

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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

March 4, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Public Works Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of February 26, 2024 (Action)
 - b. Approval of claims in the amount of \$362,135.41 (Action)
 - c. Contract Award: O Avenue ADA & Sidewalk Connectivity Project #24-090-TRN-001 (Action)
6. **Other Business**
 - a. Solarize Skagit Presentation (Presentation)
 - b. * Commercial Avenue Complete Streets Project Phase I Update (Report)
 - c. * Ordinance 4074: Title 9 Update (Discussion/Possible Action)
 - d. Interlocal Amendment with Skagit County for Indigent Defense Screening Services #24-019-MCT-001 (Discussion/Action)
 - e. * Ordinance 4073: Adoption of Updated Washington State Building Codes (Discussion/Possible Action)
 - f. Resolution 3151: Ratifying the Declaration of Emergency and Bidding Waiver for the WTP Generator Controls Upgrade (Discussion/Action)

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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.

7. **Executive Session**

- a. Potential litigation per RCW 42.30.110(1)(i) (20 minutes) (Discussion)

8. **Adjournment**

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- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

March 4, 2024
6:00 p.m.

706 PM
CCM

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3141, citizens wishing to comment on items not on the agenda may do so on any matter specifically pertaining to the City of Anacortes 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. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

Name	Topic
Linnea McCord	Habitat for Humanity ↓
KOLLE LIST	// ↓
SHOMA KUHVA MA-MU	// ↓
TARA OTTAWA	// SUMMIT ↑
JASON GOULD	NRBO/SHORT TERM
30MINS PAT GARDNER	MTB
JERRY ZENALOR	ROUND ABOUT
PAT GARDNER	ROUND ABOUT
NATALIE CLARK	// TOURIST SEASON AVOIDANCE
JOHN HEIN	ROUND ABOUT
BARB SMART	//
EXCEL SESSION TIME:	

Continue on back of sheet as needed

Anacortes City Council Minutes - February 26, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of February 26, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, and Carolyn Moulton were present. Councilmembers Bruce McDougall and Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced that operations crews are currently responding to the winter weather conditions, recapped the Port/City Liaison special meeting, including the discussion of an interlocal agreement regarding the West Basin development and event facility. He then announced that on Friday, March 1st will be the 2nd Annual Jazz Walk from 6-9pm, Anacortes being recognized as a Well City for the twentieth year in a row, the coming closure of the Guemes Island Ferry west parking lot beginning 5pm Monday, March 4th through Friday, March 8th, and an R Avenue Improvement Project update.

Fiber Committee

Mr. McDougall reported from the Fiber Committee meeting held February 22nd. The topics discussed included market statistics including nearly 2800 subscribers and a 48% take rate, the Economic Development Administration (EDA) grant and contract the Council passed last week, the four sections of the EDA project area, a 12-18 month construction timeline, network capacity during peak events such as the Super Bowl, and ongoing ad hoc projects for adding business accounts.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The principal topic discussed included a potential housing project adjacent to the Anacortes Cinema.

Museum Committee

Mr. Fantini reported from the Museum Committee meeting held February 21st. The topics discussed included projects completed in 2023, patronage increasing over 5% compared to 2022, the WT Preston deck re-coating project, added QR codes to exhibits and signage, and expanded online oral history offerings. Upcoming projects for 2024 include a new storage and workshop building, increasing patronage, staff training on PastPerfect, and researching a new exhibit for 2025 that will include the music of Fidalgo Island and Guemes Island.

Parks and Recreation Committee

Mr. McDougall reported from the Parks and Recreation Committee meeting held February 15th. The topics discussed included capital facilities plan projects, the coming presentation to the Council on the Rotary / Parks project for the Cap Sante overlook, possible Lodging Tax Advisory Committee (LTAC) funding for extending the Farmers Market / Depot Plaza to the south, a possible new park at West 6th Street and Minnesota Avenue, recruiting updates, and the March 12th Parks and Recreation Advisory Board meeting agenda.

Lodging Tax Advisory Committee

Mr. Walters reported from the LTAC committee meeting held on February 22nd, where new members and re-appointees were welcomed, provided an orientation for new members, and reviewed the Port's West Basin and event center proposal in advance of the Port/City Liaison Committee meeting.

Mr. Walters added that he, Mr. McDougall, and Mr. Fantini will hold an informal meeting on February 27th at 6pm at the library to discuss various city issues with constituents.

Public Comment

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

Public comment was given as follows:

Cathy Elliott of Anacortes commented on the proposed Habitat for Humanity project on West Fifth Street, voicing support for a park at West Sixth Street and Minnesota Avenue, and asking for more public outreach to the neighborhood regarding the housing project.

Deborah Cole of Anacortes addressed the Habitat for Humanity project in the West 5th Street neighborhood, citing concerns about parking, and asking for a project timeline.

Tarn Ohana of Anacortes thanked the library staff and community volunteers for the recent Adventure Day event at the library.

Patricia Dever agreed with the comments of Ms. Elliott and Ms. Cole regarding the Habitat for Humanity project.

Mr. Fantini asked what the next steps are for the Habitat for Humanity project. Mayor Miller mentioned that the Council approved staff drafting a lease. Mr. Walters added that Habitat for Humanity is responsible doing their own due diligence to assess the parcel for development.

Consent Agenda

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

a. Minutes of February 20, 2024

b. Approval of claims in the amount of \$584,661.87

The following vouchers/checks were approved for payment:

EFT numbers: 108680 through 108712, total \$314,843.07

Check numbers: 108538 through 108727, total \$249,070.67

Wire transfer numbers: 341293 through 342035, total \$20,748.13

c. Special Event Application: Free Movie Night on Kingsway

Other Business

Planning, Community and Economic Development 2024 Department Update

Planning, Community and Economic Development Director John Coleman provided a departmental update, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Discussion topics included:

- Number of housing units needed.
- What are we willing to allow in our neighborhoods?
- Tough decisions will need to be made.
- Population growth over the last 20 years?
- Trends by housing type.

- When were the current code provisions implemented?
- Housing allocation in Anacortes relative to the area's median income.
- City-owned land that could be developed for housing.
- What happens if the city does not reach housing allocation targets?
- Planning for growth.
- Other municipalities in the area must also plan for increased demand.
- Better planning leads to better climate change mitigation outcomes.
- Being behind the housing requirement curve - especially affordable housing types.
- Jobs are needed in addition to housing.
- Mixed-use housing.

2024 Stormwater Management Program Plan

Public Works Director Andrew Rheume introduced Stormwater Manager Diane Hennebert, who presented the 2024 Stormwater Management Plan, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item. No one present wished to address the Council.

Discussion topics included:

- Using the stormwater model to facilitate development.
- Eliminating downstream constraints.
- Street sweeping program - requirement to move vehicles to facilitate more thorough cleaning.
- Challenges of maintaining water quality.
- Educating the community on mitigation measures.
- Comparing the 1970s National Geographic study to present conditions.
- Putting public suggestions in to the permit process.

Contract Modification: Pass Lake 10-Inch Watermain Replacement Project - Design #20-071-WTR-002

Public Works Director Andrew Rheume introduced the proposed design contract modification for the Pass Lake 10-Inch Watermain Replacement Project #20-071-WTR-002, referring to a map of the project area that was added to the packet materials for the meeting.

Discussion topics included:

- Quality of the line to the northeast of the project area.
- Must have a second line to ensure that Oak Harbor does not run out of water when there is a failure.
- City of Anacortes does not maintain the Oak Harbor line.
- Can Anacortes recoup the cost of construction and design of the water line from Oak Harbor?
- Anacortes line ownership obligation ends at Deception Pass.
- Water quality concerns. Where are we now and what must be done in the future?

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to authorize the mayor to execute the contract modification #20-071-WTR-002 with GeoEngineers. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 8:03 p.m. the Anacortes City Council meeting of February 26, 2024 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 March 4, 2024 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342242	9/6/2023	119885	VECA ELECTRIC & TECHNOLOGIES	SERVICE FOR FACILITIES	\$ 1,155.88	pwfac
342069	12/18/2023	31-C23062331	ELLIS, IAN	REFUND AMBULANCE OVERPAYMENT	\$ 1,074.00	finance
342543	1/1/2024	0567296	EBSCO INFORMATION SERVICES	MAGAZINES LIBRARY	\$ 2,857.02	publib
342542	1/1/2024	0567299	EBSCO INFORMATION SERVICES	USA TODAY LIBRARY SUBSCRIPTION ANNUAL	\$ 275.00	publib
342311	1/1/2024	9507649016	TELEFLEX LLC	EZ-IO NEEDLES	\$ 2,010.50	medic
342539	1/15/2024	DUES 2024-00167	WASHINGTON ASSOCIATION OF	WASPC DUES; CHIEF FLOYD	\$ 305.00	apd
342555	1/19/2024	E23048P V2.0	ELEMENTAL AIR, LLC	WWTP ANNUAL INCINERATOR EMISSIONS TESTING	\$ 13,052.00	dwwtp
342586	1/30/2024	235281	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - TROUBLESHOOT RADIANT HEATER AT FIRE STATION 1	\$ 818.05	pw1
342587	1/30/2024	235282	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - BOILER TUNE-UP	\$ 3,811.26	pw1
342078	1/30/2024	590924	DOG WASTE DEPOT	DOG WASTE BAGS FOR PARK USE	\$ 7,274.40	parks1
342530	1/30/2024	INV811330	DAY WIRELESS SYSTEMS INC	CHECK GPS STATUS @ STA 3	\$ 157.76	medic
342559	1/31/2024	1016	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - AS NEEDED - CITY HALL & SENIOR CENTER - JAN 2024	\$ 5,280.00	pw1
342330	1/31/2024	1017	BE ENTERPRISES LLC	PUBLIC RESTROOM CLEANING SERVICES 2024	\$ 1,755.60	plan
342558	1/31/2024	1018	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - JANUARY 2024	\$ 4,327.30	pw1
342550	1/31/2024	1278	WIDENER & ASSOCIATES	FEMA COORDINATION - FEBRUARY 2020 EVENT - FEMA-4539-DR - JANUARY 2024	\$ 6,211.20	pw1
342549	1/31/2024	1279	WIDENER & ASSOCIATES	FEMA COORDINATION - NOVEMBER 2021 EVENT - FEMA-4635-DR - JANUARY 2024	\$ 5,767.40	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342551	1/31/2024	1280	WIDENER & ASSOCIATES	FEMA COORDINATION - JANUARY 2022 EVENT - FEMA-4650-DR - JANUARY 2024	\$ 3,460.80	pw1
342552	1/31/2024	1281	WIDENER & ASSOCIATES	FEMA EMERGENCY REPAIRS - WHISTLE LAKE DAM AND GUEMES CHANNEL TRAIL - JAN 2024	\$ 1,732.30	pw1
342547	1/31/2024	1282	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - JANUARY 2024	\$ 1,941.80	pw1
342584	1/31/2024	231406	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - A/C REPAIR AT PUBLIC SAFETY BUILDING	\$ 2,308.60	pw1
342318	1/31/2024	4900/0100173156/2024	DEPARTMENT OF NATURAL	INTEREST ON LATE PAYMENT	\$ 273.26	plan
342062	1/31/2024	97786502	FLUKE ELECTRONICS CORP	1 LAB METER AND 2 PROBE CALIBRATION	\$ 698.00	dwtpt
342577	2/1/2024	2/1/2024	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - FEBRUARY 2024	\$ 5,000.00	apd
342245	2/1/2024	PSI00147449	WOOD'S LOGGING SUPPLY	PARTS FOR EQUIP #2924	\$ 28.53	dshop
342557	2/2/2024	9335833517	GRAYBAR ELECTRIC COMPANY, INC	FIBER DROP CLAMPS	\$ 335.10	fiber
342526	2/6/2024	INV812341	DAY WIRELESS SYSTEMS INC	CONING SOFTWARE FOR PORTABLE RADIOS	\$ 584.36	medic
341680	2/6/2024	WAANA153834	FASTENAL COMPANY	EYEWEAR FOR TRAINING	\$ 33.18	apd
342130	2/8/2024	1128541-4	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 39,966.54	wdist
342075	2/11/2024	8498 30 017 0464628	COMCAST	WA PARK INTERNET 2/21-3/20/24	\$ 113.16	parks1
342089	2/12/2024	0314386-IN	NELSON-REISNER DISTRIBUTOR INC	DEF FOR SHOP STOCK	\$ 729.45	dshop
342533	2/12/2024	1001	FIDALGO CLEANING	APD CLEANING & SUPPLIES 2/12-2/25/24	\$ 875.00	apd
342076	2/12/2024	160438	SKAGIT HYDRAULICS	PARTS & SERVICE FOR VEHICLE #515	\$ 558.56	dshop
342072	2/12/2024	183768	A-1 MOBILE LOCK AND KEY, INC.	WA PARK RESTROOM LOCKS	\$ 3,026.82	parks1
342583	2/12/2024	2024-66	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES - JANUARY 2024 POLICE CANDIDATE TEST SITE ADD-ON	\$ 99.00	hr
342083	2/12/2024	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT1/6-2/5/24	\$ 2,118.81	parks1
342568	2/12/2024	460509	SKIDMORE PHARMACY INC.	LEOFF 1 PHARMACY COPAY - DAVE MEAD	\$ 49.50	hr

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342056	2/12/2024	660333	SAN DIEGO POLICE EQUIP CO INC	AMMO - 9 MM	\$ 487.86	apd
342312	2/12/2024	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 1/12 - 2/9/24	\$ 280.50	medic
342064	2/13/2024	99851806	FLUKE ELECTRONICS CORP	FLUKE 789 CALIBRATION, FLUKE 337 REPAIR	\$ 541.78	dwtpt
342063	2/14/2024	100185059	FLUKE ELECTRONICS CORP	FLUKE-718 CALIBRATION	\$ 339.00	dwtpt
342573	2/14/2024	235675	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - MARITIME HERITAGE CENTER	\$ 174.08	pw1
342574	2/14/2024	235676	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - WT PRESTON	\$ 308.99	pw1
342579	2/14/2024	7822	AXIOM DIVISION 7 INC SEATTLE	ANACORTES PUBLIC LIBRARY ROOF WATERBED & LEAK REPAIR	\$ 2,957.18	pw1
342578	2/14/2024	7825	AXIOM DIVISION 7 INC SEATTLE	ROOF LEAK REPAIR FOR FIRE STATION #3	\$ 1,961.12	pw1
342527	2/14/2024	I6623377	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 3,912.82	wdist
342588	2/14/2024	INV12679	OPENGOV, INC	CARTEGRAPH 811 INTEGRATION - 2/3/24-2/2/25	\$ 5,331.20	pw1
342061	2/14/2024	ReimbHernandez	HERNANDEZ, CRISTIAN	REIMBURSEMENT FOR SAFETY WORK BOOTS - CRISTIAN HERNANDEZ	\$ 212.67	dwtpt
342067	2/15/2024	0312057-IN	NELSON-REISNER DISTRIBUTOR INC	SHIELD CHOICE 10W-30 AND TURBINE OIL 68	\$ 1,675.07	dwtpt
342570	2/15/2024	235792	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - REPAIR AT WT PRESTON/HERITAGE CENTER	\$ 400.57	pw1
342055	2/15/2024	24B-034	WSI POLYGRAPH SERVICE	PRE-EMPLOYMENT POLY - GRANGER	\$ 220.00	apd
342528	2/15/2024	49407	VAN'S EQUIPMENT CO	PARTS FOR EQUIP #403	\$ 127.60	dshop
342536	2/16/2024	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 1/22-2/15/24	\$ 1,501.02	apd
342313	2/16/2024	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 1/20 - 2/15/24	\$ 201.93	medic
342534	2/16/2024	199 800 0000 4	CASCADE NATURAL GAS CORP.	703 R AVENUE 1/20-2/15/24	\$ 246.40	museum
342051	2/16/2024	240177	T-SHIRTS BY DESIGN	UNIFORMS- FLEET DEPT	\$ 1,522.11	dshop
342044	2/16/2024	240178	T-SHIRTS BY DESIGN	UNIFORMS-ADMIN	\$ 228.48	dshop
342050	2/16/2024	240179	T-SHIRTS BY DESIGN	UNIFORMS- SOLID WASTE	\$ 1,202.24	dshop
342049	2/16/2024	240180	T-SHIRTS BY DESIGN	UNIFORMS- FACILITIES	\$ 266.56	dshop
342162	2/16/2024	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 1/20-2/15/24	\$ 385.61	parks1
342546	2/16/2024	400002858597	PUGET SOUND ENERGY INC	POLE ATTACHMENT CHARGE, 2024	\$ 8,350.00	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342158	2/16/2024	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 1/20/24-2/15/24	\$ 636.52	parks1
342159	2/16/2024	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR.1/20-2/15/24	\$ 63.64	parks1
342160	2/16/2024	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 1/20-2/15/24	\$ 116.73	parks1
342066	2/16/2024	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPS 1/20-2/15/24	\$ 1,012.02	dshop
342065	2/16/2024	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 1/20-2/15/24	\$ 1,240.42	finance
342057	2/16/2024	9077	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A09198	\$ 2,308.74	apd
342538	2/16/2024	912 800 0000 0	CASCADE NATURAL GAS CORP.	1305 8TH STREET 1/20-2/15/24	\$ 396.11	museum
342161	2/16/2024	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 1/20-2/15/24	\$ 341.48	parks1
342142	2/16/2024	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 1/20-2/15/24	\$ 13.00	dwwtp
342157	2/17/2024	260369	LAKE SIDE INDUSTRIES, INC.	WA PARK MAINTENANCE SUPPLIES	\$ 1,435.10	parks1
342537	2/18/2024	1224	SKAGIT SHOOTING RANGE, LLC	RANGE - NEW HIRE QUALS	\$ 35.81	apd
342314	2/19/2024	0001991459	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 18.41	medic
342323	2/19/2024	0052704	THE WATERSHED COMPANY	SHORELINE PERMIT MONITORING PROJECT - THROUGH JANUARY 2024	\$ 6,467.00	plan
342244	2/19/2024	4255	ELOGGER INC.	MAINTENANCE RENEWAL 2/15/24-2/15/2025	\$ 5,560.02	dwwtp
342524	2/19/2024	IN2009287	MUNICIPAL EMERGENCY SERVICES	RESCUE/EXTRICATION TOOLS	\$ 39,202.02	medic
342081	2/20/2024	1676523	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 158.50	dshop
342544	2/20/2024	281704	USA BLUE BOOK	FLUORIDE ANALYZER MAINTENANCE KIT	\$ 410.71	dwwtp
342567	2/20/2024	9928	BAYSIDE DENTAL CARE	LEOFF1 RETIREE DENTAL COPAY, D. LIDDLE	\$ 113.00	hr
342133	2/20/2024	B17986292	SHI INTERNATIONAL CORP.	BLUEBEAM CORE FOR ENGINEERING	\$ 212.86	infosys
342085	2/20/2024	I6627451	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 841.07	wdist
342324	2/20/2024	IN2010386	MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR PARTS	\$ 414.60	medic
342319	2/21/2024	0001992905	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 101.66	medic
342592	2/21/2024	0031429	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 933.94	wdist
342070	2/21/2024	1266	SKAGIT COUNTY PUBLIC HEALTH	4TH QTR CITY SHARE OF LIQUOR TAX	\$ 6,452.22	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342071	2/21/2024	141176	VENTEK INTERNATIONAL	WA PARK PAY STATION MONITORING	\$ 112.09	parks1
342571	2/21/2024	152032	SUMMIT LAW GROUP, PLLC	LEGAL SERVICES - GENERAL LABOR	\$ 205.00	hr
342054	2/21/2024	2024-120	READINESS NETWORK, INC	REG FEE FOR TRAINING; GREAT TO MAGNUS	\$ 1,155.00	apd
342560	2/21/2024	2347-1	MAKERS ARCHITECTURE	2025 PERIODIC COMPREHENSIVE PLAN UPDATE - JANUARY 2024	\$ 622.50	plan
342140	2/21/2024	24-03376	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT NUTRIENTS	\$ 105.40	dwwtp
342087	2/21/2024	24-04467	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT	\$ 19.00	dwtp
342091	2/21/2024	24-04468	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR NORTH IN TOWN	\$ 133.00	dwtp
342068	2/21/2024	31-C23094004	MARGESON, DAVID	REFUND AMBULANCE OVERPAYMENT	\$ 794.48	finance
342326	2/21/2024	63236164	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT	\$ 2,264.32	finance
342060	2/21/2024	68057	WEIDNER FIRE	SUPPLIES FOR FACILITIES	\$ 357.16	pwfac
342249	2/21/2024	7358578482	CARDINAL HEALTH 110, INC.	PHARMA: EPINEPHRINE, AFRIN	\$ 427.27	medic
342593	2/21/2024	C59109A	INDUSTRIAL/ORGANIZATIONAL	FIRE TESTING MATERIALS	\$ 739.00	hr
342090	2/22/2024	101521	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 6996 SAN JUAN HILL LN. FIDALGO BAY TO ANA .037 ACRES	\$ 113.00	finance
342084	2/22/2024	101522	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 11962 CANYON RIDGE DR .1090 ACRES	\$ 10.00	finance
342088	2/22/2024	109909	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 8601 SOUTHRIDGE PLACE N FIDALGO WATER SERVICE	\$ 10.00	finance
342086	2/22/2024	112675	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - (0.0800 AC) N PUMP STATION	\$ 301.00	finance
342082	2/22/2024	113958	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 7004 SUNRISE ESTATES DRIVE WATER RESERVOIR	\$ 301.00	finance
342079	2/22/2024	118208	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - DIKE 12 & DR 19 3.55 ACRES	\$ 54.71	finance
342077	2/22/2024	120563	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 0.17 ACRES (DR19 DK12)	\$ 12.88	finance
342074	2/22/2024	120573	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 4.08 ACREAGE ACCT (DR19)	\$ 15.39	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342156	2/22/2024	129856	SKAGIT COUNTY TREASURER	2024 PROPERTY TAX - UNIT C OF FIRST AMENDMENT TO SURVEY MAP AND PLANS AND BSP	\$ 5.00	finance
342154	2/22/2024	19044	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 37.69 ACRES CONSERVATION EASEMENT	\$ 637.00	finance
342151	2/22/2024	19056	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 40,000 ACRES SE1/4 NE1/4	\$ 33.50	finance
342150	2/22/2024	19298	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - CAMPBELL LAKE RD	\$ 33.50	finance
342149	2/22/2024	19617	SKAGIT COUNTY TREASURER	2024 PROPERTY TAX - (0.0720 AC) BAT E1/4 C, SECTION 24, TOWNSHIP 34	\$ 301.00	finance
342148	2/22/2024	20029	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 20 ACRES S1/2 SE1/4 NE1/4	\$ 10.00	finance
342147	2/22/2024	20134	SKAGIT COUNTY TREASURER	PROPERTY TAX 2024 - (0.2500 AC) BAT SE C LT 22 BLK 3 SOUNDVIEW TO SIMILK	\$ 301.00	finance
342146	2/22/2024	21664	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 0.3 ACRES (DK12)	\$ 13.89	finance
342153	2/22/2024	21669	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - WTP 9.93 ACRES 14489	\$ 76,015.73	finance
342152	2/22/2024	21670	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 14549 RIVERBEND RD	\$ 30.63	finance
342145	2/22/2024	21746	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 14453 RIVERBEND RD 13.6 DK 17 WTP	\$ 769.30	finance
342155	2/22/2024	21797	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - RIVERBEND RD .200 DK 17	\$ 12.64	finance
342569	2/22/2024	232068	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - MOTOR/FAN REPAIR AT PUBLIC SAFETY BUILDING	\$ 507.89	pw1
342144	2/22/2024	32547	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - 9.3200 AC HAVEKOST RD	\$ 10.00	finance
342143	2/22/2024	33387	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - (2.1100 AC) TR 230X400 IN SE1/4 SE1/4 NW1/4-2.11AC	\$ 10.00	finance
342246	2/22/2024	60001420	PACWEST MACHINERY, LLC	PARTS FOR EQUIP #4002	\$ 689.56	dshop
342141	2/22/2024	60751	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - LAKE CAMPBELL, LOTS 1 THRU 24 ETC.	\$ 10.00	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342139	2/22/2024	60752	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - LAKE CAMPBELL TO ANA BLK 13 ALL	\$ 10.00	finance
342138	2/22/2024	60763	SKAGIT COUNTY TREASURER	2024 PROPERTY TAXES - LAKE CA	\$ 10.00	finance
342137	2/22/2024	60777	SKAGIT COUNTY TREASURER	PROPERTY TAX 2024 - 2018 LAKE CAMPBELL TO ANA ALL BLKS 54 &	\$ 10.00	finance
342556	2/22/2024	9336094954	GRAYBAR ELECTRIC COMPANY, INC	OUTDOOR FIBER DISTRIBUTION CLOSURE	\$ 527.24	fiber
342239	2/22/2024	I6629339	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 885.85	wdist
342320	2/22/2024	INV29978	SEAWESTERN, INC.	SUSPENDERS	\$ 77.74	medic
342329	2/22/2024	MEB0008	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT RAW	\$ 63.00	dwtp
342135	2/22/2024	ReimbHamburg	HAMBURG, CORRIN	OPERATOR CERTIFICATION - CH GROUP IV	\$ 229.00	dwwtp
342136	2/22/2024	ReimbHamburg	HAMBURG, CORRIN	INCINERATOR OPERATOR CERTIFICATION - CH	\$ 50.00	dwwtp
342590	2/22/2024	U335882	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 1,010.83	wdist
342243	2/23/2024	106800	HCI STEEL BUILDINGS, LLC	MAINTENANCE - PLANT	\$ 272.00	dwwtp
342566	2/23/2024	1677925	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 82.50	dwtp
342582	2/23/2024	19574	TRANSPORTATION SOLUTIONS INC	PUBLIC RIGHT-OF-WAY ADA SELF-	\$ 4,903.50	pw1
342565	2/23/2024	231863	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - HVAC REPAIR AT PUBLIC SAFETY BUILDING	\$ 646.42	pw1
342572	2/23/2024	235274	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - LIBRARY	\$ 3,356.48	pw1
342575	2/23/2024	235797	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - REPAIR AT FIRE STATION 1	\$ 881.41	pw1
342237	2/23/2024	240199	T-SHIRTS BY DESIGN	ANNUAL WORK UNIFORMS	\$ 1,840.90	wdist
342322	2/23/2024	4262884	LTI, INC.	SUPPLIES FOR STREET DEPT	\$ 6,570.33	dshop
342236	2/23/2024	BINV0011186	GOBLE SAMPSON ASSOCIATES, INC	MAINTENANCE SUPPLIES - PUMP STATIONS	\$ 871.41	dwwtp
342310	2/23/2024	I6629463	HD FOWLER COMPANY INC	SUPPLIES FOR WATER MAINTENANCE	\$ 6,678.30	wdist
342591	2/23/2024	U436155	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 41.63	wdist
342321	2/23/2024	U436175	CORE & MAIN LP	SUPPLIES FOR WATER MAINTENANCE	\$ 443.11	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342532	2/24/2024	00005W5A83084	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 2-24-24	\$ 12.41	apd
342331	2/26/2024	12P45198	MOTOR TRUCKS, INC	PARTS FOR VEHICLE #607	\$ 136.63	dshop
342545	2/26/2024	13936526	HACH COMPANY	TITRATOR SUPPLIES	\$ 1,524.64	dwtpt
342309	45348	22-253-FAC-0011	OVERHEAD DOOR CO	RETAINAGE RELEASE	\$ 6,617.70	pw1
342248	2/26/2024	23-239-FAC-0011	NORTHWIND FENCE CO, LLC	RETAINAGE RELEASE	\$ 1,915.00	pw1
342525	2/26/2024	240207	T-SHIRTS BY DESIGN	LOGO EMBROIDERY UNIFORMS	\$ 156.67	medic
342529	45348	814815	MISTER T'S AWARDS &	NAME BADGE - COMMISSIONER	\$ 27.15	hr
342548	2/26/2024	9336133064	GRAYBAR ELECTRIC COMPANY, INC	DROP CABLES, OPTITAP TO SC/APC	\$ 8,732.73	fiber
342580	2/26/2024	C59170A	INDUSTRIAL/ORGANIZATIONAL	FIRE TESTING MATERIALS	\$ 342.00	hr
342328	2/26/2024	PS-INV107749	WHITNEY EQUIPMENT CO INC	MAINTENANCE SUPPLIES	\$ 1,207.56	dwwtpt
342585	2/27/2024	63259096	ROBERT HALF INTERNATIONAL INC.	TEMPORARY STAFFING - FINANCE DEPARTMENT	\$ 2,830.40	finance
342540	2/27/2024	DRDG.FX.60642969	DEPARTMENT OF HEALTH	DRUG DOG HANDLERS K9 REGISTRATION 2024	\$ 55.00	apd
342531	2/27/2024	INV30130	SEAWESTERN, INC.	1 YEAR COMPRESSOR AIR TEST KITS	\$ 587.52	medic
	Total				\$ 362,135.41	



City Council Agenda Bill

Meeting Date: March 4, 2024 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: O Avenue ADA & Sidewalk Connectivity Project #24-090-TRN-001

Staff Contact(s): Andrew Rheaume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$116,000.00 to PNW Civil, Inc. to perform the O Avenue ADA and Sidewalk Connectivity Project. The project provides for infrastructure within the Right-of-Way of O Avenue from 18th Street to 20th Street including completing the sidewalk on 18th Street between Commercial Avenue and O Avenue. This project includes, but is not limited to, cement concrete traffic curb and gutter, cement concrete sidewalk, cement concrete ADA ramps, and asphalt patching.

Background:

1. **History:** The City is performing this project as part of the ongoing effort to provide safe pedestrian walkways around town.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$116,000.00.
 - The Contractor shall complete the work by June 30, 2024.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with PNW Civil, Inc.

Budget Impact:

Contractor	PNW Civil, Inc.
Contract Amount	\$116,000.00
Earmarked Funds	\$200,000.00

BARS #	105.720.595.61.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	6/30/2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-090-TRN-001 with PNW Civil, Inc. in the amount of \$116,000.00 to perform the O Avenue ADA and Sidewalk Connectivity Project.

Alternative Actions: Not award the contract

Attachments (listed in order presented):

1. 24-090-TRN-001



CONTRACT #24-090-TRN-001

AGREEMENT WITH
PNW CIVIL, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and CONTRACTOR, a private contractor at PNW Civil, Inc., PO Box 30498, Bellingham, WA 98228 (herein after referred to as "Contractor").

PROJECT
O AVENUE ADA & SIDEWALK CONNECTIVITY

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the O Avenue ADA and Sidewalk Connectivity project, as detailed in Exhibit A, which is attached hereto and incorporated by reference. Work is subject to the City of Anacortes Engineering Standards which are hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above on a time and materials basis not-to-exceed **One Hundred Sixteen Thousand Dollars (\$116,000.00)**. Rule 171 applies. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by June 30, 2024.
5. **Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Justin Symonds (360) 299-1972.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions, Exhibit A, and the City of Anacortes Engineering Standards are included in this Contract Agreement.

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

Owner:
City of Anacortes

Date

Contractor:
PNW CIVIL, INC.

Date

Contractor License #

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

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

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

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

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

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

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

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

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

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

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

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manager approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. "Subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Contractor of any responsibility to carry out the Contract,
- b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
- c. Create any contract between the City and the Subcontractor, or
- d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall 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; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. 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.

8. Chemical Hazard Safety

- a. **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.
- b. 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.
- c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

9. 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.

10. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

11. 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.

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

13. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

14. Inspection.

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

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

15. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

16. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

17. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

18. Insurance.

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor within 10 days of contract execution and before scheduling of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

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

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

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 on any purchase order, quote, invoice, Contractor's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

21. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

22. 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.

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

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 the Scope of Services under this Agreement has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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 they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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 City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

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

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; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

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, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

34. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@cityofanacortes.org

CONTRACTOR:

PNW Civil, Inc.
Tyler Andrews
PO Box 30498
Bellingham WA 98228
tylera@pnwcivil.com

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



February 16, 2024

City of Anacortes
Attn: Justin Symonds
904 6th Street
Anacortes, WA 98221
Phone: 360-299-1972 / Email: justins@cityofanacortes.org

RE: Proposal – ADA Improvements

PNW Civil, Inc. is submitting this Proposal per the site visit with Justin Symonds on 2-13-24. Scope of work will be improving curb, sidewalk, and ADA ramps. Attached is a map showing where the improvements are proposed. PNW assumes the following in this proposal:

- Prevailing wages and associated paperwork will be completed by PNW.
- Performance and payment bonds aren't included. PNW can provide if requested. PNW assumes 10% retainage option is available in place of bonds to keep costs reduced as overall contract value is less than \$150,000.00.
- All work is completed in 1 mobilization, and work to begin in March, 2024. The scope of work will take approximately 3 weeks to complete depending on weather. Concrete pours are assumed to occur during dry weather without freezing temperatures.
- All work will be completed with shoulder closures, and flagging isn't required.
- Sidewalks will be closed, and pedestrians will detour to other side of the street.
- PNW assumes a small laydown area is available within the proximity of our work zone.
- PNW assumes multiple work zones can be worked at the same time. PNW will keep each location clean and continuously work each zone once started with the exception of concrete cure time.
- PNW will field fit each location, and survey isn't required. Layout will be reviewed with the City of Anacortes official at each location prior to concrete placement.
- PNW assumes 40 hour work weeks Monday thru Friday, 7:00am to 5:00pm, as our typical work hours.
- Any testing required will be completed by the City of Anacortes.
- Any permits required will be completed by the City of Anacortes.
- Landscaping restoration – Any sod removed will be backfilled with topsoil and seeded where existing sod isn't reinstalled. Establishment of grass seed is assumed to be by others. PNW will prune shrubs as required for construction access. Replacement of plants isn't assumed as required.
- Curb and sidewalk removal will be taken to the nearest joints.

PNW pricing by location is:

Item #	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$8,400.00	\$8,400.00
2	Traffic Control	1	LS	\$2,300.00	\$2,300.00
3	Demolition	1	LS	\$14,900.00	\$14,900.00
4	Excavation	86	CY	\$96.00	\$8,256.00



5	CSTC	87	TONS	\$106.00	\$9,222.00
6	Curb & Gutter	169	LF	\$68.00	\$11,492.00
7	Pedestrian Curb	92	LF	\$86.00	\$7,912.00
8	Sidewalk	176	SY	\$95.00	\$16,720.00
9	Driveway	109	SY	\$118.00	\$12,862.00
10	ADA Ramps	3	EA	\$2,700.00	\$8,100.00
11	Topsoil & Grass Seed	17	CY	\$265.00	\$4,505.00
12	ACP Patching Allowance	8	TONS	\$870.00	\$6,960.00
	Subtotal				\$111,629.00
	WSST – Use Tax Included				N/A
	Total w/ WSST				\$111,629.00

Item clarifications and descriptions of work:

- Item 1 – Mobilization
 - o Mobilize to site, management of work, required paperwork, and supply of sanican for PNW's crew.
- Item 3 – Demolition
 - o Sawcutting of concrete and asphalt.
 - o Removal of existing concrete and asphalt as needed.
 - o Homeowner encroachment into the ROW – any items to be salvaged are assumed to be completed by others prior to PNW starting. PNW can assist as directed by the City, and proposes this be completed on a Time and Materials basis if needed.
- Item 4 – Excavation
 - o Quantity assumes an 8" section for flatwork – 4" concrete and 4" CSTC placement. At concrete driveways this assumes a 10" section to accommodate 6" of concrete placement. The quantity assumes 1' of working space for forming beyond edge of concrete.
- Item 5 – CSTC
 - o Quantity assumes a uniform layer of 4" of CSTC to be placed.
- Item 6 – Curb & Gutter
 - o New curb and gutter is assumed in front of the ADA ramp locations, and will be replaced to the nearest joints.
- Item 7 – Pedestrian Curb
 - o Installed at the new ADA ramps.
- Item 10 – ADA Ramps
 - o The quantity of 3 represents 3 locations where double ramps will be installed. A double ramp is one corner where sidewalks intersect, and ADA ramps face both directions.
- Item 12 – ACP Patching Allowance
 - o This item is an allowance. PNW intends to replace the existing curb and gutter without disturbing the asphalt. In the event asphalt must be removed/replaced this item will be used. The quantity reflects a 2' asphalt patch in front of all the curb and gutter to be replaced.



Exclusions:

Permits, engineering, bond (PNW can provide if requested by Owner), survey, testing, obstructions, rock excavation, dewatering, subgrade preparation other than compacting native material, rain concrete protection, damage to fresh concrete by others, utility conflicts and disconnect of utilities, traditional trenching is assumed not requiring vector truck trenching, private utility locates, landscaping repairs except as noted above, hazardous materials handling/disposal, and other work not identified above.

Please let me know if you have any questions on the above; my cell phone is 360-739-2072. Thank you for the opportunity to provide this Proposal, and I look forward to hearing back from you.

Sincerely,

Tyler Andrews
President



City Council Agenda Bill

Meeting Date: March 4, 2024 **Agenda Item:** 6.a.

Agenda Item Title: Solarize Skagit Presentation

Staff Contact(s): MATT MILLER

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jennifer Tottenham	Presentation
MATT MILLER	

Item Summary: Solarize Skagit Presentation
Presenters: Mary Wohleb, Marylee Chamberlain

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Solarize Skagit Campaign - 2024 Anacortes
2. Solarize Skagit Brochure



Solarize Skagit
City of Anacortes

Skagit Valley Clean Energy Alliance

- We are a 501 c(3)
 - We are an affiliate of the Skagit County Clean Energy Co-op
- What we do
 - Solarize Campaign
 - Grants for public buildings





Our Partner: Olympia Community Solar

501c(3) non-profit

**Mission: an equitable and
accessible transition to
clean energy.**



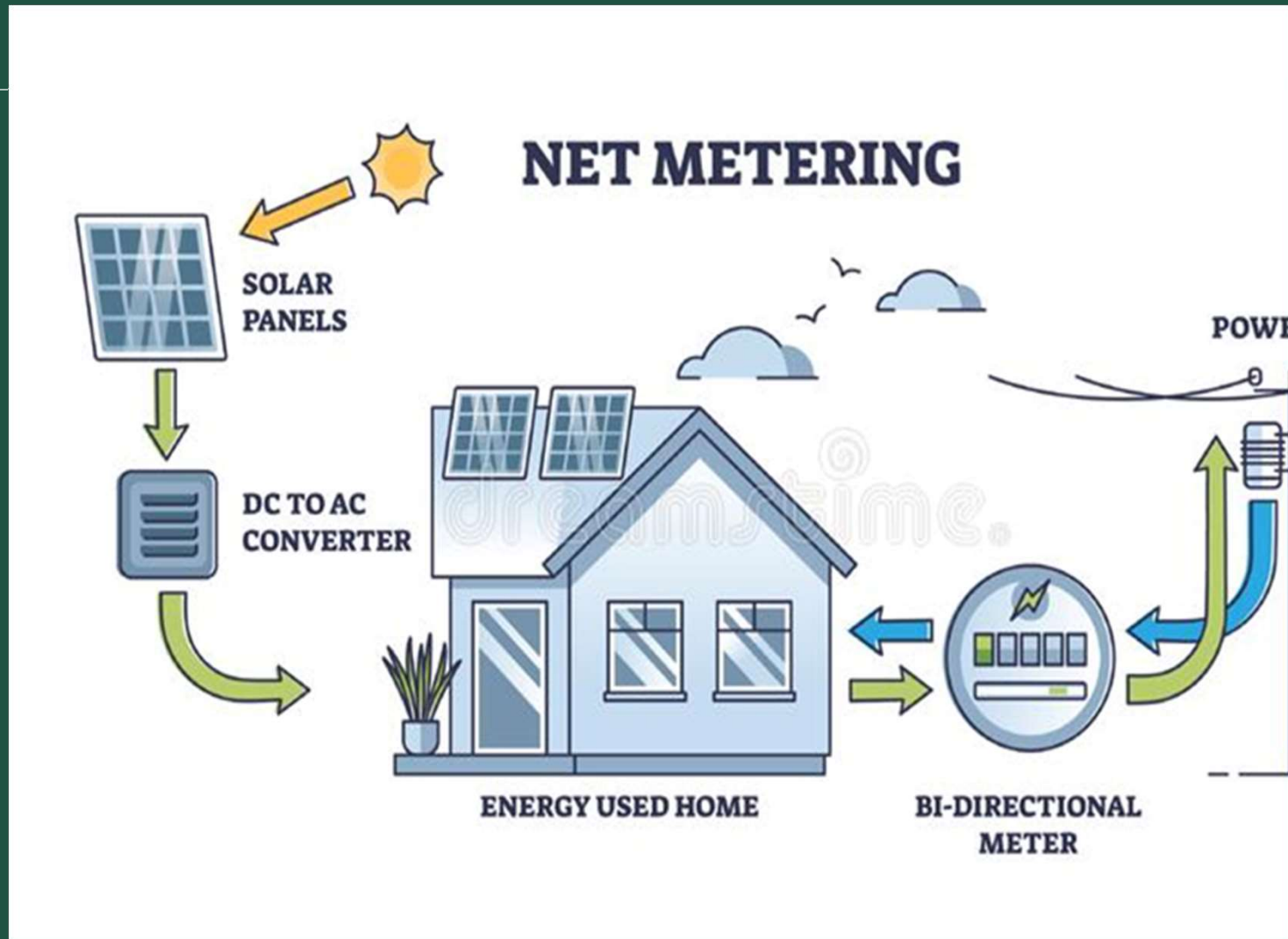


What we will cover:

- How net metering works
- About the Solarize Campaign
- 2023 Results
- 2024 Timeline and Enrollment
- How Anacortes can support us



How does net metering work?





Solarize Skagit

What are the benefits of Solarize?

Successful Solarize Projects in WA



Solarize Queen Anne

2012 - 56 Installations

237 kW



Solarize Mercer Island

2014 - 47 Installations

320 kW



Solarize Whatcom

2016 - 48 Installations

340kW



Solarize

Benefits

Simplicity



Affordability



Security



Sign up
online

Simple- One Stop Shopping



Enroll via our online form @ www.skagitvce.coop or <https://olysol.org/solarize/>

Affordable



Qualify for a 30% Federal Tax Credit

No WA state sales tax

Limited time group purchase rate

Financing available



Return on Investment Scenario

Electrical use:

Typical 1700 sf home in Skagit County uses 13,200 kWh/year. = \$1,717/year

With Solarize

For 13,200 kWh/year you need 12 kWh of solar @ \$2.47*/watt = \$29,640

Subtract 30% tax incentive - \$8,460

Total: \$20,748

*This year solar bids are coming in between \$2.33-\$2.61/ watt. Lower than it has been in 5 years.



Solarize Skagit

Return on Investment

Electric bill is reduced to \$84/ year. \$1,717 minus \$84
Savings is \$1632 annually

\$20,748 solar investment divided by annual savings (\$20,748/
\$1,632) = **ROI in 12.7 years.**

- 25 year Solar Warranty
- PLUS: Added home value with solar is 4.1% *

*According to a study done by Zillow



Solarize Skagit

Secure

SVCEA with Olympia Community Solar:

- Pre-vets and selects qualified solar contractors
- Negotiates special pricing
- Conducts a time-limited campaign
 - Host the enrollment process,
 - communicate with partners, and
 - evaluate performance.



2023 Countywide Summary

- 6 Jurisdictions participated
- 125 leads
- 9 installations
- Converted 95.68 kw to solar energy
- Average KW/installation: 10.63

Challenges:

- Late start getting inserts in utility bills
- Interest rates started to rise in April
- Many cannot afford the upfront cost



Solarize Skagit

2023 Solar Installations



Anacortes



Mount Vernon



La Conner

Solarize 2024



- Lower PV (solar) Cost: \$2.33-\$2.61/watt vs 2.81/wt
- 100% Washington- Silfab in Burlington
- Financing – Partner with Puget Sound Community Credit Union for reduced rate loans
- Expanded Campaign – Whatcom, Island counties, City of Kenmore and Walla Walla



Solarize Skagit

Additional Services



- Battery Backup
- Level 2 Electric Vehicle Charger (240 volt)
- Home Energy Audit
 - Community Energy Challenge
 - Opportunity Council and Sustainable Connections



Solarize Skagit Campaign Timeline →



Solarize Skagit

**We will support 50 homes
and/or businesses to
install solar in Skagit
County**

February 2024

Secure group purchasing contracts

March 1, 2024

Campaign Launch

March - July 4th 2024

Outreach & Enrollment

March 2024 - Dec 31, 2024

Installation

Next Steps

- We want your help get the word out through your communication channels— like the city webpage and insert in utility bill, etc.
- If support with a utility bill insert, we will need billing timeline and # copies for us to print.



Solarize Skagit

Contact Us

Skagit Valley Clean Energy Alliance

www.skagitvce.coop

Mary@skagitvce.coop

(360)-391-0544

or

olysol.org/solarize/



Group Purchasing makes solar easy and affordable.

Now through July 4th, this program will support 50 residents and businesses in Skagit County to access solar at reduced prices!

Solarize is a group purchasing model used throughout the country to reduce costs and simplify the solar installation process. Combining demand allows installers to purchase equipment in bulk – saving you money.

SIGN UP TODAY



Skagit Valley
**CLEAN
ENERGY
ALLIANCE**

solarizeskagit.org
(360) 481 - 4020

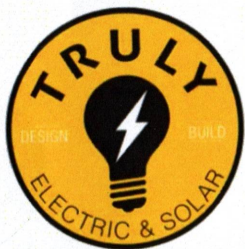


SOLARIZE
SKAGIT



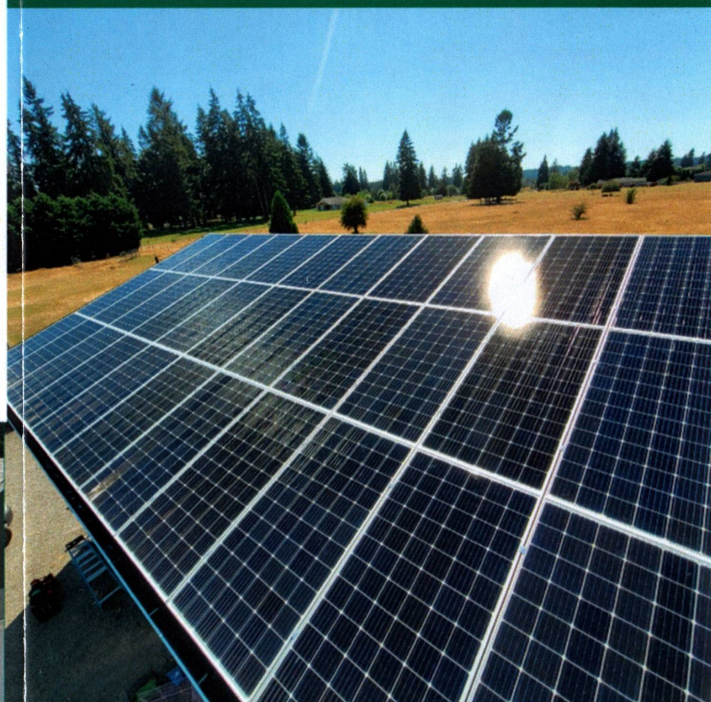
LOCAL INSTALLERS

Solarize Skagit is exclusively partnering with vetted, local installers who offer high quality made-in-Washington equipment, financing options, and special discounted prices from March-July 4th 2024.



BENEFITS

- Free Home Assessments
- Discounted Prices
- Made-In-Washington Equipment
- Save Money on Your Electric Bill
- 30% Federal Tax Credit
- Generate Clean Energy!

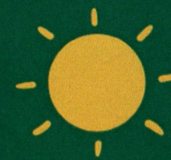


EASY, SECURE & AFFORDABLE LOCAL SOLAR

Installing solar on your home can be a daunting process: from perceived costs, to complicated technical details, to figuring out which installers to choose.

To address these challenges and to support homeowners, the Skagit Valley Clean Energy Alliance is launching a solar group purchasing program to make going solar simple, accessible, and secure.

Sign up at solarizeskagit.org and one of our Solarize installers will contact you to schedule your free solar assessment.



solarizeskagit.org



City Council Agenda Bill

Meeting Date: March 4, 2024 **Agenda Item:** 6.b.

Agenda Item Title: Commercial Avenue Complete Streets Project Phase I Update

Staff Contact(s): Andrew Rheume, ROBERT HOXIE

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

Sidney Neel
Andrew Rheume

Discussion

Item Summary: Consultants from Alta will present their current status on Phase I of the Commercial Ave. Complete Streets Project and answer questions sent to them from Council.

Budget Impact:

Previous Action:

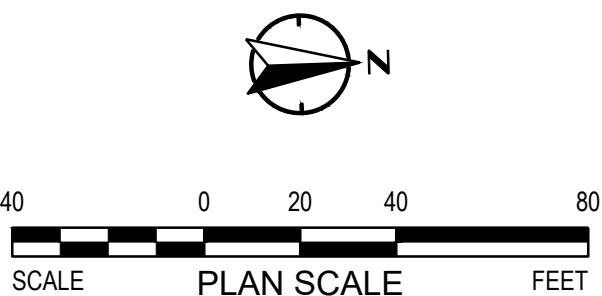
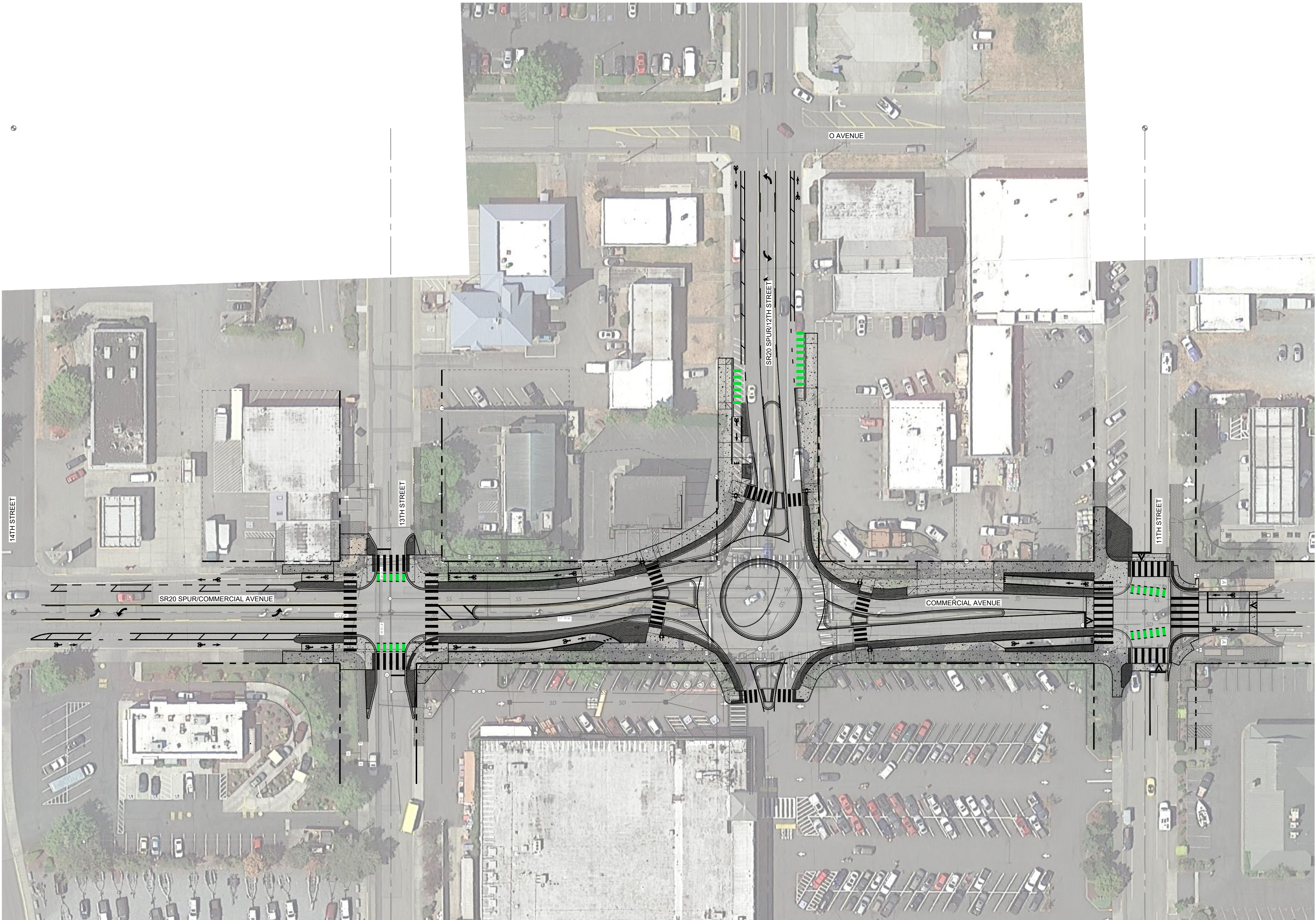
Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Commercial Avenue and 12th Street Roundabout Design
2. Public Comment Submission - Sarah Roberts
3. Public Comment Submission - Natalie Clark

Dwg filename: N:\Shared\PROJECTS\201900-2019-240 Anacortes WA - Commercial Ave '11th St to 13th St Design\CAD\01_Plan\2019-240_TS.dwg Last saved by: maddiemuller Plot date: 6/6/2023 1:47 PM Plotstyle table: ALTA NCS Standard.ctb



PROJECT NO: 00-2019-240
DESIGNED BY: MEM
DRAWN BY: MEM
REVIEWED BY: KDC
DATE: 5.21.2023
SCALE: AS SHOWN

MARK	DESCRIPTION	ISSUE	DATE	INITIAL



alta
1402 3rd Avenue, # 206 | Seattle, WA 98101
206-735-7466 | allago.com



COMMERCIAL AVE
CORRIDOR PLAN PHASE 1
19-095-TRN-001

PO BOX 547
904 6TH STREET
ANACORTES, WA 98221

SHEET TITLE
ANACORTES, WASHINGTON
COMMERCIAL AVENUE, 11TH STREET TO 13TH STREET
SIGNING & STRIPING PLAN

SHEET NO.
TS100
SHEET # OF 4

CONCEPT DESIGN

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Monday, March 4, 2024 7:06:49 PM

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

Submitted by: Sarah Roberts
Email Address: saraharoberts@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1090/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Regarding the Safeway roundabout project: it seems to me that making a 4 way stop on 11th and commercial would completely eliminate any benefit in efficiency that a roundabout affords, since all the traffic would be constrained to one at a time stop/go. A 4 way stop would completely prevent a roundabout from achieving any kind of flow effect. I am strongly against the idea of a 4 way stop on 11th.

From: [No Reply](#)
To: [CityClerk](#)
Subject: Public Comment Submission
Date: Monday, March 4, 2024 7:06:09 PM

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

Submitted by: Natalie Clark
Email Address: clark.natalie.k@gmail.com

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/1090/overview>
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Thank you for the chance to comment. I'm sorry I could not be there in person tonight. I own Sugar Mama Cafe, one gorgeous block from where you're sitting tonight. I employ 13 people, most of whom live in Anacortes. My family and I live on this island, and my son attends the middle school. At Sugar Mama Cafe, we are in the midst of our first winter in a tourist town, and all I can say compared to our sales when we opened this summer is "ouch." I do find it odd that Anacortes is so enamored with traffic circles, but I'm not here to question the design. I'm asking that you please DO NOT do this project during tourist season. We already have the challenge of visitors turning off toward the ferry before they reach downtown. If you route them up to D before they even get to the north end, the downtown businesses will starve. We've seen two downtown restaurants close so far in 2024. We are fighting to stay open in the current economy, and if you cut off our lifeline during even a single tourist season, you'll see alot more of us gone by the time the project is done. Anacortes has positioned itself as a tourist destination, so preserving businesses worth visiting should be a priority. I encourage you to include clauses in your contract with the developers to ensure that construction completes within timelines and that the project itself takes place during the slowest traffic season. Thank you for your time!



City Council Agenda Bill

Meeting Date: March 4, 2024 **Agenda Item:** 6.c.

Agenda Item Title: Ordinance 4074: Title 9 Update

Staff Contact(s): DARCY SWETNAM, DAVE FLOYD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Ordinance
DARCY SWETNAM	
STEVE HOGLUND	

Item Summary: Proposed Title 9 amendments would add misdemeanors for disorderly conduct and provoking assault. Police have identified that this tool existed prior to the recent update to Title 9, but they were removed from our local code, which has limited APD's options. Chief Floyd have proposed the changes in the ordinance.

Budget Impact:
NA

Previous Action: First read on [2/20/2024](#).

Recommended Motion: Adopt Ordinance 4074.

Alternative Actions: NA

Attachments (listed in order presented):

1. Ordinance 4074 Title 9 Update Draft - Disorderly and Provoking Updated

**City of Anacortes
Ordinance No. 4074**

An Ordinance Amending Title 9 to add the Crime of Disorderly Conduct and Provoking Assault.

Whereas RCW 35.23.440(30) authorizes the City to provide for the regulation of the Police Department; and

Whereas Ordinance 4045 was adopted on April 10, 2023 updating Title 9 in response to State v. Blake and recent state legislation; and

Whereas Ordinance 4051 was adopted on June 12, 2023 amending Title 9 to comply with SB 553, effective July 1, 2023; and

Whereas the City has identified issues with the newly-adopted provisions of Title 9 that limit enforcement capabilities; and

Whereas RCW 9A.84.030's criteria for Disorderly Conduct does not rise to meet the City's specific needs; and

Whereas persons intentionally conducting themselves in a noisy, riotous or tumultuous manner by the use of profane, vulgar, abusive, or indecent language can cause alarm and unreasonably disturb the peace; and

Whereas persons who by word, sign or gesture, willfully attempts to provoke an assault creates a danger for the City; and

Whereas the City desires to minimize the public safety risks posed by intentional disorderly or provoking conduct;

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

Section I: That Chapter 9.16 of Title 9 of the Anacortes Municipal Code ("AMC") is amended as follows:

Existing AMC Section 9.16.010, Adoption by reference, is amended to remove reference to RCW 9A.84.030 Disorderly conduct.

New AMC Section 9.16.050 Disorderly Conduct is adopted as follows:

9.16.050 Disorderly Conduct.

A. A person is guilty of disorderly conduct if the person:

1. Uses abusive language and thereby intentionally creates a risk of assault; or
2. Intentionally disrupts any lawful assembly or meeting of persons without lawful authority; or

3. Intentionally obstructs vehicle or pedestrian traffic without lawful authority; or

4. Intentionally behaves in a noisy, riotous or tumultuous manner by the use of profane, vulgar, abusive, or indecent language, knowing that such conduct is likely to cause reasonable affront or alarm or will unreasonably disturb the peace and quiet of the city; or

5. ~~Shall Intentionally engages in fighting~~ ~~be found fighting~~ in the city.

B. Disorderly conduct is a misdemeanor.

New AMC Section 9.16.060 Provoking assault is adopted as follows:

9.16.060 Provoking Assault.

A. Every person who by word, sign or gesture, willfully provokes, or attempts to provoke, another person to commit an assault is guilty of provoking assault.

B. Provoking assault is a misdemeanor.

Section II: Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof may not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section III: This ordinance shall take effect five (5) days from and after its passage, approval and publication in the manner required by law.

PASSED and APPROVED this ____ day of February, 2024.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney



City Council Agenda Bill

Meeting Date: March 4, 2024 **Agenda Item:** 6.d.

Agenda Item Title: Interlocal Amendment with Skagit County for Indigent Defense Screening Services #24-019-MCT-001

Staff Contact(s): Emily Schuh

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

Item Summary: City staff seeks Council consent to execute an amendment to interlocal #24-019-MCT-001 with Skagit County to expand the services of the Indigent Defense Screening to include both in-custody and out of custody defendants, as well as provide consistency in the review process.

Background:

1. **Reason for Contract Change:** Skagit County will now screen both in-custody and out of custody defendants to determine whether they are eligible for the Public Defender's services or not. There will be a sliding scale and partial payment option to ensure consistency across court systems in Skagit County. The modification will provide consistency in the indigency review process. The City will be charged \$40 per defendant screened. We will cease using the services of a private contractor to provide these services. Previously we were paying \$400/month for these services.
2. **History:** Before the interlocal was executed, in custody individuals were assigned by the bench to the City of Anacortes Public Defender without financial screening. The City utilized a screener for customers who were not in custody.

Budget Impact:

Previous Action: Interlocal [24-019-MCT-001](#) was approved at the [12/4/2023](#) City Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign an amendment to interlocal #24-019-MCT-001 with Skagit County for Indigent Defense

Screening Services.

Alternative Actions: Not approve the amendment.

Attachments (listed in order presented):

1. 24-019-MCT-001 Amendment 1

AMENDMENT #1
ORIGINAL AGREEMENT # C20230584

City of Anacortes, hereinafter called “City”, and Skagit County, hereinafter called “County”, agree to amend Agreement No. **C20230584**, as set forth below under “Terms of Amendment”.

TERMS OF AMENDMENT: Amendment #1 shall replace language in #2, 2.1-2.3 RESPONSIBILITIES, and #3 TERM OF AGREEMENT, to reflect the implementation of out-of-custody financial screening interviews.

2. **RESPONSIBILITIES:** The Office of Assigned Counsel, County, agrees to provide the City of Anacortes with assigned counsel screening services for individuals in and out of custody. The screening shall consist of an independent confidential interview and determination of indigence for those persons referred by the Municipal Division of the Skagit County District Court, pursuant to RCW 10.101.020.

2.1 The interviews will be conducted in the Skagit County Community Justice Center and the Skagit County Office of Assigned Counsel. The interview process ensures that only those meeting financial eligibility standards are provided with counsel at City expense, determined by 125% of the current federally established poverty level.

2.2 Upon completion of the financial interview, an appointment of counsel referral will be sent to the City of Anacortes Public Defender for notification of representation for indigent defendants.

2.3 Those found “Indigent and Able to Contribute” while in-custody, will be given the option to sign a promissory note agreement toward their attorney fees or assigned an attorney on a provisional basis (Release Only). They shall be directed to follow-up with the Skagit County Office of Assigned Counsel upon release from custody for further determination of indigency. Out-of-Custody Individuals found “Indigent and Able to Contribute” will be given the option to sign a promissory note agreement. All executed Promissory Note Agreements shall be sent to The City of Anacortes for tracking and collection of payments.

3. **TERM OF AGREEMENT:** The term of this agreement shall be from **April 1st, 2024 through December 31st, 2026**. City and County shall evaluate effectiveness and economies achieved by the agreement and may extend the agreement by subsequent written document.

All other terms and conditions of the original contract shall remain in effect.

CITY OF ANACORTES

Matt Miller, Mayor

ATTEST:

Clerk, City of Anacortes

APPROVED AS TO FORM:

Attorney, City of Anacortes

DATED this ____ day of _____, 2024.

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



City Council Agenda Bill

Meeting Date: March 4, 2024 **Agenda Item:** 6.e.

Agenda Item Title: Ordinance 4073: Adoption of Updated Washington State Building Codes

Staff Contact(s): Rob Frisinger

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
GREG FRANCIOCH	Ordinance
John Coleman	
STEVE HOGLUND	

Item Summary: Ordinance 4073 amends AMC Chapter 19.14 to implement the most current state building codes consistent with the Washington State Building Code Council's requirements. Washington State requires all jurisdictions to adopt and implement the updated codes by March 15, 2024. The most significant changes are the amendments to the Washington State Energy Code and the adoption of the Wildland - Urban Interface Code. The updated Washington State Energy Code encourages the use of electric appliances over natural gas appliances, but still allows the use of high-efficiency gas appliances. The Wildland - Urban Interface (WUI) Code had never been adopted by the state before this update cycle. The WUI essentially requires defensible space between structures and forested areas, or other means to protect the structure long enough for inhabitants to escape the building, such as fire-resistant materials and/or a source of water (fire hydrant) to fight the fire.

At council's first read of this ordinance, council requested that staff remove the proposed fee amounts from the ordinance. Staff removed the flat fee for re-roof permits. Staff retained the reference to the \$500 penalty fee, because that is not a new amendment; the same language already exists. This amendment just changes the numerical reference which changed in the building code (from Section 108.5 to Section 115.4).

There is a larger issue of fees in being listed in the AMC. Currently, all permit/inspection related fees are in AMC Chapter 19.14. Staff intends to migrate all the permit/inspection fees into the unified fee schedule, but that will be a large project that will be undertaken under a different ordinance. The fees have remained unchanged since at least 2013, so when staff makes the effort to move the fees out of the AMC, staff will use the opportunity to make sure the fees are up-to-date and relevant.

Also, at the request of the Council, the format of the adopting language has been updated. Any changes to the AMC are shown as standard underlines or strike-throughs. Any changes that the city intends to make to the International Codes or Unified Plumbing Code are shown as if we have completely thrown-out the 2018 versions and are starting fresh with the 2021 versions. Thus, any section of those codes that the city is amending are shown with strikethrough or underline, even if the city had made the same changes in previous code cycles.

Budget Impact:

None

Previous Action: First read on [2/20/2024](#)

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. 2021 Building Code Update Ord (4)

ORDINANCE NO. 4073

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 International Property Maintenance Code, the International Wildland Urban Interface Code, the Uniform Plumbing Code, the standards for manufactured home installation, the International Energy Efficiency Code and the International Fire Code, and directed that the State Building Code Council to review and recommend amendments to these codes for the Legislature to adopt; and

WHEREAS, the State Building Code Council recommended that the Legislature adopt the 2021 editions of such codes with amendments; and

WHEREAS, the Legislature requires that cities and counties, including the City of Anacortes, adopt the 2021 editions of such codes with the state amendments; and

WHEREAS, the City Council has determined that adoption of the 2021 code editions with certain local amendments is in the public interest;

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, 19.14.025, 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, 19.14.130, and creating a new Section 19.14.065.

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 4th day of March 2024.

WASHINGTON

CITY OF ANACORTES,

By

Matt Miller, Mayor

ATTEST:

Steve Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

Attachment A

(Ordinance No. 4073)

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 2021 Edition, published by the International Code Council, together with all supplements thereto, including the 2018 2021 International Existing Building Code, International Building Code Appendix E and ICC A117.1-2019 (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 2021 Edition, published by the International Code Council, together with all supplements thereto, International Residential Code Appendices F, Q,U and T and subject to the modifications set forth by the state of Washington in chapter 51-51 WAC;
- C. International Fire Code, 2018 2021 Edition; Appendices B, C, D, and ~~K~~ J and subject to the modifications set forth by the state of Washington in chapter 51-54A WAC.
- D. International Mechanical Code, 2018 2021 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. International Wildland-Urban Interface Code, 2018 2021 Edition, published by the International Code Council.
- E-F. Uniform Plumbing Code, 2018 2021 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, Appendices Chapter A , Chapter B and Chapter M; 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 G. International Fuel Gas Code, 2018 2021 Edition, published by the International code Council, together with standards NFPA 58 and NFPA 54;
- G H. International Property Maintenance Code, 2018 2021 Edition; published by the International Code Council, is adopted by reference;
- H I. International Energy Conservation Code, 2018 2021 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 J. 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 K. In case of conflict among the codes numerated in subsections A through H I of this section, the first named code shall govern over those following.
- K L. 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 M. 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 2021 Edition, be and they are adopted by reference with the following amendments:

Section 101.1. Insert City of Anacortes.

Section 103.1. Insert Building Division.

Section 105.2 is amended to read as follows:

105.2 Work exempt from permit.

Building:

~~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 is not greater than 120 square feet (11 m2)~~ does not exceed 144 square feet and the height is less than 12'.
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 or impounding Class I, II or IIIA liquids.
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.

Electrical:

1. ~~Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.~~
2. ~~Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.~~

~~3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.~~

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Section 105.5 is amended to read as follows:

105.5 Expiration.

Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance ~~or after commencement of work if more than 180 days pass between inspections.~~

If the work described in any building permit has not been substantially completed within 24 months of the date of issuance thereof, said permit shall expire. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Work on the project shall not proceed unless a permit renewal fee has been paid. The renewal fee is half of the original building permit fee amount.

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 and seventy five dollars shall be charged for mobile homes placed in mobile home parks, two hundred and sixty-eight for single wide manufactured homes, four hundred and twenty three 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 established by the building official 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:

Sections 113.2-113.4 are not adopted.

113.1 General. In order to determine the suitability of alternate materials and methods of construction ~~hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in~~

~~writing to the appellant with a duplicate copy to the building official 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.~~

~~113.2 Limitations on authority.~~

~~An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.~~

~~113.3 Qualifications.~~

~~The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.~~

~~113.4 Administration.~~

~~The building official shall take immediate action in accordance with the decision of the board.~~

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 2021 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. Other than storm shelters, one-story detached accessory structures, provided the floor area does not exceed ~~200~~ 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.
10. ~~Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.~~

Electrical:

1. Listed cord-and-plug connected temporary decorative lighting.

2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Section R105.5 is amended to read as follows:

R105.5 Expiration.

Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance ~~or after commencement of work if more than 180 days pass between inspections.~~

If the work described in any building permit has not been substantially completed within 24 months of the date of issuance thereof, said permit shall expire. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Work on the project shall not proceed unless a permit renewal fee has been paid. The renewal fee is half of the original building permit fee amount.

R106.3.3 Phased approval.

The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure ~~before~~ after the construction documents for the

whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

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.

R108.2 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. Building permit valuation shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor.

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 R108.6 is amended to read as follows:

R108.6 Work commencing before permit issuance.

Any person who commences work requiring a permit on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the applicable governing authority equal to the amount of the permit fee required by this chapter and said fee shall that shall be in addition to the required permit fees.

Section R112 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 ~~hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The building official shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render decisions and findings in writing to the appellant with a duplicate copy to the building official. 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.~~

~~R112.2 Limitations on authority.~~

~~An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall not have authority to waive requirements of this code.~~

~~R112.3 Qualifications.~~

~~The board of appeals shall consist of members who are qualified by experience and training to pass judgment on matters pertaining to building construction and are not employees of the jurisdiction.~~

~~R112.4 Administration.~~

~~The building official shall take immediate action in accordance with the decision of the board.~~

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 2021 Edition with amendments as adopted by the state of Washington as Chapter 51-52 WAC be and it is adopted by reference.

Section 103.1. Insert Building Division:

Section 109.2 is amended to read as follows:

109.2 Schedule of permit fees.

Where work requires a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. Table M-1 codified in chapter 19.14.170.

113 is amended to read as follows:

113.1 General.

In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, and in order to provide for final interpretation of the provisions of this code, appeals follow the process under AMC table 19.20.030 and appeals 19.20.180, ~~there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the code official.~~

113.2 Limitations on authority.

~~An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have the authority to waive requirements of this code or interpret the administration of this code.~~

113.3 Qualifications.

~~The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.~~

113.4 Administration.

~~The code official shall take immediate action in accordance with the decision of the board.~~

Section 114 is not adopted.

SECTION 114

BOARD OF APPEALS

[A] 114.1 Membership of board.

The board of appeals shall consist of five members appointed by the chief appointing authority as follows: one for 5 years; one for 4 years; one for 3 years; one for 2 years; and one for 1 year. Thereafter, each new member shall serve for 5 years or until a successor has been appointed.

Section 115.4 is amended to read as follows.

115.4 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 guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment 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 116.4 is amended to read as follows:

116.4 Failure to comply.

Any person who shall continue any work 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 subject to fines established by the code official, 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.

19.14.050 Adoption of International Code Property Maintenance Code.

The International Property Maintenance Code, 2018 2021 Edition published by the International Code Council is adopted by reference.

Section 103.1. Insert Building Division

Sections 107 and 108 are amended to read as follows:

107.1 General.

~~In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the code official.~~

[A] 107.2 Limitations of authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board

~~shall not have authority to waive requirements of this code or interpret the administration of this code.~~

~~107.3 Qualifications.~~

~~The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.~~

~~107.4 Administration.~~

~~The code official shall take immediate action in accordance with the decision of the board.~~

107 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.

Section 108 as written in the 2021 IPMC is not adopted.

**SECTION 108
BOARD OF APPEALS**

~~[A] 108.1 Membership of board.~~

~~The board of appeals shall consist of not less than three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall not vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.~~

Section 108 as written in the 2021 IPMC is not adopted.

Section 302.4 is amended to complete the blank follows:
302.4 Weeds.

Premises and exterior property shall be maintained free from weeds or plant growth in excess of 9". Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction per AMC 19.14.030. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Section 602.3 is amended to read as follows:

602.3 Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

Section 602.4 is amended to read as follows:

602.4 Occupiable work spaces.

Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activities.

19.14.060 Adoption of International Fire Code.

The International Fire Code 2018 2021 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 103.1. Insert Building Division

Section 111 is amended to read as follows:

~~111.1 Board of appeals established.~~

~~In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.~~

~~111.2 Limitations on authority.~~

~~An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board~~

~~shall not have authority to waive requirements of this code or interpret the administration of this code.~~

~~111.3 Qualifications.~~

~~The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems, and are not employees of the jurisdiction.~~

~~111.4 Administration.~~

~~The fire code official shall take immediate action in accordance with the decision of the board.~~

111 In order to determine the suitability of alternate materials and type of construction 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 112.4 is amended to read as follows.

112.4 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, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, ~~shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment~~ be liable to a fine of not less than \$500. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 503.1 is amended to read as follows.

~~503.1 Fire access roads per community standards~~

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:
 - 1.1 The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
 - 1.2 Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
 - 1.3 There are not more than two Group R-3 or Group U occupancies.

Section 503.2.2 is amended to read as follows.

503.2.2 Authority

The fire code official shall have the authority to require or permit modifications to the required access widths where they are inadequate for fire or rescue operations or where

they can be met by other means as approved by the fire code official as necessary to meet the public safety objectives of the jurisdiction.

Section 503.6 amended to read as follows.

503.6 Security gates.

The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

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 5704.2.14 is amended to read as follows.

5704.2.14 Removal and disposal of tanks.

Removal and disposal of tanks shall comply with Sections 5704.2.14.1 and 5704.2.14.2.

5704.2.14.1 Removal.

Removal of above-ground and underground tanks shall be in accordance with all of the following:

1. Flammable and combustible liquids shall be removed from the tank and connected piping.
2. Piping at tank openings that is not to be used further shall be disconnected.
3. Piping shall be removed from the ground.

Exception: Piping is allowed to be abandoned in place where the fire code official determines that removal is not practical.

Abandoned piping shall be capped and safeguarded as required by the fire code official.

4. Tank openings shall be capped or plugged, leaving a 1/8-inch to 1/4-inch-diameter (3.2 mm to 6.4 mm) opening for pressure equalization.
5. Tanks shall be purged of vapor and inerted prior to removal.
6. All exterior above-grade fill and vent piping shall be permanently removed.

Exception: Piping associated with bulk plants, terminal facilities and refineries.

5704.2.14.2 Disposal.

Tanks shall be disposed of in accordance with federal, state and local regulations.

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 an Underground Storage Tank Decommissioner or other approved certification.

19.14.065 Adoption of International Wildland Urban Interface Code

The 2021 edition of the International Wildland Urban Interface Code, published by the International Code Council, as adopted by the state of Washington, including section 801 Fire Hazard Severity Form, is hereby adopted by reference.

Section 103.1. Insert Building Division

Table 603.2 is amended to read as follows:

TABLE 603.2 REQUIRED DEFENSIBLE SPACE

WILDLAND-URBAN INTERFACE AREA	FUEL MODIFICATION DISTANCE (feet) ^a
Moderate hazard	30
High hazard	50
Extreme hazard	100

For SI: 1 foot = 304.8 mm.

- a. Distances are allowed to be increased due to site-specific analysis based on local conditions and the fire protection plan.
- b. Space within improved right of ways may contribute towards required defensible space.

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

The Uniform Plumbing Code and Uniform Plumbing Code Standards, 2018 2021 Edition, as adopted by the state of Washington as Chapters 51-56 WAC, be and they are adopted.

Section 104.5 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 104.3.2 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 section 104.5 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 are hereby adopted by reference.

19.14.090 International Energy Conservation Code

The International Energy Conservation Code, 2018 2021 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 are hereby adopted by reference.

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 403 104 of the International Mechanical Code, Section 403 104 of the International Fuel Gas Code and section 104 of the International Wildland -Urban Interface Code. The building official or his designee shall also be deemed the "authority having jurisdiction," as such term is defined in Section 402103 of

the Uniform Plumbing Code, for the purpose of enforcing and administering the provisions of the Uniform Plumbing Code.

19.14.130 Violation—Penalty.

Notwithstanding the provisions of Section 114 of the International Building Code, Section 113 of the International Residential Code, Section 408 115 of the International Mechanical Code, Section 440-115 of the International Fuel Gas Code, Section 112 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 \$500.00.



City Council Agenda Bill

Meeting Date: March 4, 2024 **Agenda Item:** 6.f.

Agenda Item Title: Resolution 3151: Ratifying the Declaration of Emergency and Bidding Waiver for the WTP Generator Controls Upgrade

Staff Contact(s): Andrew Rheume

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

GREG FRANCIOCH
TIFFANY MATSON
Andrew Rheume
STEVE HOGLUND
DARCY SWETNAM

Resolution

Item Summary: City staff seeks City Council approval of Resolution 3151 to ratify the declaration of an emergency and the waiver of state competitive bidding requirements for the upgrade of the generator controls at the Anacortes Water Treatment Plant.

- RCW 39.04.280 provides that the City may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an "emergency" is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- On Tuesday, February 28, 2024 an electrical interruption to the Anacortes Water Treatment Plant (WTP) caused a partial shutdown of the plant and loss of control of the intake station.
- The WTP's current electrical backup power system consists of three diesel fired Caterpillar (CAT) generators with control system components provided by CAT, Eaton and Schweitzer Engineering Laboratories.
- During the electrical failure the backup power system did not function as intended and it has been determined that the root cause is due to the fact the generator controllers are obsolete and are no longer supported, and replacement of the same controllers is no longer available.
- The WTP serves approximately 56,000 residential, commercial and industrial customers and the damage to the electrical system at the WTP causes a state of imminent potential for total failure resulting in the inability to produce potable

water, which could cause property damage and become a high risk to human health and life.

- In accordance with AMC 1.30.090, on February 28, 2024 the Mayor issued a written declaration of emergency and waived procurement and competitive bidding processes for the upgrade of the generator controls.
- The City issued emergency contract #24-097-WTR-001 to N C Power Systems Co. to perform the generator control upgrade for a total fixed price of \$668,681.69. The upgrade includes removing the existing 3.S processors (PLC's), Touchscreen, and B Network Phoenix I/O throughout the switchgear and control panels, and replacing those components with Schneider Electric Ethernet PLC processors running Control Expert software, PowerPlex II transducers, and widescreen touchscreen.
- Generator control upgrade work is "public work" as defined by RCW 39.04.010(4).

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that Resolution 3151 be approved ratifying the declaration of an emergency and the waiver of state competitive bidding requirements for the public work project titled WTP Generator Control Upgrade, pursuant to RCW 39.04.280.

Alternative Actions: Not approve the resolution.

Attachments (listed in order presented):

1. Resolution 3151
2. Mayor's Declaration of Emergency - WTP Generator Controls
3. 24-097-WTR-001

RESOLUTION 3151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, ratifying the declaration of an emergency and the waiver of state competitive bidding requirements for the Anacortes Water Treatment Plant generator controls upgrade, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City may waive competitive bidding requirements for public works in the event of an emergency. For purposes of RCW 39.04.280, an “emergency” is any unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; and

WHEREAS, on Tuesday, February 28, 2024 an electrical interruption to the Anacortes Water Treatment Plant (WTP) caused a partial shutdown of the plant and loss of control of the intake station.; and

WHEREAS, the WTP’s current electrical backup power system consists of three diesel fired Caterpillar (CAT) generators with control system components provided by CAT, Eaton and Schweitzer Engineering Laboratories.; and

WHEREAS, during the electrical failure the backup power system did not function as intended and it has been determined that the root cause is due to the fact the generator controllers are obsolete and are no longer supported, and replacement of the same controllers is no longer available.; and

WHEREAS, the WTP serves approximately 56,000 residential, commercial and industrial customers and the damage to the electrical system at the WTP causes a state of imminent potential for total failure resulting in the inability to produce potable water, which could cause property damage and become a high risk to human health and life; and

WHEREAS, in accordance with AMC 1.30.090, on February 28, 2024 the Mayor issued a written declaration of emergency and waived procurement and competitive bidding processes for the upgrade of the generator controls.; and

WHEREAS, the City issued emergency contract #24-097-WTR-001 to N C Power Systems Co. to perform the generator control upgrade for a total fixed price of \$668,681.69. The upgrade includes removing the existing 3.S processors (PLC’s), Touchscreen, and B Network Phoenix I/O throughout the switchgear and control panels, and replacing those components with Schneider Electric Ethernet PLC processors running Control Expert software, PowerPlex II transducers, and widescreen touchscreen; and

WHEREAS, generator control upgrade work is “public work” as defined by RCW 39.04.010(4); and

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

Section 1. The City Council of the City of Anacortes, Washington finds that the facts set forth in the recitals of this resolution are true, and hereby declares and certifies that the failure of WTP's electrical backup power system constitutes an emergency under RCW 39.04.280.

Section 2. The City Council of the City of Anacortes, Washington hereby ratifies the declaration of emergency and the waiver of state competitive bidding requirements for the public work project titled WTP Generator Control Upgrade and authorizes City staff to take such actions as necessary to carry out the intent and direction of this Resolution.

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

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

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 4th day of March, 2024.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney

From: [Andrew Rheume](#)
To: [Brian McDaniel](#); [Mario Gonzalez](#)
Cc: [Tiffany Matson](#)
Subject: Fw: City of Anacortes Water Treatment Plant Power Emergency
Date: Wednesday, February 28, 2024 2:11:18 PM
Attachments: [Outlook-2zch022f.png](#)

Proceed, see below.



Andy Rheume
Public Works Director
City of Anacortes
904 6th Street | Anacortes, WA 98221
andrewr@cityofanacortes.org | www.anacorteswa.gov
Office: (360) 299-1954
Never miss an update! [Sign up for Public Works notifications](#)

From: Matt Miller <mattm@cityofanacortes.org>
Sent: Wednesday, February 28, 2024 2:08 PM
To: City Council <citycouncil@cityofanacortes.org>
Cc: Andrew Rheume <andrewr@cityofanacortes.org>; Darcy Swetnam <darcys@cityofanacortes.org>; Jennifer Tottenham <jennifert@cityofanacortes.org>
Subject: City of Anacortes Water Treatment Plant Power Emergency

Council,

I have been briefed on an emergency currently taking place at the City of Anacortes Water Treatment Plant. As I understand, the equipment that switches the plant from Puget Sound Energy supplied power to generator power is faulting, likely exacerbated by the windstorm, and is creating a situation in which the plant could lose power and become unable to produce drinking water and fire suppression water. This work is budgeted to occur in the 2024 CFP at ~\$650,000 now needs to be expedited.

Anacortes Municipal Code 1.30.090 details the process in which the City Council has authorized the Mayor to make emergency purchases and enter emergency contracts under two conditions, when an emergency: (1) presents a real, immediate threat to the proper performance of essential functions; or (2) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Both conditions are not required, but in this case, both are met.

In accordance with AMC 1.30.090 I do hereby declare an emergency, waiving the procurement process and competitive bidding process to address the power switch ASAP. We will bring to City Council a resolution at next scheduled meeting to ratify the declaration of an emergency

and any procurement contracts to remedy this emergency.

Best/Matt

Matt Miller
Mayor
Anacortes, WA
[\(360\) 299-1950](tel:(360)299-1950)

NOTICE OF PUBLIC DISCLOSURE: Please note, this email and any documents you send this office may be subject to disclosure requirements under the state Public Records Act, RCW 42.56.



CONTRACT #24-097-WTR-001
AGREEMENT WITH
N C POWER SYSTEMS CO

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and N C Power Systems Co., a private contractor at PO Box 88338, Seattle, WA 98138 (herein after referred to as "Contractor").

PROJECT
WTP GENERATOR CONTROL UPGRADE

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to perform the generator control upgrade at the Anacortes Water Treatment Plant (WTP), 14489 River Bend Rd, Mount Vernon, WA 98273, as detailed in Exhibit A, which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Six Hundred Sixty-Eight Thousand Six Hundred Eighty-One Dollars and Sixty-Nine Cents (\$668,681.69)**, which includes \$52,952.69 sales tax at an 8.6% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work by September 7, 2024.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Mario Gonzalez (360) 428-1598.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

Owner:

City of Anacortes

Date

Contractor:

N C Power Systems Co.

Date

Contractor License #

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

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

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

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

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

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

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

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

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

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

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

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manager approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. "Subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

- a. Relieve the Contractor of any responsibility to carry out the Contract,
- b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
- c. Create any contract between the City and the Subcontractor, or
- d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall 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; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. 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.

8. Chemical Hazard Safety

- a. **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.
- b. 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.
- c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

9. 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.

10. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

11. 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.

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

13. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

14. Inspection.

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

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

15. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

16. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

17. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

18. Insurance.

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

H. Verification of Coverage: The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor within 10 days of contract execution and before scheduling of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

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

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

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 on any purchase order, quote, invoice, Contractor's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of \$2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

21. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

22. 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.

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

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 the Scope of Services under this Agreement has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience: The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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 they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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 City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

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

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; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

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, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

34. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@cityofanacortes.org

CONTRACTOR:

NC Power Systems
Aaron French
PO Box 88338
Seattle, WA 98138
afrench@ncpowersystems.com

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



CONTRACT #24-097-WTR-001 Exhibit A

Scope of Work

Contractor shall remove the existing 3.S processors (PLC's), Touchscreen, and B Network Phoenix I/O throughout the switchgear and control panels and replace those components with Schneider Electric Ethernet PLC processors running Control Expert software, PowerPlex II transducers, and widescreen touchscreen. This system will be internally networked together via an ethernet communications network. It is understood that the system had the HMI upgraded in 2020, however, this retrofit of the 3.S Controllers will require conversion of the HMI to work with the Control Expert Pro software and will take place in conjunction with the PLC programming conversion. Contractor will replace the existing touchscreen to accommodate the updated graphics.

Contractor will supply and install a load bank w/ transformer, mid voltage cables, std cables & pigtails, transport, and labor.

Operator training, lasting up to eight (8) hours, will be provided for end user operators following the completion of the on-site work. Contractor will provide to the City: manufacturer data sheets of new components, automation and communication drawing, training manual, and updated as built drawings all provided after completion of on-site work.

Contractor - In House

- a) Engineering – Programming M1E PLC's, Hardware Design, drawing markups, testing, and workplan.
- b) Graphics – Create graphics for HMI and test on a simulation of the site system.
- c) Logistics – Communication, planning, scheduling, procurement, shipping preparation.
- d) CAD – Creation of production drawings, issue of field and updated As Built drawings.
- e) Production – Wiring & Assembly

Contractor - On Site:

- a) Engineer on site for up to one (1) day for a site assessment to verify system measurements.
- b) Engineer(s) on site for up to Fourteen (14) consecutive days to do the following:
 - i. Replace existing controllers with Schneider Electric Ethernet PLC bases and processors.
 - ii. Install PowerPlex II transducers.
 - iii. Replace the existing touchscreen with new widescreen touchscreen.
 - iv. System Testing
 - v. End User Training

Bill of Materials:

(1) Master Control Hardware:

- Schneider Electric Ethernet PLC Processors (AP1 & AP2)
- Replacement Widescreen Touchscreen
- Redlion/Data Table Gateway dedicated for switchgear system data points with the following protocols:
 - o Serial Modbus RTU
 - o Various Ethernet protocols
- Managed ethernet switches

(4) Generator Control Hardware:

- Schneider Electric Ethernet PLC Processor (1 per generator breaker)
- PowerPlex II Transducer
- Device 25 Sync Check
- Managed ethernet switch

(2) Utility Control Hardware:

- Schneider Electric Ethernet PLC Processor (1 per utility breaker)
- PowerPlex II Transducer
- Device 25 Sync Check
- Managed ethernet switch

(2) Tie Control Hardware:

- Schneider Electric Ethernet PLC Processor (1 per tie breaker)
- PowerPlex II Transducer
- Device 25 Sync Checks
- Managed ethernet switch

(1) Distribution Controls Hardware:

- Schneider Electric Ethernet PLC Processor
- Managed ethernet switch

Additional Items:

- Power Supply
- Miscellaneous Hardware (wiring, cables, labels, etc.)