete maintenance and repair of these reservoirs or construct replacement reservoirs.

This scope of services consists of alternatives analysis considering up to two alternatives for each reservoir: reservoir repair, and reservoir replacement. The replacement alternative will consider long term water storage requirements identified in the City's current water system planning effort as well as redundancy. All alternatives identified will be provide with an opinion of probable construction cost to aid in decision making.

Scope of Services

Task 100 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will attend monthly project management meetings with the client Project Manager to review project scope, schedule, and budget issues.

Client Responsibilities

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be 4 months.
2. One project management meeting will be held every other month with 2 hours of project manager time will be required for each meeting preparation, attendance, follow-up, and notes.
3. Invoices will be HDR standard invoice format.
4. Expense backup will not be provided with invoices but will be available for review at HDR.

Deliverables

1. Scope of services, schedule (Gantt chart or project milestones), and budget (PDF file and two copies).
2. Project Management Plan (Project Guide) (PDF file).
3. Monthly reports and invoices (one copy with invoice can be mailed or e-mailed PDF file)
4. Monthly project schedule and budget updates.
5. Project management meeting agenda and notes (e-mailed PDF files).

Task 200 Alternatives Analysis

Objective

The objective of this task is to present a comparison of the recommended repairs identified in prior reservoir inspection reports (by others) with the construction of new replacement reservoirs.

HDR Services

1. Conduct a kickoff site visit to each reservoir site.
2. Develop a conceptual design of a replacement reservoir at each site.
3. Perform hydraulic modeling to assess the ability to take either reservoir offline for the duration of construction.
4. Develop OPCCs for each alternative.
5. Document replacement alternatives along with repair alternatives in a TM.
6. Conduct a workshop to review the alternatives presented in the TM as well as the findings of the structural evaluation phase.
7. Participate in a project briefing for the City's Public Works Committee.
8. Perform Quality Assurance and Quality Control (QA/QC) on all deliverables prior to submittal to the City.

Client Responsibilities

1. Attend kickoff site visit and allow HDR to access the reservoir sites.
2. Provide HDR with the required storage volumes for each site based on the current Water System Planning effort.
3. Provide HDR with access to the updated water system model.
4. Participate in the review workshop.
5. Lead the Public Works Committee Briefing.
6. City or City's consultant shall provide recommendations and costs for coating systems for the new reservoirs as well as recommendations and costs for cathodic protection systems.
7. Provide any comments on draft deliverables in a single consolidated and coordinated review set.

Assumptions

1. The kickoff site visit will be 2 hours in duration with 6 hours budgeted for up to two HDR attendees for travel and attendance and follow-up.
2. The conceptual design of each reservoir replacement will consist of markups to aerial images of each site showing reservoir locations and high level pipe routing.
3. No modifications to distribution system piping outside of the reservoir site will be considered as part of this effort.
4. For purposes of this scope of services it is assumed the hydraulic modeling will confirm that both reservoirs (one at a time) can be taken offline for the duration of any construction required. If hydraulic modeling indicates this is not feasible this scope of services will need to be amended to include a constructability review of how to implement repair or replacement of the existing reservoirs while maintain water delivery to customers.
5. Alternatives considering multiple reservoirs on existing sites will not be considered as part of this effort.
6. Recommendations for repair and recoating of the existing reservoirs will be taken from the February, 2019 reservoir inspection report prepared by Gray and Osborne, Inc (G&O). The OPCCs provided will be incorporated into the alternatives analysis and will be escalated to 2023 dollars based on ENR Construction Cost Index (CCI) factors.
7. The City's existing large reservoir facilities are AWWA D-100 reservoirs. Any replacement reservoirs are assumed to be AWWA D-100 reservoirs. Concrete reservoirs will not be considered as a part of this effort.
8. The review workshop will be conducted virtually. It will be 2 hours in duration attended by 3 HDR staff with 4 hours (total) each for meeting prep and follow up.
9. The Public Works Committee briefing will be 1 hour in duration, in person at City Hall, with 6 hours budgeted for 2 HDR staff for preparation, attendance and follow up.
10. All OPCCs developed for alternatives are intended to be used to aid in decision making and budgeting for the project. OPCCs are based on the best judgment of experienced professionals generally familiar with the industry. However, due to the uncertainty of labor/materials prices and market/bidding conditions, the OPCC is not guaranteed to be the same as actual construction cost. It is assumed that for this effort OPCC a Class 4 OPCC, as defined by the AACE International, with an accuracy range of -30% to +50%.

Deliverables

1. Draft and Final Alternatives Analysis TM in PDF form.

Schedule

Below are schedule completion dates for each task under this scope of work.

Milestones	Date
NTP	November 13, 2023
Task 100 – Project Management	March 31, 2024
Task 200 – Alternatives Analysis	March 31, 2024

Fee

The total fee for this scope of services is \$65,450. A breakdown of this fee by task is provided in the table below.

Task	Total
100 – Project Management	\$7,050
200 – Alternatives Analysis	\$58,400
Project Total	\$65,450

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: September **Agenda Item:** 6.a.
18, 2023

Agenda Item Title: Interlocal Agreement with Skagit County for 2023 Library Materials Funding #23-248-LIB-001

Staff Contact(s): JEFF VOGEL

<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 receive funding which will assist in providing library materials to the residents of unincorporated Skagit County.

Background: For decades Skagit County has made funding available to help cover a portion of the cost of providing services to non-resident users of the Anacortes Public Library. This interlocal agreement allows for this practice to continue.

Key Terms:

- The term of this Agreement shall be from execution through December 31, 2023.
- The County will provide the City a total sum of \$14,695.00.
- Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.

Budget Impact:

Receipt of \$14,695.00

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to execute the Interlocal Cooperation Agreement 23-248-LIB-001 between City of Anacortes and Skagit County for Library Materials.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 23-248-LIB-001

INTERLOCAL COOPERATIVE AGREEMENT FOR LIBRARY MATERIALS

This Interlocal Cooperative Agreement for Library Materials is entered into between Skagit County, hereinafter referred to as the “County”, and the City of Anacortes, hereinafter referred to as the “City” pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the residents residing in unincorporated Skagit County.
- Historically, the City has provided library access to residents and nonresidents alike.
- Non-residents are required to pay a fee for library access.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing access to residents and non-residents.
- The County, in 2023, has made funding available for a portion of the costs to provide for the purchase of materials for use by resident and non-resident users of libraries located within the City.

In consideration of the facts listed above, the parties agree as follows:

1. During 2023 the County will provide the City a total sum of \$14,695 to assist in providing library materials to the residents of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.
2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.

5. No Partnership or Joint Venture: No partnership and/or joint venture exist between the Parties, and no partnership and/or 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.
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 or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 6.1 The County's representative shall be the Budget and Finance Director.
 - 6.2 The City's representative shall be the Library Director.
7. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
8. 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.
9. 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.
10. 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.
11. The term of this agreement is the date of execution through December 31, 2023.

CITY OF ANACORTES

Matt Miller, Mayor

ATTEST:

Clerk, City of Anacortes

APPROVED AS TO FORM:

Attorney, City of Anacortes

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



City Council Agenda Bill

Meeting Date: September 18, 2023 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: Enterprise Resource Planning (ERP) Software Selection - Consulting Services #23-254-IDS-001

Staff Contact(s): Emily Schuh

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$93,000.00 to SoftResources LLC to perform the Consulting Services for the Enterprise Resource Planning (ERP) Software Selection Project. SoftResources Software Consulting will provide assistance in evaluating our current business processes and systems and then to assist in the selection of a new Enterprise Resource Planning (ERP) software selection.

The ERP Software Selection project is broken into five phases.

Phase 1. ERP Needs Assessment

- a. Project Launch
- b. Discovery Workshops
- c. Process Analysis
- d. Document Requirements

Phase 2. Request for Proposal

- a. RFP for ERP Software
- b. Vendor Outreach
- c. RFP Issuance

Phase 3. Vendor Evaluation

- a. Vendor Analysis
- b. Vendor Analysis Report

Phase 4. Demos and Decision

- a. Demo Script
- b. Demo Preparation
- c. Demo Facilitation

d. Software Decision

Phase 5. Contract Review

a. Vendor Contract

b. Vendor Statement of Work

Staff City seeks authorization to complete Phase 1 in 2023 for a fixed fee of \$22,800 (plus travel expenses) and then complete the remaining Phases 2-5 in 2024. The project is included in the 2024 CFP.

Background:

1. History: The City has utilized Tyler Eden systems for over 20 years. Tyler has indicated that Eden will cease to be supported as of March 1, 2027. During the 2023 budget retreat City Council supported the Mayor and Staff's recommendation to seek a consultant to assist with the selection of an ERP software solution.
2. Key Terms:
 - Contract is for a firm fixed price of \$93,000.00.
 - The period of performance is from contract inception through October 16, 2024.
3. Competitive Bidding: This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	SoftResources LLC
Contract Amount	\$93,000.00
Earmarked Funds	
BARS #	001.210.514.20.40 – 12.5% 001.220.518.80.41 – 12.5% 001.230.518.10.40 – 12.5% 401.711.534.00.40 – 12.5% 440.711.535.00.40 – 12.5% 450.780.537.10.40 – 12.5% 501.790.548.31.40 – 12.5% 445.711.531.00.41 – 12.5%
Budget Amendment Required?	No
Start Date	Inception

End Date	10/16/2024
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Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-254-IDS-001 with SoftResources LLC in the amount of \$93,000.00 to perform the Consulting Services for the Enterprise Resource Planning (ERP) Software Selection Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

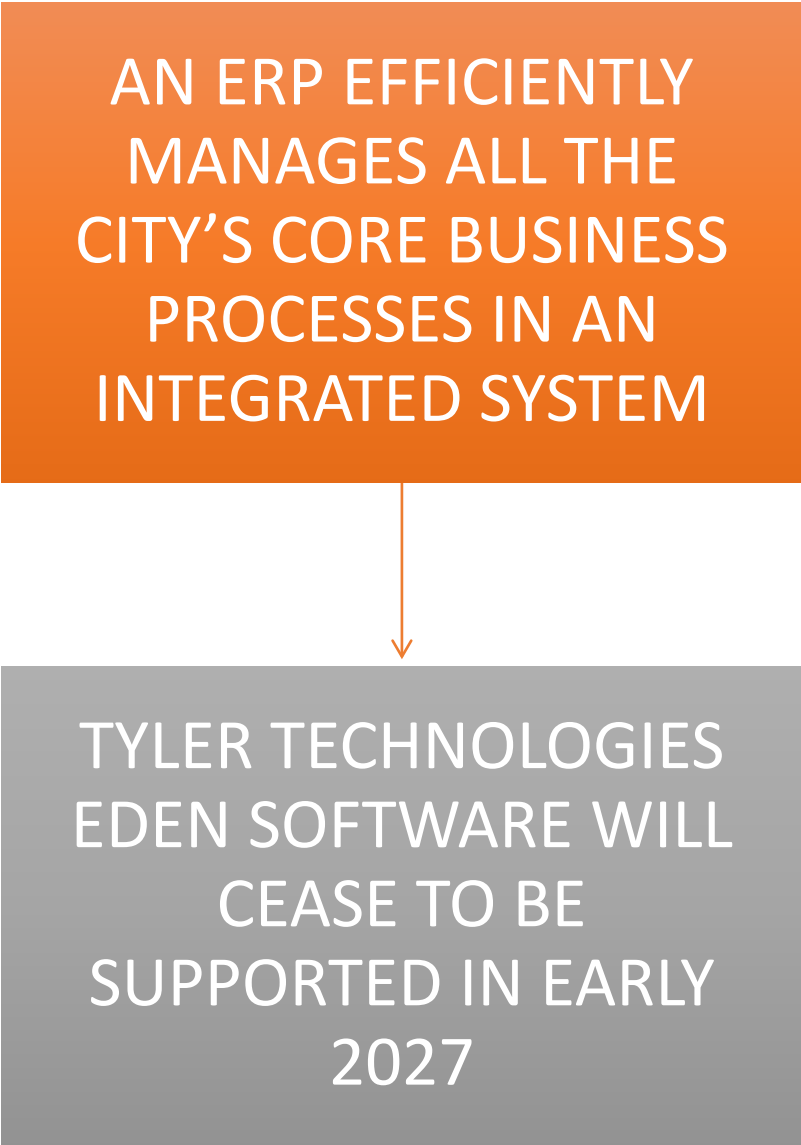
1. Enterprise Resource Planning (ERP) Presentation 2023 0918
2. 23-254-IDS-001

Enterprise Resource Planning (ERP) Software Selection Consulting Services Contract

September 18, 2023

Why is the City
considering an
ERP
Replacement??

AN ERP EFFICIENTLY
MANAGES ALL THE
CITY'S CORE BUSINESS
PROCESSES IN AN
INTEGRATED SYSTEM



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graph TD; A[AN ERP EFFICIENTLY MANAGES ALL THE CITY'S CORE BUSINESS PROCESSES IN AN INTEGRATED SYSTEM] --> B[TYLER TECHNOLOGIES EDEN SOFTWARE WILL CEASE TO BE SUPPORTED IN EARLY 2027]
```

TYLER TECHNOLOGIES
EDEN SOFTWARE WILL
CEASE TO BE
SUPPORTED IN EARLY
2027

Why is a consultant needed?



TO DEFINE
REQUIREMENTS



TO DEVELOP THE RFP



TO EVALUATE
SOFTWARE
DEMONSTRATIONS



TO ADVISE THROUGH
THE SOFTWARE
DECISION



TO PROVIDE CONTRACT
REVIEW AND
NEGOTIATION SERVICES

AREAS OF FOCUS

- **Finance**
 - General Ledger
 - Accounts Payable
 - Purchasing
 - Fixed Assets
 - Contract Management
 - Accounts Receivable/Billing
- **Utility Billing**
- **Human Capital Management**
 - Human Resources
 - Payroll
- **Reporting**
- **Compatibility with other systems that will remain in use**

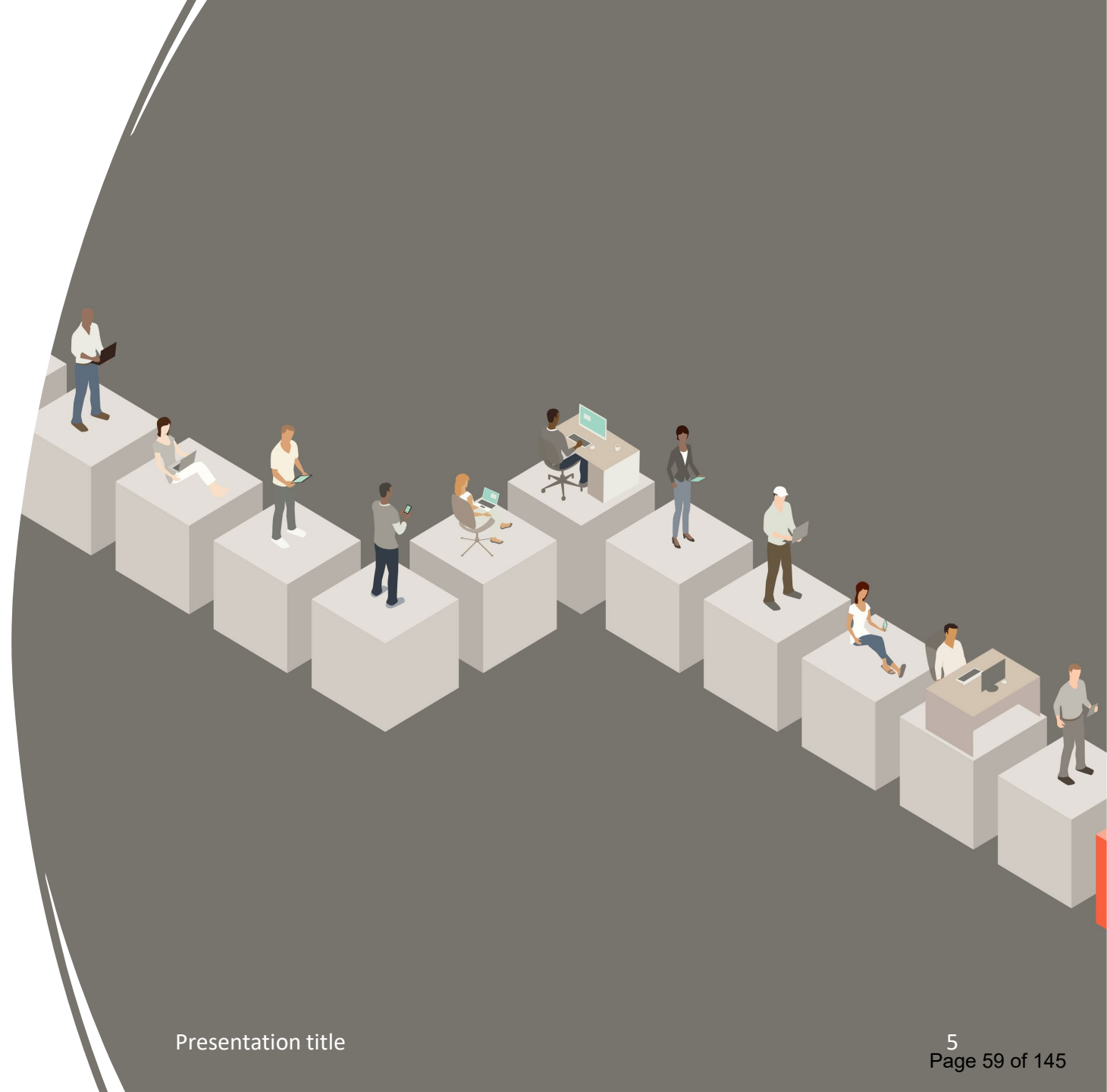
Phase 1 Needs Assessment (2023)

Launch and manage project

Work with City to analyze current systems environment

Define requirement

Identify opportunities for business process improvement





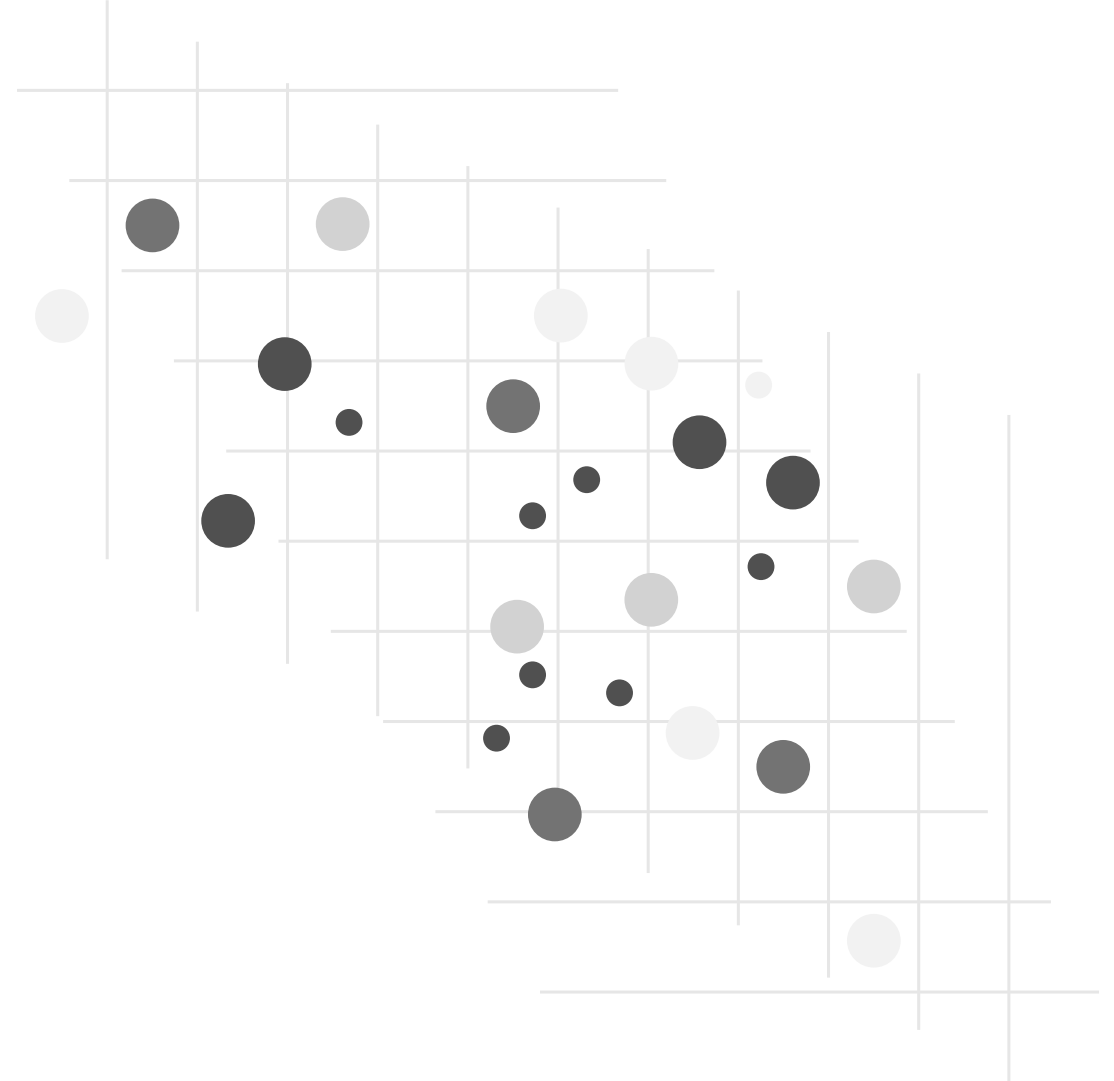
Phase 2 Vendor Evaluation 2024

SoftResources will conduct fit analysis on vendor proposals

With City will determine short list of vendor candidates

Phase 3 Vendor Evaluations

Conduct fit analysis on vendor proposals and work with City to determine short list of vendor candidates

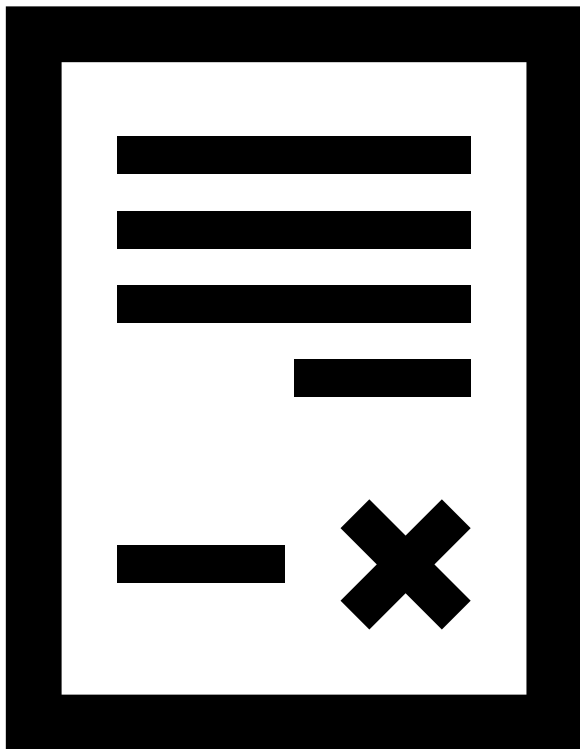


A person wearing a blue plaid shirt is holding a white tablet. In the foreground, a silver laptop is open on a white desk. Below the laptop, there are several business charts, including a bar chart with blue bars and a line graph, and a pie chart with green and orange segments. The background is a bright, out-of-focus indoor setting.

Phase 4 Demonstration and Decision

Selected vendors invited to demonstrate how they handle CITY specific business needs through scripted demo process.

City will identify 1-2 finalist vendors and conduct due diligence



Phase 5 Contract Review

Assist City to review and negotiate a performance-based contract with final selected ERP vendor

Anticipated Timeline

Phase and Tasks	Month	1	2	3	4	5	6	7
1. ERP Needs Assessment								
a. Project Launch								
b. Discovery Workshops								
c. Process Analysis								
d. Document Requirements								
2. Request for Proposal								
a. RFP for ERP Software								
b. Vendor Outreach								
c. RFP Issuance								
3. Vendor Evaluation								
a. Vendor Analysis								
b. Vendor Analysis Report								
4. Demos and Decision								
a. Demo Script								
b. Demo Preparation								
c. Demo Facilitation								
d. Software Decision								
5. Contract Review								
a. Vendor Contract								
b. Vendor Statement of Work								



Contract Fees (fixed fee engagement)

Phase	Fixed Fees
1. ERP Needs Assessment	
a. Project Launch	
b. Discovery Workshops	\$ 22,800.00
c. Process Analysis	
d. Requirements Document	
2. Request for Proposal	
a. RFP for ERP Software	
b. Vendor Outreach	9,600.00
c. RFP Issuance	
3. Vendor Evaluation	
a. Vendor Analysis	
b. Vendor Analysis Report	22,000.00
4. Demos and Decision	
a. Software Decision	
b. Demo Preparation	23,800.00
c. Demo Facilitation	
d. Software Decision	
5. Contract Review	
a. Vendor Contract	
b. Vendor Statement of Work	11,200.00
Subtotal	\$ 89,400.00
*Travel - Capped	3,600.00
Total	\$ 93,000.00



ERP Consultant Recommendation SoftResources Software Consultation

- Presentation on approach to project
- Experience with local municipalities
- Price and time schedule
- Feedback from references



FUNDING

\$22,800 plus travel in 2023 to complete ERP Needs Assessment

Balance of project will occur and be charged in 2024

Questions?



AGREEMENT #23-254-IDS-001
Between
THE CITY OF ANACORTES
AND
SOFTRESOURCES LLC

Enterprise Resource Planning (ERP) Software Selection Consulting Services

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and SoftResources LLC, hereinafter referred to as the "Consultant".

WHEREAS, the City requires the professional services of the Consultant;

NOW, THEREFORE, in consideration of mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of Work.** Under this Agreement, the Consultant shall assist the City with the Enterprise Resource Planning (ERP) Software Selection project, including defining requirements, evaluating current vendor solutions, developing a RFP, evaluating ERP software options, facilitating software demonstrations, advising through the software decision, and providing contract review and negotiation services. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Emily Schuh, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be for a firm fixed price of **Ninety-Three Thousand Dollars (\$93,000.00)**. The fees per phase and task are detailed in Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through October 16, 2024.

4. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant 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 Consultant. 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 Consultant of any responsibility to carry out the Contract,
- b. Relieve the Consultant of any obligations or liability under the Contract,
- c. Create any contract between the City and the subcontractor, or
- d. Convey to the subcontractor any rights against the City.

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant 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 Consultant shall comply with this request at once and shall not employ the subcontractor for any further Work under the Contract.

5. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Consultant must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Consultant'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.

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. The Consultant must invoice MONTHLY for quantities

delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant 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.

7. **Withholding Payment.** In the event the City determines that the Consultant 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 Consultant 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 Consultant to terminate or damages, provided that the City promptly gives notice in writing to the Consultant 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 Consultant 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 Consultant 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 Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

8. **Final Payment: Waiver of Claim.** The Consultant's acceptance of final payment shall constitute a waiver of claims, except those previously and properly made and identified by the Consultant as unsettled at the time request for final payment is made.

9. **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 Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Notwithstanding the above, Consultant retains ownership of any tools, templates, documents, vendor information, and other tools that Consultant uses for many clients. The City has unlimited license to use such documents.

10. **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, Consultant 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.

11. **Indemnification / Hold Harmless.** Consultant 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 resulting from the acts, errors or omissions of the Consultant in 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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. Notwithstanding the above, for Professional Liability ONLY (errors and omissions for the written reports and verbal counsel provided by Consultant to City for the Scope of Work), total Professional Liability ONLY will be limited to the Consultant's professional liability insurance limits.

12. **General and Professional Liability Insurance.**

A. Insurance Term: The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant 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: Consultant shall obtain insurance of the types and coverages described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrences form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. **The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy** with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance: Consultant 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 and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision: The Consultant'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 Consultant'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 Consultant 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 Consultant **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractor 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 Consultant'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 Consultant 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.**

H. Notice of Cancellation: The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Consultant 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 Consultant 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 sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits: If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

13. Registered or Licensed. The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the applicable laws of the state for their profession. In addition, Anacortes Municipal Code requires that every business located within the city limits of Anacortes register the business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 within 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.

14. Inspection. The Project Manager shall have power to reject instruments of services which fail to comply with the requirements of this Agreement, but in case of dispute the Consultant may appeal to the City Attorney, whose decision shall be final. The Consultant shall comply with any and all orders and instructions given by the representative of the particular Department administering the Agreement in accordance with the terms of the Agreement. Nothing herein contained shall be taken to relieve the Consultant of their obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for their own methods and conduct during the period of performance.

15. Standard of Care. The Consultant represents that they have the necessary knowledge, skill, and experience to perform the Services required by this Agreement. Consultant, and any persons employed by Consultant, shall use their professional skill and efforts to perform the Work in a professional manner consistent with sound practices, in accordance with the usually and customary professional care required for services of the type described in the Scope of Work herein provided at the same time and in the same locale. The City's remedy for a failure to meet the above Standard of Care shall be the re-performance of the Service or an equitable adjustment in the monies paid for the services, at the City's discretion.

16. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Consultant, 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. Consultant 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 Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractor during the performance of this Agreement.

18. Acceptance. Consultant acknowledges and agrees that these contract terms 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 Consultant. These contract terms supersede all conflicting or additional terms pre-printed on any purchase order, quote, invoice, Consultant's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

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

20. Right to Terminate Agreement.

A. Termination for Default: If the Consultant 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 Consultant 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 Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant 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 Consultant shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

21. **Changes/Additional Work**. The City may engage Consultant to perform services in addition to those listed in this Agreement, and Consultant 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 Consultant to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

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

23. **Non-assignable**. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

24. **Covenant Against Contingent Fees**. The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

25. **Disputes**

A. General: Differences between the Consultant 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 Consultant 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 Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and

the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

26. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; 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 Consultant shall have no recourse against the City.

27. **Compliance with Laws.** The Consultant 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, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

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

29. **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.

30. **Survival of Agreement Termination.** The articles relating to Indemnification / Hold Harmless, Taxes, Ownership and Use of Documents, Assistance Regarding Patent and Copyright Infringement, The City's Right to Terminate Agreement, Governing Law, and Disputes, shall survive completion of the services, payment in full of the compensation and termination of this Agreement.

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

CONSULTANT:

SoftResources LLC
Spencer Arnesen
11411 NE 124th Street, Suite 270
Kirkland, WA 98034

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

By _____
Matt Miller, Mayor

Date _____

SOFTRESOURCES LLC

By _____

Title _____

Date _____

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).

Proposal



City of Anacortes, Washington

Enterprise Resource Planning (ERP) Software Selection Consulting Services

August 21, 2023



SoftResources LLC
Spencer Arnesen, CPA, Principal
Phone: 425.216.4030
Email: sarnesen@softresources.com

August 21, 2023

Emily Schuh, Administrative Services Director
City of Anacortes
Administrative Services
904 6th Street
Anacortes, WA 98221

Emily and Team:

SoftResources LLC is pleased to present this Proposal to the City of Anacortes, Washington (City) for Enterprise Resource Planning (ERP) Software Selection Consulting Services. The City's project is an excellent fit for SoftResources' unbiased software consulting services.

SoftResources understands that the City currently uses Tyler Eden software, which is nearing the end of life, along with other software solutions to support its ERP environment. SoftResources will use our experience to partner with the City and assist them to define requirements, develop an RFP, evaluate ERP software options, facilitate software demos, advise through the software decision, and provide contract review and negotiation services.

Spencer Arnesen, Principal of SoftResources LLC, will be the contact person for this proposal and has the authority to bind SoftResources contractually. He may be contacted at 435-216-4030 or by email at sarnesen@softresources.com. SoftResources looks forward to the opportunity of working with the City on this important ERP software selection initiative.

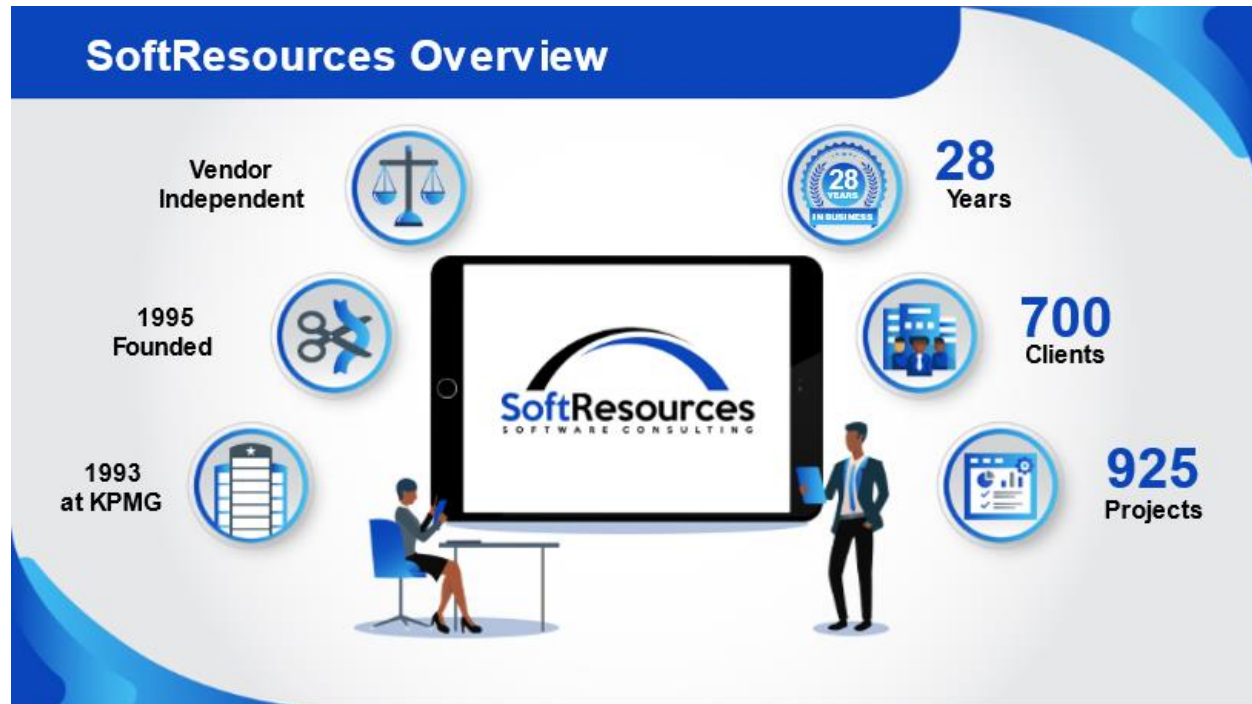
Sincerely,



Spencer Arnesen, CPA, Principal
SoftResources LLC

About SoftResources

SoftResources LLC is a qualified and experienced software evaluation consulting firm dedicated to providing services that empower and guide Local Government organizations nationwide to make knowledgeable decisions about business software and to successfully implement the solutions they select. SoftResources has completed over 925 software evaluation projects for more than 700 clients in our 28+ year history.



History. SoftResources started in 1993 when a consulting practice was formed at KPMG to provide software selection consulting for their audit and tax clients. In 1995 after reorganizations at KPMG the founders amicably separated from KPMG and formed SoftResources, now located in Kirkland, Washington, to continue providing focused software evaluation and selection services to our clients.

Unbiased Promise. We have no direct relationships with vendors that will impact the services or consulting guidance we provide to our clients. We do not receive remuneration from vendors and have no specific ties to any vendors to ensure our objectivity.

Areas of Expertise. The SoftResources team is proficient in the core services we provide and offer the leadership and guidance our customers require for the full software procurement lifecycle. The five core services we deliver include: System Assessment, Software Selection, Implementation Partner Selection, Contract Review, Implementation Management.

SoftResources Team. SoftResources' team is comprised of Principal and Director level consultants with 10 to 28+ years of software evaluation experience. The City can count on a team that is expert in executing our proprietary software selection methodology and in evaluating and implementing ERP software for Government organizations.

Project Approach

SoftResources will work with the City to assess its current ERP environment, define functional and technical requirements, review business process opportunities for improvement, develop an RFP that incorporates the desired modules, evaluate the vendor proposals, and conduct contract review to negotiate a performance-based contract with the selected vendor.

SoftResources understands that the current ERP system environment that is considered in scope for this project is as follows:

Finance	• General Ledger • Accounts Payable • Purchasing • Fixed Assets • Contract Management • Accounts Receivable/Billing • Cashiering
Utility Billing	• Utility Billing, Cashiering
Human Capital Management	• Human Resources • Payroll
Reporting	• Analytics, Reporting (explore for annual financial reporting – ACFR)
Systems out of scope that will remain	• Laserfiche (Document Management) • OpenGov (Budgeting) • SmartGov (Permitting) • NeoGov (Recruiting) • Cartegraph (Enterprise Asset Management)

SoftResources recommends the following Work Plan organized by phase. Some tasks within different phases may be performed concurrently. Upon further discussion and review with the City this Work Plan may be adjusted.

 Phase 1 – ERP Needs Assessment	
Objective	• SoftResources will launch and manage the project, work with the City to analyze the current systems environment, define the requirements and identify opportunities for business process improvement.
a. Project Launch	• <u>Project Kickoff</u> – meet with the City’s Project Team via web conference to discuss and align expectations for the contracted scope of work, discuss resource availability and constraints, roles and responsibilities, and drivers and objectives that will govern the project. • <u>Manage Project</u> – Manage, monitor, and report on project progress, and provide regular status updates to ensure milestones and deliverables are completed successfully and on time.



Phase 1 – ERP Needs Assessment

b. Discovery Workshops

- **Plan Workshops** – work with the City to plan for and schedule 12-18 Discovery Workshops and to identify stakeholders that will attend. Workshops will address the ERP modules/functionality in scope (as listed above). Staff who will attend the Workshops will include the project team, executive stakeholders, department heads, subject matter experts, IT, etc. Attendees will participate in the various workshops relevant to their role and will engage in describing their specific use, needs, vision of the software. Workshops last 1-2 hours each.
- **Review Documentation** – the City will identify any background materials to provide to SoftResources. SoftResources will review and use to prepare for and gain insight about the ERP environment, project, and goals in advance of the Workshops.
- **Facilitate Workshops** – conduct Workshops virtually as scheduled and facilitate collaborative dialogue across departments for the functional areas and processes in scope to:
 - ✓ Analyze how the current ERP system is used including strengths, weaknesses, limitations, functional and technical requirements.
 - ✓ Review functional and technical requirements for a replacement ERP solution and to support the City's future state vision.
 - ✓ Review processes both manual and automated, policies, and procedures to identify drivers and opportunities for improvement.
 - ✓ Review shadow systems used by departments outside of the ERP solution to support business functions including Excel worksheets, Word documents, and other databases.
 - ✓ Review current interfaces and integrations between City business applications and opportunities for integration improvements.
 - ✓ Provide educational insights about the capabilities of modern ERP systems and best practice processes.
 - ✓ Conduct follow-up sessions with functional areas that may require additional discussion.

c. Process Analysis

- **Process Observations and Opportunities** – conduct business process analysis based on the information gathered during the Workshops and SoftResources' experience with ERP software to:
 - Understand the challenges with current processes and business policies that may be driving those processes, and identify recommendations focused on improving efficiencies and collaboration of information and data at the City.
 - Consider organizational configuration, systems, people (e.g., roles and responsibilities), policies, and processes and make recommendations in narrative format for future state that may be improved with modern ERP software.
 - Identify workflows, business processes, workarounds or manual processes for improvement opportunities.



Phase 1 – ERP Needs Assessment

	○ Develop a Business Process Observations and Opportunities document that aggregates in table format narratives about the as-is process observations and opportunities for improvement by module/function. Deliver to the City via email and discussion.
d. Document Requirements	● <u>Define Requirements</u> – use the data gathered during the Workshops, review of City documentation, and our experience to identify key ERP functional and technical requirements (approximately 150-350) specific to the City. These requirements consider future state business process and integration requirements. Develop the Requirements document that will become part of the RFP for solicitation of vendor responses. Requirements will be categorized with the following ratings: Required, Important, Nice to Have, or Explore. ● <u>Finalize Key Requirements</u> – deliver the Key Requirements document via email to the City for review. Based on feedback SoftResources will edit, finalize, and return to the City for final acceptance.
Deliverables	● Project Kickoff ● Workshop Schedule ● Workshop Facilitation ● Process Observations and Opportunities Document ● Key ERP Requirements Document



Phase 2 – Request for Proposal

Objective	● SoftResources will work with the City to develop one Request for Proposal (RFP) document for an integrated ERP solution. Note that some of the City's module footprint could be handled through a separate best-of-breed solution. However, we will focus on an integrated single solution in the RFP for ERP software. If a second RFP for a separate best of breed solution is required, SoftResources will work with the City to create an amendment to the current scope.
a. RFP for ERP Software	● <u>RFP Document</u> – start with SoftResources' template and work with the City to develop an effective RFP document that will be used to solicit vendor responses. The RFP will include the modules in scope, business objectives, evaluation criteria, functional, technical, and integration requirements. It will also include instructions to vendors as to the format and content of their bid response including compliance to functional and technical requirements, implementation methodology, technology overview, deployment options, data conversion and migration methodology, training plan, five-year total cost, resource availability, and general terms and conditions. ● <u>RFP Discussion</u> – deliver the draft RFP to the City via email. Schedule and facilitate a review meeting with the City to review and finalize the RFP document and evaluation methodology. The RFP will comply with City



Phase 2 – Request for Proposal

purchasing policies. The City will publish the RFP. We have built into the timeline four weeks for the RFP to be active for the solicitation process to ensure vendors have the required time to respond.

b. Vendor Outreach

- **Vendor Long List** - use our database of vendors and knowledge of the City's project goals and objectives to prepare a Long List of ERP vendors that includes contact information and that should be made aware of the City's RFP opportunity. Deliver the Vendor Long List to the City.

c. RFP Issuance

- **RFP Management** – The City will issue the RFP for ERP Software according to their Purchasing requirements. SoftResources will notify the vendors on the Long List of the opportunity, work with the City to facilitate a Vendor Pre-Bid Meeting as needed, assist with developing addenda, and liaise between the City and the vendors.

Deliverables

- **Request For Proposal for ERP**
- **Vendor Long List**
- **RFP Management**



Phase 3 – Vendor Evaluation

Objective

- SoftResources will conduct fit analysis on vendor proposals and work with the City to determine the Short List of vendor candidates.

a. Vendor Analysis

- **Initial Review** – the City will receive vendor bids and provide a copy of each bid to SoftResources. SoftResources will conduct an initial review of the bids. The following will be considered in this initial review:
 - ✓ RFP process compliance
 - ✓ Relevant vendor experience
 - ✓ Functional and technical fit to City requirements
 - ✓ Total cost
 - ✓ Other City-specific criteria
- **Fit Analysis** – compare the elevated vendors through a review against the functional and technical requirements and identify strengths and limitations of the software. The result of the review will be to help the City identify a Vendor Shortlist of approximately three candidates that will be invited to demos. The fit analysis specifically will:
 - ✓ Validate and clarify vendor responses to functional requirements.
 - ✓ Assess vendor viability and future strategies.
 - ✓ Validate and clarify technical requirements.
 - ✓ Identify a Short List of recommended vendors.
 - ✓ Evaluate the five-year cost investment required for software, implementation, and maintenance.

b. Vendor Analysis Report

- **Short List Comparison Chart** – create a Short List Comparison Chart that details the fit analysis of the short list vendor candidates' responses to the

**Phase 3 – Vendor Evaluation**

RFP as compared to the Key Requirements. Deliver the Short List Comparison Chart to the City via email for review and discussion.

- **Vendor Analysis Report** – prepare a Vendor Analysis Report summarizing the results of the vendor review including high level gap analysis, key strengths and challenges, and a five-year cost estimate for software, services, and implementation based on vendor responses. Deliver to the City via email to present and answer questions about the report. The City will make the final determination of the vendor candidates to Short List and invite to the demo process.

Deliverables

- **Shortlist Comparison Chart**
- **Vendor Analysis Report**

**Phase 4 – Demos and Decision****Objective**

- The City will compare how each shortlisted vendor candidate handles City-specific business needs through a scripted demo process. The City will determine 1 to 2 finalist vendors and conduct due diligence.

a. Demo Script

- **Demo Script Draft** – build a Demo Script that defines the specific timeline and content to be reviewed during software demos. The Demo Script focuses the vendor to demonstrate their solution based on the City's required functionality and provides a comparative process for evaluating the vendors participating in the demo process.
- **Demo Script Final** – deliver the draft Demo Script via email. The City will review and provide feedback, SoftResources will edit with input, finalize, and return to the City for final acceptance.

b. Demo Preparation

- **Schedule Demos** – work with the City to schedule demos. Assist the City with the Demo logistics and setup. SoftResources anticipates each demo will have a duration of up to 2 days.
- **Pre-Demo Meetings** – work with the City to set up and facilitate virtual one-hour Pre-Demo Meetings with each vendor. These meetings allow the vendors to address questions in advance of the demo and to ensure they are prepared for the demos. We recommend the City allow four weeks for vendors to schedule and prepare for the demos.

c. Demo Facilitation

- **Demo Feedback Form** – prepare and provide demo attendees a Demo Feedback form. Demo attendees will record feedback and rankings for sessions attended. SoftResources will assist the City with the facilitation, collection, and summarization of the Feedback Forms.
- **Facilitate Demos** – facilitate software demos, manage vendor adherence to the Demo Script, manage staff questions, manage Demo Feedback forms, document questions, and follow up items. We anticipate demos will be held with three vendors and each demo will be for a duration of up to two days.



Phase 4 – Demos and Decision

	• Demo Wrap Up Meeting – at the completion of vendor demos conduct a Demo Wrap Up Meeting to review demo feedback, assist the City to determine finalists, and identify key areas to evaluate through due diligence and final decision processes.
d. Software Decision	• Vendor Management – continue to manage vendor communications and questions, do follow up work, and liaise with the vendors. • Due Diligence Tasks – advise the City as they conduct due diligence activities including any of the following: ○ <i>Reference Checks</i> – provide template questionnaires that will assist with the review of vendor references. ○ <i>Due Diligence Demos</i> – assist the City with the follow up Demos with finalist vendors to review specific topics or evaluate functionality in more depth to support the final decision process. ○ <i>Decision Support Activities</i> – conduct follow up meetings, scoping discussions, implementation assumptions, planning, other calls, and meetings to support the City to make the decision. • Final Decision Meeting – assist the City with preparations for and participate in the Final Decision Meeting. The City will make the final software decision.
Deliverables	• Demo Script • Demo Feedback Form • Facilitate Demos • Demo Wrap Up Meeting • Decision Support



Phase 5 – Contract Review

Objective	• SoftResources will assist the City to review and negotiate a performance-based contract with the final selected ERP vendor.
a. Vendor Contract	• Contract Documents – assist the City with review of the vendor contract package with the finalist vendor including: ○ <i>SoftResources Review</i> – review vendor contract documents from a business perspective and provide review comments and redline edits to the documents. This review includes the software license, subscription pricing, terms and conditions, and discussion points. We recommend the City's legal counsel also review the documents. ○ <i>Client Review</i> – discuss and address questions on the review comments and redline edits with the City via web conference. ○ <i>Vendor Review</i> – participate with the City in vendor calls to negotiate, review, and resolve the Contract package redline edits and review comments.



Phase 5 – Contract Review

b. Vendor Statement of Work

- **Vendor SOW** – It is critically important that the City review and finalize the Statement of Work (SOW) document as part of the contract finalization process. The SOW ensures there is a clear understanding for the implementation of the selected solution including methodology, roles, assignments, and timeline. SoftResources will review the Statement of Work for the finalist vendor including:
 - *SoftResources Review* – review the vendor’s SOW for implementation and provide review comments and redline edits for the SOW.
 - *Client Review* – discuss and address questions regarding the review comments and redline edits with the City via web conference.
 - *Vendor Review* – participate with the City in vendor calls to negotiate, review, and resolve the SOW redline edits and review comments.

Deliverables

- **Contract – Review Comments and Redline Edits**
- **SOW –Review Comments and Redline Edits**
- **Vendor Contract Review Calls**

Implementation Project Management. Optionally, SoftResources is able to assist the City with Implementation Management services, working on the City’s behalf during the implementation of the new software. To provide flexibility for the services requested by the City, SoftResources provides implementation project management services as requested and required by our clients on a time and materials basis. We flex our services to best meet the needs of our clients and there are no minimums required. The following graphic demonstrates the areas and types of activities we can assist with:



Anticipated Timeline

SoftResources anticipates approximately seven months to complete the Work Plan detailed above. Based on our experience, timelines are dependent on the availability of City staff and vendor resources. Upon further discussion with the City this timeline may be adjusted. Some tasks within different phases may be completed concurrently as time allows.

Phase and Tasks	Month	1	2	3	4	5	6	7
1. ERP Needs Assessment								
a. Project Launch								
b. Discovery Workshops								
c. Process Analysis								
d. Document Requirements								
2. Request for Proposal								
a. RFP for ERP Software								
b. Vendor Outreach								
c. RFP Issuance								
3. Vendor Evaluation								
a. Vendor Analysis								
b. Vendor Analysis Report								
4. Demos and Decision								
a. Demo Script								
b. Demo Preparation								
c. Demo Facilitation								
d. Software Decision								
5. Contract Review								
a. Vendor Contract								
b. Vendor Statement of Work								

Fees

SoftResources proposes a Fixed Fee engagement for the City's ERP selection project. The billing rate for team members assigned to this project used in the compilation of this Fixed Fee is \$200 per hour. Travel expenses include mileage, hotel, parking, tolls, and GSA per diem rate for meals and sundry expenses. Fees and travel costs will be billed monthly as incurred with terms of Net 30. SoftResources bills on a percentage basis for services completed by month plus actual travel expenses.

Phase	Fixed Fees
1. ERP Needs Assessment	
a. Project Launch	
b. Discovery Workshops	
c. Process Analysis	
d. Requirements Document	\$ 22,800.00
2. Request for Proposal	
a. RFP for ERP Software	
b. Vendor Outreach	
c. RFP Issuance	9,600.00
3. Vendor Evaluation	
a. Vendor Analysis	
b. Vendor Analysis Report	22,000.00
4. Demos and Decision	
a. Software Decision	
b. Demo Preparation	
c. Demo Facilitation	
d. Software Decision	23,800.00
5. Contract Review	
a. Vendor Contract	
b. Vendor Statement of Work	11,200.00
Subtotal	\$ 89,400.00
*Travel - Capped	3,600.00
Total	\$ 93,000.00

*Travel Expense: will be billed only as incurred within the month of occurrence.

Relevant Experience

SoftResources has led numerous Public Sector organizations through ERP projects. The table below lists some similar ERP projects that we have been engaged in for the last five years of our 28-yr history and that demonstrate the services that the City is seeking. These projects were performed by currently employed SoftResources consultants.

Some Recent Public Sector ERP Projects		
Port Angeles, WA - Needs Assessment - Documented Requirements - RFP and Management - Vendor Selection - Contract Negotiation - Current: Implementation Management	Moses Lake, WA - Needs Assessment - Requirements Definition - RFP and Management - Vendor Selection - Current: Contract Negotiation	Renton, WA - Needs Assessment - Process Review - Requirements Definition - RFP and Management - Start: Vendor Selection - Future: Contract Negotiation, Implementation Management
University Place, WA - Needs Assessment - Requirements Definition - RFP and Management - Future: Vendor Selection, Contract Negotiation	Redmond, WA - Needs Assessment - Requirements Definition - HCM RFP and Management - Vendor Selection - Contract Negotiation	San Juan County, WA - Contract Negotiation for Tyler Munis now Enterprise ERP - Implementation Project Management
Island County, WA - Project Planning and Management - Contract Negotiation - Business Process Review - Upgrade Planning and Analysis and Planning	Grays Harbor County, WA ERP Implementation Project Management	King CTY Housing Authority, WA - Needs Assessment - Requirements Definition - RFPs for ERP, Budget, and HCM - RFP and Management HRIS - Vendor Evaluation - Contract Negotiation - HRIS Implementation Partner Selection
Puget Sound Regional Fire Authority, WA - Needs Assessment - Requirements Definition - RFP and Management - Vendor Selection - Contract Negotiation - Pre-Implementation Service	Gresham, OR - Needs Assessment - Requirements Definition - RFP and Management - Vendor Selection - Contract Negotiation	Boise, ID - Needs Assessment - Process Review - Requirements Definition - RFPs and Management - Future ERP-HCM Selection - Plus, Time & Attendance Selection and Implementation Project Management
Dearborn, MI - Needs Assessment - Requirements Definition - RFP and Management - Vendor Selection - Future: Contract Negotiation, Implementation Management	Hemet, CA - Needs Assessment - Process Review and Maps - Requirements Definition - RFP and Management - Vendor Selection - Contract Negotiation	Elk Grove, CA - Needs Assessment - Process Review - Requirements Definition - ERP Needs Assessment Report

Some Recent Public Sector ERP Projects		
Santa Clarita, CA - Needs Assessment - Process Review - Requirements Definition - RFP and Management - Vendor Selection - Contract Negotiation	Temecula, CA - Needs Assessment - Process Review - Requirements Definition - RFP Development - Vendor Selection - Contract Negotiation - Implementation Project Management	Newark, CA - Needs Assessment - Process Review - Requirements Definition - RFP and Management - Vendor Selection - Contract Negotiation
Merriam, KS - Needs Assessment - Process Review - Requirements Definition - RFP Development - Vendor Selection - Contract Negotiation - Implementation Management	Charleston, WV - Needs Assessment - Process Review - Requirements Definition - RFP and Management - Vendor Selection - Contract Negotiation - Implementation Management	Independence, MO - ERP Implementation Recovery and Project Management - Timekeeping and Scheduling System Selection - Requirement Definition - Vendor Selection - Contract Negotiation
Clearwater, FL - Needs Assessment - Requirements Definition - RFP and Management - Vendor Selection - Contract Negotiation - Implementation Project Planning	Lauderhill, FL - Needs Assessment - Requirements Definition - RFP and Management - Vendor Selection - Future Contract Negotiation - UKG Software Implementation Project Management	Northern Wasco CTY PUD, OR - Needs Assessment - Requirements Definition - RFP and Management - Vendor Selection - Contract Negotiation - Implementation Management

References. SoftResources has provided the following similar projects for the City to contact to learn more about our team and approach.

City of Port Angeles	
Contact	Sarina Carrizosa, Finance Director 360-417-4601 SCarrizo@cityofpa.us
Project Title	Professional Consulting Services for ERP Replacement
Summary of Services	Modules General Ledger, Purchasing, Accounts Payable, Accounts Receivable, Treasury, Work Order Management, Utility Billing, Project and Grant Accounting, Fixed Assets, Budget Management, Permitting and Planning, Code Enforcement, Business Licensing, Asset Maintenance Management (interface required), Fleet Maintenance Management, Inventory Management, Enterprise Reporting, Human Resources, Time and Attendance (interface ExecuTime or replace), Payroll Services <u>Project Management</u> – Project initiated, assigned responsibilities and resources, provided regular status updates; project is being managed and monitored to plan.

City of Port Angeles

- Needs Assessment – analyzed through interactive workshops the existing ERP environment, technology, requirements, and business processes. Developed key functional, technical, and operational requirements.
- Request for Proposal – prepared RFP for ERP software, supported RFP solicitation and management activities.
- Vendor Selection – reviewed vendor proposals, performed fit analysis down to a short list, presented vendor analysis, assisted the City to determine a short list of vendor candidates, facilitated scripted demos, supported software decision and final decision.
- Contract Review – reviewed vendor's contracts and implementation statement of work and assisted the City during contract negotiations.
- Implementation Management: at the start and will provide implementation project management services for the implementation of new ERP software.

City of Moses Lake

Contact	Madeline Prentice, Director of Finance 509-764-3732 MPrentice@cityofml.com
Project Title	ERP Software Selection Consulting Services
Summary of Services	Modules General Ledger, Budget Management, Purchasing, Accounts Payable, Accounts Receivable/Cashiering/Treasury, Project and Grant Accounting, Fixed Assets, Utility Billing/CIS, Human Resources, Timekeeping, Payroll, Reporting Services • <u>Project Management</u> – Project initiated, assigned responsibilities and resources, provided regular status updates; project managed and monitored to plan. • <u>Needs Assessment</u> – analyzed through interactive workshops the existing ERP environment, technology, requirements, and business processes. Developed key functional, technical, and operational requirements. • <u>Request for Proposal</u> – prepared RFP for ERP software, supported RFP solicitation and management activities. • <u>Vendor Selection</u> – reviewed vendor proposals, performed fit analysis down to a short list, presented vendor analysis, assisted the City to determine a short list of vendor candidates, facilitated scripted demos, supported software decision and final decision. • <u>Contract Review</u> – currently reviewing finalist vendor contracts and implementation statement of work and participating with the City during negotiation.

City of Renton

Contact	Kristin Trivelas, Fiscal Services Director 425-430-6929 KTrivelas@rentonwa.gov
Project Title	ERP System Consulting Services
Summary of Services	Modules General Ledger, Purchasing and Contract Management, Accounts Payable, Accounts Receivables, Enterprise Cashiering, Project and Grant Accounting, Fixed Assets, Budgeting, Human Resources, Time and Attendance, Payroll

City of Renton

Services

- Project Management – developed project plan and schedule, assigned responsibilities and resources, and managed and monitored project.
- Needs Assessment - facilitated cross-department Discovery Workshops to analyze current system environment, IT needs and vision, gather system/user requirements, review business processes.
- Document Requirements – used the workshop notes and our experience to define and develop the Functional and Technical Requirements document specific to the City.
- RFP – prepared RFP for ERP software and currently assisting with solicitation process (bids are due August 21, 2023).
- Future Vendor Selection – will perform fit analysis on returned vendor proposals, make a short list recommendation, develop demo script, and facilitate software demos.
- Future Contract Review – will assist the City to review and negotiate a fair software contract and implementation statement of work development.

Washington State Public Sector Experience. SoftResources is a Washington-based business with an office in Kirkland, Washington. The table below lists Public Sector organizations who have engaged SoftResources for many software projects spanning our 28-year history.

- | | |
|---|--|
| • Bainbridge Island, City | • Moses Lake, City |
| • Bellevue, City | • Mid-Columbia Library |
| • Bellingham, City | • Newcastle, City |
| • Bothell, City | • Pierce County |
| • Burien, City | • Port of Tacoma |
| • Clark County | • Port of Vancouver |
| • Grant County | • Poulsbo, City |
| • Community Transit | • Puget Sound Regional Fire Authority |
| • eCityGov Alliance + 6 WA Cities | • Redmond, City |
| • Grays Harbor County | • Renton, City |
| • Island County | • Sammamish, City |
| • Issaquah, City | • Sammamish Plateau Water Sewer District |
| • Kenmore, City | • San Juan County |
| • King County Housing Authority | • Shoreline, City |
| • King County Library System | • Sno-Isle Regional Library System |
| • Kirkland, City | • Toppenish, City |
| • Kitsap Regional Library | • Tukwila, City |
| • Klickitat Public Utility District | • University Place, City |
| • Lake Forest Park, City | • Vancouver, City |
| • Lake Whatcom Water and Sewer District | • Walla Walla JCDA |
| • Mercer Island, City | • Washougal, City |
| • Monroe, City | • Whatcom County |
| | • Woodinville Water District |

City of Anacortes Participation and Responsibilities

To successfully complete the engagement, it is expected that the City will:

1. Assemble a project team and coordinate the project team roles and responsibilities.
2. Review, provide input, and approve project deliverables.
3. Work with SoftResources to schedule Discovery Workshops.
4. Conduct due diligence tasks with targeted vendors.
5. Make the final decision.
6. Negotiate and sign the contract with the finalist vendor and begin implementation.
7. Be responsible for all tasks not assigned to SoftResources.

Scope Control

If there are services performed at the City's request, which are outside of those listed in the Project Approach section above, an amendment to this proposal or a new letter of understanding will be drafted for the City's approval before the services are performed.

Staffing

SoftResources will assign a team of two senior-level consultants who are experienced working with local government for the selection of ERP software. SoftResources consultants have been with SoftResources from 10 to 28 years and are expert using SoftResources' proprietary software selection methodology.

Spencer Arnesen, CPA, Principal
SoftResources LLC



City Council Agenda Bill

Meeting Date: September 18, 2023 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: WWTP Pump Station 15 Generator Replacement Project - Generator Purchase #23-258-ERR-001

Staff Contact(s): WIL LUDEMANN

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$153,106.62 to Cummins, Inc. for the purchase of a new generator to replace the one at WWTP Pump Station 15 (A Avenue). The contract piggybacks on Sourcewell contract #[092222-CMM](#).

Background:

1. **History:** This is a standard replacement of a Sewer pump station standby generator. It is critical to replace these pieces of infrastructure so that in the event of a power failure we can continue to pump sewage so that we keep the City and the environment protected from sewage backups. This unit has lived approximately 5 years past its expected lifespan and it is up to a 2 year project to get this unit replaced. This unit is fully funded in the Equipment replacement fund and the new unit will be put into the replacement fund as well. We are hopeful to receive and install this unit by the end of 2024.
2. **Key Terms:**
 - Total contract price of \$153,106.62 which includes \$12,383.62 in sales tax.
 - Lead time: Submittals: Typical submittal lead time is 2 - 3 weeks after receipt of purchase order. Equipment: Current lead-time is 61 - 62 weeks on the gen & about 22 weeks on ATS after submittal approval and release for production.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through contract 092222-CMM.

Budget Impact:

Vendor	Cummins, Inc.
Contract Amount	\$153,106.62
Earmarked Funds	budget not approved yet but it is in the replacement fund.
BARS #	501.790.594.48.60
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 23-258-ERR-001 with Cummins, Inc. in the amount of \$153,106.62 for the purchase of a new generator for WWTP Pump Station 15.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 23-258-ERR-001
2. 450KW



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 23-258-ERR-001
WWTP A AVE PUMP STATION 15/7913
GENERATOR REPLACEMENT PROJECT -
GENERATOR PURCHASE

VENDOR: CUMMINS INC.
Ray Caparas
1030 SW 34th Street
Renton, Washington 98057

Date: September 18, 2023

Contact: WiL Ludemann
Department: Public Works Department
Operations Manager
(360) 293-1921
ludemannw@cityofanacortes.org

Email: Raymond.Caparas@cummins.com
Phone: (425)977-5327

LEAD TIME:

Submittals: Typical submittal lead time is 2 - 3 weeks after receipt of purchase order.

Equipment: Current lead-time is 61 - 62 weeks on the gen & about 22 weeks on ATS after submittal approval and release for production.

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz (NO ENCLOSURE) as specified in Exhibit A. This Work is subject to: - Exhibit A -Specifications - Exhibit B - Special Provisions - Exhibit C - Sourcewell Contract # 092222-CMM The aforementioned Exhibits A, B, and C are hereby incorporated by reference and made a part hereof.	EA	\$140,723.00	\$140,723.00
Sum Total					\$140,723.00
Sales Tax @ 8.8%					\$12,383.62
Total Price					\$153,106.62

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.

CUMMINS INC.

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

Purchase Order #23-258-ERR-001

Exhibit A – Specifications

Item	Description	Qty
1	DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz (NO ENCLOSURE) U.S. EPA, Stationary Emergency Application 450DFEJ, Diesel Genset, 60Hz, 450kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Extended Range, 125/105C Sub Base Tank - Housing Ready, No Housing Enclosure Color - Green, Steel Fuel Tank - Sub Base, 400 Gallon, UL142 Compliant (13hrs) Compliance - Fuel Tank, Los Angeles Listing, ULC - S601 - 07 Alarm - High Fuel Fill Fuel Water Separator Fuel Transfer Pump and Control, 2 Gallon Per Minute, 120 Volt AC Vent Extensions - Fuel Tank, 4 Inch Diameter Control Mounting - Left Facing PowerCommand 2.3 Controller Analog Meters - AC Output LCD Control Display Relays - Genset Status, User Configured Alarm - Audible, Engine Shutdown Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Circuit Breaker or Entrance Box or Terminal Box, Left-None Circuit Breaker - 800A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% (Set Trip @675A) Circuit Breaker or Entrance Box or Terminal Box, Left-None Bottom Entry, Right Auxiliary contacts/Trip Alarm - Single Circuit Breaker Exhaust Connector - Slip On Engine Air Cleaner - Normal Duty Engine Cooling - Radiator, 40C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing	1
2	(Ship Loose) Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
3	(Ship Loose) Valve-Overfill Prevention, No Tube Required	1
4	(Ship Loose) Annunciator-panel mount with enclosure (RS485)	1
5	(Ship Loose) Teknic Remote E-stop Kit	1
6	(Ship Loose) PC Lon Gateway, Lon Modbus, Lon Modbus/TCP Gateway	1
7	(Ship Loose) Exhaust Silencer, Flex, Gasket & Bolts	1
8	ASCO 800A 300 Series, Automatic Open Transition Transfer Switch 480V Three Phase, 4-wire, 3-pole, Type 1 Enclosure & 5310 Annunciator	1
9	800A Dual Purpose - Trapped Key Isolation Breaker Connection Cabinet	1
10	Flatbed delivery, off-loading by others. no additional storage	1
11	Startup & System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit	1
12	BATTERY GROUP 34: C34-HC	4
13	Battery Cables 1x A054M404, 416-1104, 416-1096	1



**PURCHASE ORDER #23-258-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Sourcewell Contract #092222-CMM**. The work on this project shall be accomplished in accordance with the Sourcewell contract #092222-CMM between Sourcewell and Cummins Inc. All terms and conditions in contract #092222-CMM that apply to Sourcewell shall apply to the City of Anacortes.

2. **Order of Precedence**. In the event of a conflict between the terms and conditions of contract #092222-CMM and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #23-258-ERR-001, (b) contract #092222-CMM between Sourcewell and Cummins Inc.

3. **Delivery**. Advance coordination of the work shall be made with the Project Manager WiL Ludemann, (360) 299-1515.

4. **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. Delivery of items to the designated delivery point as specified by the Project Manager must be as Freight-On-Board (FOB) Destination, Freight Prepaid.

5. **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.

6. **Invoicing**. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Supplier shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. 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.

7. **Withholding Payment**. In the event the City determines that the Supplier has failed to perform any obligation under this PO within the times set forth in this PO, 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 City Attorney 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 PO. 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 PO, 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.

8. **Final Payment: Waiver of Claim**. The Supplier's acceptance of final payment 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.

9. **Inspection**.

A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO 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 PO. 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 PO shall be carried out under the general control of the representative of the City administering the PO, 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 PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Supplier of their obligations or responsibilities under the PO.

10. **Defense and Indemnity Agreement.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, arising from the alleged negligence or willful misconduct of Supplier and result in damage to tangible property or persons, including bodily injury, disease, or death, except for injuries and damages caused by the sole negligence of the City.

11. Insurance Requirements

A. Insurance Term: The Supplier shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

B. No Limitation: The Supplier's maintenance of insurance as required by the Agreement 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 insurance of the type and coverage described below:

Commercial General Liability insurance 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 shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors 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 the following insurance limits:

Commercial General Liability insurance 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 two 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.

12. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, 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.

13. **Supplier is an Independent Contractor.** The parties intend that an independent contractor relationship will be created by this PO. 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 PO.

14. **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 PO 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.

15. **The City's Right to Terminate PO.**

A. **Termination for Default:** If the Supplier defaults by failing to perform any of the obligations of the PO 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 PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 PO 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 PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO 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 PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

16. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this PO, 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 PO. 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 PO is approved in writing by both parties.

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

18. **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 PO, 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 PO. For breach or violation of this warranty, the City shall have the right to annul this PO without liability or, in its discretion to deduct from the PO price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Disputes**

A. **General:** Differences between the Supplier and the City, arising under and by virtue of this PO 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 PO.

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.

B. 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 PO, 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 PO. 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.

20. 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.

21. Governing Law. This PO shall be governed by and construed under the laws of the State of Washington. Any action brought under the PO or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

22. Compliance with Laws. The Supplier in the performance of this PO 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 PO to assure quality of services.

23. Severability. If any term or condition of this PO 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 PO are declared severable.

24. Survival of PO Termination. The provisions of the following paragraphs and the liability of the Supplier for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

25. 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:

Cummins Inc.
Ray Caparas
1030 SW 34th Street
Renton, Washington 98057

26. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DOWNTIME, LOSS OF DATA, DAMAGE TO GOODWILL, LOST PROFITS, REVENUES, OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. With respect to any causes of action and/or claims raised against the Supplier by the City that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section 10 above, Supplier's liability to the City shall not exceed an aggregate amount of two million (\$2,000,000.00). The limitations set forth in this Section 26 shall not apply to any claims for indemnification under Section 10 above.

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).

Diesel generator set QSX15 series engine

450 kW - 500 kW standby



Description

Cummins Power Generation commercial generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary standby and prime power applications.

Features

Cummins® heavy-duty engine - Rugged 4-cycle, industrial diesel delivers reliable power, low emissions and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

Permanent magnet generator (PMG) - Offers enhanced motor starting and fault clearing short-circuit capability.

Control system - The PowerCommand® electronic control is standard equipment and provides total genset system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, AmpSentry™ protection, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance.

Cooling system - Standard integral set-mounted radiator system, designed and tested for rated ambient temperatures, simplifies facility design requirements for rejected heat.

Enclosures - Optional weather protective and sound attenuated enclosures are available.

Fuel tanks - Dual wall sub-base fuel tanks are also available.

NFPA - The genset accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a comprehensive warranty and worldwide distributor network.

	Standby rating	Prime rating	Continuous rating	Data sheets
Model	60 Hz kW (kVA)	60 Hz kW (kVA)	60 Hz kW (kVA)	60 Hz
DFEJ	450 (563)	410 (513)		D-3400
DFEK	500 (625)	455 (569)		D-3401

Generator set specifications

Governor regulation class	ISO 8528 Part 1 Class G3
Voltage regulation, no load to full load	± 0.5%
Random voltage variation	± 0.5%
Frequency regulation	Isochronous
Random frequency variation	± 0.25%
Radio frequency emissions compliance	IEC 61000-4-2: Level 4 Electrostatic discharge IEC 61000-4-3: Level 3 Radiated susceptibility

Engine specifications

Design	Turbocharged with air-to-air charge air cooling
Bore	136.9 mm (5.39 in)
Stroke	168.9 mm (6.65 in)
Displacement	14.9 L (912.0 in³)
Configuration	Cast iron with replaceable wet liners, in-line 6 cylinder
Battery capacity	900 amps minimum at ambient temperature of 0 °C (32 °F)
Battery charging alternator	35 amps
Starting voltage	24 volt, negative ground
Fuel system	Full authority electronic (FAE) Cummins HPI-TP
Fuel filter	
Air cleaner type	
Lube oil filter type(s)	Single spin-on combination full flow and bypass filters
Standard cooling system	40 °C (104 °F) ambient radiator

Alternator specifications

Design	Brushless, 4 pole, drip proof revolving field
Stator	2/3 pitch
Rotor	Single bearing, flexible discs
Insulation system	Class H
Standard temperature rise	125 °C standby at 40 °C ambient
Exciter type	PMG (Permanent magnet generator)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower
AC waveform total harmonic distortion	< 5% no load to full linear load, < 3% for any single harmonic
Telephone influence factor (TIF)	< 50 per NEMA MG1-22.43
Telephone harmonic factor (THF)	< 3

Available voltages

60 Hz line-neutral/line-line

- 110/190
- 110/220
- 115/200
- 115/230
- 120/208
- 127/220
- 139/240
- 220/380
- 230/400
- 240/416
- 255/440
- 277/480
- 347/600

Note: Consult factory for other voltages.

Generator set options and accessories

Engine

- ☐ 208/240/480 V thermostatically controlled coolant heater for ambient above 4.5 °C (40 °F)
- ☐ 208/240/480 V thermostatically controlled coolant heater for ambient below 4.5 °C (40 °F)
- ☐ 120 V 300 W lube oil heater
- ☐ Heavy duty air cleaner with safety element

Alternator

- ☐ 80 °C rise
- ☐ 105 °C rise
- ☐ 150 °C rise
- ☐ 120/240 V 300 W anti-condensation heater

Exhaust System

- ☐ Critical grade exhaust silencer
- ☐ Exhaust packages
- ☐ Industrial grade exhaust silencer
- ☐ Residential grade exhaust silencer

Fuel system

- ☐ 1022 L (270 gal) sub-base tank
- ☐ 1136 L (300 gal) sub-base tank
- ☐ 1514 L (400 gal) sub-base tank
- ☐ 1893 L (500 gal) sub-base tank

- ☐ 2271 L (600 gal) sub-base tank
- ☐ 2498 L (660 gal) sub-base tank
- ☐ 3218 L (850 gal) sub-base tank
- ☐ 6435 L (1700 gal) sub-base tank
- ☐ 9558 L (2525 gal) sub-base tank

Cooling system

- ☐ High ambient 50 °C radiator

Control panel

- ☐ PC3.3
- ☐ PC3.3 with MLD
- ☐ 120/240 V 100 W control anti-condensation heater
- ☐ Ground fault indication
- ☐ Remote fault signal package
- ☐ Run relay package

Generator set

- ☐ AC entrance box
- ☐ Battery
- ☐ Battery charger
- ☐ Export box packaging
- ☐ UL 2200 Listed
- ☐ Main line circuit breaker
- ☐ Paralleling accessories
- ☐ Remote annunciator panel
- ☐ Spring isolators
- ☐ Enclosure: aluminum, steel, weather protective or sound attenuated
- ☐ 2 year standby power warranty
- ☐ 2 year prime power warranty
- ☐ 5 year basic power warranty
- ☐ 10 year major components warranty

Note: Some options may not be available on all models - consult factory for availability.

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Control system 2.3

PowerCommand 2.3 control - An integrated generator set control system providing voltage regulation, engine protection, generator protection, operator interface and isochronous governing (optional).

Control - Provides battery monitoring and testing features and smart-starting control system.

InPower™ - PC-based service tool available for detailed diagnostics.

PCCNet RS485 - Network interface (standard) to devices such as remote annunciator for NFPA 110 applications.

Control boards - Potted for environmental protection.

Ambient operation - Suitable for operation in ambient temperatures from -40 °C to +70 °C and altitudes to 13,000 feet (5000 meters).
Prototype tested - UL, CSA and CE compliant.

AC protection

- AmpSentry protective relay
- Over current warning and shutdown
- Over and under voltage shutdown
- Over and under frequency shutdown
- Over excitation (loss of sensing) fault
- Field overload
- Overload warning
- Reverse kW shutdown
- Reverse Var shutdown
- Short circuit protection

Engine protection

- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- High, low and weak battery voltage warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Redundant start disconnect
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown
- Fuel-in-rupture-basin warning or shutdown

Operator/display panel

- Manual off switch
- 128 x 128 Alpha-numeric display with push button access for viewing engine and alternator data and providing setup, controls and adjustments (English or international symbols)
- LED lamps indicating genset running, not in auto, common warning, common shutdown, manual run mode and remote start
- Suitable for operation in ambient temperatures from -20 °C to +70 °C

Alternator data

- Line-to-neutral AC volts
- Line-to-line AC volts
- 3-phase AC current
- Frequency
- kVA, kW, power factor

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature

Other data

- Genset model data
- Start attempts, starts, running hours
- Fault history
- RS485 Modbus® interface
- Data logging and fault simulation (requires InPower service tool)
- Total kilowatt hours
- Load profile

Digital governing (optional)

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase line-to-line sensing
- Configurable torque matching
- Fault current regulation under single or three phase fault conditions

Control functions

- Time delay start and cool down
- Glow plug control (some models)
- Cycle cranking
- PCCNet interface
- (4) Configurable inputs
- (4) Configurable outputs
- Remote emergency stop
- Battle short mode
- Load shed
- Real time clock with exerciser
- Derate

Options

- ☐ Auxiliary output relays (2)
- ☐ 120/240 V, 100 W anti-condensation heater
- ☐ Remote annunciator with (3) configurable inputs and (4) configurable outputs
- ☐ PMG alternator excitation
- ☐ PowerCommand for Windows® remote monitoring software (direct connect)
- ☐ AC output analogue meters
- ☐ PowerCommand 2.3 and 3.3 control with AmpSentry protection

For further detail on PC 2.3 see document S-1569.

For further detail on PC 3.3 see document S-1570.

Emergency standby power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Limited-time running power (LTP):

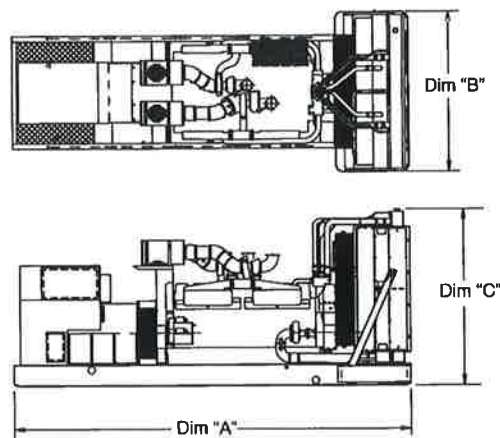
Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528

Prime power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Base load (continuous) power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.



This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.

Do not use for installation design

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Set Weight* dry kg (lbs)	Set Weight* wet kg (lbs)
DFEJ	3864 (152.1)	1524 (60.0)	1812 (71.3)	4098 (9035)	4234 (9335)
DFEK	3864 (152.1)	1524 (60.0)	1812 (71.3)	4325 (9535)	4461 (9835)

* Weights represent a set with standard features. See outline drawings for weights of other configurations.

Codes and standards

Codes or standards compliance may not be available with all model configurations – consult factory for availability.

 This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.	 The generator set is available listed to UL 2200, Stationary Engine Generator Assemblies for all 60 Hz low voltage models. The PowerCommand control is Listed to UL 508 - Category NITW7 for U.S. and Canadian usage. Circuit breaker assemblies are UL 489 Listed for 100% continuous operation and also UL 869A Listed Service Equipment.
 The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins Power Generation products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.	U.S. EPA Engine certified to Stationary Emergency U.S. EPA New Source Performance Standards, 40 CFR 60 subpart IIII Tier 2 exhaust emission levels. U.S. applications must be applied per this EPA regulation.
 All low voltage models are CSA certified to product class 4215-01.	International Building Code The generator set package is available certified for seismic application in accordance with the following International Building Code: IBC2000, IBC2003, IBC2006, IBC2009 and IBC2012.

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

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 USA
 Phone 763 574 5000
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City Council Agenda Bill

Meeting Date: September 18, 2023 **Agenda Item:** 6.d.

Agenda Item Title: Contract Award: WWTP Pump Station 14 Generator Replacement Project - Generator Purchase #23-260-ERR-001

Staff Contact(s): WIL LUDEMANN

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$ 132,778.43 to Cummins, Inc. for the purchase of a new generator to replace the one at WWTP Pump Station 14 (Ferry Terminal). The contract piggybacks on Sourcewell contract #[092222-CMM](#).

Background:

1. **History:** This is a standard replacement of a Sewer pump station standby generator. It is critical to replace these pieces of infrastructure so that in the event of a power failure we can continue to pump sewage so that we keep the City and the environment protected from sewage backups. This unit has lived approximately 5 years past its expected lifespan and it is up to a 2 year project to get this unit replaced. This unit is fully funded in the Equipment replacement fund and the new unit will be put into the replacement fund as well. We are hopeful to receive and install this unit by the end of 2024.
2. **Key Terms:**
 - Total contract price of \$132,778.43 which includes \$10,739.43 in sales tax.
 - Lead time: Submittals: Typical submittal lead time is 2 - 3 weeks after receipt of purchase order. Equipment: Current lead-time is 61 - 62 weeks on the gen & about 22 weeks on ATS after submittal approval and release for production.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through contract 092222-CMM.

Budget Impact:

Vendor	Cummins, Inc.
Contract Amount	\$132,778.43
Earmarked Funds	budget not approved yet but it is in the replacement fund.
BARS #	501.790.594.48.60
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 23-260-ERR-001 with Cummins, Inc. in the amount of \$132,778.43 for the purchase of a new generator for WWTP Pump Station 14.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 23-260-ERR-001
2. 300KW



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 23-260-ERR-001
WWTP FERRY TERMINAL PUMP STATION 14/7914
GENERATOR REPLACEMENT PROJECT -
GENERATOR PURCHASE

VENDOR: CUMMINS INC.
Ray Caparas
1030 SW 34th Street
Renton, Washington 98057

Date: September 18, 2023

Contact: WiL Ludemann
Department: Public Works Department
Operations Manager
(360) 293-1921
ludemannw@cityofanacortes.org

Email: Raymond.Caparas@cummins.com
Phone: (425)977-5327

LEAD TIME:

Submittals: Typical submittal lead time is 2 - 3 weeks after receipt of purchase order.

Equipment: Current lead-time is 61 - 62 weeks on the gen & about 22 weeks on ATS after submittal approval and release for production.

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused DQDAC, Genset, Configurable Diesel (NO ENCLOSURE) as specified in Exhibit A. This Work is subject to: - Exhibit A -Specifications - Exhibit B - Special Provisions - Exhibit C - Sourcewell Contract #092222-CMM The aforementioned Exhibits A, B, and C are hereby incorporated by reference and made a part hereof.	EA	\$122,039.00	\$122,039.00
Sum Total					\$122,039.00
Sales Tax @ 8.8%					\$10,739.43
Total Price					\$132,778.43

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.

CUMMINS INC.

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

Purchase Order #23-260-ERR-001

Exhibit A – Specifications

Item	Description	Qty
1	DQDAC, Genset, Configurable Diesel (NO ENCLOSURE) U.S. EPA, Stationary Emergency Application 300DQDAC, Diesel Genset, 60Hz, 300kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Extended Range, 125/105C Sub Base Tank - Housing Ready, No Housing Enclosure Color - Green, Steel Fuel Tank - Sub Base, 300 Gallon, UL142 Compliant (13hrs) Compliance - Fuel Tank, Los Angeles Listing, ULC - S601 - 07 Alarm - High Fuel Fill Fuel Water Separator Fuel Transfer Pump and Control, 2 Gallon Per Minute, 120 Volt AC Vent Extensions - Fuel Tank, 4 Inch Diameter Control Mounting - Left Facing PowerCommand 2.3 Controller Analog Meters - AC Output Relays - Genset Status, User Configured Stop Switch - Emergency Alarm - Audible, Engine Shutdown Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Terminal Box-Low Voltage, Left-None Circuit Breaker - 600A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690, 100% (Set Trip @450A) Circuit Breaker or Entrance Box or Terminal Box, Top Entry, Left-None Bottom Entry, Right Auxiliary contacts/Trip Alarm - Single Circuit Breaker Engine Governor - Electronic, Isochronous Engine Starter - 24 Volt DC Motor Exhaust Connector - ASA Flange Engine Air Cleaner - Normal Duty Battery Charging Alternator External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater - 120V, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing	1
2	(Ship Loose) Valve-Overfill Prevention, No Tube Required	1
3	(Ship Loose) Annunciator-panel mount with enclosure (RS485)	1
4	(Ship Loose) Teknic Remote E-stop Kit	1
5	(Ship Loose) Exhaust Silencer, Flex, Gasket & Bolts	1
6	(Ship Loose) PC Lon Gateway, Lon Modbus, Lon Modbus/TCP Gateway	1
7	ASCO 800A 300 Series, Automatic Open Transition Transfer Switch 480V Three Phase, 4-wire, 3-pole, Type 1 Enclosure & 5310 Annunciator	1
8	800A Dual Purpose - Trapped Key Isolation Breaker Connection Cabinet	1
9	Flatbed delivery, off-loading by others. no additional storage	1
10	Startup & System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit	1
11	BATTERY GROUP 34: C34-HC	4
12	Battery Cables 1x A054M404, 416-1104, 416-1096	1



**PURCHASE ORDER #23-260-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Sourcewell Contract #092222-CMM.** The work on this project shall be accomplished in accordance with the Sourcewell contract #092222-CMM between Sourcewell and Cummins Inc. All terms and conditions in contract #092222-CMM that apply to Sourcewell shall apply to the City of Anacortes.

2. **Order of Precedence.** In the event of a conflict between the terms and conditions of contract #092222-CMM and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #23-260-ERR-001, (b) contract #092222-CMM between Sourcewell and Cummins Inc.

3. **Delivery.** Advance coordination of the work shall be made with the Project Manager WiL Ludemann, (360) 299-1515.

4. **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. Delivery of items specified by the Project Manager as the designated delivery point must be as Freight-On-Board (FOB) Destination, Freight Prepaid.

5. **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.

6. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Supplier shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. 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.

7. **Withholding Payment.** In the event the City determines that the Supplier has failed to perform any obligation under this PO within the times set forth in this PO, 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 City Attorney 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 PO. 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 PO, 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.

8. **Final Payment: Waiver of Claim.** The Supplier's acceptance of final payment 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.

9. **Inspection.**
A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO 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 PO. 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 PO shall be carried out under the general control of the representative of the City administering the PO, 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 PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Supplier of their obligations or responsibilities under the PO.

10. **Defense and Indemnity Agreement.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, arising from the alleged negligence or willful misconduct of Supplier and result in damage to tangible property or persons, including bodily injury, disease, or death, except for injuries and damages caused by the sole negligence of the City.

11. Insurance Requirements

A. Insurance Term: The Supplier shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

B. No Limitation: The Supplier's maintenance of insurance as required by the Agreement 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 insurance of the type and coverage described below:

Commercial General Liability insurance 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 shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors 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 the following insurance limits:

Commercial General Liability insurance 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 two 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.

12. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, 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.

13. **Supplier is an Independent Contractor.** The parties intend that an independent contractor relationship will be created by this PO. 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 PO.

14. **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 PO 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.

15. **The City's Right to Terminate PO.**

A. **Termination for Default:** If the Supplier defaults by failing to perform any of the obligations of the PO 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 PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 PO 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 PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO 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 PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

16. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this PO, 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 PO. 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 PO is approved in writing by both parties.

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

18. **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 PO, 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 PO. For breach or violation of this warranty, the City shall have the right to annul this PO without liability or, in its discretion to deduct from the PO price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Disputes**

A. **General:** Differences between the Supplier and the City, arising under and by virtue of this PO 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 PO.

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.

B. 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 PO, 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 PO. 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.

20. 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.

21. Governing Law. This PO shall be governed by and construed under the laws of the State of Washington. Any action brought under the PO or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

22. Compliance with Laws. The Supplier in the performance of this PO 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 PO to assure quality of services.

23. Severability. If any term or condition of this PO 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 PO are declared severable.

24. Survival of PO Termination. The provisions of the following paragraphs and the liability of the Supplier for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

25. 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:

Cummins Inc.
Ray Caparas
1030 SW 34th Street
Renton, Washington 98057

26. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DOWNTIME, LOSS OF DATA, DAMAGE TO GOODWILL, LOST PROFITS, REVENUES, OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. With respect to any causes of action and/or claims raised against the Supplier by the City that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section 10 above, Supplier's liability to the City shall not exceed an aggregate amount of two million (\$2,000,000.00). The limitations set forth in this Section 26 shall not apply to any claims for indemnification under Section 10 above.

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).

Specification sheet



Diesel generator set QSL9-G7 series engine

250 kW - 300 kW standby



Description

Cummins Power Generation commercial generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary standby and prime power applications.

Features

Cummins® heavy-duty engine - Rugged 4-cycle, industrial diesel delivers reliable power, low emissions and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

Permanent magnet generator (PMG) - Offers enhanced motor starting and fault clearing short-circuit capability.

Control system - The PowerCommand® electronic control is standard equipment and provides total genset system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, AmpSentry™ protection, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance.

Cooling system - Standard cooling package provides reliable running at the rated power level.

Enclosures - Optional weather protective and sound attenuated enclosures are available.

Fuel tanks - Dual wall sub-base fuel tanks are also available.

NFPA - The genset accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a comprehensive warranty and worldwide distributor network.

Model	Standby rating		Prime rating		Continuous rating		Data sheets	
	60 Hz kW (kVA)	50 Hz kW (kVA)	60 Hz kW (kVA)	50 Hz kW (kVA)	60 Hz kW (kVA)	50 Hz kW (kVA)	60 Hz	50 Hz
DQDAA	250 (313)		225 (281)				D-3442	
DQDAB	275 (344)		250 (313)				D-3443	
DQDAC	300 (375)		270 (338)				D-3444	

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Generator set specifications

Governor regulation class	ISO 8528 Part 1 Class G3
Voltage regulation, no load to full load	± 0.5%
Random voltage variation	± 0.5%
Frequency regulation	Isochronous
Random frequency variation	± 0.5%
Radio frequency emissions compliance	IEC 801.2 through IEC 801.5; MIL-STD-461C, Part 9

Engine specifications

Bore	114.0 mm (4.49 in)
Stroke	145 mm (5.69 in)
Displacement	8.9 L (543 in ³)
Configuration	Cast iron, in-line 6 cylinder
Battery capacity	750 amps minimum at ambient temperature of -18 °C (-0.4 °F) and above
Battery charging alternator	70 amps
Starting voltage	24 volt, negative ground
Fuel system	Direct injection: number 2 diesel fuel, fuel filter, automatic electric fuel shutoff
Fuel filter	Dual element with water separator
Air cleaner type	Normal duty
Lube oil filter type(s)	Single spin-on, combination full flow and bypass filters
Standard cooling system	High ambient radiator

Alternator specifications

Design	Brushless, 4 pole, drip proof revolving field
Stator	2/3 pitch
Rotor	Single bearing, flexible discs
Insulation system	Class H
Standard temperature rise	125 °C standby, 105 °C prime
Exciter type	PMG (Permanent magnet generator)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower
AC waveform total harmonic distortion	< 5% no load to full linear load, < 3% for any single harmonic
Telephone influence factor (TIF)	< 50 per NEMA MG1-22.43
Telephone harmonic factor (THF)	< 3

Available voltages

60 Hz 3-phase		50 Hz 3-phase	
Reconnectable	Non-Reconnectable	Reconnectable	Non-Reconnectable
110/190 139/240 240/416	120/208 120/240 254/440	127/220 220/380 277/480	347/600

Note: Consult factory for other voltages.

Generator set options and accessories

Engine

- ☐ 120/240 V 1500 W coolant heater
- ☐ 120/240 V 150 W lube oil heater
- ☐ Heavy duty air cleaner
- ☐ Engine oil temperature

Control panel

- ☐ 120/240 V 100 W control anti-condensation heater
- ☐ Exhaust pyrometer
- ☐ Ground fault indication
- ☐ Remote fault signal package
- ☐ Run relay package
- ☐ Paralleling configuration

Alternator

- ☐ 80 °C rise
- ☐ 105 °C rise
- ☐ 125 °C rise
- ☐ 120/240 V 100 W anti-condensation heater
- ☐ PMG excitation
- ☐ Single phase

Exhaust system

- ☐ Genset mounted muffler
- ☐ Heavy duty exhaust elbow
- ☐ Slip on exhaust connection
- ☐ NPT exhaust connection

Fuel system

- ☐ 1022 L (270 gal) sub-base tank
- ☐ 1136 L (300 gal) sub-base tank
- ☐ 1514 L (400 gal) sub-base tank
- ☐ 1893 L (500 gal) sub-base tank
- ☐ 2271 L (600 gal) sub-base tank
- ☐ 2498 L (660 gal) sub-base tank
- ☐ 2725 L (720 gal) sub-base tank
- ☐ 5565 L (1470 gal) sub-base tank

Generator set

- ☐ AC entrance box
- ☐ Battery
- ☐ Battery charger
- ☐ Export box packaging
- ☐ UL 2200 Listed

- ☐ Main line circuit breaker
- ☐ PowerCommand Network
- ☐ Communications Module (NCM)
- ☐ Remote annunciator panel
- ☐ Spring isolators
- ☐ Enclosure: aluminum, steel, weather protective or sound attenuated
- ☐ 2 year standby power warranty
- ☐ 2 year prime power warranty
- ☐ 5 year basic power warranty
- ☐ 10 year major components warranty

Note: Some options may not be available on all models - consult factory for availability.

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Control system PCC 2100



PowerCommand control is an integrated generator set control system providing governing, voltage regulation, engine protection and operator interface functions. Major features include:

- Integral AmpSentry™ Protective Relay providing a full range of alternator protection functions that are matched to the alternator provided.
- Battery monitoring and testing features and smart starting control system.
- Three phase sensing, full wave rectified voltage regulation system, with a PWM output for stable operation with all load types.
- Standard PCCNet™ and optional Echelon® LonWorks® network interface.
- Control suitable for operation in ambient temperatures from -40 °C to +70 °C (-40 °F to +158 °F) and altitudes to 5000 meters (13,000 feet).
- Prototype tested; UL, CSA, and CE compliant.
- InPower™ PC-based service tool available for detailed diagnostics.

Operator/display panel

- Off/manual/auto mode switch
- Manual run/stop switch
- Panel lamp test switch
- Emergency stop switch
- Alpha-numeric display with pushbutton access for viewing engine and alternator data and providing setup, controls and adjustments
- LED lamps indicating genset running, not in auto, common warning, common shutdown
- Configurable LED lamps (5)
- Configurable for local language

Engine protection

- Overspeed shut down
- Low oil pressure warning and shut down
- High coolant temperature warning and shut down
- High oil temperature warning (some models)
- Low coolant level warning or shut down
- Low coolant temperature warning
- High and low battery voltage warning
- Weak battery warning
- Dead battery shut down
- Fail to start (overcrank) shut down
- Fail to crank shut down
- Redundant -start disconnect
- Cranking lockout
- Sensor failure indication

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature
- Lube oil temperature (some models)
- Engine speed

AmpSentry AC protection

- Over current and short-circuit shut down
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shut down
- Over and under frequency shut down
- Overload warning with alarm contact
- Reverse power and reverse Var shut down
- Excitation fault

Alternator data

- Line-to-line and line-to-neutral AC volts
- Three phase AC current
- Frequency
- Total and individual phase power factor, kW and kVA

Other data

- Genset model data
- Start attempts, starts, running hours
- kW hours (total and since reset)
- Fault history
- Load profile (hours less than 30% and hours more than 90% load)
- System data display (optional with network and other PowerCommand gensets or transfer switches)

Governing

- Digital electronic isochronous governor
- Temperature dynamic governing
- Smart idle speed mode
- Glow plug control (some models)

Voltage regulation

- Digital PWM electronic voltage regulation
- Three phase line-to-neutral sensing
- Suitable for PMG or shunt excitation
- Single and three phase fault regulation
- Configurable torque matching

Control functions

- Data logging on faults
- Fault simulation (requires InPower)
- Time delay start and cooldown
- Cycle cranking
- PCCNet interface
- Configurable customer inputs (4)
- Configurable customer outputs (4)
- Configurable network inputs (8) and outputs (16) (with optional network)
- Remote emergency stop

Options

- ☐ LED bargraph AC data display
- ☐ Thermostatically controlled space heater
- ☐ Key-type mode switch
- ☐ Ground fault module
- ☐ Auxiliary relays (3)
- ☐ Echelon LONWORKS interface
- ☐ Modlon Gateway to convert to Modbus (loose)
- ☐ PowerCommand iWatch web server for remote monitoring and alarm notification (loose)
- ☐ Digital input and output module(s) (loose)
- ☐ Remote annunciator (loose)

For further detail see document S-1409.

Ratings definitions

Emergency standby power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Limited-time running power (LTP):

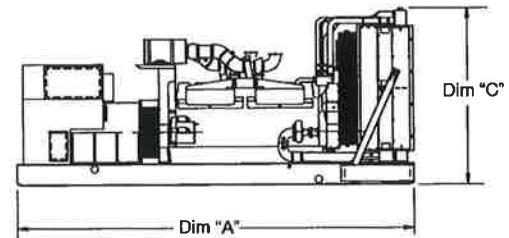
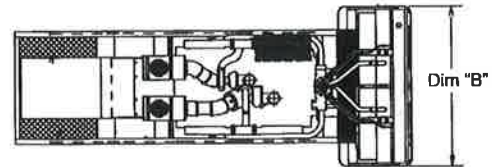
Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528.

Prime power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Base load (continuous) power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.



This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.

Do not use for installation design

Dimensions and weights with standard cooling system

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Estimated Set Weight* dry kg (lbs)	Estimated Set Weight* wet kg (lbs)
DQDAA	3023 (119.0)	1270 (50.0)	1617 (64.0)	2184 (4814)	2234 (4926)
DQDAB	3023 (119.0)	1270 (50.0)	1617 (64.0)	2184 (4814)	2234 (4926)
DQDAC	3023 (119.0)	1270 (50.0)	1617 (64.0)	2319 (5113)	2370 (5225)

Dimensions and weights with optional cooling system with seismic feature codes L228-2 and/or L225-2

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Estimated Set Weight* dry kg (lbs)	Estimated Set Weight* wet kg (lbs)
DQDAA	3023 (119.0)	1270 (50.0)	1676 (66.0)	2184 (4814)	2234 (4926)
DQDAB	3023 (119.0)	1270 (50.0)	1676 (66.0)	2184 (4814)	2234 (4926)
DQDAC	3023 (119.0)	1270 (50.0)	1676 (66.0)	2319 (5113)	2370 (5225)

* Weights represent a set with standard features. See outline drawings for weights of other configurations.

Codes and standards

Codes or standards compliance may not be available with all model configurations – consult factory for availability.

	This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.		The generator set is available Listed to UL2200, Stationary Engine Generator Assemblies for all 60 Hz low voltage models.
	The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins Power Generation products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.	U.S. EPA	Engine certified to Stationary Emergency U.S. EPA New Source Performance Standards, 40 CFR 60 subpart IIII Tier 3 exhaust emission levels. U.S. applications must be applied per this EPA regulation.
	All low voltage models are CSA certified to product class 4215-01.	International Building Code	The generator set package is available certified for seismic application in accordance with the following International Building Code: IBC2000, IBC2003, IBC2006, IBC2009 and IBC2012.

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

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USA
Phone 763 574 5000
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S-1585f (5/14)



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City Council Agenda Bill

Meeting Date: September 18, 2023 **Agenda Item:** 6.e.

Agenda Item Title: Contract Award: WWTP Pump Station 13 Generator Replacement Project - Generator Purchase #23-261-ERR-001

Staff Contact(s): WIL LUDEMANN

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$153,106.62 to Cummins, Inc. for the purchase of a new generator to replace the one at WWTP Pump Station 13 (Skyline). The contract piggybacks on Sourcewell contract #[092222-CMM](#).

Background:

1. **History:** This is a standard replacement of a Sewer pump station standby generator. It is critical to replace these pieces of infrastructure so that in the event of a power failure we can continue to pump sewage so that we keep the City and the environment protected from sewage backups. This unit has lived approximately 5 years past its expected lifespan and it is up to a 2 year project to get this unit replaced. This unit is fully funded in the Equipment replacement fund and the new unit will be put into the replacement fund as well. We are hopeful to receive and install this unit by the end of 2024.
2. **Key Terms:**
 - Total contract price of \$153,106.62 which includes \$12,383.62 in sales tax.
 - Lead time: Submittals: Typical submittal lead time is 2 - 3 weeks after receipt of purchase order. Equipment: Current lead-time is 61 - 62 weeks on the gen & about 22 weeks on ATS after submittal approval and release for production.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with Sourcewell and is procuring this purchase through contract 092222-CMM.

Budget Impact:

Vendor	Cummins, Inc.
Contract Amount	\$153,106.62
Earmarked Funds	budget not approved yet but it is in the replacement fund.
BARS #	501.790.594.48.60
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 23-261-ERR-001 with Cummins, Inc. in the amount of \$153,106.62 for the purchase of a new generator for WWTP Pump Station 13.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 23-261-ERR-001
2. 450KW



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 23-261-ERR-001
WWTP SKYLINE PUMP STATION 13/7915
GENERATOR REPLACEMENT PROJECT -
GENERATOR PURCHASE

VENDOR: CUMMINS INC.
Ray Caparas
1030 SW 34th Street
Renton, Washington 98057

Date: September 18, 2023

Contact: WiL Ludemann
Department: Public Works Department
Operations Manager
(360) 293-1921
ludemannw@cityofanacortes.org

Email: Raymond.Caparas@cummins.com
Phone: (425)977-5327

LEAD TIME:

Submittals: Typical submittal lead time is 2 - 3 weeks after receipt of purchase order.

Equipment: Current lead-time is 61 - 62 weeks on the gen & about 22 weeks on ATS after submittal approval and release for production.

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz (NO ENCLOSURE) as specified in Exhibit A. This Work is subject to: - Exhibit A -Specifications - Exhibit B - Special Provisions - Exhibit C - Sourcewell Contract #092222-CMM The aforementioned Exhibits A, B, and C are hereby incorporated by reference and made a part hereof.	EA	\$140,723.00	\$140,723.00
Sum Total					\$140,723.00
Sales Tax @ 8.8%					\$12,383.62
Total Price					\$153,106.62

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.

CUMMINS INC.

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

Purchase Order #23-261-ERR-001

Exhibit A – Specifications

Item	Description	Qty
1	DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz (NO ENCLOSURE) U.S. EPA, Stationary Emergency Application 450DFEJ, Diesel Genset, 60Hz, 450kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Extended Range, 125/105C Sub Base Tank - Housing Ready, No Housing Enclosure Color - Green, Steel Fuel Tank - Sub Base, 400 Gallon, UL142 Compliant (13hrs) Compliance - Fuel Tank, Los Angeles Listing, ULC - S601 - 07 Alarm - High Fuel Fill Fuel Water Separator Fuel Transfer Pump and Control, 2 Gallon Per Minute, 120 Volt AC Vent Extensions - Fuel Tank, 4 Inch Diameter Control Mounting - Left Facing PowerCommand 2.3 Controller Analog Meters - AC Output LCD Control Display Relays - Genset Status, User Configured Alarm - Audible, Engine Shutdown Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Circuit Breaker or Entrance Box or Terminal Box, Left-None Circuit Breaker - 800A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% (Set Trip @675A) Circuit Breaker or Entrance Box or Terminal Box, Left-None Bottom Entry, Right Auxiliary contacts/Trip Alarm - Single Circuit Breaker Exhaust Connector - Slip On Engine Air Cleaner - Normal Duty Engine Cooling - Radiator, 40C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing	1
2	(Ship Loose) Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
3	(Ship Loose) Valve-Overfill Prevention, No Tube Required	1
4	(Ship Loose) Annunciator-panel mount with enclosure (RS485)	1
5	(Ship Loose) Teknic Remote E-stop Kit	1
6	(Ship Loose) PC Lon Gateway, Lon Modbus, Lon Modbus/TCP Gateway	1
7	(Ship Loose) Exhaust Silencer, Flex, Gasket & Bolts	1
8	ASCO 800A 300 Series, Automatic Open Transition Transfer Switch 480V Three Phase, 4-wire, 3-pole, Type 1 Enclosure & 5310 Annunciator	1
9	800A Dual Purpose - Trapped Key Isolation Breaker Connection Cabinet	1
10	Flatbed delivery, off-loading by others. no additional storage	1
11	Startup & System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit	1
12	BATTERY GROUP 34: C34-HC	4
13	Battery Cables 1x A054M404, 416-1104, 416-1096	1



**PURCHASE ORDER #23-261-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Sourcewell Contract #092222-CMM.** The work on this project shall be accomplished in accordance with the Sourcewell contract #092222-CMM between Sourcewell and Cummins Inc. All terms and conditions in contract #092222-CMM that apply to Sourcewell shall apply to the City of Anacortes.

2. **Order of Precedence.** In the event of a conflict between the terms and conditions of contract #092222-CMM and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #23-261-ERR-001, (b) contract #092222-CMM between Sourcewell and Cummins Inc.

3. **Delivery.** Advance coordination of the work shall be made with the Project Manager WiL Ludemann, (360) 299-1515.

4. **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. Delivery of items specified by the Project Manager as the designated delivery point must be as Freight-On-Board (FOB) Destination, Freight Prepaid.

5. **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.

6. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Supplier shall allow 30 days for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. 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.

7. **Withholding Payment.** In the event the City determines that the Supplier has failed to perform any obligation under this PO within the times set forth in this PO, 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 City Attorney 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 PO. 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 PO, 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.

8. **Final Payment: Waiver of Claim.** The Supplier's acceptance of final payment 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.

9. **Inspection.**
A. Of the Work

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO 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 PO. 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 PO shall be carried out under the general control of the representative of the City administering the PO, 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 PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Supplier of their obligations or responsibilities under the PO.

10. **Defense and Indemnity Agreement.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, arising from the alleged negligence or willful misconduct of Supplier and result in damage to tangible property or persons, including bodily injury, disease, or death, except for injuries and damages caused by the sole negligence of the City.

11. Insurance Requirements

A. Insurance Term: The Supplier shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City.

B. No Limitation: The Supplier's maintenance of insurance as required by the Agreement 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 insurance of the type and coverage described below:

Commercial General Liability insurance 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 shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors 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 the following insurance limits:

Commercial General Liability insurance 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 two 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.

12. **Standard Title VI / Non-Discrimination Assurances.** During the performance of this contract, the Consultant, 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.

13. **Supplier is an Independent Contractor.** The parties intend that an independent contractor relationship will be created by this PO. 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 PO.

14. **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 PO 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.

15. **The City's Right to Terminate PO.**

A. **Termination for Default:** If the Supplier defaults by failing to perform any of the obligations of the PO 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 PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 PO 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 PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO 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 PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

16. **Changes/Additional Work.** The City may engage Supplier to perform services in addition to those listed in this PO, 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 PO. 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 PO is approved in writing by both parties.

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

18. **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 PO, 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 PO. For breach or violation of this warranty, the City shall have the right to annul this PO without liability or, in its discretion to deduct from the PO price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. **Disputes**

A. **General:** Differences between the Supplier and the City, arising under and by virtue of this PO 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 PO.

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.

B. 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 PO, 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 PO. 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.

20. 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.

21. Governing Law. This PO shall be governed by and construed under the laws of the State of Washington. Any action brought under the PO or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

22. Compliance with Laws. The Supplier in the performance of this PO 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 PO to assure quality of services.

23. Severability. If any term or condition of this PO 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 PO are declared severable.

24. Survival of PO Termination. The provisions of the following paragraphs and the liability of the Supplier for default during the term of the PO shall survive, notwithstanding the termination or invalidity of this PO for any reason: The City's Right to Terminate PO; Governing Law; Disputes; Defense & Indemnity.

25. 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:

Cummins Inc.
Ray Caparas
1030 SW 34th Street
Renton, Washington 98057

26. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DOWNTIME, LOSS OF DATA, DAMAGE TO GOODWILL, LOST PROFITS, REVENUES, OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. With respect to any causes of action and/or claims raised against the Supplier by the City that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section 10 above, Supplier's liability to the City shall not exceed an aggregate amount of two million (\$2,000,000.00). The limitations set forth in this Section 26 shall not apply to any claims for indemnification under Section 10 above.

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).

Diesel generator set QSX15 series engine

450 kW - 500 kW standby



Description

Cummins Power Generation commercial generator sets are fully integrated power generation systems providing optimum performance, reliability and versatility for stationary standby and prime power applications.

Features

Cummins® heavy-duty engine - Rugged 4-cycle, industrial diesel delivers reliable power, low emissions and fast response to load changes.

Alternator - Several alternator sizes offer selectable motor starting capability with low reactance 2/3 pitch windings, low waveform distortion with non-linear loads and fault clearing short-circuit capability.

Permanent magnet generator (PMG) - Offers enhanced motor starting and fault clearing short-circuit capability.

Control system - The PowerCommand® electronic control is standard equipment and provides total genset system integration including automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, AmpSentry™ protection, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance.

Cooling system - Standard integral set-mounted radiator system, designed and tested for rated ambient temperatures, simplifies facility design requirements for rejected heat.

Enclosures - Optional weather protective and sound attenuated enclosures are available.

Fuel tanks - Dual wall sub-base fuel tanks are also available.

NFPA - The genset accepts full rated load in a single step in accordance with NFPA 110 for Level 1 systems.

Warranty and service - Backed by a comprehensive warranty and worldwide distributor network.

	Standby rating	Prime rating	Continuous rating	Data sheets
Model	60 Hz kW (kVA)	60 Hz kW (kVA)	60 Hz kW (kVA)	60 Hz
DFEJ	450 (563)	410 (513)		D-3400
DFEK	500 (625)	455 (569)		D-3401

Generator set specifications

Governor regulation class	ISO 8528 Part 1 Class G3
Voltage regulation, no load to full load	± 0.5%
Random voltage variation	± 0.5%
Frequency regulation	Isochronous
Random frequency variation	± 0.25%
Radio frequency emissions compliance	IEC 61000-4-2: Level 4 Electrostatic discharge IEC 61000-4-3: Level 3 Radiated susceptibility

Engine specifications

Design	Turbocharged with air-to-air charge air cooling
Bore	136.9 mm (5.39 in)
Stroke	168.9 mm (6.65 in)
Displacement	14.9 L (912.0 in³)
Configuration	Cast iron with replaceable wet liners, in-line 6 cylinder
Battery capacity	900 amps minimum at ambient temperature of 0 °C (32 °F)
Battery charging alternator	35 amps
Starting voltage	24 volt, negative ground
Fuel system	Full authority electronic (FAE) Cummins HPI-TP
Fuel filter	
Air cleaner type	
Lube oil filter type(s)	Single spin-on combination full flow and bypass filters
Standard cooling system	40 °C (104 °F) ambient radiator

Alternator specifications

Design	Brushless, 4 pole, drip proof revolving field
Stator	2/3 pitch
Rotor	Single bearing, flexible discs
Insulation system	Class H
Standard temperature rise	125 °C standby at 40 °C ambient
Exciter type	PMG (Permanent magnet generator)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower
AC waveform total harmonic distortion	< 5% no load to full linear load, < 3% for any single harmonic
Telephone influence factor (TIF)	< 50 per NEMA MG1-22.43
Telephone harmonic factor (THF)	< 3

Available voltages

60 Hz line-neutral/line-line

- 110/190 • 110/220 • 115/200 • 115/230
- 120/208 • 127/220 • 139/240 • 220/380
- 230/400 • 240/416 • 255/440 • 277/480
- 347/600

Note: Consult factory for other voltages.

Generator set options and accessories

Engine

- ☐ 208/240/480 V thermostatically controlled coolant heater for ambient above 4.5 °C (40 °F)
- ☐ 208/240/480 V thermostatically controlled coolant heater for ambient below 4.5 °C (40 °F)
- ☐ 120 V 300 W lube oil heater
- ☐ Heavy duty air cleaner with safety element

Alternator

- ☐ 80 °C rise
- ☐ 105 °C rise
- ☐ 150 °C rise
- ☐ 120/240 V 300 W anti-condensation heater

Exhaust System

- ☐ Critical grade exhaust silencer
- ☐ Exhaust packages
- ☐ Industrial grade exhaust silencer
- ☐ Residential grade exhaust silencer

Fuel system

- ☐ 1022 L (270 gal) sub-base tank
- ☐ 1136 L (300 gal) sub-base tank
- ☐ 1514 L (400 gal) sub-base tank
- ☐ 1893 L (500 gal) sub-base tank

- ☐ 2271 L (600 gal) sub-base tank
- ☐ 2498 L (660 gal) sub-base tank
- ☐ 3218 L (850 gal) sub-base tank
- ☐ 6435 L (1700 gal) sub-base tank
- ☐ 9558 L (2525 gal) sub-base tank

Cooling system

- ☐ High ambient 50 °C radiator

Control panel

- ☐ PC3.3
- ☐ PC3.3 with MLD
- ☐ 120/240 V 100 W control anti-condensation heater
- ☐ Ground fault indication
- ☐ Remote fault signal package
- ☐ Run relay package

Generator set

- ☐ AC entrance box
- ☐ Battery
- ☐ Battery charger
- ☐ Export box packaging
- ☐ UL 2200 Listed
- ☐ Main line circuit breaker
- ☐ Paralleling accessories
- ☐ Remote annunciator panel
- ☐ Spring isolators
- ☐ Enclosure: aluminum, steel, weather protective or sound attenuated
- ☐ 2 year standby power warranty
- ☐ 2 year prime power warranty
- ☐ 5 year basic power warranty
- ☐ 10 year major components warranty

Note: Some options may not be available on all models - consult factory for availability.

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Control system 2.3

PowerCommand 2.3 control - An integrated generator set control system providing voltage regulation, engine protection, generator protection, operator interface and isochronous governing (optional).

Control - Provides battery monitoring and testing features and smart-starting control system.

InPower™ - PC-based service tool available for detailed diagnostics.

PCCNet RS485 - Network interface (standard) to devices such as remote annunciator for NFPA 110 applications.

Control boards - Potted for environmental protection.

Ambient operation - Suitable for operation in ambient temperatures from -40 °C to +70 °C and altitudes to 13,000 feet (5000 meters).
Prototype tested - UL, CSA and CE compliant.

AC protection

- AmpSentry protective relay
- Over current warning and shutdown
- Over and under voltage shutdown
- Over and under frequency shutdown
- Over excitation (loss of sensing) fault
- Field overload
- Overload warning
- Reverse kW shutdown
- Reverse Var shutdown
- Short circuit protection

Engine protection

- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- High, low and weak battery voltage warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Redundant start disconnect
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown
- Fuel-in-rupture-basin warning or shutdown

Operator/display panel

- Manual off switch
- 128 x 128 Alpha-numeric display with push button access for viewing engine and alternator data and providing setup, controls and adjustments (English or international symbols)
- LED lamps indicating genset running, not in auto, common warning, common shutdown, manual run mode and remote start
- Suitable for operation in ambient temperatures from -20 °C to +70 °C

Alternator data

- Line-to-neutral AC volts
- Line-to-line AC volts
- 3-phase AC current
- Frequency
- kVA, kW, power factor

Engine data

- DC voltage
- Lube oil pressure
- Coolant temperature

Other data

- Genset model data
- Start attempts, starts, running hours
- Fault history
- RS485 Modbus® interface
- Data logging and fault simulation (requires InPower service tool)
- Total kilowatt hours
- Load profile

Digital governing (optional)

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase line-to-line sensing
- Configurable torque matching
- Fault current regulation under single or three phase fault conditions

Control functions

- Time delay start and cool down
- Glow plug control (some models)
- Cycle cranking
- PCCNet interface
- (4) Configurable inputs
- (4) Configurable outputs
- Remote emergency stop
- Battle short mode
- Load shed
- Real time clock with exerciser
- Derate

Options

- ☐ Auxiliary output relays (2)
- ☐ 120/240 V, 100 W anti-condensation heater
- ☐ Remote annunciator with (3) configurable inputs and (4) configurable outputs
- ☐ PMG alternator excitation
- ☐ PowerCommand for Windows® remote monitoring software (direct connect)
- ☐ AC output analogue meters
- ☐ PowerCommand 2.3 and 3.3 control with AmpSentry protection

For further detail on PC 2.3 see document S-1569.

For further detail on PC 3.3 see document S-1570.

Emergency standby power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Limited-time running power (LTP):

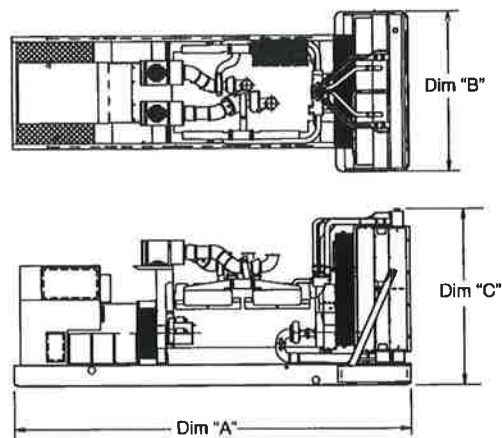
Applicable for supplying power to a constant electrical load for limited hours. Limited Time Running Power (LTP) is in accordance with ISO 8528

Prime power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271 and BS 5514.

Base load (continuous) power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271 and BS 5514.



This outline drawing is for reference only. See respective model data sheet for specific model outline drawing number.

Do not use for installation design

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Set Weight* dry kg (lbs)	Set Weight* wet kg (lbs)
DFEJ	3864 (152.1)	1524 (60.0)	1812 (71.3)	4098 (9035)	4234 (9335)
DFEK	3864 (152.1)	1524 (60.0)	1812 (71.3)	4325 (9535)	4461 (9835)

* Weights represent a set with standard features. See outline drawings for weights of other configurations.

Codes and standards

Codes or standards compliance may not be available with all model configurations – consult factory for availability.

 This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.	 The generator set is available listed to UL 2200, Stationary Engine Generator Assemblies for all 60 Hz low voltage models. The PowerCommand control is Listed to UL 508 - Category NITW7 for U.S. and Canadian usage. Circuit breaker assemblies are UL 489 Listed for 100% continuous operation and also UL 869A Listed Service Equipment.
 The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins Power Generation products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.	U.S. EPA Engine certified to Stationary Emergency U.S. EPA New Source Performance Standards, 40 CFR 60 subpart IIII Tier 2 exhaust emission levels. U.S. applications must be applied per this EPA regulation.
 All low voltage models are CSA certified to product class 4215-01.	International Building Code The generator set package is available certified for seismic application in accordance with the following International Building Code: IBC2000, IBC2003, IBC2006, IBC2009 and IBC2012.

Warning: Back feed to a utility system can cause electrocution and/or property damage. Do not connect to any building's electrical system except through an approved device or after building main switch is open.

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City Council Agenda Bill

Meeting Date: September **Agenda Item:** 6.f.
18, 2023

Agenda Item Title: Resolution 3131: Waiving the State Competitive Bidding Requirements for the Purchase of Judicial Information System (JIS) Integration Software

Staff Contact(s): GREG FRANCIOCH, DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Resolution
DARCY SWETNAM	
STEVE HOGLUND	

Item Summary: Summary Statement: City staff seek City Council approval of Resolution 3131 to waive the bidding requirements for the purchase of JIS Integration software from Cities Digital, Inc.

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- Since 2018, the City of Anacortes has designated Laserfiche as the City's electronic content management system.
- The Anacortes Municipal Court requires an electronic content management system that can securely communicate with the Judicial Information System (JIS) used for case management.
- Cities Digital, Inc. (CDI) has developed the only known integration software, titled "JIS Integration", that allows JIS to securely interface with Laserfiche, and allows information from JIS to populate the metadata of case files stored within Laserfiche. The integration also offers customized buttons inside JIS for searching and previewing files stored in Laserfiche.
- The JIS Integration software for Laserfiche is proprietary and is sold exclusively by CDI.
- The initial purchase of the JIS Integration software, before sales tax, is \$7,500, with an added yearly maintenance cost of \$1,500 which will be pro-rated for the year 2023 once the software is installed. The City's bid threshold for supplies,

material, or equipment is \$7,500.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that Resolution 3131 be approved authorizing the purchase of JIS Integration software from Cities Digital, Inc., and waiving the competitive bidding requirement due to a single source of supply.

Alternative Actions: Not approve the resolution.

Attachments (listed in order presented):

1. Resolution 3131
2. Cities Digital Sole Source Letter
3. Cities Digital quote

RESOLUTION 3131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of JIS Integration software from Cities Digital, Inc., and waiving the competitive bidding requirement due to a single source of supply, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.

WHEREAS, since 2018 the City of Anacortes has designated Laserfiche as the City's electronic content management system; and

WHEREAS, the Anacortes Municipal Court requires an electronic content management system that can securely communicate with the Judicial Information System (JIS) used for case management.; and

WHEREAS, Cities Digital, Inc. (CDI) has developed the only known integration software, titled "JIS Integration", that allows JIS to securely interface with Laserfiche, and allows information from JIS to populate the metadata of case files stored within Laserfiche. The integration also offers customized buttons inside JIS for searching and previewing files stored in Laserfiche.; and

WHEREAS, the JIS Integration software for Laserfiche is proprietary and is sold exclusively by CDI.; and

WHEREAS, the initial purchase of the JIS Integration software, before sales tax, is \$7,500, with an added yearly maintenance cost of \$1,500 which will be pro-rated for the year 2023 once the software is installed. The City's bid threshold for supplies, material, or equipment is \$7,500; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. The City Council of the City of Anacortes finds that because (1) the Anacortes Municipal Court is in need of an electronic content management system that can securely communicate with the Judicial Information System (JIS) used for case management, (2) the only known integration software that allows JIS to securely interface with Laserfiche is JIS Integration, and (3) that JIS Integration is proprietary and is sold exclusively by CDI, that the City of Anacortes is clearly limited to a single source of supply from CDI, justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes hereby waives the bidding requirements for the purchase of JIS Integration software and authorizes sole source purchasing from Cities Digital, Inc.

Section 3. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 18th day of September, 2023.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



September 12, 2023

City of Anacortes
City Clerks Department
904 6th Street
Anacortes, WA 98221

CDI
Bee Dishman
2000 O'Neil Road, Suite 150
Hudson, WI 54016

RE: CDI's JIS Integration for Laserfiche

Cities Digital, Inc. dba "CDI" has presented the City of Anacortes with a JIS, Municipal Court case management integration for Laserfiche. The integration allows JIS to interface with Laserfiche, allowing information from JIS to populate the metadata of case files stored within Laserfiche. The integration also offers customized buttons inside JIS for searching and previewing files stored in Laserfiche.

As the developer of the software, the JIS Integration for Laserfiche is proprietary and is sold exclusively by CDI. The software, implementation services, and support of the Integration can only be fulfilled by CDI as the sole source.

For additional information, please contact Bee Dishman at 206-338-6230, ext. 129 or bee.dishman@citiesdigital.com.

Regards,

A handwritten signature in black ink, appearing to read 'PW', with a long horizontal flourish extending to the right.

Patrick Welsch
President
CDI
206-866-0233

Bee Dishman
CDI
192 Nickerson St. Suite 201
Seattle, WA 98109

Prepared for: City of Anacortes
Quote #: 600977v.4
Quote Date: 9/12/2023

Annual Breakdown

	Year 1	Year 2	Year 3	Year 4
Total Software	\$7,500.00	-	-	-
Total Maintenance	\$694.50	\$1,500.00	\$1,500.00	\$1,500.00
Total Services	\$7,400.00	\$.00	\$.00	\$.00
*TOTAL	\$15,594.50	\$1,500.00	\$1,500.00	\$1,500.00
*Tax not included				

Software & Annual Maintenance

Product	Software Quantity	Soft. Unit Cost	Maint. Quantity	Maint. Unit Cost	Total
CDI JIS Integration (CD3310)	1.00	\$7,500.00	0.4630	\$1,500.00	\$8,194.50
Software: \$7,500.00 Maintenance: \$694.50 Tax: \$721.12 Total: \$8,915.62					

Services

Service	Service Quantity	Service Unit Cost	Total
Gold - Advanced Service Package (40 hours) - Prepaid Service Hours (CD6000)	1.00	\$7,400.00	\$7,400.00
Service: \$7,400.00 Tax: \$.00 Total: \$7,400.00			