

**** Per Governor's emergency [Proclamation 20-28](#) et seq., agencies are required to meet completely remotely without providing for a physical location.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3010](#), adopted December 28, 2020, extending the duration of Resolution 2082 through March 31, 2021, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

**** Complete guidelines for public participation in virtual Anacortes City Council meetings are available [here](#). View the quick video example for connecting to the meeting [here](#).**



Anacortes City Council

Municipal Building Council Chambers

**** This meeting will be held electronically only ****

January 11, 2021
6:00 PM

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Announcements and Committee Reports**
 - a. COVID-19 Update (Discussion)
 - b. Port/City Liaison Committee (Discussion)
 - c. Personnel Committee (Discussion)
 - d. Housing Affordability and Community Services Committee (Discussion)
 - e. Planning Committee (Discussion)
3. **Public Comment**
4. **Consent Agenda**
 - a. Minutes of January 4, 2021 (Action)
 - b. Approval of claims in the amount of \$920,874.11 (Action)
 - c. Contract Modification: Municipal Broadband Network – Library to MSTs Aerial Areas #19-175-FBR-003 (Action)
 - d. Contract Award: Intake Pump Station Redundancy and Resiliency Study #21-013-WTR-001 (Action)
 - e. Contract Award: 2021 Janitorial Services #21-014-FAC-001 (Action)
5. **Other Business**
 - a. * Ordinance 3081: Adopting the 2018 International Building Codes (Discussion/Action)
 - b. Resolution 3012: City Leave for Covid-19 Related Absences (Discussion/Possible Action)
6. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda 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.

Anacortes City Council Minutes - January 4, 2021

Call to Order

Mayor Laurie Gere called to order the Anacortes City Council meeting of January 4, 2021 at 6:00 p.m. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference.

Announcements and Committee Reports

COVID-19 Update

Mayor Gere shared current case statistics for Anacortes, Skagit County, Washington State, and the nation. The mayor noted the significant increase in cases in Skagit County over the prior month. She reported on vaccination doses received and administered in Skagit County. Councilmembers requested additional information on vaccinations.

Personnel Committee

Ms. Cleland-McGrath reported from the committee meeting held the previous week. She said the committee had previewed the Teamsters MOU that was scheduled for consideration later on the agenda. Finance Director Steve Hoglund added that the committee would be meeting again the following day to investigate responses to the termination of federal funding for special COVID-related leave as of 12/31/20.

Public Works Committee

Mr. Walters reported that the committee had met earlier in the evening without staff participation. He listed topics discussed including the 12th & Commercial intersection project, the noise shroud for the generator at library, the new sign at the library, and the electric vehicle charging station project.

Public Comment

No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

- a. Minutes of December 28, 2020
- b. Approval of claims in the amount of \$315,935.94
The following vouchers/checks were approved for payment:
EFT numbers: 99009 through 99034, total \$295,040.80
Check numbers: 99035 through 99036, total \$4,241.21
Wire transfer numbers: 277812 through 278098, total \$15,303.78

Other Business

Resolution 3011: Authorizing the Signature and Execution of a Memorandum of Understanding to the Collective Bargaining Agreement Between the City and the Teamsters Local 231

Finance Director Steve Hoglund presented Resolution 3011 Authorizing the Signature and Execution of a Memorandum of Understanding to the Collective Bargaining Agreement Between the City and the Teamsters Local 231. He explained the provisions of the MOU as outlined in the packet materials for the meeting. Mr. Hoglund and Administrative Services Director Emily Schuh responded to councilmember questions about the 2% COLA and the addition of fiber staff into the bargaining unit.

RYAN WALTERS moved, seconded by BRUCE MCDOUGALL, to Approve Resolution 3011 as presented. Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, JEREMY CARTER, BRUCE MCDOUGALL, CAROLYN MOULTON, ANTHONY YOUNG. Nays - MATT MILLER. Result: Passed

Contract Award: R Avenue Long-Term Improvement Project - Consultant Services #20-127-TRN-001

Public Works Director Fred Buckenmeyer introduced Senior Engineering Technician Steve Lange to present the background of the R Avenue corridor project. Mr. Lange's slide presentation was added to the packet materials for the meeting. He responded to councilmember questions about the anticipated improvements and the consultant's scope of services. City Attorney Darcy Swetnam responded to councilmember questions about state law regarding procurement practices for consultant contracts of this type.

Mr. Lange advised that the contract amount shown in the packet materials was incorrect. He said the total *funding* for the project was \$608,500 but the proposed contract with Lochner was only for \$573,207. Mr. Lange requested City Council consent to award a contract in the amount of \$573,207 to H.W Lochner, Inc. to perform the R Avenue Long-Term Improvement Project - Consultant Services.

RYAN WALTERS moved, seconded by MATT MILLER, to authorize the Mayor to sign contract 20-127-TRN-001 with H.W Lochner, Inc. in the amount of \$573,207.00 to perform the R Avenue Long-Term Improvement Project - Consultant Services. Vote: Ayes - MATT MILLER, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, JEREMY CARTER, BRUCE MCDOUGALL, ANTHONY YOUNG. Nays - None. Result: Passed

Ms. Moulton had lost connectivity to the virtual meeting during this agenda item and so was unable to vote.

CivicClerk Public Meeting Demonstration

Assistant to the City Clerk Marcia Hunt provided a brief demonstration of the [CivicClerk public meeting portal](#) that went live for City Council and Planning Commission meetings beginning January 1, 2021.

Adjournment

There being no further business, at approximately 7:29 p.m. the Anacortes City Council meeting of January 4, 2021 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 January 11, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
278489	5/20/2020	18012	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN 4/16/20-5/15/20	\$ 1,405.51	pw1
277824	9/11/2020	16517	WASHINGTON FIRE CHIEFS	2021 MEMBERSHIP DUES	\$ 2,250.00	medic
278502	9/14/2020	RE 41 JZ0893 L001	WASHINGTON STATE DEPARTMENT	PLAN REVIEW FOR COMMERCIAL AVE CORRIDOR PLAN PHASE 1 - 11TH ST TO 13TH ST	\$ 1,011.68	pw1
277347	9/24/2020	1679854350	WILSON DDS, NICHOLAS J	DENTAL SERVICES FOR LOEFF 1	\$ 173.00	hr
277343	10/7/2020	9560040	RYAN HERCO PRODUCTS CORP	MAINTENANCE SUPPLIES	\$ 238.91	dwwtp
277646	10/27/2020	93803	BLYTHE PLUMBING & HEATING, INC	HVAC REPAIR @ LIBRARY	\$ 514.90	pwfac
276927	11/2/2020	1991976437	ARAMARK	WWTP LAUNDRY SERVICE FOR	\$ 80.28	dwwtp
278509	11/5/2020	BD0001672	CARTEGRAPH SYSTEMS LLC	2021 CARTEGRAPH SOLUTIONS AND SUBSCRIPTION AGREEMENT	\$ 41,397.99	pw1
277533	11/6/2020	92656	BLYTHE PLUMBING & HEATING, INC	HVAC SERVICE @ LIBRARY	\$ 2,969.98	pwfac
278030	11/6/2020	93895	BLYTHE PLUMBING & HEATING, INC	ASAC FURNACE REPAIR	\$ 506.73	finance
276677	11/6/2020	132249	FRONTIER FORD	BELT- #170	\$ 127.22	dshop
276463	11/12/2020	1991991713	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 71.53	dshop
276870	11/16/2020	1991995289	ARAMARK	WWTP LAUNDRY SERVICE	\$ 77.05	dwwtp
276867	11/17/2020	1255576864	GRAY, MATTHEW	DENTAL SERVICES FOR LEOFF 1 RETIREE	\$ 225.00	hr
276789	11/18/2020	1991999210	ARAMARK	STA 3 MAT/MOP SERVICE	\$ 21.76	medic
277443	11/18/2020	35913	JET CITY TRUCKING & AGGREGATE	SAND	\$ 1,338.31	wdist
276791	11/19/2020	1992001077	ARAMARK	STA 2 MAT/MOP SERVICE 11/19	\$ 21.76	medic
276800	11/19/2020	1992001081	ARAMARK	APD NYLON MATS CLEANED	\$ 16.32	apd
277386	11/19/2020	1992001078	ARAMARK	STA 1 MAT/MOP SERVICE 11/19	\$ 21.76	medic
278433	11/19/2020	6749	BIBLIONIX, LLC	APOLLO SOFTWARE ANNUAL RENEWAL	\$ 5,734.00	publib
277267	11/23/2020	1992004693	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 77.05	dwwtp
276951	11/23/2020	870440	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 18.93	plancc
276952	11/23/2020	870298	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 84.99	plancc
276956	11/23/2020	8561 01 37471	HOME DEPOT	OPERATING SUPPLIES- WATER DEPT	\$ 486.00	wdistcc
276950	11/24/2020	F92680/1	ACE HARDWARE	SUPPLIES- WATER DEPT	\$ 13.70	wdistcc
276960	11/24/2020	F92605/1	ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 24.47	wwtpcc
276953	11/24/2020	112-7438898-9089000	AMAZON.COM SERVICES, INC	CAPITAL PROJECTS - ADMIN BUILDING UPGRADE	\$ 5.99	wwtpcc
276959	11/24/2020	111-4901734-7081820	AMAZON.COM SERVICES, INC	CHILDREN'S SUPPLIES-FR	\$ 37.86	libcc
276963	11/24/2020	112-8529900-8872222	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 21.71	libcc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
276966	11/24/2020	112-3960686-9488262	AMAZON.COM SERVICES, INC	VACUUM CLEANER (29-2)	\$ 163.19	afdcc
276958	11/24/2020	000023	CLEAN AND CLIP	K9 T-BONE GROOMING	\$ 50.00	apdcc
276954	11/24/2020	ANA01	EDGE ANALYTICAL, INC	WATER ANALYSIS - 10 INVOICES	\$ 1,856.00	wtpcc
276957	11/24/2020	20-41558	EDGE ANALYTICAL, INC	COLIFORMS TEST	\$ 15.00	shopcc
276967	11/24/2020	20-39359	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT NITROGEN - MONTHLY	\$ 56.10	wwtpcc
276968	11/24/2020	20-39360	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT NUTRIENTS - MONTHLY	\$ 104.55	wwtpcc
276961	11/24/2020	I98447	FRONTIER BUILDING SUPPLY	4X4 DOUGLAS FIR	\$ 16.62	wdistcc
276965	11/24/2020	I98482	FRONTIER BUILDING SUPPLY	JOIST	\$ 14.25	wdistcc
276987	11/24/2020	201001	NAPA	MAINTENANCE SUPPLIES	\$ 32.51	wwtpcc
276962	11/24/2020	H30324	SEBO'S DO-IT CENTER	TOOLS AND SUPPLIES	\$ 42.13	fibercc
276964	11/24/2020	H30110	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- SOLID WASTE	\$ 21.27	shopcc
276955	11/24/2020	14-11272367	UNITED SITE SERVICES, INC	INTAKE STATION PORTA POTI RENTAL 10/22-11/21/20	\$ 57.98	wtpcc
276969	11/24/2020	665	UNITED STATES POSTAL SERVICE	POSTAGE	\$ 4.75	museumcc
276992	11/25/2020	112-4421502-7177807	AMAZON.COM SERVICES, INC	COVID PPE PURCHASE - UMBRELLAS	\$ 66.24	libcc
276991	11/25/2020	4BE92BF5FC94AE07	COASTAL FARM &	WORK BOOTS MT VERNON TAX RATE	\$ 100.00	fibercc
276983	11/25/2020	XK5PNR8K8	DELL MARKETING LP	LAPTOP	\$ 939.53	infosyscc
276984	11/25/2020	XK5PP49W8	DELL MARKETING LP	LAPTOP	\$ 939.53	infosyscc
277009	11/25/2020	IB68780	FARMERS EQUIPMENT COMPANY	VALVE WILL CALL	\$ 861.20	dshop
276990	11/25/2020	24243352	PURCELL TIRE AND SERVICE CENTE	TIRES FOR #856	\$ 833.98	shopcc
276982	11/25/2020	F93078/1	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- WATER DEPT	\$ 34.40	wdistcc
276993	11/25/2020	H30776	SEBO'S DO-IT CENTER	CEMETERY SUPPLIES	\$ 30.39	parksccl
276989	11/25/2020	1ZTGR8090330796868	UNITED PARCEL SERVICE, INC	SHIPMENT TURB TO HACH FOR REPAIR	\$ 40.05	wtpcc
278498	11/25/2020	20INV000004048	WASTEQUIP, LLC	1.5 YARD DUMPSTERS	\$ 5,359.50	pw1
277011	11/26/2020	1992010473	ARAMARK	OPS & PARKS LAUNDRY SVC	\$ 71.53	dshop
277040	11/26/2020	1992010465	ARAMARK	APD NYLON MATS CLEANED	\$ 16.32	apd
277281	11/26/2020	1992010474	ARAMARK	OPS: MAT CLEANING	\$ 76.66	dshop
276986	11/26/2020	1067437843	B & H PHOTO - VIDEO	SUPPLIES FOR OUTREACH PROGRAMS	\$ 32.58	libcc
277021	11/27/2020	20460260	4IMPRINT, INC	SUPPLIES FOR HOLIDAY DOG WALK EVENT	\$ 345.66	pkreccc
277023	11/27/2020	111-6695021-2181828	AMAZON.COM SERVICES, INC	SHOP TOWELS - COVID CLEANING	\$ 35.79	wtpcc
277024	11/27/2020	112-7706916-1153851	AMAZON.COM SERVICES, INC	THERMOCOUPLE #9905	\$ 10.43	shopcc
276985	11/27/2020	E0500CT9B4	MICROSOFT CORPORATION	AZURE PAY AS YOU GO 10/16-11/15/20	\$ 24.22	infosyscc
277020	11/27/2020	E0500CTIY9	MICROSOFT CORPORATION	AZURE DEVELOPER SUPPORT 10/16-11/15/20	\$ 29.00	infosyscc

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277019	11/28/2020	113-2811359-9937850	AMAZON.COM SERVICES, INC	KEYBOARD AND MOUSE FOR WWTP	\$ 159.26	infosyscc
277025	11/28/2020	112-7145177-7369840	AMAZON.COM SERVICES, INC	RUNNING BOARDS- #189	\$ 397.11	shopcc
277328	11/28/2020	295361	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED	\$ 58.47	wtppcc
277022	11/28/2020	W506777	STRINGING, INC	COVID PPE MASK	\$ 2,545.88	pwfaccc
277083	11/30/2020	F95716/1	ACE HARDWARE	OPERATING SUPPLIES- WATER DEPT	\$ 36.56	wdistcc
277208	11/30/2020	1992014008	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 77.05	dwwtp
277531	11/30/2020	93629	BLYTHE PLUMBING & HEATING, INC	BOILER REPAIR	\$ 810.51	pwfac
277532	11/30/2020	92659	BLYTHE PLUMBING & HEATING, INC	HVAC SERVICE FIRE STATION 1	\$ 880.46	pwfac
277082	11/30/2020	804064	MISTER T'S AWARDS &	TAX FOR DOC 276765	\$ 15.30	hrcc1
278035	11/30/2020	55380	MUNICIPAL RESEARCH &	MRSC ROSTERS RENEWAL 2021	\$ 275.00	finance
277121	11/30/2020	11203229	NUWAVE, LLC	COVID PPE AIR PURIFIER	\$ 1,995.96	pwfaccc
277084	11/30/2020	INV00039224	PANTHEON SYSTEMS, INC	WEB HOSTING FEES FOR SAFEANDCLEANWATER.COMSTEMS INC 11/30- 12/29/20	\$ 38.09	infosyscc
277085	11/30/2020	H32797	SEBO'S DO-IT CENTER	FASTENERS, JOIST HANGERS- WATER DEPT	\$ 8.18	wdistcc
277086	11/30/2020	H33022	SEBO'S DO-IT CENTER	WASHINGTON PARK SUPPLIES	\$ 13.85	parksccl
277122	11/30/2020	1376664	SURETY PEST CONTROL	CASTILLEJA BLUFF BOOSTER PEST CONTROL	\$ 41.34	wtppcc
277441	11/30/2020	USS-70053	UNITED SITE SERVICES, INC	PORTA POTTY RENTAL 11/01-11/30	\$ 671.33	parksccl
277125	12/1/2020	112-0039410-8326663	AMAZON.COM SERVICES, INC	STEP BOARD MOUNT KIT- #189	\$ 106.07	shopcc
277188	12/1/2020	114-8792986-3781856	AMAZON.COM SERVICES, INC	LITHIUM BATTERIES	\$ 9.34	afdcc
277187	12/1/2020	201130308	BUCKSTOP TRUCKWARE, INC	WINCH DOOR- #189	\$ 50.00	shopcc
277191	12/1/2020	107786374	DEPT OF LABOR & INDUSTRIES	ELEVATOR FEE	\$ 71.80	museumcc
277192	12/1/2020	107786374	DEPT OF LABOR & INDUSTRIES	CC FEE	\$ 3.95	museumcc
277120	12/1/2020	248366	GLOCK PROFESSIONAL INC.	TRAINING; ADVANCED ARMORER'S COURSE; CORP BUFFUM	\$ 400.00	apdcc
277171	12/1/2020	P0x0RA5g	GOOGLE ANALYTICS	ISAFE AND CLEAN WATER.COM	\$ 6.36	infosyscc
277976	12/1/2020	1079470	GUARDIAN SECURITY SYSTEMS INC	CLOUD STORAGE/VIDEO FEED - SHOP 1/1- 3/31/2021	\$ 714.82	dshop
277131	12/1/2020	107952	PET PLACE MARKET	K9 T-BONE DOG FOOD	\$ 76.15	apdcc
277126	12/1/2020	116080	PORT OF ANACORTES	FUEL- #90062	\$ 5.26	wdistcc
277124	12/1/2020	H33334	SEBO'S DO-IT CENTER	OPERATING SUPPLIES- STREET DEPT	\$ 16.30	shopcc
277128	12/1/2020	H33485	SEBO'S DO-IT CENTER	FLAG REPLACEMENT SNAPS	\$ 11.92	parksccl
277174	12/1/2020	1376665	SURETY PEST CONTROL	ROCKRIDGE BOOSTER PEST CONTROL	\$ 41.34	wtppcc
277119	12/1/2020	293356	THRIFTY CLEANERS	OCT/NOV LAUNDRY	\$ 81.90	afdcc
277129	12/1/2020	72980025	THRIVE COMMUNITY FITNESS	VOLUNTEER MEMBERSHIP - DECEMBER	\$ 21.71	afdcc
277130	12/1/2020	72980026	THRIVE COMMUNITY FITNESS	2 MEMBERSHIPS - DECEMBER	\$ 43.42	afdcc

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277117	12/1/2020	VM1201201-7485-19404	VMIX	SOFTWARE FOR CHANNEL 10	\$ 65.28	infosyscc
277123	12/1/2020	WAPROIngram	WASHINGTON ASSOCIATION OF	WAPRO MEMBERSHIP; RECORDS SUPERVISOR INGRAM 12/1/20-11/30/21	\$ 25.00	apdcc
277118	12/1/2020	92821	WASHINGTON STATE UNIVERSITY	PESTICIDE TRAINING	\$ 90.00	shopcc
277181	12/2/2020	F97262/1	ACE HARDWARE	SAFETY - COVID	\$ 32.68	wwtpcc
277182	12/2/2020	F97288/1	ACE HARDWARE	SAFETY - COVID	\$ 10.95	wwtpcc
277172	12/2/2020	112-3364076-8677858	AMAZON.COM SERVICES, INC	UNIFORM BOOTS; OFC FABER (OFC TO PAY OVERAGE)	\$ 289.36	apdcc
277180	12/2/2020	111-8391202-4373812	AMAZON.COM SERVICES, INC	CHILDREN'S BOOKS	\$ 11.01	libcc
277184	12/2/2020	111-5194000-7003407	AMAZON.COM SERVICES, INC	CARGO NETS (2915)	\$ 20.86	afdcc
277189	12/2/2020	114-4201724-2014607	AMAZON.COM SERVICES, INC	FLASH DRIVES	\$ 24.82	afdcc
277244	12/2/2020	112-8220345-5243455	AMAZON.COM SERVICES, INC	FUEL METER- # 189	\$ 173.56	shopcc
277800	12/2/2020	1992017872	ARAMARK	STA 3 MAT/MOP SERVICE: 12/2	\$ 21.76	medic
277235	12/2/2020	871415	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 21.16	wwtpcc
277236	12/2/2020	871363	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 21.16	wwtpcc
277890	12/2/2020	38842187	BMI	ANNUAL MUSIC LICENSE FEE 05/01/2020-04/30/2021	\$ 364.00	parksc1
277183	12/2/2020	552722481	CREELMAN MD, PAUL	CDL PHYSICAL	\$ 150.00	shopcc
277233	12/2/2020	TJQ3QYABP2	FACEBOOK	FACEBOOK ADVERTISING	\$ 50.00	fibercc
277173	12/2/2020	WAANA130232	FASTENAL COMPANY	OPERATING SUPPLIES	\$ 0.67	wwtpcc
277185	12/2/2020	130263	FASTENAL COMPANY	OPERATING SUPPLIES	\$ 38.99	shopcc
277190	12/2/2020	74B3F2B7-0001	MAPME.COM	MAP FOR ANACORTES LIGHTS	\$ 39.00	pkrecc
277239	12/2/2020	054530417270	SAFEWAY INC	AFD SUPPLIES	\$ 78.27	pwfaccc
277179	12/2/2020	H34119	SEBO'S DO-IT CENTER	HARDWARE	\$ 35.80	fibercc
277176	12/2/2020	127322097	ULINE, INC.	UNIVERSAL DRUM TOPPER PAD	\$ 97.47	wtpcc
277240	12/2/2020	128129Y80337013064	UNITED PARCEL SERVICE, INC	SHIP PUMP TO WATSON MARLOW	\$ 155.69	wtpcc
277175	12/2/2020	114-11310645	UNITED SITE SERVICES, INC	PENN AVE PORTA POTI 11/01-11/30/20	\$ 193.85	wtpcc
277178	12/2/2020	E2021790	WITMER PUBLIC SAFETY GROUP INC	HELMET BAND	\$ 33.22	afdcc
277234	12/2/2020	847541	YSI INCORPORATED (XYLEM)	LAB SUPPLIES	\$ 175.01	wwtpcc
277186	12/2/2020	INV55386627	ZOOM VIDEO COMMUNICATIONS INC.	COURT 12/2-1/1/2021	\$ 16.30	courtcc
277518	12/2/2020	INV55413859	ZOOM VIDEO COMMUNICATIONS INC.	SENIOR CENTER 12/02-01/01/2021	\$ 16.30	parksc1
277242	12/3/2020	F97724/1	ACE HARDWARE	BULK FASTENERS	\$ 7.20	shopcc
277238	12/3/2020	112-5340938-0660253	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 45.34	wwtpcc
277246	12/3/2020	112-8220345-5243455	AMAZON.COM SERVICES, INC	JUMPER CABLES- #189	\$ 96.80	shopcc

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277247	12/3/2020	111-7349505-2243439	AMAZON.COM SERVICES, INC	TRAINING MANUAL	\$ 81.50	afdcc
277250	12/3/2020	111-1508672-0261039	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 69.09	wwtpcc
277277	12/3/2020	1992019768	ARAMARK	APD NYLON MATS CLEANED	\$ 16.32	apd
277280	12/3/2020	1992019774	ARAMARK	OPS & PARKS LAUNDRY SVC	\$ 71.53	dshop
277801	12/3/2020	1992019765	ARAMARK	STA 1 MAT/MOP SERVICE: 12/3	\$ 21.76	medic
277802	12/3/2020	1992019764	ARAMARK	STA 2 MAT/MOP SERVICE: 12/3	\$ 21.76	medic
277338	12/3/2020	871523	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 45.70	wwtpcc
277245	12/3/2020	Veh lic 873	DEPARTMENT OF LICENSING	VEHICLE LICENSING #873	\$ 57.00	shopcc
277249	12/3/2020	55014649	LOWE'S BUSINESS ACCOUNT/GEMB	HOSE SPRAYERS FOR BAS TRAIN	\$ 35.22	wtpcc
277322	12/3/2020	3220725	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 119.02	wwtpcc
277248	12/3/2020	1B68605	PLATT ELECTRIC SUPPLY INC	RUBBER WRAP FOR CAUSTIC LINES	\$ 52.96	wtpcc
277241	12/3/2020	H34320	SEBO'S DO-IT CENTER	SUPPLIES	\$ 19.57	fibercc
277243	12/3/2020	H34590	SEBO'S DO-IT CENTER	PADLOCK	\$ 21.75	shopcc
277144	12/3/2020	843177523	THOMSON REUTERS - WEST	WA COURT RULES - PROSECUTOR	\$ 1,282.74	legal
277232	12/3/2020	INV55620913	ZOOM VIDEO COMMUNICATIONS INC.	EXECUTIVE 12/3/2020-1/2/2021	\$ 59.82	execc
277331	12/4/2020	111-8391202-4373812	AMAZON.COM SERVICES, INC	CHILDREN'S BOOKS	\$ 14.68	libcc
277326	12/4/2020	871713	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE ITEMS	\$ 24.46	pwfacc
277327	12/4/2020	871712	BAYSHORE OFFICE PRODUCTS INC	COVID-19 PPE DISINFECTANT SPRAY	\$ 566.39	pwfacc
277335	12/4/2020	E/4971550	CHEVRON AND TEXACO UNIVERSAL	FUEL FOR #90011	\$ 50.10	parkscc1
277332	12/4/2020	C27205	COASTAL FARM &	WORK BOOTS- LUKE T	\$ 80.00	wdistcc
277325	12/4/2020	8836100	FERGUSON ENTERPRISES, INC	FACILITY USE ITEMS	\$ 121.53	pwfacc
277321	12/4/2020	J00301	FRONTIER BUILDING SUPPLY	FACILITY USE ITEM	\$ 187.48	pwfacc
277889	12/4/2020	13467	HOW IT WORKS, INC	ACFL MAP RESALE ITEM 350	\$ 1,879.50	parkscc1
277329	12/4/2020	PRA021-122020-4016	MUNICIPAL RESEARCH &	PRA AND OPMA CASE LAW UPDATE; RECORDS SUPERVISOR INGRAM	\$ 35.00	apdcc
277337	12/4/2020	201819	NAPA	WEATHERSTRIP ADHESIVE- SOLID WASTE	\$ 15.22	shopcc
277323	12/4/2020	3220767	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 312.90	wwtpcc
277320	12/4/2020	H34922	SEBO'S DO-IT CENTER	PRIDE IN SERVICE AWARD - BILL LARSON - SEBOS HARDWARE	\$ 150.00	hrcc1
277333	12/4/2020	H34864	SEBO'S DO-IT CENTER	SINGLE CUT KEY- #512	\$ 1.95	shopcc
277334	12/4/2020	65715962	TOTER LLC	TOTE WHEELS & AXELS- SOLID WASTE	\$ 188.27	shopcc
277336	12/5/2020	111-2539923-9969052	AMAZON.COM SERVICES, INC	TRAINING MANUAL	\$ 203.10	afdcc
277324	12/5/2020	C28030	COASTAL FARM &	WORK BOOTS	\$ 81.51	bldgcc
277341	12/6/2020	75187	STOW-IT	20' CONTAINER RENTAL 12/6/20 - 1/5/21	\$ 217.60	wdist
277434	12/6/2020	409287	VILLAGE BOOKS	CHILDREN'S BOOKS - FR	\$ 66.28	libcc
278028	12/6/2020	20120617040000	WASHINGTON STATE DEPARTMENT	PESTICIDE LICENSE RENEWAL SKY GUTHRIE 2021	\$ 33.99	finance

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277433	12/7/2020	G00080/1	ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 29.35	wwtpcc
277439	12/7/2020	111-9638776-5845043	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 22.42	wwtpcc
277482	12/7/2020	1992023305	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 77.05	dwwtp
277465	12/7/2020	872090	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES - ENDORSEMENT STAMPS	\$ 81.75	financecc
277525	12/7/2020	37863	DIAMOND RENTALS, INC.	PORTA POTTY 11/7-12/7	\$ 387.00	parksccl
277690	12/7/2020	72261521	INTERSTATE BATTERIES	BATTERIES FOR VEH #027, #035	\$ 369.81	dshop
277440	12/7/2020	012574	MOUNT VERNON GOOD WILL	RECRUITMENT VIDEO SUPPLIES	\$ 45.58	afdcc
277461	12/7/2020	202100	NAPA	FUSES #90006	\$ 5.27	wtpcc
277436	12/7/2020	INV01603965	PREZI INC.	PREZI 2020V12/7-12/6/2021	\$ 228.00	pw1
277435	12/7/2020	24243553	PURCELL TIRE AND SERVICE CENTE	TIRES STOCK	\$ 1,324.31	shopcc
277459	12/7/2020	593 8 312 6657	SAFEWAY INC	LAB SUPPLIES	\$ 29.90	wwtpcc
277430	12/7/2020	3530	SIGNDOG NW	SIGN BOARDS	\$ 598.40	fibercc
277471	12/7/2020	208939	SKAGIT REGIONAL HEALTH	CDL PHYSICAL	\$ 92.00	shopcc
277346	12/7/2020	34684	THRIFTY CLEANERS	UNIFORM CLEANING; NOV 2020	\$ 154.50	apd
278034	12/7/2020	20120416796985	WASHINGTON STATE DEPARTMENT	PESTICIDE LICENSE PAYMENT FEE - MIKE H	\$ 33.99	finance
277467	12/8/2020	112-9839261-2501846	AMAZON.COM SERVICES, INC	TIE DOWNS- #873	\$ 26.65	shopcc
277469	12/8/2020	112-5165581-1249062	AMAZON.COM SERVICES, INC	ADULT PROGRAM SUPPLIES	\$ 67.58	libcc
277470	12/8/2020	112-8420194-7199445	AMAZON.COM SERVICES, INC	SUPPLIES FOR ADULT PROGRAMS	\$ 7.58	libcc
277472	12/8/2020	111-3179575-6131438	AMAZON.COM SERVICES, INC	OPERATING SUPPLIES	\$ 102.44	wwtpcc
277510	12/8/2020	872156	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES FOR RECREATION STAFF	\$ 55.05	pkreccc
277466	12/8/2020	1C3FKSZ	CDW GOVERNMENT INC	OFFICE SUPPLIES - FINANCE	\$ 63.15	financecc
277463	12/8/2020	2456772	COLE-PARMER INSTRUMENT CO.	PH ELECTRODE STORAGE SLEEVE	\$ 94.78	wtpcc
277462	12/8/2020	8694810	JUDD & BLACK	REPLACEMENT REFRIGERATOR - COURT -	\$ 651.12	pwfacc
277460	12/8/2020	H37289	SEBO'S DO-IT CENTER	CAUSLAND PARK SUPPLIES	\$ 10.74	parksccl
277512	12/9/2020	111-2140311-2191448	AMAZON.COM SERVICES, INC	TRAINING BOOKS X 3	\$ 54.66	wtpcc
277519	12/9/2020	112-2610599-5708222	AMAZON.COM SERVICES, INC	RUNNING BOARD- #189	\$ 300.40	shopcc
277520	12/9/2020	112-8068009-7790655	AMAZON.COM SERVICES, INC	HEADSET- OPS OFFICE	\$ 195.84	shopcc
277523	12/9/2020	112-9512097-3005002	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 8.69	libcc
278511	12/9/2020	113-8651254-5926603	AMAZON.COM SERVICES, INC	COAXIAL CABLE CLIP	\$ 104.70	finance
278512	12/9/2020	113-4701854-0262611	AMAZON.COM SERVICES, INC	TOOLS	\$ 38.15	finance
277521	12/9/2020	WAANA130410	FASTENAL COMPANY	FASTENERS	\$ 38.45	wdistcc

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277522	12/9/2020	WAANA130431	FASTENAL COMPANY	TOOLS	\$ 52.19	fibercc
277524	12/9/2020	537180	FRONTIER BUILDING SUPPLY	CAUSLAND PARK SUPPLIES	\$ 196.63	parksccl
277556	12/9/2020	202393	NAPA	TOOLS	\$ 118.77	fibercc
277511	12/9/2020	15232	NARTEC, INC.	FIELD DRUG TEST KITS	\$ 286.04	apdcc
277550	12/9/2020	981363007	NORTHERN SAFETY CO INC	WORK GLOVES- STREET DEPT	\$ 252.44	shopcc
277553	12/9/2020	3220970	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 84.37	wwtpcc
277549	12/9/2020	593 7 172 4616	SAFEWAY INC	SAFETY STAR RECEIPIENTS, MCKAY, JACKSON, ZELL	\$ 170.85	hrcccl
277509	12/9/2020	6794	SEASIDE AUTO BODY	VEH 142 WHEEL ALIGNMENT	\$ 125.12	shopcc
277508	12/9/2020	H37576	SEBO'S DO-IT CENTER	LATEX GLOVES PARKS SUPPLIES	\$ 10.65	parksccl
278154	12/9/2020	331 0550970	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 95.15	dwtpp
277551	12/10/2020	G01845/1	ACE HARDWARE	COPPER TUBE, PVC, SCH 40	\$ 37.30	wdistcc
277552	12/10/2020	114-6548502-9169845	AMAZON.COM SERVICES, INC	WEBCAMS FOR BUILDING & IT	\$ 84.22	infosyscc
277554	12/10/2020	111-1576476-6279437	AMAZON.COM SERVICES, INC	LAPTOP BAGS X 2	\$ 30.03	wtpcc
277517	12/10/2020	73818867	AMERICAN LIBRARY ASSOCIATION	ALA SUPPLIES FOR LIBRARY	\$ 102.09	libcc
277567	12/10/2020	1992028975	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 72.45	dshop
277568	12/10/2020	1992028976	ARAMARK	OPS: MAT CLEANING	\$ 76.66	dshop
277575	12/10/2020	1992028967	ARAMARK	APD NYLON MATS CLEANED	\$ 16.32	apd
277599	12/10/2020	16160848	PACIFIC POWER BATTERIES	FACILITY USE ITEMS	\$ 41.87	pwfacc
277555	12/10/2020	24243718	PURCELL TIRE AND SERVICE CENTE	TIRES #514	\$ 83.78	shopcc
277602	12/10/2020	13625a	RPM PERFORMANCE, LLC	LINEX VEH 189	\$ 2,023.53	shopcc
277557	12/10/2020	H37958	SEBO'S DO-IT CENTER	RUST PENETRANT, WD 40	\$ 30.38	shopcc
277605	12/11/2020	111-1234449-8010604	AMAZON.COM SERVICES, INC	FILLER PAPER	\$ 29.27	wtpcc
277610	12/11/2020	112-5165581-1249062	AMAZON.COM SERVICES, INC	SUPPLIES FOR ADULT PROGRAMS	\$ 12.61	libcc
278484	12/11/2020	86423	ASSOCIATION OF WASHINGTON	2021 AWC CITY ANNUAL MEMBERSHIP FEE	\$ 13,100.00	hr
277603	12/11/2020	872768	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE ITEM	\$ 69.06	pwfacc
277600	12/11/2020	110893340	HARBOR FREIGHT TOOLS	1 TON CHAIN HOIST	\$ 355.72	shopcc
277606	12/11/2020	100490	MISTER T'S AWARDS &	PUBLIC EDUCATION SUPPLIES	\$ 585.90	wtpcc
277601	12/11/2020	H38917	SEBO'S DO-IT CENTER	EXHIBIT SUPPLIES	\$ 39.14	museumcc
277604	12/11/2020	H38497	SEBO'S DO-IT CENTER	COVID PPE GLOVES	\$ 140.68	pwfacc
277611	12/11/2020	H38702	SEBO'S DO-IT CENTER	LED BULBS WA PARK SUPPLIES	\$ 12.38	parksccl
277598	12/11/2020	1218628	SKAGIT PUBLISHING LLC	ANACORTES AMERICAN EXECUTIVE	\$ 62.40	execc
277614	12/11/2020	4541 2214 0115 6087	WALMART	K9 T-BONE REWARDS	\$ 10.83	apdcc
277609	12/11/2020	2533068420	WORK OUTFITTERS	WORK BOOTS	\$ 115.00	wwtpcc
277608	12/12/2020	113-6583601-9342623	AMAZON.COM SERVICES, INC	BATTERY PROTECTOR #162	\$ 141.32	shopcc

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277612	12/12/2020	6720932	WORK OUTFITTERS	WORK BOOTS- OLE L	\$ 234.75	shopcc
277607	12/13/2020	111-4234526-1852224	AMAZON.COM SERVICES, INC	LABEL TAPE + TAX BEFORE \$2 DISCOUNT	\$ 27.27	wtpcc
277613	12/13/2020	C32456	COASTAL FARM &	SKY GUTHRIE BOOT ALLOWANCE	\$ 95.65	parksccl
278029	12/13/2020	950932	INTERNATIONAL SOCIETY OF	MEMBERSHIP RENEWAL-OICLES 2021	\$ 185.00	finance
277675	12/14/2020	111-1576476-6279437	AMAZON.COM SERVICES, INC	LAPTOP BAG, LAMINATING SHEETS, POST-IT NOTES	\$ 59.03	wtpcc
277679	12/14/2020	111-9072931-4597819	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 47.82	wwtpcc
277680	12/14/2020	111-5752970-8339400	AMAZON.COM SERVICES, INC	MAINTENANCE SUPPLIES	\$ 82.47	wwtpcc
277615	12/14/2020	1992032506	ARAMARK	LAUNDRY SERVICE FOR WWTP	\$ 78.52	dwwtp
277720	12/14/2020	0188-1000144	CONSOLIDATED ELECTRICAL	MAINTENANCE SUPPLIES	\$ 47.53	wwtpcc
277674	12/14/2020	ANA01	EDGE ANALYTICAL, INC	WATER ANALYSIS - 10 INVOICES	\$ 722.00	wtpcc
277677	12/14/2020	539311	FRONTIER BUILDING SUPPLY	CEMENT PARK SUPPLIES	\$ 82.58	parksccl
277570	12/14/2020	300523718	KCDA PURCHASING COOPERATIVE	COPY PAPER	\$ 551.12	finance
277726	12/14/2020	246150	RED WING STORE	WORK BOOTS, P FAIRALL	\$ 136.95	shopcc
277721	12/14/2020	593 53 121 8886	SAFEWAY INC	SUPPLIES	\$ 57.02	libcc
277668	12/14/2020	H40250	SEBO'S DO-IT CENTER	PARK SUPPLIES	\$ 14.92	parksccl
277673	12/14/2020	H40577	SEBO'S DO-IT CENTER	OPERATING SUPPLIES	\$ 14.79	wwtpcc
277676	12/14/2020	H40224	SEBO'S DO-IT CENTER	TOOLS AND SUPPLIES	\$ 12.68	fibercc
277678	12/14/2020	H40329	SEBO'S DO-IT CENTER	CAUSLAND PARK SUPPLIES	\$ 15.98	parksccl
277670	12/14/2020	3AV42750BD008511N	SKAGIT ISLAND HUMAN RESOURCE	SIHRMA WEBINAR	\$ 10.00	hrcccl
277717	12/14/2020	209924	SKAGIT REGIONAL HEALTH	DOT PHYSICAL	\$ 92.00	shopcc
277669	12/14/2020	26QN5AQ0	U.S. DEPARTMENT OF	ANNUAL QUERIE- 40 FMCSA D&A CLEARINGHOUSE	\$ 62.50	hrcccl
277653	12/14/2020	114-11364572	UNITED SITE SERVICES, INC	FIBER PORTA POTTY: 11/04- 12/03/2020	\$ 57.98	wdist
277730	12/15/2020	G04505/1	ACE HARDWARE	EXTENSION CORD PARK SUPPLIES	\$ 64.61	parksccl
277761	12/15/2020	871362	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 26.20	museumcc
277756	12/15/2020	0188-1000188	CONSOLIDATED ELECTRICAL	HARDWARE	\$ 51.05	fibercc
277723	12/15/2020	20121418287007	DEPARTMENT OF ECOLOGY	DEPT OF ECOLOGY WORKSHOPS	\$ 125.04	plancc
277728	12/15/2020	540050	FRONTIER BUILDING SUPPLY	CAUSLAND PARK SUPPLIES	\$ 33.62	parksccl
278482	12/15/2020	9319217582	GRAYBAR ELECTRIC COMPANY, INC	GPON ONTS	\$ 71,125.74	fiber
277727	12/15/2020	31853517-001	HERC RENTALS, INC	OPERATING SUPPLY- #6976	\$ 8.72	shopcc
277754	12/15/2020	3221187	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 136.78	wwtpcc
277755	12/15/2020	3221191	NURNBERG SCIENTIFIC	LAB SUPPLIES	\$ 157.36	wwtpcc
277718	12/15/2020	3986-103928	O'REILLY AUTO PARTS	RANGURD BEAM- STREET DEPT	\$ 17.39	shopcc
277715	12/15/2020	100062	PORT OF ANACORTES	MOORAGE FOR SAILBOATS AT MARINA	\$ 392.97	pkreccc
277725	12/15/2020	116425	PORT OF ANACORTES	FUEL #90021	\$ 6.53	wdistcc
277724	12/15/2020	161723450	ROCKAUTO LLC	BRAKE PADS & ROTOR- SHOP STOCK	\$ 593.23	shopcc

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277760	12/15/2020	593 53 121 8854	SAFEWAY INC	HOLIDAY CRAFT KITS	\$ 12.12	pkreccc
277716	12/15/2020	H41171	SEBO'S DO-IT CENTER	OPERATING SUPPLIES	\$ 24.27	wwtpcc
277796	12/16/2020	112-5115425-6159415	AMAZON.COM SERVICES, INC	SUPPLIES FOR ADULT PROGRAMS	\$ 51.13	libcc
277803	12/16/2020	1992036327	ARAMARK	STA 3 MAT/MOP SERVICE: 12/16	\$ 21.76	medic
277752	12/16/2020	WAANA130585	FASTENAL COMPANY	EAR PLUGS, CLEANING WIPES- WATER DEPT	\$ 76.14	wdistcc
277750	12/16/2020	1C78185	PLATT ELECTRIC SUPPLY INC	FACILITY USE ITEM	\$ 388.18	pwfacc
277753	12/16/2020	1308449500	PUGET SOUND ENERGY INC	LUNZ PROPERTY ELECTRICAL	\$ 36.42	wdistcc
277751	12/16/2020	H41360	SEBO'S DO-IT CENTER	FACILITY USE ITEM - LEAK AT LIBRARY	\$ 15.98	pwfacc
277759	12/16/2020	201087	T-SHIRTS BY DESIGN	HATS	\$ 58.75	fibercc
277897	12/16/2020	12/16/2020	WASHINGTON MUSEUM	MEMBERSHIP 12/20-12/21	\$ 30.00	museum
277790	12/17/2020	G05525/1	ACE HARDWARE	PPE STORAGE RACKS- 29-3	\$ 573.31	afdcc
277736	12/17/2020	1992038194	ARAMARK	APD NYLON MATS CLEANED	\$ 16.32	apd
277804	12/17/2020	1992038190	ARAMARK	STA 2 MAT/MOP SERVICE 12/17	\$ 21.76	medic
277805	12/17/2020	1992038191	ARAMARK	STA 1 MAT/MOP SERVICE: 12/17	\$ 21.76	medic
277820	12/17/2020	1992038201	ARAMARK	OPS & PARKS LAUNDRY SERVICE	\$ 70.98	dshop
277792	12/17/2020	C35011	COASTAL FARM &	SAFETY WORK BOOTS - ISAAC B	\$ 97.82	wtpcc
277795	12/17/2020	50949	DIESEL LAPTOPS LLC	SHOP DIAGNOSTIC COMPUTER SOFTWARE/TRAINING	\$ 11,201.44	shopcc
278255	12/17/2020	379215	DOG WASTE DEPOT	42X2000 CASE DOG WASTE BAG	\$ 2,538.46	parks1
277791	12/17/2020	3449576	DR MARTENS AIRWAIR USA	SAFETY WORK BOOTS - MIKE H	\$ 146.89	wtpcc
277873	12/17/2020	203227	NAPA	ALUM BRIGHT	\$ 34.79	shopcc
277793	12/17/2020	H41889	SEBO'S DO-IT CENTER	BELT SNAP- SOLID WASTE	\$ 5.95	shopcc
277883	12/17/2020	210656	SKAGIT REGIONAL HEALTH	CDL MEDICAL PHYSICAL	\$ 92.00	wdistcc
277794	12/17/2020	108661/2/122196	STOWES, INC	WORK BOOTS	\$ 234.00	wwtpcc
277864	12/18/2020	7872657	ACME TOOLS	DEWALT TOOLS	\$ 216.51	shopcc
277861	12/18/2020	111-7487365-1334668	AMAZON.COM SERVICES, INC	LEGAL OFFICE SUPPLIES	\$ 42.92	legal
277882	12/18/2020	112-6766777-0222650	AMAZON.COM SERVICES, INC	JACK STANDS	\$ 620.34	shopcc
277871	12/18/2020	228292-5	BIRCH EQUIPMENT CO., INC	EQUIPMENT RENTAL	\$ 676.46	pwfacc
277875	12/18/2020	OL-1559283	CABLEWHOLESALE	FIBER OPTIC CABLE	\$ 344.25	fibercc
277886	12/18/2020	E/4985114	CHEVRON AND TEXACO UNIVERSAL	FUEL #90011	\$ 86.13	parkscc1
277865	12/18/2020	C35615	COASTAL FARM &	SAFETY BOOTS - CAMERON F	\$ 184.78	wtpcc
277881	12/18/2020	C35771	COASTAL FARM &	WORK BOOTS- KEN H	\$ 86.95	shopcc
277884	12/18/2020	C36232	COASTAL FARM &	SAFETY WORK BOOTS - SETH VW	\$ 73.91	wtpcc
277866	12/18/2020	662 4 200 89	COSTCO WHOLESALE CORPORATION	SHOP TOWELS	\$ 14.09	wtpcc
277885	12/18/2020	CR333764	FERGUSON ENTERPRISES, INC	ANTI-FREEZE	\$ 132.04	wtpcc
277870	12/18/2020	541922	FRONTIER BUILDING SUPPLY	POSTING STAKES	\$ 43.08	bldgcc
277867	12/18/2020	8561 01 24123	HOME DEPOT	CLEANING SUPPLIES	\$ 55.53	wtpcc

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277877	12/18/2020	8561 00001 22218	HOME DEPOT	TOOLS AND SUPPLIES	\$ 500.00	fibercc
277868	12/18/2020	E0600CYB5X	MICROSOFT CORPORATION	AZURE DISASTER AND RECOVERY 11/2-12/1/20	\$ 457.20	infosyscc
277888	12/18/2020	203318	NAPA	AUTO PARTS	\$ 48.41	shopcc
277872	12/18/2020	H42425	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 105.53	pwfacc
277879	12/18/2020	H42313	SEBO'S DO-IT CENTER	TOOLS AND SUPPLIES	\$ 56.38	fibercc
278246	12/18/2020	2876	SKAGIT 911	1ST QTR LAW RADIO MAINTENANCE	\$ 55,201.00	apd
277891	12/18/2020	108661/15/12270	STOWES, INC	OPERATOR BOOT ALLOWANCE	\$ 124.46	wwtpcc
277878	12/19/2020	G06568/1	ACE HARDWARE	MAINTENANCE SUPPLIES	\$ 15.65	wwtpcc
277874	12/19/2020	C36815	COASTAL FARM &	WORK BOOTS, JIMMIE BAKER	\$ 73.91	shopcc
277862	12/19/2020	36320110	LIFELINE	LEOFF1 RETIREE PHILIPS LIFELINE	\$ 55.13	hrcc1
277876	12/20/2020	113-3658768-4678645	AMAZON.COM SERVICES, INC	TOOLS AND SUPPLIES	\$ 377.12	fibercc
277887	12/20/2020	111-0391815-4178668	AMAZON.COM SERVICES, INC	LUNCHROOM SUPPLIES - COVID	\$ 65.26	wwtpcc
277863	12/20/2020	C37328	COASTAL FARM &	WORK BOOTS- BRANDON D	\$ 69.56	shopcc
277880	12/20/2020	H43619	SEBO'S DO-IT CENTER	FASTENERS (HELMET REPAIR)	\$ 1.70	afdcc
277940	12/20/2020	342849	VILLAGE BOOKS	CHILDREN'S BOOKS FR	\$ 44.49	libcc
278501	12/21/2020	00-2019-240 - 14	ALTA PLANNING AND DESIGN, INC	COMMERCIAL AVE PHASE 1 - 11TH ST TO 13TH ST DESIGN - 11/1-11/28/20	\$ 2,305.72	pw1
277938	12/21/2020	113-3658768-4678645	AMAZON.COM SERVICES, INC	TOOLS	\$ 76.24	fibercc
277942	12/21/2020	113-3651363-3366627	AMAZON.COM SERVICES, INC	SOLAR PANEL #872	\$ 173.54	shopcc
278032	12/21/2020	3195047	AMERICAN PLANNING ASSOCIATION	APA PROFESSIONAL MEMBERSHIP LGRAGE	\$ 551.00	finance
278157	12/21/2020	S3792963.001	BUILDERS' HARDWARE & SUPPLY	PAD LOCKS FOR FIBER	\$ 336.87	pwfac
277939	12/21/2020	S014993715.001	KELLER SUPPLY COMPANY	PLUMBING REPAIR VALVE	\$ 96.47	wdistcc
277968	12/21/2020	203546	NAPA	OPERATING SUPPLIES	\$ 127.56	wwtpcc
277967	12/21/2020	593 61 8 8851	SAFeway INC	OFFICE SUPPLIES	\$ 58.72	wwtpcc
277935	12/21/2020	H43937	SEBO'S DO-IT CENTER	COVID-19 - BAGS FOR LIBRARY	\$ 115.13	pwfacc
277936	12/21/2020	H43932	SEBO'S DO-IT CENTER	FACILITY USE ITEM	\$ 15.00	pwfacc
278131	12/21/2020	3554	SIGNDog NW	SIGNS FOR WINDOWS-COVID-19 RELATED	\$ 238.00	pwfac
277944	12/21/2020	108661/10/122433	STOWES, INC	SAFETY WORK BOOTS - ROBERT MK	\$ 140.00	wtpcc
277965	12/22/2020	G07221/1	ACE HARDWARE	TOOLS	\$ 29.37	fibercc
277959	12/22/2020	1316632406	ADOBE SYSTEMS INCORPORATED	ADOBE SUBSCRIPTION	\$ 32.63	execc
277943	12/22/2020	112-0317877-2905868	AMAZON.COM SERVICES, INC	OFFICE SUPPLIES	\$ 44.57	shopcc
278011	12/22/2020	112-3803665-0205849	AMAZON.COM SERVICES, INC	LEAF BLOWER	\$ 151.23	shopcc
277969	12/22/2020	000689896	AMERICAN HEART ASSOCIATION	ACLS DVD - CLASS	\$ 105.32	afdcc
278014	12/22/2020	874467	BAYSHORE OFFICE PRODUCTS INC	FACILITY USE ITEM	\$ 31.81	pwfacc

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
278027	12/22/2020	874447	BAYSHORE OFFICE PRODUCTS INC	OFFICE SUPPLIES	\$ 88.94	wwtpcc
278475	12/22/2020	24609	DALCO INC	SERVICE CALL / LABOR REPAIR #9905	\$ 239.36	dshop
277961	12/22/2020	603990	DIAMOND RENTALS, INC.	BLOWER #13947	\$ 620.15	shopcc
278020	12/22/2020	U2016064906	HB JAEGER	INVENTORY SUPPLIES	\$ 59.03	wdistcc
278033	12/22/2020	PAW 2021 Membership	PLANNING ASSOCIATION	PAW 2021 MEMBERSHIP	\$ 450.00	finance
277966	12/22/2020	162233105	ROCKAUTO LLC	ANTI-THEFT CONNECTOR- #218	\$ 38.82	shopcc
277964	12/22/2020	810606	SKAGIT COUNTY PUBLIC WORKS	RIGHT OF WAY PERMIT FEE	\$ 795.38	fibercc
278473	12/22/2020	331 0552990	UNIFIRST CORPORATION	UNIFORM LAUNDRY	\$ 37.07	fiber
278021	12/23/2020	112-8864900-6743407	AMAZON.COM SERVICES, INC	CHANNEL 10 UPGRADE TO CIVICPLUS	\$ 337.28	infosyscc
278023	12/23/2020	113-2644729-7985823	AMAZON.COM SERVICES, INC	TOGGLE SWITCHES- #610	\$ 65.19	shopcc
278015	12/23/2020	228292-5	BIRCH EQUIPMENT CO., INC	FUEL CHARGE	\$ 10.61	pwfacc
278010	12/23/2020	C40543	COASTAL FARM &	OPERATOR WORK BOOTS	\$ 95.00	wwtpcc
278012	12/23/2020	130698	FASTENAL COMPANY	SAFETY SUPPLIES	\$ 13.96	wtpcc
278024	12/23/2020	543845	FRONTIER BUILDING SUPPLY	CONCRETE MIX- WATER DEPT	\$ 68.15	wdistcc
278025	12/23/2020	543842	FRONTIER BUILDING SUPPLY	LUMBER- WATER DEPT	\$ 22.06	pwfacc
278233	12/23/2020	017273201	GALLS, LLC.	UNIFORM BOOTS; CAPT FULLER	\$ 127.30	apd
278243	12/23/2020	017273219	GALLS, LLC.	UNIFORM BOOTS; OFC WILSON	\$ 92.48	apd
278022	12/23/2020	31761879	LOWE'S BUSINESS ACCOUNT/GEMB	TAPE MEASURE, FLAG HOOKS	\$ 17.59	wtpcc
277981	12/23/2020	MV245837	MOTOR TRUCKS, INC	MOTOR CONTROL MODE ACTUATOR #213	\$ 40.78	dshop
278016	12/23/2020	H44987	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 106.58	pwfacc
278017	12/23/2020	H44989	SEBO'S DO-IT CENTER	FACILITY USE ITEMS	\$ 78.59	pwfacc
278018	12/23/2020	H44992	SEBO'S DO-IT CENTER	COVID PPE GLOVES	\$ 140.68	pwfacc
278026	12/23/2020	1ZG3TE580313581490	UNITED PARCEL SERVICE, INC	SHIPPING (KNOX BOX TO BRAUN)	\$ 29.34	afdcc
278019	12/23/2020	114-11402448	UNITED SITE SERVICES, INC	INTAKE PORTA POTI 11/22-12/21/20	\$ 57.98	wtpcc
278013	12/23/2020	850756	YSI INCORPORATED (XYLEM)	LAB SUPPLIES	\$ 1,443.44	wwtpcc
278236	12/24/2020	293219A	BAY CITY SUPPLY	COVID PPE GLOVES	\$ 707.11	pwfacc
278253	12/24/2020	293094	BAY CITY SUPPLY	COVID-19 PPE LYSOL DISINFECTANT	\$ 311.17	pwfacc
278220	12/24/2020	455501	USA BLUE BOOK	LABSOLUTIONS DETERGENT	\$ 287.32	dwtpp
277978	12/24/2020	113078	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 35.00	dshop
278488	12/26/2020	9870047637	VERIZON WIRELESS	WTP SCADA MODEM 11/27-12/26/20	\$ 520.13	dwtpp
278222	12/28/2020	2020 LTAC AFM	ANACORTES FARMERS MARKET	LTAC 2020 ANACORTES FARMERS MARKET INVOICE	\$ 6,061.43	plan
278244	12/28/2020	5602	ANACORTES TOWING, LLC	APD CASE; 20-A08138	\$ 163.20	apd
278245	12/28/2020	5603	ANACORTES TOWING, LLC	APD CASE; 20-A08215	\$ 163.20	apd
278261	12/28/2020	17183455	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 55.68	medic
278159	12/28/2020	204050	NAPA	BATTERY- #219	\$ 482.91	dshop
278494	12/28/2020	2020-0745	PUBLIC SAFETY TESTING, INC	Q4 SUBSCRIPTION FEES, POLICE & FIRE	\$ 654.00	hr

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
278132	12/28/2020	2056-01	QUANTUM CONSTRUCTION, INC	RE-SURFACE STAIR TREADS AND LANDINGS	\$ 10,529.23	pwfac
278101	12/29/2020	204133	NAPA	WIPER BLADES- #051	\$ 17.01	dshop
278160	12/29/2020	204185	NAPA	POWER STEERING FILTER- #601	\$ 37.08	dshop
278161	12/29/2020	204129	NAPA	RADIATOR HOSE- #601	\$ 119.53	dshop
278471	12/29/2020	204229	NAPA	OIL FILTERS- SHOP SUPPLIES	\$ 67.54	dshop
278165	12/29/2020	220015149234	PUGET SOUND ENERGY INC	STREET LIGHTS 12/1- 12/29/2020	\$ 28.08	dshop
278238	12/29/2020	51456	SKAGIT COUNTY GOVERNMENT	QTR 3 2020; SPILLMAN	\$ 7,654.31	apd
278208	12/29/2020	331 0554043	UNIFIRST CORPORATION	WATER CREW LAUNDRY	\$ 39.26	wdist
278479	12/29/2020	331 0554084	UNIFIRST CORPORATION	UNIFORM LAUNDRY	\$ 37.07	fiber
278156	12/29/2020	48884588	UNIVAR USA INC	CAUSTIC	\$ 3,791.42	dwtpt
278130	12/30/2020	Oct & Nov 2020	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPERIENCE	\$ 16,386.97	plan
278210	12/30/2020	AN 76797	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 58.85	medic
278231	12/30/2020	017308547	GALLS, LLC.	VEST/OUTER CARRIER POUCHES; SGT KING	\$ 16.20	apd
278232	12/30/2020	017308548	GALLS, LLC.	VEST/OUTER CARRIER POUCHES; DET CORP LEETZ	\$ 16.20	apd
278207	12/30/2020	824908	PACIFIC LAMP & SUPPLY COMPANY	IN LINE VOTALGE LAMPS FOR ASAC	\$ 1,375.10	pwfac
278241	12/30/2020	50951	ROBINSON BROTHERS	MUNICIPAL BROADBAND NETWORK - LIBRARY TO MSTs AERIAL AREA SECTION 1	\$ 18,461.18	fiber
278164	12/30/2020	S6-5985473	SEATTLE AUTOMOTIVE DIST INC	BRAKE PAD KIT- #036	\$ 86.26	dshop
278133	12/30/2020	31743	SIGNS PLUS, INC.	SIGN SOFTWARE UPGRADE	\$ 451.52	pwfac
278162	12/30/2020	0253127	SIRENNET.COM	PORTABLE WORKLIGHT- #427	\$ 414.75	dshop
278497	12/31/2020	December 2020	ANACORTES CHAMBER OF COMMERCE	MARKETING SUPPORTING A SAFE REOPENING	\$ 10,140.00	plan
278483	12/31/2020	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 12/2-12/30/20	\$ 2,539.29	dwtpt
278491	12/31/2020	2020-24	CURTIS EMERGENCY SERVICES LLC	WATER SYSTEM RISK & RESILIENCE ASSESSMENT & EMERGENCY RESPONSE PLAN - 12/20	\$ 5,100.00	dwtpt
277960	12/31/2020	38425415	INDEED, INC.	POSITION ADS, WATER DISTRIBUTION MAINTENANCE	\$ 500.67	hrcc1
278499	12/31/2020	10322262	NAVIA BENEFIT SOLUTIONS, INC	DECEMBER FLEXIBLE SPENDING PARTICIPANT FEE	\$ 116.20	hr
278209	12/31/2020	ReimbPearce	PEARCE, ERIC	WORK BOOT REIMBURSEMENT	\$ 136.27	dshop
278435	12/31/2020	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 12/3-12/31/20	\$ 9.30	publib
278437	12/31/2020	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 12/3-12/31/20	\$ 20.03	publib
278506	12/31/2020	CL17834	REISNER DISTRIBUTOR INC	VEHICLE FUEL - DEC 2020	\$ 15,438.79	finance
278166	12/31/2020	31-C20011645:1	SMITH, JOHN	REFUND AMBULANCE OVERPAYMENT	\$ 300.00	finance
278218	12/31/2020	459562	USA BLUE BOOK	HARDNESS STANDARD	\$ 62.00	dwtpt
278221	12/31/2020	113100	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 105.00	dwtpt
278259	12/31/2020	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 4	\$ 24,739.60	finance
278463	12/31/2020	102853701-0008579	WAVE	DEDICATED INTERNET 1/1-1/31/21	\$ 1,796.02	fiber

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
278468	12/31/2020	102958801-0008579	WAVE	DEDICATED INTERNET 1/1-1/31/21	\$ 1,469.82	fiber
278434	1/1/2021	1000092334	OCLC, INC	CATALOGING, ILL, FIRSTSEARCH/WORLDCAT DISCOVERY 1/1-1/31/2021	\$ 371.59	publib
278508	1/1/2021	1176	REBECCA DEAN PLLC	LEGAL SERVICES, (WCIA PAYS HALF) DEC SERVICES	\$ 6,532.50	hr
278464	1/1/2021	5061121011	RICOH USA, INC	S/N C86152062 HR COPIES 12/1-12/31/20	\$ 9.78	finance
278467	1/1/2021	5061121241	RICOH USA, INC	CITY WIDE 10/1-12/31/20	\$ 252.76	finance
278472	1/1/2021	5061121298	RICOH USA, INC	S/N C86086497 PUB DEF COPIES 10/1-12/31/20	\$ 14.89	finance
278485	1/1/2021	GB00100301	TRANSAMERICA LIFE INS CO	JANUARY, LEOFF LONG-TERM CARE INSURANCE	\$ 634.98	hr
278486	1/1/2021	0542005-001	UNUM LIFE INS CO OF AMERICA	LEOFF LONG-TERM CARE PREMIUM-JANUARY	\$ 1,024.90	hr
278256	1/1/2021	14843	WASHINGTON CITIES INSURANCE	GENERAL LIABILITY INSURANCE CITYWIDE 2021	\$ 450,592.00	finance
278234	1/2/2021	00005W5A83011	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; 12/28/2020	\$ 10.57	apd
278219	1/4/2021	December 2020	ANACORTES CHAMBER OF COMMERCE	LTAC CHAMBER EXPEIENCE MARKETING	\$ 32,417.84	plan
278490	1/4/2021	010121	FIDALGO CLEANING	APD CLEANING 12/21-1/4/2021	\$ 800.00	finance
278249	1/4/2021	11/18/2020	ISLAND HOSPITAL FOUNDATION	SAFETY ASSESSMENT GRANT FOR 2021	\$ 2,500.00	apd
278503	1/4/2021	2370	NORTHWEST CORROSION	SKAGIT RIVER RAW WATER PIPELINE/CLEARWELL PROJECT - COATING INSPECTIONS DEC 2020	\$ 3,855.82	pw1
278460	1/4/2021	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/01-12/29/2020	\$ 336.04	dshop
278462	1/4/2021	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 10/31-12/02/2020	\$ 12,627.64	dshop
278242	1/4/2021	P0001-48	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - DECEMBER 2020	\$ 1,568.00	dwwtp
278229	1/4/2021	022569	REECE, STORMIE	DEPOT CLEANING 12/7-31	\$ 374.00	parks1
278213	1/4/2021	1353	THE CLEAN TEAM	LTAC CLEAN TEAM PUBLIC RESTROOM MAINTENANCE	\$ 600.00	plan
278227	1/4/2021	12537-Robert Jones	WASHINGTON STATE BAR	WSBA 2021 BAR DUES	\$ 464.15	court
278457	1/5/2021	2021 JANUARY	DMCMA TREASURER	2021 DMCMA MEMBERSHIP FEE	\$ 150.00	court
278465	1/5/2021	MV246292	MOTOR TRUCKS, INC	OIL FILTER	\$ 47.08	dshop

Total **\$920,874.11**



City Council Contract Agenda Bill

Meeting Date: 1/11/2021 **Agenda Item:** 4c

Subject: Contract Modification – Municipal Broadband Network – Library to MST
Aerial Areas #19-175-FBR-003

Staff Contact: Emily Schuh

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Modification

Summary Statement: City staff seeks Council consent to issue a contract modification to Robinson Brothers Construction, Inc. (RBC) in the amount of \$126,418.92, increasing the total contract price to \$654,367.93, to add work and materials necessary to complete deployment of backbone cables and MSTs in Aerial Areas 1 through 6.

Background:

1. **Reason for Contract Change:** City Council approved Contract 19-175-FBR-003 on May 26, 2020, Modification 01 to that contract on July 13, 2020, and Modification 02 to that contract on October 19, 2020. This modification (i) adds quantities to an existing work unit to bill for overlashing aerial MST tails (previously inadvertently left out of the price schedule), (ii) changes quantities on various kinds of underground directional boring (actual soil conditions required slightly different amounts of different kinds of boring), (iii) adds the provision of several MSTs, and (iv) reduces the quantity of cabinet installations.
2. **History:** Council approved Resolution 2013 on May 29, 2018, directing that a business plan be developed for a fiber optic network to provide high-speed internet service to City residents and businesses. Council then approved slightly over \$3.1 million in the 2019-2020 biennial budget for construction and operation of such a fiber optic network in three pilot areas. As early results in the pilot areas were observed and as the cost of constructing and operating the network in the pilot areas proved to be less than \$3.1 million, the Fiber Division was informally allowed to begin extending the network into Aerial Areas 1 through 6. RBC has to date satisfactorily performed the work of deploying backbone cables and MSTs in the pilot areas and most of Aerial Areas 1 through 6.
3. **Key Terms:**
 - Work will be performed for a firm fixed price of \$654,367.93.
 - No change in Time of Completion.
4. **Competitive Bidding:** The City entered into a cooperative purchasing agreement with NoaNet per the Washington Interlocal Cooperation Act RCW 39.34 which permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers. On 9/19/17 NoaNet competitively bid the unit prices for Emergency Response and Restoration, Maintenance and Line Extension of OSP Facilities and entered into a contract with RBC.

Previous Council/Committee Action: [Interlocal 263](#) for Cooperative Purchasing with NoaNet was approved on [6/4/18](#). Council approved [Resolution 2013](#) at the [May 29, 2018](#) meeting. Contract [19-175-FBR-003](#) with RBC was approved at the [5/26/20](#) meeting. Council approved [Modification 01](#) to the contract at the [7/13/20](#) meeting. Council approved [Modification 02](#) at the [10/19/20](#) meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract modification with Robinson Brothers Construction, Inc., under Contract 19-175-FBR-003, in the amount of \$126,418.92, increasing the total contract price to \$654,367.93.

Alternative Actions: Not approve the contract modification

Attachments: Contract 19-175-FBR-003 Modification 03

Consultant	Robinson Brothers Construction, Inc.
Original Agreement Amount	\$204,433.45
Current Agreement Amount	\$527,949.01
Change Per this Modification	\$126,418.92
Total After Modification	\$654,367.93
All Mods % of Total Contract Amount	220%
Earmarked Funds	\$2,100,000.00
BARS #	001.260.594.32.63
Paid on Contract as of 1/5/21	\$512,133.61
Budget Amendment Required?	No
Start Date	Inception
End Date	18 weeks from Notice to Proceed



**Contract Number 19-175-FBR-003
MODIFICATION 03**

Date January 11, 2021
Page 1 of 1 Pages

Project Title **Municipal Broadband Network – Library to MSTs Aerial Areas**
Prime Contractor **Robinson Brothers Construction, Inc.**

BACKGROUND

This modification is issued in accordance with GC-17, Changes In Work in order to add work and materials necessary to complete deployment of backbone cables and MSTs in Aerial Areas 1 through 6. Accordingly the Contract price will increase from \$527,949.01 by \$126,418.92 to \$654,367.93 to provide an equitable price adjustment in consideration of changes in Work as described below under Article 1.

Accordingly, the following changes are incorporated under this contract:

Article 1. Scope of Work: Insert the following as the fourth paragraph:

“The work as described above is hereby amended per Modification 03. In addition to the work stated above, Contractor shall add work and materials necessary to complete deployment of backbone cables and MSTs in Aerial Areas 1 through 6, in accordance with and as described in Exhibits F and G, which are hereby incorporated by reference and made a part hereof.”

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

“The work performed under this Agreement shall be compensated by Unit Price for each of the categories in Exhibit F, for a total contract value of **Six Hundred Fifty-Four Thousand Three Hundred Sixty-Seven Dollars and Ninety Three Cents (\$654,367.93)**, which may be automatically adjusted as necessary to reflect the applicable sales tax rate based on the date of performance of labor.”

All other terms of the contract remain unchanged.

CITY OF ANACORTES

ROBINSON BROTHERS CONSTRUCTION, INC.

By _____
Laurie Gere, Mayor

By _____

Date _____

Title _____

Date _____

Original Agreement Amount	<u>\$204,433.45</u>	Original Contract Completion Date	<u>13 weeks after Notice to Proceed</u>
Current Agreement Amount	<u>\$527,949.01</u>	Current Contract Completion Date	<u>18 weeks after Notice to Proceed</u>
Change Per this Modification	<u>\$126,418.92</u>	Net Change	<u>0</u>
Total After Modification	<u>\$654,367.93</u>	Contract Completion Date After Change	<u>18 weeks after Notice to Proceed</u>

CONTRACT 19-175-FBR-003 EXHIBIT F

CONSTRUCTION SERVICES									
Unit code	Description	Unit of Measure	QTY Area 1, Longhouse & SW Old Town	QTY Area 2 & Samish Admin Site	QTY Areas 3, 4 & 6	QTY Area 5	TOTAL QTY	Unit Price	TOTAL PRICE
ALS	Lash fiber optic cable	Per Strand Foot	61,866	46,790	14,131	20,397	143,184	\$1.25	\$178,980.00
APA	Anchor placement, new	Per Anchor	27	33	14	10	84	\$200.00	\$16,800.00
APA 1	Anchor transfer and or removal	Per Location	4	0	0	0	4	\$300.00	\$1,200.00
APD	Pole transfer, dead end	Per Location	0	3	2	0	5	\$375.00	\$1,875.00
APG	Pole transfer, angle	Per Attachment	0	2	0	0	2	\$275.00	\$550.00
APS	Place strand & overhead guys	Per Strand Foot	15,841	15,069	3,714	5,494	40,118	\$1.40	\$56,165.20
APT	Pole transfer, straight	Per Attachment	2	8	14	0	24	\$125.00	\$3,000.00
ARM 1	Place new or transfer fiberglass arm	Per Location	9	8	2	1	20	\$110.00	\$2,200.00
ARR	Place new riser up to 4-inch	Each	4	5	3	7	19	\$227.00	\$4,313.00
BCD	Pull fiber cable through duct	Lineal Foot	325	707	1,241	1,421	3,694	\$1.00	\$3,694.00
BDB	Directional bore up to a 2-inch hole	Lineal Foot	180	0	1,181	987	2,348	\$25.50	\$59,874.00
BDB 1	Directional bore up to a 4-inch hole	Lineal Foot	0	0	0	150	150	\$31.00	\$4,650.00
BDB+	Directional bore up to a 2-inch hole, 251 feet and above	Lineal Foot	0	0	0	0	0	\$22.50	\$0.00
BDR	Directional bore rock up to a 2" size hole	Lineal Foot	0	130	0	454	584	\$75.00	\$43,800.00
BHP	Hand trenching	Lineal Foot	10	0	0	0	10	\$13.00	\$130.00
BRR	Rod, blow and rope pre-existing conduit	Lineal Foot	0	485	0	0	485	\$0.90	\$436.50
BTP	Trench and place facilities 48-inch cover	Lineal Foot	50	0	0	0	50	\$11.00	\$550.00
BVML	Handhole placement, large	Each	0	2	5	6	13	\$656.00	\$8,528.00
MST	Install multi-port service terminal	Each	76	62	23	24	185	\$357.00	\$66,045.00
SCC	Placement of new fiber optic splice closure	Each	6	9	6	1	22	\$420.00	\$9,240.00
SPC	Splice closure prep and/or re-entry	Each Closure	8	3	1	0	12	\$357.00	\$4,284.00
SPF	Fusion splice and test fiber, 1-12	Each Splice	6	1	0	0	7	\$113.00	\$791.00
SPF 3	Fusion splice and test fiber, 49 and above	Each Splice	180	154	66	82	482	\$41.65	\$20,075.30
SPR	Ring cut or mid-entry prep	Each Closure	4	4	5	0	13	\$595.00	\$7,735.00
TRA	Traffic control crew	Per Hour	128	82	40	40	290	\$144.00	\$41,760.00
TREE	Tree trimming	Per Location	17	0	0	0	17	\$250.00	\$4,250.00
UGLW	Place one #10 or #12 coated locate wire, 500-ft or more	Lineal Foot	0	707	0	0	707	\$0.50	\$353.50
n/a	Bollard install	Each	0	2	2	0	4	\$400.00	\$1,600.00
n/a	Cabinet install	Each	0	1	1	0	2	\$1,280.00	<u>\$2,560.00</u>
					Subtotal, construction services				\$545,439.50

CONTRACT 19-175-FBR-003 EXHIBIT F

CONTRACTOR-PROVIDED MATERIALS									
Unit code	Description	Unit of Measure	QTY Area 1, Longhouse & SW Old Town	QTY Area 2 & Samish Admin Site	QTY Areas 3, 4 & 6	QTY Area 5	TOTAL QTY	Unit Price	TOTAL PRICE
n/a	Miscellaneous conduit	Foot	585	858	1,316	1,130	3,889	\$2.00	\$7,778.00
n/a	Splice case	Each	6	9	6	1	22	\$480.00	\$10,560.00
n/a	Fiberglass arm	Each	9	8	0	0	17	\$99.00	\$1,683.00
n/a	Anchor	Each	27	33	14	10	84	\$98.00	\$8,232.00
n/a	Bollard	Each	0	2	2	0	4	\$287.00	\$1,148.00
n/a	Aerial hardware	Each	15,751	15,555	3,714	5,494	40,514	\$0.50	\$20,257.00
n/a	Miscellaneous material for handhole excavations	Each	1,783	1,248	510	459	4,000	\$1.00	\$4,000.00
n/a	MSTs, 6 ports, no splitters, 750-ft tails	Lot	n/a	n/a	n/a	n/a	1	\$2,343.61	<u>\$2,343.61</u>
					Subtotal, contractor-provided materials				<u>\$56,001.61</u>
					Subtotal, before sales tax				\$601,441.11
					WA State sales tax @ 8.8%				<u>\$52,926.82</u>
									<u>\$654,367.93</u>

CONTRACT 19-175-FBR-003 EXHIBIT G

CONSTRUCTION SERVICES															
Work Quantities Per Upcoming Modification 03						Work Quantities Per Initial Contract and Mods 01 & 02						UOM	Unit code	Description	Unit Price
QTY Area 1, Longhouse & SW Old Town	QTY Area 2 & Samish Admin Site	QTY Areas 3, 4 & 6	QTY Area 5	TOTAL QTY	TOTAL PRICE	QTY Area 1	QTY Area 2	QTY Areas 3, 4 & 6	QTY Area 5	TOTAL QTY	TOTAL PRICE				
61,866	46,790	14,131	20,397	143,184	\$178,980.00	22,247	15,415	4,872	5,057	47,591	\$59,488.75	Per Strand Foot	ALS	Lash fiber optic cable	\$1.25
27	33	14	10	84	\$16,800.00	27	33	14	10	84	\$16,800.00	Per Anchor	APA	Anchor placement, new	\$200.00
4	0	0	0	4	\$1,200.00	4	0	0	0	4	\$1,200.00	Per Location	APA 1	Anchor transfer and or removal	\$300.00
0	3	2	0	5	\$1,875.00	0	3	2	0	5	\$1,875.00	Per Location	APD	Pole transfer, dead end	\$375.00
0	2	0	0	2	\$550.00	0	2	0	0	2	\$550.00	Per Attachment	APG	Pole transfer, angle	\$275.00
15,841	15,069	3,714	5,494	40,118	\$56,165.20	15,841	15,069	3,714	5,494	40,118	\$56,165.20	Per Strand Foot	APS	Place strand & overhead guys	\$1.40
2	8	14	0	24	\$3,000.00	2	8	14	0	24	\$3,000.00	Per Attachment	APT	Pole transfer, straight	\$125.00
9	8	2	1	20	\$2,200.00	9	8	2	1	20	\$2,200.00	Per Location	ARM 1	Place new or transfer fiberglass arm	\$110.00
4	5	3	7	19	\$4,313.00	4	5	3	7	19	\$4,313.00	Each	ARR	Place new riser up to 4-inch	\$227.00
325	707	1,241	1,421	3,694	\$3,694.00	325	707	1,241	1,421	3,694	\$3,694.00	Lineal Foot	BCD	Pull fiber cable through duct	\$1.00
180	0	1,181	987	2,348	\$59,874.00	180	0	0	0	180	\$4,590.00	Lineal Foot	BDB	Directional bore up to a 2-inch hole	\$25.50
0	0	0	150	150	\$4,650.00	0	0	0	150	150	\$4,650.00	Lineal Foot	BDB 1	Directional bore up to a 4-inch hole	\$31.00
0	0	0	0	0	\$0.00	0	608	1,166	630	2,404	\$54,090.00	Lineal Foot	BDB+	Directional bore up to a 2-inch hole, 251 feet and above	\$22.50
0	130	0	454	584	\$43,800.00	0	0	0	641	641	\$48,075.00	Lineal Foot	BDR	Directional bore rock up to a 2" size hole	\$75.00
10	0	0	0	10	\$130.00	10	0	0	0	10	\$130.00	Lineal Foot	BHP	Hand trenching	\$13.00
0	485	0	0	485	\$436.50	0	485	0	0	485	\$436.50	Lineal Foot	BRR	Rod, blow and rope pre-existing conduit	\$0.90
50	0	0	0	50	\$550.00	50	0	0	0	50	\$550.00	Lineal Foot	BTP	Trench and place facilities 48-inch cover	\$11.00
0	2	5	6	13	\$8,528.00	0	2	5	6	13	\$8,528.00	Each	BVML	Handhole placement, large	\$656.00
76	62	23	24	185	\$66,045.00	76	62	23	24	185	\$66,045.00	Each	MST	Install multi-port service terminal	\$357.00
6	9	6	1	22	\$9,240.00	6	9	6	1	22	\$9,240.00	Each	SCC	Placement of new fiber optic splice closure	\$420.00
8	3	1	0	12	\$4,284.00	8	3	1	0	12	\$4,284.00	Each Closure	SPC	Splice closure prep and/or re-entry	\$357.00
6	1	0	0	7	\$791.00	6	1	0	0	7	\$791.00	Each Splice	SPF	Fusion splice and test fiber, 1-12	\$113.00
180	154	66	82	482	\$20,075.30	180	154	66	82	482	\$20,075.30	Each Splice	SPF 3	Fusion splice and test fiber, 49 and above	\$41.65
4	4	5	0	13	\$7,735.00	4	4	5	0	13	\$7,735.00	Each Closure	SPR	Ring cut or mid-entry prep	\$595.00

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CONTRACT 19-175-FBR-003 EXHIBIT G

CONSTRUCTION SERVICES, <i>continued</i>															
Work Quantities Per Upcoming Modification 03						Work Quantities Per Initial Contract and Mods 01 & 02						UOM	Unit code	Description	Unit Price
QTY Area 1, Longhouse & SW Old Town	QTY Area 2 & Samish Admin Site	QTY Areas 3, 4 & 6	QTY Area 5	TOTAL QTY	TOTAL PRICE	QTY Area 1	QTY Area 2	QTY Areas 3, 4 & 6	QTY Area 5	TOTAL QTY	TOTAL PRICE				
128	82	40	40	290	\$41,760.00	128	82	40	40	290	\$41,760.00	Per Hour	TRA	Traffic control crew	\$144.00
17	0	0	0	17	\$4,250.00	17	0	0	0	17	\$4,250.00	Per Location	TREE	Tree trimming	\$250.00
0	707	0	0	707	\$353.50	0	707	0	0	707	\$353.50	Lineal Foot	UGLW	Place one #10 or #12 coated locate wire, 500-ft or more	\$0.50
0	2	2	0	4	\$1,600.00	0	2	2	0	4	\$1,600.00	Each	n/a	Bollard install	\$400.00
0	1	1	0	2	<u>\$2,560.00</u>	0	1	1	0	4	<u>\$5,120.00</u>	Each	n/a	Cabinet install	\$1,280.00
		Subtotal, construction services			\$545,439.50			Subtotal, construction services			\$431,589.25				

CONTRACTOR-PROVIDED MATERIALS															
Work Quantities Per Upcoming Modification 03						Work Quantities Per Initial Contract and Mods 01 & 02						UOM	Unit code	Description	Unit Price
QTY Area 1, Longhouse & SW Old Town	QTY Area 2 & Samish Admin Site	QTY Areas 3, 4 & 6	QTY Area 5	TOTAL QTY	TOTAL PRICE	QTY Area 1	QTY Area 2	QTY Areas 3, 4 & 6	QTY Area 5	TOTAL QTY	TOTAL PRICE				
585	858	1,316	1,130	3,889	\$7,778.00	585	858	1,316	1,130	3,889	\$7,778.00	Foot	n/a	Miscellaneous conduit	\$2.00
6	9	6	1	22	\$10,560.00	6	9	6	1	22	\$10,560.00	Each	n/a	Splice case	\$480.00
9	8	0	0	17	\$1,683.00	9	8	0	0	17	\$1,683.00	Each	n/a	Fiberglass arm	\$99.00
27	33	14	10	84	\$8,232.00	27	33	14	10	84	\$8,232.00	Each	n/a	Anchor	\$98.00
0	2	2	0	4	\$1,148.00	0	2	2	0	4	\$1,148.00	Each	n/a	Bollard	\$287.00
15,751	15,555	3,714	5,494	40,514	\$20,257.00	15,751	15,555	3,714	5,494	40,514	\$20,257.00	Each	n/a	Aerial hardware	\$0.50
1,783	1,248	510	459	4,000	\$4,000.00	1,783	1,248	510	459	4,000	\$4,000.00	Each	n/a	Miscellaneous material for handhole excavations	\$1.00
n/a	n/a	n/a	n/a	1	<u>\$2,343.61</u>	n/a	n/a	n/a	n/a	0	<u>\$0.00</u>	Lot	n/a	MSTs, 6 ports, no splitters, 750-ft tails	\$2,343.61
					\$56,001.61						\$53,658.00				

		Subtotal, before sales tax		\$601,441.11			Subtotal, before sales tax	\$485,247.25				
		WA State sales tax @ 8.8%		<u>\$52,926.82</u>			WA State sales tax @ 8.8%	<u>\$42,701.76</u>				
				<u>\$654,367.93</u>				<u>\$527,949.01</u>				



City Council Contract Agenda Bill

Meeting Date: 1/11/2021 **Agenda Item:** 4d

Subject: Contract Award – Intake Pump Station Redundancy and Resiliency Study #21-013-WTR-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$62,117.00 to HDR Engineering, Inc. to perform a redundancy and resiliency study for the Anacortes Water Treatment Plant's intake station. This contract will hire HDR Engineering to study the feasibility and cost of adding redundancy to section of piping from the intake pump station to the new tie-in about 100 feet away.

Background:

1. **History:** Over the last several years steps have been taken to add redundancy to the regional water system. Redundancy is the ability for the process to work at 100% productivity even if a portion of the system is broken. There is only one small section of the system that is non-redundant and this study will propose a fix and a cost for that section.
2. **Key Terms:**
 - Contract is on a time-and-materials basis not-to-exceed \$62,117.00.
 - The period of performance under this Agreement is through September 21, 2021
3. **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.

Previous Council/Committee Action: N/A

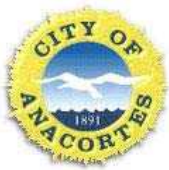
Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 21-013-WTR-001 with HDR Engineering, Inc. in the amount of \$62,117.00 to perform the Intake Pump Station Redundancy and Resiliency Study.

Alternative Actions: Not award the contract

Attachments: Contract 21-013-WTR-001

Contractor	HDR Engineering, Inc.
Contract Amount	\$62,117.00
Earmarked Funds	\$5,767,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	9/21/21



AGREEMENT 21-013-WTR-001
Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

INTAKE PUMP STATION REDUNDANCY AND RESILIENCY STUDY

This Agreement, hereinafter referred to as "Agreement", 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 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 will perform a redundancy and resiliency study for the Anacortes Water Treatment Plant's intake station. Specifically, the Consultant shall provide services in accordance with Exhibit A which is attached hereto and incorporated by reference. Work shall be performed under the direction of Eric Shjarback, who may be reached at (360) 299-1980, or by email at erics@cityofanacortes.org.
2. **Price.** The work performed under this Agreement shall be performed on a time-and-materials (T&M) basis not-to-exceed **Sixty-Two Thousand One Hundred Seventeen Dollars (\$62,117.00)**.
3. **Period of Performance.** The period of performance under this Agreement is through September 21, 2021.
4. **COVID-19 Safety Requirements Compliance.** The Consultant, and its sub-Consultants of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.
5. **Subcontracts.** The Consultant shall give notice in advance of placing any subcontract and will identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a sub Consultant to furnish supplies or services for performance of the prime Consultant or a sub Consultant. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed sub Consultant, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –
 - (1) of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this Agreement,; or
 - (3) To relieve the Consultant of any responsibility for performing this Agreement.

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 sub Consultant 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.

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 Name and 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 at least 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 should 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. 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.

8. Defense and Indemnity Agreement. The Consultant shall defend, indemnify and hold the City, its appointed and elected officers, officials, and employees harmless from any and all claims, injuries including death at any time resulting there from, damages, losses or suits including reasonable attorney fees, to the extent caused by 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.

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, 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 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.

9. 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: Consultant 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 Consultant before commencement of the work.

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.

10. Registered or Licensed Consultant. The City is prohibited from executing an Agreement with a Consultant who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

11. 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 his/her obligations or responsibilities under the Agreement. However, the Consultant shall be responsible for its own methods and conduct during the period of performance.

12. Standard of Care. The Consultant represents that Consultant has 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 engineering 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 Professional Services, at the City's discretion

13. Discrimination Prohibited. During the performance of this Agreement, the Consultant and subConsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

14. Consultant is an Independent Consultant. The parties intend that an independent Consultant 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 sub Consultants during the performance of this Agreement.

15. The City's Right to Terminate Agreement.

A. Termination for Default

If the Consultant defaults by failing to perform any of the obligations of the Agreement and fails to cure the default within a reasonable period of time following written notice thereof, 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. An equitable adjustment in the Agreement 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 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.

16. 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.

17. 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.

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

19. Covenant Against Contingent Fees. The Consultant warrants that he has 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 he has 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.

20. 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.

21. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City.

22. **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, 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.

23. **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.

24. **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.

25. **Survival of Agreement Termination.** The articles relating to Defense and Indemnity, Ownership and Use of Documents, 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.

26. **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:	CONSULTANT:
City of Anacortes	HDR Engineering, Inc.
Tiffany Matson	Greg Pierson
904 6 th Street	500 108th Ave NE, Suite 1200
PO BOX 547	Bellevue, WA 98004
Anacortes, WA 98221	

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

CITY OF ANACORTES	HDR ENGINEERING, INC.
By _____ Laurie Gere, Mayor	_____
Date _____	_____ Title
	_____ Date



Scope of Services

City of Anacortes Intake Pump Station Redundancy and Resiliency Study

December 8, 2020

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ATTACHMENT 1

PHASE 1 SCOPE OF SERVICES

Background

The City of Anacortes (“City”) operates a single raw water intake pump station (IPS) that draws water from the Skagit River and pumps it to the City’s water treatment plant. The IPS and the original 42-inch diameter raw water pipeline were constructed in the about 1970. This raw water pipeline crosses under the Skagit River making it inaccessible. A second raw water pipeline that crosses under the river has recently been installed, however, the pipe from the IPS header to the tie-in point with the new pipeline that crosses under the river (approximately 100 feet) is still original. This first section of pipe is a single point of failure for the water supply system. In 2007, this section of piping experienced a significant leak at a joint which required an emergency plant shutdown to repair. As such, this proposed scope of services includes identification of options for providing redundant piping between the IPS and the old and new raw water pipelines that cross the river.

If major damage were to occur to the IPS to an extent that it needs to be out of operation for repairs, this is also a single point of failure for the water supply system. The IPS structure was not designed to current standards for resiliency against seismic events. There may be feasible retrofits to the IPS structure, which includes its pile foundation, for improved response and survivability from a major earthquake, but this would require significant geotechnical and structural investigations in order to make a thorough assessment of seismic vulnerability and therefore is beyond the proposed scope of services.

However, there are other components of the IPS that can be evaluated in the short-term for their condition in relation to seismic resiliency and continuity of operation without extensive investigations and cost. These components are the access ramp between the dike and the IPS and the electrical power supply facilities. The access ramp is constructed on a substructure of creosote coated piles and beams that is located on the water side of the dike and exposed to the environment. Over the years the access ramp has exhibited settlement at its interface point with the IPS building.

PHASE 1 SCOPE OF SERVICES

The purpose of this scope of services is for HDR to provide professional services to investigate and identify alternatives to provide improved operational redundancy and resiliency for the IPS. This SCOPE includes inspections and analyses of alternatives for installing redundant piping from the IPS to the two pipelines that cross the river; improvements to the access ramp; and improvements for the electrical power supply. The analyses of alternatives will be summarized in a technical memorandum (TM) with supporting conceptual level opinions of probable construction costs.

The Phase 1 Scope of Services for HDR consists of the following tasks:

- Task 101 – Project Management and Administration
- Task 102 – IPS Redundancy and Resiliency Alternatives Analysis
- Task 103 – Access Ramp Replacement Alternatives Analysis
- Task 104 – Conceptual Level Opinions of Probable Construction Cost

GENERAL ASSUMPTIONS

The following general assumptions are used throughout this scope of services:

1. The anticipated project duration is from January 2021 through September 2021.
2. All permitting and supporting environmental services, if required, will be performed under separate contract to the City.
3. Unless stated otherwise under an individual task scope, documents will be transferred electronically.
4. All deliverables will be submitted to the City and/or the CM, as applicable, in electronic formats (Adobe Acrobat PDF and/or MS Word files) via email, unless stated otherwise in the deliverable section.
5. The number of document versions (i.e. Draft and Final) are noted in the deliverables section for each Task. Unless noted otherwise, it is assumed that only one version will be provided for that deliverable. Where draft submittals have review comments provided from the City, they will be consolidated and resolved of any reviewer conflicts.

PHASE 1 – Scope of Services

Task 101 – Project Management and Administration

Objective:

The purpose of this task is to monitor 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 project management meetings with the client Project Manager to review project scope, schedule, and budget issues.
6. Quality assurance – Complete periodic quality assurance management review to monitor project execution.

City 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. Project duration will be 9 months.
2. Project management meetings will be held as required, up to 5 meetings. Four 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.

Deliverable:

1. Project Management Plan (Project Guide) (PDF file).
2. Monthly reports and invoices (one copy with invoice can be mailed or e-mailed PDF file)
3. Monthly project schedule and budget updates.
4. Project management meeting agenda and notes (e-mailed PDF files).

Task 102 – Pump Station Redundancy and Resiliency Alternatives Analysis

Objectives:

1. Identify alternatives to supplement or replace components of the existing IPS and raw water pipeline with a goal to increase the resiliency of this station or provide full redundancy.

HDR Services:

1. Conduct an initial site visit with the design team members to tour the Intake Pump Station.
2. Conduct an electrical review of the existing IPS to assess the availability of power and implications of making modifications to the existing electrical systems.
3. Develop three alternatives to provide resiliency and redundancy, one under each of the following three categories:
 - a. Emergency raw water pipeline bypass.
 - b. Full pipeline redundancy.
 - c. Full pipeline and pumping redundancy.
4. For each alternative develop the following:
 - a. Alternative description.
 - b. Overview figures (plan views of pump station and yard piping associated with each modification).
 - c. Construction phasing approach to assess the constructability of each alternative and design elements to improve constructability.
5. Conduct an alternatives review meeting with the City to discuss operational issues and City preferences.
6. Compile documentation of each alternative into a single combined technical memorandum (TM) for City review. Included in this TM will be a summary of the electrical review.
7. Incorporate City comments into a final draft of the TM.

City Responsibilities:

1. Provide access to the IPS and participate in the initial site visit.
2. Make historic power bills for the IPS available to HDR.
3. Participate in alternatives review meeting.
4. Review draft study TM and provide comments.

Assumptions:

1. All alternatives will make use of the existing IPS structure. No alternative to install a second IPS will be considered.
2. An emergency raw water bypass alternative would make use of reduced diameter temporary piping to bypass the portion of raw water pipeline that does not have a parallel line.
3. A full pipeline redundancy alternative would install a parallel pipeline to the existing pipeline but maintain the existing pump station header and pumps.
4. A full pipeline and pumping redundancy alternative would install a parallel pipeline to the existing and build out the pump station to provide two parallel pumping systems that each can support the full flow capacity of the facility.
 - a. This alternative will include an electrical assessment including code review and capacity investigation to determine electrical improvements necessary to support required additional pumping capacity.
5. Supporting figures will consist of PDF markups of aerial images or as-built drawings of the existing IPS.
6. Kickoff site visit will be attended by the Project Manager, Project Engineer, Electrical Discipline Lead and the Senior Technical Adviser. 4 hours will be budgeted for each attendee for travel and attendance. All current COVID requirements at time of meeting will be implemented.
7. Alternatives review meeting will be held via a web platform such as Webex or Teams depending on City preference. Meeting will be 2 hours in duration and attended by the Project Manager and Senior Technical Adviser.
8. Final TM will include cost information prepared under Task 104.

Deliverables:

1. Alternatives review meeting agenda and notes transmitted via email.
2. Draft and final Pump Station Redundancy and Resiliency Alternatives TM transmitted via email.

Task 103 – Access Ramp Replacement Alternatives Analysis

Objective:

1. Identify alternatives to replace the existing creosote timber IPS access ramp with a new access ramp built from more environmentally friendly components.

HDR Services:

1. Conduct an initial site visit with the design team members to tour the Intake Pump Station.
2. Prepare a preliminary design of a steel access ramp structure and a concrete access ramp structure.
3. Summarize the design alternatives in a draft TM including a comparison of the benefits of each alternative.

4. Prepare a final TM incorporating City comments.

City Responsibilities:

1. Review draft TM on access ramp alternatives.
2. Provide a preference for an access ramp material that will be recommended in the final TM.

Assumptions:

1. Access ramp will be self-supporting and will add no additional loads to the intake pump station structure.
2. Access ramp will not be used to support the loads of raw water pipelines.
3. Access ramp TM to include a comparison of the pros and cons of the two ramp materials considered.
4. Site visit for this alternative will be done in conjunction with the site visit for Task 102. Site visit for this task will be attended by the Senior Structural Engineer, 4 hours are budgeted for travel and attendance.
5. Final TM will be appended to the final Task 102 TM.
6. TM will include cost information prepared under Task 104.

Deliverables:

1. Draft and final access ramp alternatives TM transmitted via email. (PDF format)

Task 104 – Opinions of Probable Construction Cost

Objective:

1. Provide conceptual level opinions of probable construction costs (OPCC) for alternatives defined in Task 102 and 103.

HDR Services:

1. Prepare conceptual level OPCC for alternatives defined in Task 102 and 103.
2. Prepare a summary of key assumptions supporting each individual OPCC.

City Responsibilities:

1. None under this task.

Assumptions:

1. Conceptual level OPCCs will be prepared under the Class V standards defined by the AACE (American Association of Cost Engineers).

2. OPCCs will be provided with an estimation of associated allied costs (Survey, Geotech, Engineering, Construction Administration and Management) for each alternative to assist in City planning.
3. OPCCs will be prepared using equipment quotations and current material pricing. Unit price bids from comparable projects will be utilized.
4. OPCCs will be incorporated into the final TMs for Task 102 and Task 103.

Deliverables:

1. None under this task. Work generated under this task will be included with TMs under Task 102 and 103

COMPENSATION

1. The estimated total not to exceed contract amount to complete the professional services identified in this scope of services is 62,117.00 Dollars (\$62,117.00).
2. Professional services rendered in connection with this scope will be billed on a Time and Materials basis not to exceed the estimated total contact amount.
3. Amount in accordance with the terms and conditions outlined in the signed agreement.

COST DETAIL PER TASK

Task Description	Total Labor	Total Expenses	Total
Project Management	\$9,030.78	\$0	\$9,030.78
PS Redundancy and Resiliency Alternatives Analysis	\$32,248.03	\$485.50	\$32,733.53
Access Ramp Alternatives Analysis	\$10,108.96	\$87.00	\$10,195.96
OPCC Development	\$10,156.73	\$0	\$10,156.73
Total			\$62,117.00

SCHEDULE

It is anticipated that the project will follow the general project schedule shown below. This scope of work covers the period up to evaluation and selection of the construction contractors for both construction contracts.

- Notice to ProceedJanuary 04, 2021

- Kick-off Site VisitJanuary 11, 2021
- Draft Pumping and Piping Alternatives Analysis TM.....April 16, 2021
- Draft Access Ramp Alternatives Analysis TM.....April 16, 2021
- Review Meeting with City..... April 19, 2021
- OPCC Development.....June 25, 2021
- Final TMs and Contract Completion.....September 03, 2021



City Council Contract Agenda Bill

Meeting Date: 1/11/2020 **Agenda Item:** 4e

Subject: Contract Award – 2021 Janitorial Services #21-014-FAC-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by:
Darcy Swetnam, City Attorney

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$46,550.00 to The Clean Team to perform the 2021 Janitorial Services. The work provided for contract includes routine janitorial cleaning at 3 city facilities, and deep cleaning of the Washington Park public restrooms.

Background:

1. **History:** Services required at the Operations Facility, Library, and Fire Station 1, include, but are not limited to, basic vacuuming, dusting, trash removal, mopping, surface cleaning, and cleaning of restrooms and break rooms. Additionally, deep cleaning of the Washington Park bathrooms is needed 2 times per year. The recommended vendor will provide these cleaning services and cleaning products required for the work. The City will provide paper products and trash liners.
2. **Key Terms:**
 - The contract term is through 12/31/21.
 - Contract is for a fixed price of \$46,550.00.
3. **Competitive Bidding:** This work is considered a Purchased Service and not subject to formal bidding requirements. The Project Manager evaluated options and selected The Clean Team to perform the work.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

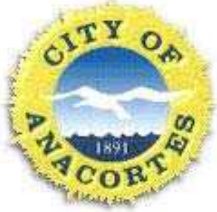
Recommended Motion: I move that City Council authorize the Mayor to sign contract #21-014-FAC-001 with The Clean Team in the amount of \$46,550.00 to perform the 2021 Janitorial Services.

Alternative Actions: Not award the contract

Attachments: Contract #21-014-FAC-001

Contractor	The Clean Team
Contract Amount	\$46,550.00
Budget Amendment Required?	No
Start Date	Contract execution
End Date	12/31/2021

FACILITY	BARS #	EARMARKED FUNDS
Operations Facility	501.790.548.31.41	\$11,520.00
Library	103.440.572.50.41	\$27,480.00
Fire Station 1	001.320.522.51.41	\$6,0000.00
Washington Park	107.410.576.30.41	\$1,500.00



CONTRACT 21-014-FAC-001
Between
THE CITY OF ANACORTES
and
THE CLEAN TEAM

2021 JANITORIAL SERVICES

This Agreement, hereinafter referred to as "Agreement", made and entered into between the City of Anacortes, hereinafter referred to as the "City", and The Clean Team, hereinafter referred to as the "Contractor";

WHEREAS, the City requires the janitorial services of the Contractor;

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 Contractor shall provide janitorial services at City of Anacortes facilities, as detailed in Exhibit A Scope of Work, which is hereby incorporated by reference and made a part hereof. Work shall be performed on the schedule listed in Exhibit A and scheduled in advance with the Project Manager, Mr. Mac Jackson who may be contacted at (360) 299-1961 or jacksonm@cityofanacortes.org.

2. **COVID-19 Safety Requirements Compliance**. The Contractor, and its sub-Contractors of any tier, agree to comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State as it may relate to City of Anacortes projects.

3. **Price**. Pricing shall be fixed as specified in Exhibit A, for a firm fixed price of amount of **Forty-Six Thousand Five Hundred Fifty Dollars (\$46,550.00)**. This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of Intent to Pay Prevailing Wage approved by the Department of Labor and Industries.

4. **Period of Performance**. The period of performance is from contract inception through December 31, 2021. The specific janitorial schedules for each facility are listed in Exhibit A.

5. **Contractor Work Hours**. Janitorial service will occur after business hours and shall not interfere with regular daily operations at the facilities. Contractor will perform weekly services according to the schedules listed per location in Exhibit A. Contractor is not obligated to perform services on a City of Anacortes recognized holiday. If Contractor is scheduled to provide weekly service that falls on a holiday recognized by the City, Contractor must prearrange service with the Project Manager to either work the day before or the day after the holiday in question.

6. **Subcontracts**. The Contractor shall give notice reasonably in advance of placing any subcontract; preferably the Contractor shall identify subcontracts before subcontracted work begins. "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of the prime Contractor or a subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. The following information shall be included (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price. Unless consent or approval specifically provides otherwise, consent by the City shall not constitute a determination –

- (1) of the acceptability of any subcontract terms or conditions;
- (2) of the allowability of any cost under this contract; or
- (3) to relieve the Contractor of any responsibility for performing this Contract.

The Contractor shall give immediate written notice, reference Clause **Notices**, of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

7. **Invoicing**. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Agreement Name, Number and Price, or Amended Price. The Contractor must invoice MONTHLY for quantities delivered during the invoice period. Invoices should be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed

amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

8. **Taxes.** The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

9. **Withholding Payment.** In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

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

11. **WASHINGTON STATE PREVAILING WAGES**

- a) Before any payment can be made by the City, Contractor must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor at the start date of each new contract year.
- b) Before full or partial payment of the final invoice for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor within fifteen (15) days of all work performed during the Contract year just completed. A copy of the L&I approved Affidavit must be provided to the City Contract Specialist. Affidavits will be filed annually by the Contractor to cover wages paid for the contract year just expired.
- c) For the first year of the Contract, Contractor shall pay its workers the applicable prevailing wage rates in effect upon the date of execution of the contract. At the end of the first contract year, and each successive year thereafter, Contractor shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
- d) Subsequent to any prevailing wage adjustments, the Contract Price shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Contract Price due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust contract pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall contract prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
- e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.
- f) For contracts in excess of \$10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be

made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

12. **Non-exclusive Agreement**. Nothing in this Agreement shall preclude the City from performing or obtaining the services covered by this Agreement through sources other than the Contractor.

13. **Ownership and Use of Documents**. All finished and unfinished documents and material prepared by the Contractor 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 Contractor. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

14. **Warranties**. Contractor warrants that articles supplied under this Agreement to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose. The Contractor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage, or failure for a minimum of ninety (90) days after the date of final acceptance and without cost to the City for labor, materials, parts, installation, or any other costs except where longer periods of warranty of guarantees are specified.

15. **Worksite Safety**

- a) Contractor agrees to comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.
- b) Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.
- c) **Employer Chemical Hazard Communication Rule**: [WAC 296-800-170](#) requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:
 - i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
 - ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- d) Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
 - i. Restricted in their applications so as to meet current and local law;
 - ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- e) In any emergency affecting the safety of persons or property, Contractor shall act, at his/her discretion, to prevent threatened injury, damage, or loss.

16. **Work Standards**. The following standards will be used by the Project Manager in evaluating completed janitorial service:

- a) **Damp Mopping**: A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
- b) **Dusting**: Properly dusted surfaces are free of all dirt and dust, streaks, lint and cobwebs. Dusting will be

accomplished with properly treated cloths.

- c) Glass Cleaning: Glass surfaces are clean when no deposits, streaks, film, or stains remain and there is a uniformly bright appearance. Wipe any overspray from adjacent surfaces.
- d) Metal Cleaning: Metal surfaces are clean when no deposits, tarnish, film, or streaks remain and there is a uniformly bright appearance. Remove any cleaner overlap/overspray from adjacent non-metal surfaces to prevent discoloring or damage.
- e) Spot Cleaning – General: An adequately spot-cleaned surface is free of all deposits, stains, and is substantially free of cleaning marks.
- f) Spot Cleaning – Carpets: A carpet “spot” is any stain, deposit, gum or spill or spill within a maximum one foot square area that can be removed or rubbed out with a cleaning solution not requiring machinery extraction. Spot cleaning should diminish or completely remove the spot until regular carpet cleaning is scheduled or required. Care will be taken to use a product that will not harm the carpet fibers.
- g) Sweeping and Vacuuming: Properly swept and vacuumed floors are free of all topical dirt, grit, lint and debris, except embedded dirt and grit.
- h) Surface Cleaning: Properly cleaned surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film and deposits.

17. Inspection.

A. Of the Work: All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. Project Manager's Authority: The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

18. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

20. Insurance.

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

B. No Limitation: The Contractor's maintenance of insurance, its scope of coverage and limits as required herein

shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

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

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

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

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

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

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance: The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. Notice of Cancellation: The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. Failure to Maintain Insurance: Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

21. **Registered or Licensed Contractor.** The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, a City of Anacortes business license is required for any business working inside the city limits whose annual value of products, gross proceeds of sales, or gross income of the business in the city is more than \$2,000. Business licenses can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

22. **Discrimination Prohibited.** During the performance of this Agreement, the Contractor and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, gender identity, or any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

23. **Contractor is an Independent Contractor.** The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

24. **The City's Right to Terminate Agreement.**

A. **Termination for Default** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until 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 Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. **Termination for Public Convenience:** The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work. An equitable adjustment in the Agreement 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 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.

25. **Changes/Additional Work.** The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

26. **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.

27. **Covenant Against Contingent Fees.** The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct

from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. Disputes

A. **General:** Differences between the Contractor and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. **Notice of Potential Claims:** The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. **Detailed Claim:** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. **Dispute Resolution:** In the event of a dispute between the City and the Contractor arising of this Agreement or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute.

In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

29. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Consultant shall have no recourse against the City

30. **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.

31. **Compliance with Laws.** The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

32. **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.

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

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

CITY:

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

CONTRACTOR:

The Clean Team
Beth Grassi
6310 Goodhew Road
Sedro-Woolley, WA 98284

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

CITY OF ANACORTES

THE CLEAN TEAM

By _____
Laurie Gere, Mayor

By _____

Date _____

Date _____

CONTRACT 21-014-FAC-001
2021 JANITORIAL SERVICES
EXHIBIT A

SCOPE OF WORK PER FACILITY AND SERVICE TYPE

- Cleaning products provided by The Clean Team
- Paper products and trash liners provided by the City

Overall Summary:

Routine Janitorial Cleaning

Location	Street Address	City	Frequency	Cost of Complete Service Per Month	Cost Per Calendar Year
1. Operations Facility	2201 37 th Street	Anacortes	2x per wk	\$960.00	\$11,520.00
2. Library	1220 10 th Street	Anacortes	General =3x per wk Restrooms = 7x per wk	\$2,290.00	\$27,480.00
3. Fire Station I	1016 13 th Street	Anacortes	1x per wk	\$500.00	\$6,000.00
Total					\$45,000.00

Washington Park Public Restrooms

Location	Street Address	City	Frequency	Cost of Complete Service Per Ea	Cost Per Calendar Year
4a. Washington Park – Lower Bathrooms	6300 Sunset Ave	Anacortes	2x per year	\$475.00	\$950.00
4b. Washington Park – Upper Bathrooms	6300 Sunset Ave	Anacortes	2x per year	\$300.00	\$600.00
Total					\$1,500.00

Work Details:

Location 1: Operations Facility, 2201A 37th St, Anacortes, WA 98221

Cost: \$960.00 per month

2 x Weekly Janitorial Service (quarterly deep clean) for the following:

Entrance:

- Clean reception area including dust hard top surface, disinfect computer keyboards, and phones
- Clean entrance door windows
- HEPA vacuum entrance and reception areas

Bathrooms/Locker Rooms:

- Sanitize bathrooms fixtures
- Toilets, urinals, and sinks cleaned and sanitized
- Clean and disinfect counter tops and mirrors Disinfect toilet handles, doorknobs, and light switches
- Refill paper products, as needed
- HEPA vacuum and mop floors

Offices:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors

Conference Room:

- High/low dusting, sanitize keyboard, 10 key, etc.
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors

Break Room:

- Wipe down kitchenette area, including sink, microwave, and exterior cabinets
- High/low dust and surface clean
- Surface clean and disinfect table tops and other surfaces
- HEPA vacuum and mop hard floors

Work room(s):

- High/low dusting
 - Surface clean countertops/tables
 - Sanitize work surfaces/stations/tables
 - HEPA vacuum and neutral pH wet mop
-

Location 2: Anacortes Public Library, 1220 10th St, Anacortes, WA 98221

Cost: \$2,290.00 per month

3 x Weekly Janitorial Service for the following:

Entrance:

- Clean reception area. Dust hard top surface, disinfect computer keyboards, and phones
- Clean entrance door windows
- HEPA vacuum entrance and reception areas

Offices:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors

Conference Rooms:

- High/low dusting, sanitize keyboard, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors

Cubicles:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors.

Kitchenette:

- Wipe down kitchenette area, including sink, microwave, and exterior cabinets
- High/low dust and surface clean
- Surface clean and disinfect table tops
- HEPA vacuum and mop hard floors

Work Room(s):

- High/low dusting
- Surface clean countertops/tables
- Sanitize work surfaces/stations/tables
- HEPA vacuum and neutral pH wet mop

7 x Weekly Public Restroom Cleaning Four Bathrooms:

- Sanitize bathrooms fixtures
- Toilets, and sinks cleaned and sanitized
- Clean and disinfect counter tops and mirrors
- Disinfect toilet handles, doorknobs, and light switches
- Refill paper products, as needed
- HEPA vacuum and mop floors

Location 3: Fire Station 1, 1016 13th St, Anacortes, WA 98221

Cost: \$500.00 per month

1 x Weekly Janitorial Service for the following:

Entrance:

- Clean reception area. Dust hard top surface, disinfect computer keyboards, and phones.
- Clean entrance door windows
- HEPA vacuum entrance and reception areas

Bathrooms:

- Sanitize bathrooms fixtures
- Toilets, and sinks cleaned and sanitized.
- Clean and disinfect counter tops and mirrors Disinfect toilet handles, doorknobs, and light switches.
- Refill paper products, as needed.
- HEPA vacuum and mop floors

Offices:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors.

Conference Rooms:

- High/low dusting, sanitize keyboard, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors

Cubicles:

- High/low dusting, sanitize keyboard, phones, 10 key
- Surface clean desktops, shelves, and ledges
- HEPA vacuum all office carpet & hard floors.

Conference Rooms:

- High/low dusting, sanitize keyboard, 10 key
- Surface clean desktops, shelves, and ledges

Kitchenette:

- Wipe down kitchenette area, including sink, microwave, and exterior cabinets
- High/low dust and surface clean
- Surface clean and disinfect table tops and other surfaces
- HEPA vacuum and mop hard floors

Work Room(s):

- High/low dusting
- Surface clean countertops/tables
- Sanitize work surfaces/stations/tables.
- HEPA vacuum and neutral pH wet mop

Location 4: Washington Park, 6300 Sunset Ave, Anacortes, WA 98221

Public Restroom Deep Cleaning

4a. Lower Restrooms – twice a year for \$475.00 per cleaning

4b. Upper Restrooms – twice a year for \$300.00 per cleaning

- Clean and disinfect all plumbing fixtures
 - Wipe down all dispensers
 - Wipe down walls and ceilings
 - Sweep and neutral pH wet mop floors
-



City Council Agenda Bill

Meeting Date: 1/11/2021 **Agenda Item:** [Click here to enter text.](#)

Subject: Proposed Ordinance 3081 Updating Building Codes to the current 2018 editions.

Staff Contact: Don Measamer

Approved for Submittal to Council by	
X	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
X	Darcy Swetnam, City Attorney
X	Don Measamer

Action Type	
X	Ordinance No. 3081
X	Code Revision?
	Resolution No.
	Contract
	Public Hearing
X	Staff Report

Summary Statement: The adoption of Ordinance 3081 would amend AMC Chapter 19.14 adopting the current International 2018 Codes consistent with the Washington State Building Code Council February 1 implementation. The most significant changes are in the International Fire Code and in the Washington State Energy Code. The updated Washington State Energy Code includes incentives to reduce the use of carbon heavy fuels for heating through enhanced insulation techniques or reduced carbon output heat sources. The change in the International Fire Code is to lower the threshold for size of structure requiring an automatic sprinkler system, 3,600 SF. A strike through and underline version, along with a clean version is attached for your review and consideration.

Background: The building codes are updated on a three year cycle, adopted by the state then local jurisdictions with state and local amendments. Please note that a public hearing is not required, however, public comment is welcome.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: NA

Competing Viewpoints Considered: NA

Recommended Motion: I move to approve Ordinance 3081

Alternative Actions: Continue to the next regularly scheduled meeting

Attachments (listed in order presented): Ordinance 3081 with Attachment A

ORDINANCE NO. ~~2981~~ 3081

AN ORDINANCE AMENDING ANACORTES MUNICIPAL CODE CHAPTER 19.14, BUILDING CODE, RELATING TO THE ADOPTION OF CURRENT EDITIONS OF INTERNATIONAL BUILDING, RESIDENTIAL, AND OTHER CODES AND AMENDING CERTAIN SECTIONS.

WHEREAS, the Washington State Legislature adopted the International Building Code, the International Residential Code, the International Mechanical Code, the Uniform Plumbing Code, and the International Fire Code, and directed that the State Building Code Council adopt these codes as a part of the state building code; and

WHEREAS, the State Building Code Council adopted the ~~2015~~ 2018 editions of such codes in all Washington cities; and

WHEREAS, the City Council has determined that adoption of the ~~2015~~ 2018 code editions with certain local amendments is in the public interest; and

WHEREAS, the City Council has determined that the fees for building permits should not be adjusted at this time and remain as shown in Section 19.14.150 AMC;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City Council hereby adopts Attachment A amending Anacortes Municipal Code Sections, 19.14.010, 19.14.020, 19.14.025, 19.14.030, 19.14.035, 19.14.040, 19.14.050, 19.14.060, 19.14.070, 19.14.085, 19.14.090, 19.14.110, 19.14.120, 19.14.130, 19.14.150, 19.14.160, 19.14.170, 19.14.180.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and the ordinance shall take effect and be in full force five days after the date of publication.

PASSED AND APPROVED by the Anacortes City Council this ~~20th day of June, 2016.~~ 11th day of January, 2021

CITY OF ANACORTES, WASHINGTON

By _____
Laurie Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Appendix A
(Ordinance No. 3081)

Chapter 19.14 International Codes

Note to Chapter 19.14

19.14.010 Short title.

19.14.020 Purpose.

19.14.025 Adoption.

19.14.030 Adoption of the International Building Code.

19.14.035 Adoption of the International Residential Code.

19.14.040 Adoption of International Mechanical Code.

19.14.050 Adoption of the International Property Maintenance Code

19.14.060 Adoption of International Fire Code.

19.14.070 Adoption of Uniform Plumbing Code and Uniform Plumbing Code Standards.

19.14.085 Adoption of standards for manufactured home installation.

19.14.090 Adoption of International Energy Efficiency Code.

19.14.110 Administrative authority.

19.14.120 Unlawful acts.

19.14.130 Violation—Penalty.

19.14.150 Permit fee schedule.

19.14.160 Grading fees.

19.14.170 Mechanical permit fees

19.14.180 Plumbing permit fees.

19.14.025 Adoption.

The following codes are hereby adopted by reference, subject to modifications and/or amendments hereinafter set forth in this chapter.

- A. International Building Code, **2015 2018** Edition, published by the International Code Council, together with all supplements thereto, including the **2015 2018** International Existing Building Code, International Building Code Appendix E and ICC A117.1-2009(Washington State Amendments); International Building Code Appendix B, Appendix C, Appendix E, Appendix G and Appendix J; International Existing Building Code Appendix A; mandated state amendments and subject to the modifications set forth by the state of Washington in Chapter 51-50 WAC;
- B. International Residential Code, **2015 2018 Edition**, published by the International Code Council, together with all supplements thereto, International Residential Code Appendices F,G and R and subject to the modifications set forth by the state of Washington in chapter 51-51 WAC;
- C. International Fire Code, **2015 2018** Edition; Appendices B, C, D, and K.
- D. International Mechanical Code, **2015 2018** edition, published by the International Code Council, together with all supplements thereto; and subject to the modifications set forth by the state of Washington in Chapter 51-52 WAC;
- E. Uniform Plumbing Code, **2015 2018** Edition, published by the International Association of Plumbing and Mechanical Officials, together with all supplements and amendments thereto, and subject to the modifications set forth by the state of Washington in Chapters 51-56 and 51-57 WAC, Appendices Chapter A , Chapter B and Chapter I; provided, that Chapters 12 and 15 are not adopted; provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions addressing building sewers are not adopted.
- F. International Fuel Gas Code, **2015 2018** Edition, published by the International code Council, together with standards NFPA 58 and NFPA 54;
- G. International Property Maintenance Code, **2015 2018** Edition; published by the International Code Council, is adopted by reference;
- H. International Energy Conservation Code, **2015 2018** Edition, for residential and commercial, published by the International Code Council; together with supplements and amendments thereto, per Chapters 51-11R and 51-11C WAC.
- I. Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650;
- J. In case of conflict among the codes numerated in subsections A through I of this section, the first named code shall govern over those following.
- K. Fire District. Within that area north of the north line of 22nd Street lying between the east line of O Avenue and the west line of Q Avenue, any new building or portion of a building hereafter subject to alteration or repair shall be of Type V-A (1-hour fire-resistive) construction minimum.
- L. For the purpose of determining valuation for issuance of building permits and charging building permit fees, the current building valuation data published in the Building Safety Journal by International Code Council shall be utilized.
- M. Prior to submitting building plans for a single-family residence, a deposit of two hundred dollars shall be paid to the city building department which deposit is nonrefundable.

19.14.030 Adoption of International Building Code:

The International Building Code, published by the International Code Council, as adopted by the state of Washington 51-50 WAC, together with any supplements thereto, **2015 2018** Edition, be and they are adopted by reference with the following amendments.

Section 105.2 is amended to read as follows:

105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. This section will be amended as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 144 square feet.
2. ~~Fences not over 7 feet in height.~~
3. 2. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. 3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
5. 4. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
6. 5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. 6. Temporary motion picture, television and theater stage sets and scenery.
8. 7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, are not greater than 5,000 gallons and are installed entirely above ground.
9. 8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
10. 9. Swings and other playground equipment accessory to detached one and two family dwellings.
11. 10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
12. 11. Non-fixed and movable fixtures, cases and racks, counters and partitions not over 5 feet 9 inches in height.

Section 105.5 is amended to read as follows:

105.5 Expiration. If the work described in any building permit has not begun within one hundred eighty days from the date of issuance thereof, said permit shall expire. If the work described in any building permit has not been substantially completed within 18 months of the date of issuance thereof, said permit shall expire. Work on the project shall not proceed unless a new building permit has been obtained.

Section 109.2 is amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with:

109.2.1 Table B building permit fees for other than single-family dwellings codified in chapter 19.14.150.

109.2.2 Plan Review Fees.

109.2.2.1 When submittal documents are required, a plan review fee shall be paid. Such plan review fee shall be sixty-five percent of the building permit fee as shown in Tables B and G-1.

109.2.2.2 The plan review fees specified in this section are separate fees from the permit fees specified in this section and are in addition to the permit fees.

109.2.2.3. When submittal documents are incomplete or change so as to require additional plan review or when the project involves phased approval, an additional plan review fee shall be charged at the rate shown in Table G-1 or B.

109.2.3. Table G-1 grading permit fees codified in chapter 19.14.160

109.2.4 Manufactured home. A building permit will be required before any manufactured home shall be permitted in the city. A fee of one hundred twenty-five dollars shall be charged for mobile homes placed in mobile home parks, one hundred ninety for single wide manufactured homes, three hundred dollars for double or triple wide manufactured homes placed outside of established manufactured home parks.

Section 109.4 is amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee equal to the amount of the permit fee required by this chapter and said fee shall be in addition to the required permit fees. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

Section 109.6 is amended to read as follows:

109.6 Refunds. The building official is authorized to establish a refund policy.

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee payment.

Section 113.1 is amended to read as follows:

113.1 General. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, the Board of Adjustment of the City of Anacortes is hereby designated as the Board of Appeals. The Fire Chief of the City of Anacortes and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment sitting as a Board of Appeals.

Section 3002.4 is amended to read as follows:

3002.4 Stretcher Requirements. In all structures four or more stories above grade plane or four or more stories below grade plane, and in all groups A, B, E, I, R1, R2, R4 and LC occupancies where elevators are installed, at least one elevator shall be provided for fire department emergency access to all floors. Such elevator car shall be provided with a minimum clear distance between walls or between walls and door including return panels, of not less than 86 inches by 54 inches (2184 mm by 1272 mm), and a minimum distance from wall to return panel of not less than 51 inches (1295 mm) with a 42-inch (1067 mm) side slide door, unless otherwise designed to accommodate an ambulance-type stretcher 86 inches (2184 mm) by 26 inches (660 mm) in the horizontal position. The elevator(s) shall be identified by the international symbol for emergency medical services (Star of Life). The symbol shall not be less than 3 inches (76 mm) and placed inside on both sides of the hoist way doorframe. The symbol shall be placed no lower than 78 inches (1981 mm) from the floor level or higher than 84 inches (2134 mm) from floor level.

Exception: Elevators serving only one dwelling unit.

In buildings where one elevator does not serve all floors, two or more elevators may be used.

19.14.035 Adoption of the International Residential Code.

The International Residential Code, published by the International Code Council, as adopted by the state of Washington 51-51 WAC, together with any supplements thereto, **2015 2018** Edition, be and they are adopted by reference with the following amendments.

Section R105.2 is amended to read as follows:

R105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures, provided the floor area does not exceed 144 square feet.
- 2. Fences not over 7 feet high.**
3. 2. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. 3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
5. 4. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below.
6. 5 Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. 6. Prefabricated swimming pools that are less than 24 inches deep.
8. 7. Swings and other playground equipment.
9. 8. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

Section R105.5 is amended to read as follows:

R105.5 Expiration. If the work described in any building permit has not begun within one hundred eighty days from the date of issuance thereof, said permit shall expire. If the work described in any building permit has not been substantially completed within 18 months of the date of issuance thereof, said permit shall expire. Work on the project shall not

proceed unless a permit renewal fee has been paid and a new permit issued. The renewal fee is half of the original building permit fee amount.

Section R108 is amended to read as follows:

Section R108. Fees.

R108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

R108.1.1 Application Fees. Prior to submitting building plans for a single family residence, a deposit of two hundred (\$200.00) dollars shall be paid to the city building department which deposit is non-refundable.

R108.2 Schedule of permit fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

R108.2.1 Building permit fee. Building permit fees for single family residential permit shall be as specified in Table B codified in chapter 19.14.150.

R108.2.2 Mechanical permit fees. The fees for mechanical work and gas piping shall be as specified in Table M-1 codified in chapter 19.14.170.

R108.2.3 Plumbing permit fees. The fees for plumbing work shall be as specified in Table P-1 codified in chapter 19.14.180.

R108.2.4 Plan review fees.

1. When submittal documents are required by section R106.1, a plan review fee shall be paid. Such plan review fee shall be sixty-five (65) percent of the building permit fee as specified in Table B.
2. The plan review fees specified in this section are separate fees from the permit fees specified in this section and are in addition to the permit fees.
3. When submittal documents are incomplete or change so as to require additional plan review or when the project involves phased approval as defined in section R106.3.3, an additional plan review fee shall be charged at the rate shown in Table B.

R108.3 Building permit valuations. Building permit valuation shall be based on the current Building Valuation Data Sheet issued by the International Code Council.

R108.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

Section R108.5 is amended to read as follows:

R108.5 Refunds. The building official is authorized to establish a refund policy. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee payment.

Section R112.1 is amended to read as follows:

R112.1 General In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, ~~the Board of Adjustment of the City of Anacortes is hereby designated as the Board of Appeals. The Fire Chief of the City of Anacortes and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment sitting as a Board of Appeals. And in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.~~

Section R301 is amended as follows.

Table R301.2(1) The local values shall be as follows.

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

			SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP	ICE SHIELD UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
GROUND SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	Weathering	Frost line depth	Termite	Decay					
20	115	D1	Moderate	12	N-S	S-M	24	No	9/17/03	154	50

19.14.040 Adoption of International Mechanical Code.

The International Mechanical Code, ~~2015~~ 2018 Edition with amendments as adopted by the state of Washington as Chapter 51-52 WAC be and it is adopted by reference.

Section 106.5.2 is amended to read as follows:

106.5.2 Fee schedule. The fees for mechanical work shall be as indicated in Table M-1 codified in chapter 19.14.170.

Section 108.4 is amended to read as follows:

108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be assessed a civil fine of not more than five hundred dollars (\$500.00) for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 108.5 is amended to read as follows:

108.5 Stop work orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than five hundred dollars (\$500). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 109.2 is amended to read as follows:

109.2 Board of Appeals. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, the Board of Adjustment of the City of Anacortes is hereby designated as the Board of Appeals. The Fire Chief of the City of Anacortes and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment sitting as a Board of Appeals.

19.14.050 Adoption of International Code Property Maintenance Code.

The International Property Maintenance Code, ~~2015~~ 2018 Edition published by the International Code Council is adopted by reference.

Section ~~205.1~~ 111.1 is amended to read as follows:

Section ~~111.1 Application for Appeal, 111.2 Membership of Board. Appeal Process. 111.1~~ In order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, the Board of Adjustment for the City of Anacortes is hereby designated as the Board of Appeals hereunder. The Fire Chief and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment when sitting as the Board of Appeals under this code. Appeals to the board shall be processed in accordance with provisions contained in Section ~~501 111.3-113.8~~ of this code.

In order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

19.14.060 Adoption of International Fire Code.

The International Fire Code ~~2015~~ 2018 Edition, as adopted by the state of Washington as Chapters 51-54A including Appendices B, C, and only Sections D101, D102, D103.5, D103.6, D105, of Appendix D and Appendix J, is adopted by reference with the following amendments:

Section ~~108.4~~ 109.1 is amended to read as follows:

Section ~~108.4~~ 109.1 In order to determine the suitability of alternate materials and type of construction and to provide for reasonable interpretations of the provisions of this Code, the Board of Adjustment of the City of Anacortes is hereby empowered to act as a Board of Appeals for this code. The Fire Chief and the Building Official shall be non-voting ex-official members of said Board of Appeals.

Section ~~503.6~~ 105.7.13 is amended to read as follows.

Section ~~503.6~~ 105.7.13 Security gates that hinder or prevent access to Fire Department or EMS agencies in any commercial occupancy, or property serving four (4) or more residential occupancies shall require an approved automatic opener activated by opticom and a secondary means to manually open the gate in the event of power failure.

Section 903.2 is amended to read as follows.

Section 903.2 Where Required. ~~Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in sections 903.2.1-903.2.12~~ **Where required: Approved automatic sprinkler systems in new buildings and structures, including shell buildings, 3600 square feet or greater and shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Shell buildings 3600 square feet or greater shall be classified as a hazard group 2. This provision applies to both IBC and IRC structures.**

Section 5704.2.14 is amended to read as follows.

Section 5704.2.14.3 The removal of underground storage tanks must be performed by, or directly supervised, by an individual certified by the International Code Council as and Underground Storage Tank Decommissioner or other approved certification.

19.14.070 Adoption of Uniform Plumbing Code and Uniform Plumbing Code Standards.

The Uniform Plumbing Code and Uniform Plumbing Code Standards, **2015 2018** Edition, as adopted by the state of Washington as Chapters 51-56 WAC, be and they are adopted.

Section 103.4 shall be amended as follows:

103.4 Permit Fees. Fees shall be assessed in accordance with the provisions of this section and as set forth in the fee schedule Table P-1 codified in chapter 19.14.180.

Section 103.4.2 shall be amended as follows:

~~103.4.2~~ 104.3.2 Plan review Fees. When a plan or other data is required to be submitted by ~~103.2.4~~ **104.3.1**, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees for plumbing work shall be 65 percent of the Plumbing Permit fees as shown in Table P-1.

The plan review fees specified in this subsection are separate fees from the permit fees specified in this section and are in addition to the permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate shown in Table P-1.

19.14.085 Adoption of standards for manufactured home installation.

Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650.

19.14.090 International Energy Conservation Code

The International Energy Conservation Code, ~~2015~~ 2018 Edition, for residential and commercial, published by the International Code Council, together with supplements and amendments thereto, per Chapters 51-11R and 51-11C WAC.

19.14.110 Administrative authority.

The building code of the city shall be administered and enforced by the building official of the city. The building official of the city or his designee shall be deemed to be the authority charged with enforcement as defined in Section 104 of the International Building Code, Section 103 of the International Mechanical Code, Section 103 of the International Fuel Gas Code. The building official or his designee shall also be deemed the "authority having jurisdiction," as such term is defined in Section ~~402~~ 103 of the Uniform Plumbing Code, for the purpose of enforcing and administering the provisions of the Uniform Plumbing Code.

19.14.120 Unlawful acts.

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, cause the same to be done, contrary to or in violation of any of the provisions of this chapter and the codes adopted by reference.

19.14.130 Violation—Penalty.

Notwithstanding the provisions of Section ~~113~~ 114 of the International Building Code, Section 113 of the International Residential Code, Section 108 of the International Mechanical Code, Section 108 of the International Fuel Gas Code, Section ~~109~~ 110 of the International Fire Code, , Part I, Section ~~102.3~~ 106.3 of the Uniform Plumbing Code, any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted and upon conviction of any such violation such persons shall be punishable by a fine of not more than five hundred dollars.

ORDINANCE NO. 3081

AN ORDINANCE AMENDING ANACORTES MUNICIPAL CODE CHAPTER 19.14, BUILDING CODE, RELATING TO THE ADOPTION OF CURRENT EDITIONS OF INTERNATIONAL BUILDING, RESIDENTIAL, AND OTHER CODES AND AMENDING CERTAIN SECTIONS.

WHEREAS, the Washington State Legislature adopted the International Building Code, the International Residential Code, the International Mechanical Code, the Uniform Plumbing Code, and the International Fire Code, and directed that the State Building Code Council adopt these codes as a part of the state building code; and

WHEREAS, the State Building Code Council adopted the 2018 editions of such codes in all Washington cities; and

WHEREAS, the City Council has determined that adoption of the 2018 code editions with certain local amendments is in the public interest; and

WHEREAS, the City Council has determined that the fees for building permits should not be adjusted at this time and remain as shown in Section 19.14.150 AMC;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City Council hereby adopts Attachment A amending Anacortes Municipal Code Sections, 19.14.010, 19.14.020, 19.14.025, 19.14.030, 19.14.035, 19.14.040, 19.14.050, 19.14.060, 19.14.070, 19.14.085, 19.14.090, 19.14.110, 19.14.120, 19.14.130, 19.14.150, 19.14.160, 19.14.170, 19.14.180.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City, and the ordinance shall take effect and be in full force five days after the date of publication.

PASSED AND APPROVED by the Anacortes City Council this 11th day of January, 2021

CITY OF ANACORTES, WASHINGTON

By _____
Laurie Gere, Mayor

ATTEST:

Steve Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Appendix A
(Ordinance No. 3081)

Chapter 19.14 International Codes

Note to Chapter 19.14

19.14.010 Short title.

19.14.020 Purpose.

19.14.025 Adoption.

19.14.030 Adoption of the International Building Code.

19.14.035 Adoption of the International Residential Code.

19.14.040 Adoption of International Mechanical Code.

19.14.050 Adoption of the International Property Maintenance Code

19.14.060 Adoption of International Fire Code.

19.14.070 Adoption of Uniform Plumbing Code and Uniform Plumbing Code Standards.

19.14.085 Adoption of standards for manufactured home installation.

19.14.090 Adoption of International Energy Efficiency Code.

19.14.110 Administrative authority.

19.14.120 Unlawful acts.

19.14.130 Violation—Penalty.

19.14.150 Permit fee schedule.

19.14.160 Grading fees.

19.14.170 Mechanical permit fees

19.14.180 Plumbing permit fees.

19.14.025 Adoption.

The following codes are hereby adopted by reference, subject to modifications and/or amendments hereinafter set forth in this chapter.

- A. International Building Code, 2018 Edition, published by the International Code Council, together with all supplements thereto, including the 2018 International Existing Building Code, International Building Code Appendix E and ICC A117.1-2009(Washington State Amendments); International Building Code Appendix B, Appendix C, Appendix E, Appendix G and Appendix J; International Existing Building Code Appendix A; mandated state amendments and subject to the modifications set forth by the state of Washington in Chapter 51-50 WAC;
- B. International Residential Code, 2018 Edition, published by the International Code Council, together with all supplements thereto, International Residential Code Appendices F, G and R and subject to the modifications set forth by the state of Washington in chapter 51-51 WAC;
- C. International Fire Code, 2018 Edition; Appendices B, C, D, and K.
- D. International Mechanical Code, 2018 edition, published by the International Code Council, together with all supplements thereto; and subject to the modifications set forth by the state of Washington in Chapter 51-52 WAC;
- E. Uniform Plumbing Code, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, together with all supplements and amendments thereto, and subject to the modifications set forth by the state of Washington in Chapters 51-56 and 51-57 WAC, Appendices Chapter A, Chapter B and Chapter I; provided, that Chapters 12 and 15 are not adopted; provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in Chapter 5 and those portions addressing building sewers are not adopted.
- F. International Fuel Gas Code, 2018 Edition, published by the International code Council, together with standards NFPA 58 and NFPA 54;
- G. International Property Maintenance Code, 2018 Edition; published by the International Code Council, is adopted by reference;
- H. International Energy Conservation Code, 2018 Edition, for residential and commercial, published by the International Code Council; together with supplements and amendments thereto, per Chapters 51-11R and 51-11C WAC.
- I. Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650;
- J. In case of conflict among the codes numerated in subsections A through I of this section, the first named code shall govern over those following.
- K. Fire District. Within that area north of the north line of 22nd Street lying between the east line of O Avenue and the west line of Q Avenue, any new building or portion of a building hereafter subject to alteration or repair shall be of Type V-A (1-hour fire-resistive) construction minimum.
- L. For the purpose of determining valuation for issuance of building permits and charging building permit fees, the current building valuation data published in the Building Safety Journal by International Code Council shall be utilized.
- M. Prior to submitting building plans for a single-family residence, a deposit of two hundred dollars shall be paid to the city building department which deposit is nonrefundable.

19.14.030 Adoption of International Building Code:

The International Building Code, published by the International Code Council, as adopted by the state of Washington 51-50 WAC, together with any supplements thereto, 2018 Edition, be and they are adopted by reference with the following amendments.

Section 105.2 is amended to read as follows:

105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. This section will be amended as follows:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 144 square feet.
2. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
4. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, are not greater than 5,000 gallons and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one and two family dwellings.
10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
11. Non-fixed and movable fixtures, cases and racks, counters and partitions not over 5 feet 9 inches in height.

Section 105.5 is amended to read as follows:

105.5 Expiration. If the work described in any building permit has not begun within one hundred eighty days from the date of issuance thereof, said permit shall expire. If the work described in any building permit has not been substantially completed within 18 months of the date of issuance thereof, said permit shall expire. Work on the project shall not proceed unless a new building permit has been obtained.

Section 109.2 is amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with:

109.2.1 Table B building permit fees for other than single-family dwellings codified in chapter 19.14.150.

109.2.2 Plan Review Fees.

109.2.2.1 When submittal documents are required, a plan review fee shall be paid. Such plan review fee shall be sixty-five percent of the building permit fee as shown in Tables B and G-1.

109.2.2.2 The plan review fees specified in this section are separate fees from the permit fees specified in this section and are in addition to the permit fees.

109.2.2.3. When submittal documents are incomplete or change so as to require additional plan review or when the project involves phased approval, an additional plan review fee shall be charged at the rate shown in Table G-1 or B.

109.2.3. Table G-1 grading permit fees codified in chapter 19.14.160

109.2.4 Manufactured home. A building permit will be required before any manufactured home shall be permitted in the city. A fee of one hundred twenty-five dollars shall be charged for mobile homes placed in mobile home parks, one hundred ninety for single wide manufactured homes, three hundred dollars for double or triple wide manufactured homes placed outside of established manufactured home parks.

Section 109.4 is amended to read as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee equal to the amount of the permit fee required by this chapter and said fee shall be in addition to the required permit fees. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

Section 109.6 is amended to read as follows:

109.6 Refunds. The building official is authorized to establish a refund policy.

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee payment.

Section 113.1 is amended to read as follows:

113.1 General. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, the Board of Adjustment of the City of Anacortes is hereby designated as the Board of Appeals. The Fire Chief of the City of Anacortes and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment sitting as a Board of Appeals.

Section 3002.4 is amended to read as follows:

3002.4 Stretcher Requirements. In all structures four or more stories above grade plane or four or more stories below grade plane, and in all groups A, B, E, I, R1, R2, R4 and LC occupancies where elevators are installed, at least one elevator shall be provided for fire

department emergency access to all floors. Such elevator car shall be provided with a minimum clear distance between walls or between walls and door including return panels, of not less than 86 inches by 54 inches (2184 mm by 1272 mm), and a minimum distance from wall to return panel of not less than 51 inches (1295 mm) with a 42-inch (1067 mm) side slide door, unless otherwise designed to accommodate an ambulance-type stretcher 86 inches (2184 mm) by 26 inches (660 mm) in the horizontal position. The elevator(s) shall be identified by the international symbol for emergency medical services (Star of Life). The symbol shall not be less than 3 inches (76 mm) and placed inside on both sides of the hoist way doorframe. The symbol shall be placed no lower than 78 inches (1981 mm) from the floor level or higher than 84 inches (2134 mm) from floor level.

Exception: Elevators serving only one dwelling unit.

In buildings where one elevator does not serve all floors, two or more elevators may be used.

19.14.035 Adoption of the International Residential Code.

The International Residential Code, published by the International Code Council, as adopted by the state of Washington 51-51 WAC, together with any supplements thereto, 2018 Edition, be and they are adopted by reference with the following amendments.

Section R105.2 is amended to read as follows:

R105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures, provided the floor area does not exceed 144 square feet.
2. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
4. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Prefabricated swimming pools that are less than 24 inches deep.
7. Swings and other playground equipment.
8. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

Section R105.5 is amended to read as follows:

R105.5 Expiration. If the work described in any building permit has not begun within one hundred eighty days from the date of issuance thereof, said permit shall expire. If the work described in any building permit has not been substantially completed within 18 months of the date of issuance thereof, said permit shall expire. Work on the project shall not proceed unless a permit renewal fee has been paid and a new permit issued. The renewal fee is half of the original building permit fee amount.

Section R108 is amended to read as follows:

Section R108. Fees.

R108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

R108.1.1 Application Fees. Prior to submitting building plans for a single family residence, a deposit of two hundred (\$200.00) dollars shall be paid to the city building department which deposit is non-refundable.

R108.2 Schedule of permit fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

R108.2.1 Building permit fee. Building permit fees for single family residential permit shall be as specified in Table B codified in chapter 19.14.150.

R108.2.2 Mechanical permit fees. The fees for mechanical work and gas piping shall be as specified in Table M-1 codified in chapter 19.14.170.

R108.2.3 Plumbing permit fees. The fees for plumbing work shall be as specified in Table P-1 codified in chapter 19.14.180.

R108.2.4 Plan review fees.

1. When submittal documents are required by section R106.1, a plan review fee shall be paid. Such plan review fee shall be sixty-five (65) percent of the building permit fee as specified in Table B.
2. The plan review fees specified in this section are separate fees from the permit fees specified in this section and are in addition to the permit fees.
3. When submittal documents are incomplete or change so as to require additional plan review or when the project involves phased approval as defined in section R106.3.3, an additional plan review fee shall be charged at the rate shown in Table B.

R108.3 Building permit valuations. Building permit valuation shall be based on the current Building Valuation Data Sheet issued by the International Code Council.

R108.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

Section R108.5 is amended to read as follows:

R108.5 Refunds. The building official is authorized to establish a refund policy.

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee payment.

Section R112.1 is amended to read as follows:

R112.1 General In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, and in order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

Section R301 is amended as follows.

Table R301.2(1) The local values shall be as follows.

**TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

			SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP	ICE SHIELD UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
GROUND SNOW LOAD	WIND SPEED (mph)	SEISMIC DESIGN CATEGORY	Weathering	Frost line depth	Termite	Decay					
20	115	D1	Moderate	12	N-S	S-M	24	No	9/17/03	154	50

19.14.040 Adoption of International Mechanical Code.

The International Mechanical Code, 2018 Edition with amendments as adopted by the state of Washington as Chapter 51-52 WAC be and it is adopted by reference.

Section 106.5.2 is amended to read as follows:

106.5.2 Fee schedule. The fees for mechanical work shall be as indicated in Table M-1 codified in chapter 19.14.170.

Section 108.4 is amended to read as follows:

108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be assessed a civil fine of not more than five hundred dollars (\$500.00) for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 108.5 is amended to read as follows:

108.5 Stop work orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than five

hundred dollars (\$500). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 109.2 is amended to read as follows:

109.2 Board of Appeals. In order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of this code, and to hear any appeals hereunder, the Board of Adjustment of the City of Anacortes is hereby designated as the Board of Appeals. The Fire Chief of the City of Anacortes and the Building Official shall be non-voting, ex-officio members of said Board of Adjustment sitting as a Board of Appeals.

19.14.050 Adoption of International Code Property Maintenance Code.

The International Property Maintenance Code, 2015 2018 Edition published by the International Code Council is adopted by reference.

Section 111.1 is amended to read as follows:

Section Appeal Process. In order to provide for final interpretation of the provisions of this code and to hear appeals provided for hereunder, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180.

19.14.060 Adoption of International Fire Code.

The International Fire Code 2018 Edition, as adopted by the state of Washington as Chapters 51-54A including Appendices B, C, and only Sections D101, D102, D103.5, D103.6, D105, of Appendix D and Appendix J, is adopted by reference with the following amendments:

Section 109.1 is amended to read as follows:

Section 109.1 In order to determine the suitability of alternate materials and type of construction and to provide for reasonable interpretations of the provisions of this Code, the Board of Adjustment of the City of Anacortes is hereby empowered to act as a Board of Appeals for this code. The Fire Chief and the Building Official shall be non-voting ex-official members of said Board of Appeals.

Section 105.7.13 is amended to read as follows.

Section 105.7.13 Security gates that hinder or prevent access to Fire Department or EMS agencies in any commercial occupancy, or property serving four (4) or more residential occupancies shall require an approved automatic opener activated by opticom and a secondary means to manually open the gate in the event of power failure.

Section 903.2 is amended to read as follows.

Section 903.2 Where Required. Where required: Approved automatic sprinkler systems in new buildings and structures, including shell buildings, 3600 square feet or greater and shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Shell buildings 3600 square feet or greater shall be classified as a hazard group 2. This provision applies to both IBC and IRC structures.

Section 5704.2.14 is amended to read as follows.

Section 5704.2.14.3 The removal of underground storage tanks must be performed by, or directly supervised, by an individual certified by the International Code Council as and Underground Storage Tank Decommissioner or other approved certification.

19.14.070 Adoption of Uniform Plumbing Code and Uniform Plumbing Code Standards.

The Uniform Plumbing Code and Uniform Plumbing Code Standards, 2018 Edition, as adopted by the state of Washington as Chapters 51-56 WAC, be and they are adopted.

Section 103.4 shall be amended as follows:

103.4 Permit Fees. Fees shall be assessed in accordance with the provisions of this section and as set forth in the fee schedule Table P-1 codified in chapter 19.14.180.

Section 103.4.2 shall be amended as follows:

104.3.2 Plan review Fees. When a plan or other data is required to be submitted by 104.3.1, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees for plumbing work shall be 65 percent of the Plumbing Permit fees as shown in Table P-1.

The plan review fees specified in this subsection are separate fees from the permit fees specified in this section and are in addition to the permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate shown in Table P-1.

19.14.085 Adoption of standards for manufactured home installation.

Installation of factory built housing and commercial structures, RCW 43.22.460, together with WAC 296-150C-0540, and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650.

19.14.090 International Energy Conservation Code

The International Energy Conservation Code, 2018 Edition, for residential and commercial, published by the International Code Council, together with supplements and amendments thereto, per Chapters 51-11R and 51-11C WAC.

19.14.110 Administrative authority.

The building code of the city shall be administered and enforced by the building official of the city. The building official of the city or his designee shall be deemed to be the authority charged with enforcement as defined in Section 104 of the International Building Code, Section 103 of the International Mechanical Code, Section 103 of the International Fuel Gas Code. The building official or his designee shall also be deemed the "authority having jurisdiction," as such term is defined in Section 103 of the Uniform Plumbing Code, for the purpose of enforcing and administering the provisions of the Uniform Plumbing Code.

19.14.120 Unlawful acts.

It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, cause the same to be done,

contrary to or in violation of any of the provisions of this chapter and the codes adopted by reference.

19.14.130 Violation—Penalty.

Notwithstanding the provisions of Section 114 of the International Building Code, Section 113 of the International Residential Code, Section 108 of the International Mechanical Code, Section 108 of the International Fuel Gas Code, Section 110 of the International Fire Code, , Part I, Section 106.3 of the Uniform Plumbing Code, any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued, or permitted and upon conviction of any such violation such persons shall be punishable by a fine of not more than five hundred dollars.

Hunt, Marcia

From: CityClerk
Sent: Friday, January 8, 2021 1:28 PM
To: City Council
Cc: Gere, Laurie; Measamer, Don; Kennedy, Jack; mikeb@quantumci.com
Subject: Public Comment for 1/1/21 City Council meeting

From: noreply@civicclerk.com <donotreply@civicclerk.com>
Sent: Friday, January 8, 2021 1:19 PM
To: CityClerk <cityclerk@cityofanacortes.org>
Cc: mikeb@quantumci.com
Subject: Public Comment Submission

Submitted by: Mike Baldwin
Email Address: mikeb@quantumci.com

Commented on event: <https://anacorteswa.civicclerk.com/web/player.aspx?id=3>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Quantum Construction is not in favor of lowering the square foot requirement for sprinklers.



City Council Agenda Bill

Meeting Date: 1/11/2021 **Agenda Item:** 5b

Subject: Resolution regarding employee leave benefits related to Covid-19

Staff Contact: Steve Hoglund

Approved for Submittal to Council by	
	Laurie Gere, Mayor
x	Steve Hoglund, Finance Director

Action Type	
	Ordinance No.
	Code Revision?
x	Resolution No. 3012
	Contract
	Public Hearing
	Staff Report

Summary Statement: Expanded leave benefits associated with Covid-19 expired December 31, 2020. The following discussion is about whether the city would like to continue any of those expanded leave benefits.

Background: The Families First Coronavirus Relief Act was approved by the Federal Government in March of 2020, and the legislation adopted December 27, 2020 that had covid related benefits included, did not extend the leave benefits that provided an additional 80 hours of Emergency Paid Sick Leave (EPSL) and expanded use of Family Medical Leave Act (FMLA) to allow paid leave. Both of these leave types could be used to care for a loved one if their school or care provider was closed due to Covid-19. The attached resolution authorizes expanded use of City sick leave to be used for Covid related absences, as well as authorizes an additional 40 hours of EPSL.

Budget Impact	
Amount Budgeted	
Budget Account (BARS)	
Proposed Expenditure	
Budget Amendment Required?	No
Revenue Source	

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: Memo: City of Anacortes Personnel Policy, Families First Coronavirus Response Act (FFCRA), effective 4/1/20-12/31/20

Competing Viewpoints Considered: City benefits should not be expanded beyond what the Federal Government has advised, with expiration on 12/31/20.

Recommended Motion: I move to adopt Resolution 3012 expanded leave benefits related to Covid-19.

Alternative Actions: Do not adopt the resolution.

Attachments (listed in order presented): Ordinance 3012, Powerpoint of expanded benefits, previous City FFCRA policy memo.

RESOLUTION NO. 3012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES PROVIDING FOR EMPLOYEE LEAVE BENEFITS IN RESPONSE TO THE COVID-19 EPIDEMIC

WHEREAS, on March 16, 2020 Families First Coronavirus Response Act (FFCRA) required employers with less than 500 employees to provide 2 weeks of Emergency Paid Sick Leave (EPSL), and

WHEREAS, the FFCRA also expanded the use of the Family Medical Leave Act to require 10 paid weeks for leave for the Covid-19 related criteria identified in the FFCRA, and

WHEREAS, the leave provisions of the FFCRA expired on December 31, 2020, and

WHEREAS, the Anacortes City Personnel Policy for sick leave use does not specifically address Covid-19 criteria, and

WHEREAS, the Anacortes City Council finds it reasonable to support its staff through the provision of additional EPSL, and

WHEREAS, the Anacortes City Council finds that is reasonable and useful to provide City employees the ability to take paid leave for Covid-19 related absences as described in the FFCRA, and

WHEREAS, if additional Covid-19 leave benefits are provided in the future at the State or Federal level this resolution would thereby be repealed.

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

Section 1 – City Sick Leave will be eligible for use for Covid-19 related absences

The FFCRA identified 6 criteria for which EPSL would be eligible, and that criteria will be an allowable use of City Sick Leave, where the employee:

1. Is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
2. Has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. Is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. Is caring for an individual who is subject to a quarantine order or has been advised to self-quarantine.
5. Is caring for a son or daughter and the child's school or place of care has been closed, or the child care provider is unavailable due to COVID-19 precautions.
6. Is experiencing any other substantially similar condition.

Section 2 – An additional 40 hours of EPSL will be made available to each employee

40 additional hours of Emergency Paid Sick Leave (EPSL) will be made available to City staff to take in addition to their existing leave balances, on an FTE % basis, where part time employees would receive a prorated share based on their FTE %, and the use of those 40 hours will not affect the remaining employee leave balances. Any of the unused additional 40 EPSL hours will lapse after December 31, 2021.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 11th day of January, 2021.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steven D. Hoglund, City Clerk Treasurer

Covid-19 Leave Benefits

- March 18, 2020 Families First Coronavirus Response Act (FFCRA) was enacted, effective through December 31, 2020.
 - Required Employers less than 500 employees to provide 80 hours Emergency Paid Sick Leave
 - Required expanded use of FMLA to allow leave to cared for loved ones affected by Covid-19.
 - Including paid leave at 2/3 or full pay, depending on reason.
 - City adopted policy to provide full pay for FMLA regardless of reason.
- See City Policy FFCRA Effective 4/1/2020-12/31/2020

President Signs Emergency Paid Sick or Family Leave Legislation

BY: Curtis E. Tatum, Esq. | 03/19/20



Covid-19 Leave Benefits

- December 27, 2020 H.R. 133 signed by president, which provided additional Coronavirus relief for 2021, however the expanded leave requirements of the FFCRA were not extended beyond 12/31/20.



City use of Covid Leave: 3/16/20 – 12/31/2020

- Emergency Paid Sick Leave (EPSL).
 - 56 staff used at least some hours.
 - 16 staff exhausted the 80 hours.
 - Total of 2363 hours used.
- Expanded Family Medical Leave Act (FMLA)
 - 2 employees have used this leave
 - Total of 301 (out of 960 possible) hours used

Covid-19 Leave Benefits

- The late timing of current bill did not allow sufficient time to prepare alternative City policies before 2020 year end.
- Personnel Committee met 1/4/21 and 1/7/21 to discuss.
- An email to a local government HR distribution list was sent 1/6/2021 to see how other governments are responding to the lapse in leave.



Covid-19 Leave Benefits

- Other Local Agencies:



FFCRA Summary	
Entity	Extension?
Whatcom County	No
Alderwood Water & Wastewater	80 Hours EPSL left in place
Skagit PUD	40 Hours additional EPSL
Island County	Allowed employee leave to be be used for Covid
Port of Bellingham	FFRCA provisions extended through 3/31/21
Skagit County	No extension, but voluntary furlough program in place with benefits retained through 6/30/21
City of Bellingham	Allowed employee leave to be be used for Covid
City of Mount Vernon	No
Whatcom Transportation Authority	FFRCA provisions extended through 3/31/21
Port of Anacortes	FFRCA provisions extended

Covid-19 Leave Benefits

- January 7, 2021 Personnel Committee Meeting discussed City's Response:
 - Committee agreed generally on several items:
 - Confirming the use of City employee sick leave is allowable for Covid-19 related absences.
 - Providing additional EPSL for Staff
 - Identifying an end date for the EPSL.

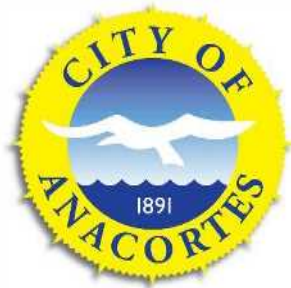


Covid-19 Leave Benefits

- January 7, 2021 Personnel Committee Meeting:
 - Confirming the use of City employee Sick Leave is allowable for Covid-19 related absences to include the criteria identified in the FFCRA:
 1. Employee is subject to federal, state, or local quarantine or isolation order.
 2. Advised by a health care provider to self-quarantine.
 3. Experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 4. Caring for an individual who is subject to a quarantine order or has been advised to self-quarantine.
 5. Caring for a son or daughter and the child's school or place of care has been closed, or the child care provider is unavailable.
 6. Is experiencing any other substantially similar condition.

Covid-19 Leave Benefits

- January 7, 2021 Personnel Committee Meeting:
 - Providing additional EPSL for Staff
 - An additional 40 hours of EPSL would be made available to City staff for use meeting the FFCRA criteria.
 - On an FTE basis. E.g. a ½ time employee would get 20 hours.
 - This would be in addition to the existing employee balances, and not related to the prior EPSL balance.
 - Identifying an end date for the EPSL
 - Any unused balance from the additional EPSL balance would expire December 31, 2021.



Vanessa Bronsema

Director of Human Resources & Labor Relations

City of Anacortes

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City of Anacortes Personnel Policy Families First Coronavirus Response Act (FFCRA)

Effective April 1, 2020 – December 31, 2020

On March 18, 2020, the Federal Government passed the Families First Coronavirus Response Act (FFCRA), an economic stimulus package in response to the COVID-19 pandemic. Included in that law are temporary protected leave and paid leave benefits for certain absences arising from the COVID-19 outbreak. The policy below outlines the City of Anacortes' response to the law; the policy will be administered in accordance with the FFCRA statute and forthcoming federal regulations and guidance. The FFCRA will take effect on April 1, 2020, and remain in effect through December 31, 2020.

The FFCRA provides for two categories of leave. The first expands existing FMLA coverage to provide up to 12-weeks of partially-paid Public Health Emergency Leave ("PHEL/FMLA") for eligible employees forced to miss work due to closure of their child's school or the unavailability of the child's childcare provider for reasons related to COVID-19. The second provides up to 10 days of Emergency Paid Sick Leave ("EPSL") for various reasons related to the COVID-19 outbreak. Details regarding each category of leave are provided in the sections below.

Section 1: Public Health Emergency Leave (PHEL/FMLA) – A Temporary Expansion of the Federal Family and Medical Leave Expansion Act [FMLA] (through December 31, 2020):

- 1. Eligibility:** Subject to certain exceptions, regular and temporary City employees, who have been employed for at least 30 calendar days are eligible for PHEL/FMLA leave. An employee need not meet the eligibility requirements for regular FMLA (12 months of employment and 1250 hours worked in the prior year) to be eligible for PHEL/FMLA.

Exempt (not eligible): To ensure the City's ability to meet the needs of the community during the COVID-19 pandemic, emergency responders are not eligible for PHEL/FMLA leave. Emergency responders include, but are not limited to, Police Department personnel, Fire Department personnel, Public Works personnel, and/or other positions that are assigned work supporting the provision of public health services.

Note: In accordance with the FFCRA, the City may modify the eligibility for leave, including the designation of positions considered an emergency responder, to

meet the evolving needs of the City and community in response to the COVID-19 pandemic.

2. **Leave Entitlement:** Eligible employees are entitled to take up to 12 weeks of protected leave if the employee is unable to work (or telework) based on a need to care for their child under age 18 due to closure of the child's school or unavailability of a child care due to a public health emergency, as declared by a federal, state, or local authority, with respect to COVID-19.

Note: PHEL/FMLA **is not an additional** 12 weeks of leave entitlement under the FMLA. If an employee has already used up their 12 weeks of FMLA for a different purpose (or a portion thereof), they are not eligible for an additional 12 weeks of PHEL/FMLA. Employees who have used any portion of their standard FMLA entitlement are eligible for the remaining portion under the expansion of PHEL/FMLA.

Intermittent Leave Allowed: Eligible employees may use this leave intermittently. For example, when an employee is able to telework some number of hours they may use PHEL/FMLA for the remaining balance of their regular hours in the week. Employees must arrange for intermittent leave with their supervisor. (See also notice requirements for authorized use of leave, below.)

3. **Paid Leave Provision:** The first 10 scheduled work days of absence are unpaid, however employees may use any of the following paid leave options to cover the initial unpaid absence:
 - a. Emergency Paid Sick Leave (EPSL, described in *Section 2*, below)
 - b. The employees' accrued Washington Paid Sick Leave (WPSL)
 - c. The employees' accrued City-paid sick leave
 - d. Any other accrued leave (such as vacation, compensatory time, or exchange time)

Absences after 10 days will be paid at the employee's regular rate of pay for hours they would regularly be scheduled to work. For employees who work a variable-hour schedule, pay will be determined using an average of hours the employee is typically compensated (within the past 6-months) or expected to be compensated upon hire.

4. **Employee Notice to Supervisor:** Employees must provide written notice to their supervisor as soon as practical regarding their need to take leave. Notice via email or text message is acceptable, however the supervisor must confirm receipt of the notice. When possible telework arrangements should be utilized to continue City operations, and may be used on an intermittent basis.

Supervisors are responsible for assessing eligibility and tracking leave time for each employee, with support from the Human Resources department as needed.

5. **Job Restoration:** Upon return from leave, an employee will be entitled to return to the employee's former position or a position with equivalent pay, benefits, and conditions of employment, unless unusual circumstances have arisen (e.g., the employee's position or shift was eliminated for reasons unrelated to the leave). If the employee chooses not to return to work for any reason, the employee should notify the City of Anacortes as soon as possible.

Section 2: Emergency Paid Sick Leave (EPSL) – ADDITIONAL Temporary Sick Leave (through December 31, 2020):

1. **Eligibility:** Subject to certain exceptions, regular and temporary City employees are eligible for Emergency Paid Sick Leave (EPSL) without any waiting period.

Exempt (not eligible): To ensure the City's ability to meet the needs of the community during the COVID-19 pandemic Police Department personnel and Fire Department personnel are not eligible for EPSL. Alternative leave benefits in response to COVID-19 for Fire and Police personnel are addressed by Memorandum of Understanding (MOU) with each of the respective collective bargaining groups.

Note: In accordance with the FFCRA, the City may modify the eligibility for leave, including the designation of exempt positions, to meet the evolving needs of the City and community in response to the COVID-19 pandemic.

2. **Paid Leave Entitlement:** Eligible full-time employees are entitled up to 80 hours of Emergency Paid Sick Leave. Eligible part-time employees are entitled to the number of hours they typically work over a two-week period as determined by their full time equivalency (FTE) status. Leave is paid at the employee's regular hourly rate of pay.

Note: EPSL **is in addition** to accrued leave already available to employees, and may be used prior to any other type of accrued leave for qualifying purposes (see *Covered Reasons For Taking Leave*, below). The 80-hour maximum of EPSL does not carry forward to 2021.

Intermittent Leave with Multiple Qualifying Events: When an employee returns to work (or telework) after using EPSL the leave eligibility will cease, however any remaining balance of the 80-hour maximum may be used for additional qualifying leave through December 31, 2020.

3. **Covered Reasons For Taking Leave (Self):** Employees may use emergency paid leave when unable to work (or telework) for the following reasons:

- a. Quarantine or Isolation: The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.

- b. Self-Quarantine: The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 - c. Experiencing Symptoms: The employee is experiencing symptoms of COVID-19 and is seeking medical diagnosis.
- 4. **Covered Reasons For Taking Leave (Others)**: Employees may also use emergency paid leave when unable to work (or telework) for the following reasons:
 - a. Care for an Individual in Quarantine, Isolation, or Self-Quarantine: The employee is caring for any individual who is subject to federal, state, or local quarantine or isolation for reasons related to COVID-19, OR the employee is caring for any individual who has been advised to self-quarantine by a health care provider for reasons related to COVID-19
 - b. Care for their Child: If the employee's child's school or care facility is closed due to COVID-19 precautions. As noted in the expanded COVID-FMLA provision (Public Health Emergency Leave, PHEL/FMLA) above, Emergency Paid Sick Leave may be used in the 10-day waiting period in lieu of accrued leave.
- 5. **Employee Notice to Supervisor**: Employees must provide written notice to their supervisor as soon as practical regarding their need to take leave. Notice via email or text message is acceptable, however the supervisor must confirm receipt of the notice.

Supervisors are responsible for assessing eligibility and tracking leave time for each employee, with support from the Human Resources department as needed.
- 6. **Coordination with Other Leave(s)**: Emergency Paid Sick Leave may be used in coordination (before or after) other accrued leave, however it may only be used through December 31, 2020. When applicable, EPSL will run concurrently with standard Federal FMLA leave.