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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

April 8, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Report)
 - b. Planning Committee (Report)
 - c. Public Safety Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of April 1, 2024 (Action)
 - b. Special Event - Open Streets Festival (Action)
6. **Other Business**
 - a. Contract Award: Anacortes Climate Element #24-120-PLN-002 (Discussion/Action)
 - b. Contract Award: Thompson Trail Trestle and Causeway Replacement Project – Design #23-092-PRK-001 (Discussion/Action)
 - c. Contract Award - Microsoft Enterprise Agreement - Office 365 Renewal #24-113-ITS-001 (Discussion/Action)
 - d. Contract Award: Wastewater Treatment Plant Outfall Relocation - Marine and Upland #20-032-SEW-009 (Discussion/Possible Action)
7. **Adjournment**

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.



Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

April 8, 2024
6:00 p.m.

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
+ Connie Russell	EMS Levy
+ Bill Collins	5th St Habitat
+ BETH BELL	Cinema : 5 th Street Habitat
+ Linnea McCord	5th St Habitat
+ Becky Mifflin	Habitat 5th St
+ Suzanne Rohrer	Ana Cinemas
+ XUA WV	HABITAT -
+ KELLY LIST	HABITAT

Continue on back of sheet as needed

Anacortes City Council Minutes - April 1, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of April 1, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Bruce McDougall were present. Councilmember Amanda Hubik was absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller announced the A Avenue Landfill public meeting to be held by the Department of Ecology on April 15, 2024, at 4pm in Council Chambers at City Hall, highlights of the 2024 legislative session, the completed installation of lights at the Ben Root Skate Park, an Enterprise Resource Program replacement request for proposal update, food waste prevention week, and recognition of Anacortes as Tree City USA for 2023.

Fiber Committee

Mr. McDougall reported from the Fiber Committee meeting held March 28th. The topics discussed included a subscriber update, monthly installation numbers, the construction project for connecting the remaining sections of the city, the check availability feature on the [Geographic Information Systems interactive map](#), and an upgrade to a 100 gigabit physical port connection.

Housing Affordability and Community Services Committee

Ms. Moulton reported from the Housing Affordability and Community Services Committee meeting held March 28th. The meeting included a field trip tour of the Salvation Army facility, including a food pantry, after-school care, community meeting spaces, and new lead personnel.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the role of the committee and member expectations, and the format of the Traffic Safety Committee.

Library Committee

Mr. Fantini reported from the Library Committee meeting held March 27th. The topics discussed included funding sources, community programs, the library newsletter, the teen area remodel, the Skagit Library Consortium, summer reading programs, and a staffing update.

Lodging Tax Advisory Committee

Mr. Walters reported from the Lodging Tax Advisory Committee meeting held March 27th. The topics discussed included the joint Port-City event venue, lodging tax requests from the Majestic Hotel and the Depot (City of Anacortes), funding models that include the new event center, and a new application from the Chamber of Commerce for an event tent.

Economic Development Committee

Mr. Young provided an update on the Economic Development Committee's activities prior to the next regular meeting.

Ms. Moulton reported attending a class on National Emergency Management System at the Skagit County

Emergency Operations Center.

Mr. Young shared that Community Action held its annual banquet over the past weekend.

Public Comment

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

Public comment was given as follows:

Linnea McCord of Anacortes commented on Habitat for Humanity and its relationship with the World Economic Forum.

Judy Billings of Anacortes thanked Mr. Fantini and Mr. Young for their support of the Anacortes Cinema lease revision proposal last week and commented on diversity, equity and inclusion training and policies, asserting that merit should be the principal consideration in corporate employment, academic admissions, municipal job access, and political promotion. She asked that the city not require employees to complete diversity, equity and inclusion training.

Sally Fleming of Anacortes addressed the Habitat for Humanity project, including concerns about the safety of the walking community, asked when the public meeting about the project would be held, and suggested that the Council conduct a site visit of the project parcel.

Suzanne Rohner of Anacortes commented on the Anacortes Cinema lease, mentioning the discussion and vote at the previous City Council meeting. She spoke about the Council's possible motivation for voting and asked what the plans were for future use of the land.

Mike Wenger of Anacortes expressed his opposition to the West 5th Avenue project and asked that the neighbors who are concerned or opposed to the project be adequately consulted regarding the issue.

Xuhua Mu of Anacortes commented on an email response she received from Mr. Walters regarding the proposed Habitat for Humanity project, particularly project funding, assessed value of the land, the proposed lease amount, land value over time, the status of Skagit County and Habitat for Humanity as property managers, and the number of units.

Pat Gardner of Anacortes commented on the small number of indoor community event spaces available to the public during inclement weather, and expressed that she would like the theater to remain one of those places.

Becky Mifflin of Anacortes expressed strong opposition to the proposed Habitat for Humanity project on West 5th Street and suggested that the Anacortes Cinema site on O Avenue would be a better location for affordable housing than the proposed location on West 5th Avenue.

Consent Agenda

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

a. Minutes of March 25, 2024

b. Approval of claims in the amount of \$1,715,757.29

The following vouchers/checks were approved for payment:

EFT numbers: 108999 through 109049, total \$1,655,347.54

Check numbers: 109050 through 109063, total \$16,843.65

Wire transfer numbers: 344031 through 344454, total \$43,566.10

Anacortes City Council Minutes - April 1, 2024

- c. Special Event - Whale of a Sale
- d. Special Event - Fourth of July Parade
- e. Special Event - Anacortes Farmers Market

Other Business

Alternative Response Team

Community Paramedic Steve Monrad and Anacortes Family Center Resource and Care Coordinator Ashley Wick, delivered a presentation detailing the 2023 activities of the Alternative Response Team, referring to a presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Reduction in 911 calls and partnership with Island Health.
- Anacortes Family Center Community Resource Manager Nina Lundsten.
- Cost versus benefit of the program in a time of limited budgets.
- Barriers to retaining and attaining housing.
- Care and compassion.
- Providing connections for isolated community members.
- Program continuation.
- Integration with North Star Project.

12th Street and Commercial Avenue Intersection - Complete Streets Phase 1

Public Works Director Andrew Rheume introduced the 12th Street and Commercial Avenue intersection discussion, providing a brief background on previous actions taken, funding sources and deadlines, project timeline and the different options before the Council, 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. Public comment was given as follows:

Pat Gardner of Anacortes expressed satisfaction with the Council moving toward a signalized intersection and that the roundabout would have been a viable option if Safeway was not there.

Discussion topics included:

- Amounts for land acquisition and a project estimate that is adjusted for inflation.
- Technology development for signalization.
- Transportation Improvement Board grant.
- Re-visiting the design contract.
- Time requirement for changing the project scope of work.
- Funding priorities and limitations.
- Signalized intersection safer for pedestrians and cyclists than the roundabout design.
- Right-of-way acquisition.
- Effect of the revised intersection at 12th Street on the 11th Street and Commercial Avenue intersection.
- Improving other parts of Commercial Avenue first.
- Changing the orientation of parking stalls in the Safeway parking lot.
- Pave 11th Street and improve 11th Street and Commercial Avenue as part of the project.

TJ FANTINI moved, seconded by RYAN WALTERS, to proceed with the planning of a signalized intersection at 12th Street and Commercial Avenue and to work with our funding partners to make changes to the scope and schedule of the project. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, TJ FANTINI. Nays - None. Result: Passed

Contract Award: 2024 Waterline Replacements #24-010-WTR-001

Public Works Director Andrew Rheume introduced contract #24-010-WTR-001 for 2024 waterline replacements with C Johnson Construction, referring to an area map that was included in the packet materials for the meeting,

ANTHONY YOUNG moved, seconded by TJ FANTINI, to authorize the mayor to sign contract #24-010-WTR-001 with C Johnson Construction. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, TJ FANTINI. Nays - None. Result: Passed

Contract Award: Solid Waste Consulting Services #24-114-SAN-001

Public Works Director Andrew Rheume introduced contract #24-114-SAN-001 with Hans Van Dusen to consult with the City for solid waste consulting services.

Discussion topics include:

- Past consultant for solid waste contract negotiation.
- Consultant selection for this contract.
- Negotiating as a collective with other municipalities.
- More details to follow for Council consideration.

BRUCE MCDUGALL moved, seconded by ANTHONY YOUNG, to authorize the mayor to sign contract #24-114-SAN-001 with Hans Van Dusen for solid waste consulting. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, TJ FANTINI. Nays - None. Result: Passed

Resolution 3153: Lodging Tax Funding use for Phase 2 Rotary Park Cap Sante Viewpoint project

Planning, Community, and Economic Development Director John Coleman introduced Resolution 3153 that would provide Lodging Tax Committee funding for the Phase 2 Rotary Park Cap Sante Viewpoint project.

RYAN WALTERS moved, seconded by TJ FANTINI, to approve the resolution as presented with the addition of “funding must be obligated within 12 months and lodging tax funds may be spent only if other funds are not available to cover the project cost.” Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDUGALL, TJ FANTINI. Nays - None. Result: Passed

Interlocal Agreement with WA Dept. of Commerce for Climate Planning Grant #24-120-PLN-001

Planning, Community, and Economic Development Director John Coleman introduced interlocal agreement #24-120-PLN-001 with the Washington State Department of Commerce accepting a \$500,000 grant for the climate element of the Comprehensive Plan update.

Discussion topics included:

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- Grant includes process deliverable dates.
- Extension of statutory deadline for the Comprehensive Plan to December 31, 2025, and effect on grant.

CAROLYN MOULTON moved, seconded by BRUCE MCDOUGALL, to authorize the mayor to execute interlocal agreement #24-120-PLN-001 with the Washington State Department of Commerce for climate planning. Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, TJ FANTINI. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 8:22 p.m. the Anacortes City Council meeting of April 1, 2024 was adjourned.



City Council Agenda Bill

Meeting Date: April 8,
2024

Agenda Item: 5.b.

Agenda Item Title: Special Event - Open Streets Festival

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder
John Coleman

Motion

Item Summary: 8th Annual Closure of Commercial Ave from 10th to 2nd. A variety of non-motorized activities featuring bicycles, pedestrians, pet parades, buskers, vendors, local businesses and the sort happens from 11A - 3P

Budget Impact:

0

Previous Action:

Recommended Motion: Approve

Alternative Actions: Modify or disapprove

Attachments (listed in order presented):

1. Open Streets Event CC Packet



Special Event Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

2/29/2024

Event Name *

Open Streets

Event Type

- ☒ Street Fair / Festival
☐ Athletic Event
☐ Parade
☐ Rally / Demonstration
☐ Filming
☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

City of Anacortes

Mailing Address *

PO Box 547

Event Contact Person *

Bob Vaux

Event Contact Email *

bobv@cityofanacortes.org

Event Contact Phone *

360.588.8233

Event Website

cityofanacortes.org

Estimated Number of Participants/Attendees ***Event Description ***

8th Annual Closure of Commercial Ave from 10th to 2nd. A variety of non-motorized activities featuring bicycles, pedestrians, pet parades, buskers, vendors, local businesses and the sort happens from 11A - 3P

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☐ Yes ☒ No

Date Event Starts ***Time Event Starts *** ▼**Date Event Ends *****Time Event Ends *** ▼**Date Street Closure Starts ***

Include requested closures before and after the event hours if required for set up and tear down.

Time Street Closure Starts * ▼**Date Street Closure Ends *****Time Street Closure Ends *** ▼**Event Location ***

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Event Map (optional)

Upload one or more maps of the event

Upload

23 Open Streets.png

3.43MB

Indemnification Agreement*

Upload scan of SIGNED indemnification agreement

Upload

0582_001.pdf

53.45KB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application.*

☒ Yes

Signature

ROBERT W. VAUX

Admin Review

Council Meeting Date*

Target date for presentation to City Council; no later than 30 days prior to event

3/25/2024



Staff Review Deadline*

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

3/18/2024

Administrator comments and conditions of approval

Parks sponsored event

Insurance Certificate

Upload

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols; APD bicycle officers to patrol the downtown/event area based on available staffing.

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

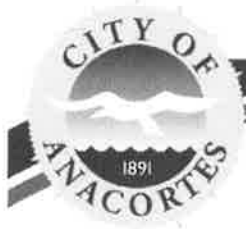
Upload any staff memos, guidelines, or requirements that will be in effect for this event.

Upload

Comments

Council Packet Complete

Cancel Application



SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, his employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

City Sponsered Event

Date: *Feb 29, 2024*

Robert Vaux, Parks & Rec Asst Dir

Name and Title – Printed

Name and Title – Printed

[Signature]
Signature

Signature



Layers

Layers

- ▶ ☒ CountyP...
- ▶ ☐ Asbuilts
- ▶ ☐ Voting W
- ▶ ☐ Wetland
- ▶ ☐ Fiber_Gr
- ▶ ☐ Develop
- ▶ ☐ Boundar
- ▶ ☐ Planning
- ▶ ☐ Parks De
- ▶ ☐ Recorder
- ▶ ☐ Sewer Sy
- ▶ ☐ Storm Sy
- ▶ ☐ Water Sy
- ▶ ☒ Streets_0
- ▶ ☐ Structure
- ▶ ☒ Aerials_2
- ▶ ☐ Aerials_2

City Council Agenda Bill

Meeting Date: April 8,
2024

Agenda Item: 6.a.

Agenda Item Title: Contract Award: Anacortes Climate Element #24-120-PLN-002

Staff Contact(s): LIBBY GRAGE

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$338,351.00 to Makers Architecture and Urban Design to assist with the City's required implementation of HB 1181 (2023) as part of the 2025 Comprehensive Plan periodic update.

Background:

1. History: The City is required by RCW.70A.130(5) to revise its comprehensive plan and development regulations to ensure they comply with the Growth Management Act (GMA) as revised by House Bill 1181 (Chapter 228, Laws of 2023).
2. Key Terms:
 - Contract is on a time and materials basis not-to-exceed \$338,351.00.
 - The period of performance is from contract inception through February 1, 2026.
3. Competitive Bidding: This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	Makers Architecture and Urban Design
Contract Amount	\$338,351.00
Bars #	001.240.558.60.41
Grant	Funds expended under this contract will be reimbursed by the Department of

	Commerce under the 2023-2025 Climate Planning Grant (24-63610-101).
Budget Amendment Required?	No
Start Date	Inception
End Date	February 1, 2026

Previous Action: On April 1, 2024, the City Council authorized the Mayor to sign an interlocal agreement with WA State Department of Commerce to receive a grant in an amount not to exceed \$500,000 to support climate planning consistent with House Bill 1181 (2023).

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-120-PLN-002 with Makers Architecture and Urban Design. in the amount of \$338,351.00 to perform the Anacortes Climate Element.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-120-PLN-002



AGREEMENT 24-120-PLN-002
Between
THE CITY OF ANACORTES
AND
MAKERS ARCHITECTURE & URBAN DESIGN

ANACORTES CLIMATE ELEMENT

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Makers Architecture & Urban Design, hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall assist the City with the required implementation of HB 1181 (2023) as part of the 2025 Comprehensive Plan periodic update, as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Libby Grage, or designee, hereinafter referred to as Project Manager.

2. **State Funds.** The City of Anacortes has received funding from the Washington State Department of Commerce and the State of Washington for the performance of this Scope of Work. Therefore, the Consultant agrees to be bound to, and to follow, all applicable terms of Contract 24-120-PLN-001 between the City of Anacortes and the Washington State Department of Commerce, which is attached hereto as Exhibit C and incorporated by reference. The Washington State Department of Commerce and the State of Washington are not liable for claims or damages arising from the Consultant's performance of contract 24-120-PLN-001.

3. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Three Hundred Thirty-Eight Thousand Three Hundred Fifty-One Dollars (\$338,351.00)**. The estimated cost per task is detailed in Exhibit B, which is attached hereto and incorporated by reference.

4. **Period of Performance.** The period of performance under this Agreement is from inception through February 1, 2026.

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

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

Consultant remains fully responsible for obligations, services, and functions performed by its subcontractor to the same extent as if such obligations, services, and functions were performed by Consultant's employees, and for purposes of the Agreement such work will be deemed work performed by Consultant. The Consultant shall give immediate written notice, reference Clause Notices, of any action or suit filed and prompt notice of any claim made against the Consultant by any subcontractor or vendor that, in the opinion of the Consultant, may result in litigation related in any way to this Agreement, with respect to which the Consultant may be entitled to reimbursement from the City.

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

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

7. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

10. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure.

11. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any material furnished or work or services performed hereunder, Consultant shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

12. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the

purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. **General and Professional Liability Insurance.**

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

B. No Limitation: Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance: Consultant shall obtain insurance of the types and coverages described below:

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

20. 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.

21. **Right to Terminate Agreement.**

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

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

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

23. **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.

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

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

26. **Disputes**

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

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

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

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

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

28. **Compliance with Laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, executive proclamations, all applicable Washington Dept. of Labor & Industries (L&I) and Occupational Safety & Health Administration (OSHA) safety standards, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes, which may be due on account of this Agreement.

29. **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.

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

32. **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

CONSULTANT:

Makers Architecture & Urban Design
Bob Bengford
500 Union St., Suite 700
Seattle, WA 98101
bobb@makersarch.com

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

CITY OF ANACORTES

By _____

Date _____

MAKERS ARCHITECTURE & URBAN DESIGN

By _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Anacortes Climate Element

Scope of Work

March 25, 2024

The scope of work herein is divided into four components:

1. Project set-up and management
2. Greenhouse Gas (GHG) emissions reduction sub-element
3. Resilience sub-element
4. Climate element and comprehensive plan integration

Project goals and helpful abbreviations and definitions are noted below.

Project Goals

- Engage community members effectively, and demonstrate how engagement is informing the direction of the Comprehensive Plan Update
- Meet all requirements of HB 1181 (Chapter 228, Laws of 2023) for completing the Climate Element and coordinate with Lead Staff and/or the Staff Team to ensure requirements for other elements are met.
- Integrate Climate-related goals effectively into the City's Comprehensive Plan
- Consider environmental justice in public engagement planning, during the planning process, and with the development of goals and policies.
- Adopt a fully updated comprehensive plan ahead of all planning deadlines to retain compliance with GMA.

Abbreviations/ Definitions

- Lead City Staff (Lead Staff) - Planning staff overseeing Comp. Plan contracts
- Climate Element Consultant Team (Consultants) - MAKERS and Parametrix
- Staff Project Team (Staff Team) - City staff and consultants involved in comprehensive plan update (all elements.)
- Washington State Department of Commerce (Commerce)
- GHG Emissions Inventory (Inventory)
- Climate Policy Advisory Team (CPAT)
- Climate Element Workbook (workbook)

Schedule

- Start up and inventory/analysis – April to August
- Goals and policies – August to November
- Draft plan integration December to February 2025
- SEPA and Adoption Support: March 2025 - June 2025

Project Set-up and Management

Task 1 Project initiation and ongoing project management

1.1 Project kick-off and climate policy advisory strategy

MAKERS and Parametrix will work collaboratively with City staff to identify public engagement needs for both sub-elements, and align and integrate the climate-centered engagement with the Comprehensive Plan's Public Participation strategy. MAKERS will facilitate a climate element kickoff meeting with Lead Staff that picks-up on key questions from the Comprehensive Plan kickoff related to the Climate Element. Following this meeting, MAKERS will develop a brief engagement strategy memo and circulate to Lead Staff and Parametrix for input. This document will be integrated into the Comprehensive Plans Public Participation Plan. The document will identify key engagement issues, such as:

- Clarify engagement with the Planning Commission for the Climate Element
- Determine approach for Climate Policy Advisory Team (i.e. mix of staff, PC members and/or community advisors; roles, etc.)
- Identify key players critical to engagement success
- Identify milestones where engagement is needed to advance project
- Social equity evaluation to ensure alignment with HB1181 environmental justice requirements (i.e. with frontline communities, Tribal leaders, and other key groups)
- Develop engagement schedule and review to ensure scheduled meetings align with work steps (i.e. early engagement for vision statement, overlap between sub-elements, etc.)

This SOW assumes that the CPAT will include participants that serve as a liaison to frontline communities, so engagement with these communities is considered throughout the plan. If additional engagement with frontline communities is needed outside of the CPAT meetings and other public meetings, contingency funds may be used to cover this work (i.e. interviews, youth engagement events, etc.) Once this task is complete, MAKERS and Parametrix will review this Scope of Work and revise/update public and key player engagement and interdepartmental staff coordination meetings to meet project needs, as project budget and contingency funds allow.

1.2 Project management and recurring meetings

This includes monthly project management and invoicing tasks plus participation in recurring team meetings.

Deliverables and key meetings:

- Remote kick-off meeting with Lead Staff
- Draft and final engagement/climate policy advisory strategy memo and workbook sections.

Schedule: Kick-off and climate policy advisory strategy in April . Project management and recurring meetings are ongoing.

GHG Emissions Reduction (GHG) Sub-Element

Parametrix will provide GHG Emissions Reduction sub-element technical assistance in alignment with HB 1181 and WA State Department of Commerce (Commerce) guidance. The City has selected the full GHG Emissions Inventory Pathway as the desired pathway for this sub-element.

Task 2: GHG emissions inventory

Parametrix will begin with a remote meeting with the Staff Team to finalize the inventory scope for the greenhouse gas (GHG) inventories that best meets the City's needs and aligns with Commerce guidance and HB1181 requirements. This meeting will be co-led with MAKERS, and will introduce staff to the planned work of the overall Climate Element, including the Resilience sub-element. To help select emissions sources and activities for the inventories, the consultant team will work with the Staff Team to evaluate availability of data, potential scale of emissions source, and availability of proxies, and consider impacts on equity to ensure that overburdened and vulnerable community members are fully considered.

Parametrix will estimate near-term and long-term projections by sector. The inventory will include all sectors and sources required for basic reporting in the GPC and U.S. Community Protocol to include:

- Stationary energy
- Transportation
- Refrigerants and Industrial Processes
- Solid waste and wastewater treatment
- Land Use – Development Impacts and Existing Carbon Storage
- Consumption-based for Imported Goods, Food, Fuels

The Community-Scale GHG Inventory will be conducted in accordance with GHG inventory protocols and best practices, which will include, but not be limited to the following:

- Greenhouse Gas Protocol's Global Protocol for Community GHG Inventories (GPC)
- ICLEI's U.S. Community Protocol for Accounting and Reporting of GHG Emissions
- Greenhouse Gas Protocol's Scope 2 Guidance
- Washington State Department of Commerce Climate Element Planning Guidance

The near-term and long-term projections will include both a forecast based on the absence of plan measures with consideration of population growth, employment growth, and expansion of the urban growth area (UGA), as well as a forecast based on the implementation of planned measures to reduce emissions. The consultant team will perform the calculations with documentation using Parametrix's carbon calculator software (G3C).

Parametrix will draft a report of community GHG emissions; "Inventory Highlights" that offers detailed analysis of largest emissions sources; and documentation of inventory data sources and methodology. The results will be presented in graphics that are easy to understand and meant for public education around community climate impacts and provide a foundation from which to have stakeholder discussion around climate actions. Parametrix will share the draft report with MAKERS and Lead Staff and make one round of edits to incorporate comments.

Parametrix will use data collection checklists for the Staff Team and track the information collected and provide an inventory audit trail that works in conjunction with the community GHG inventory to allow for easy replication of methods in future years' inventories

Deliverables and key meetings:

- One remote interdepartmental meeting with Staff Team
- Commerce workbook documenting progress towards GHG inventory
- Data collection check list
- Draft Comprehensive GHG Inventory Report
- Draft inventory presentation one 1-hour meeting with staff.
- Inventory audit trail
- Final Comprehensive GHG Inventory Report
- Train city staff on greenhouse gas inventory (3 sessions)

Schedule: April – July

Task 3. Develop goals and policies

3.1 Support key players and staff in creation of a GHG Emissions Reduction sub element goal and policy

Lead Staff, with assistance from Parametrix, will identify key community, utility, and institutional partners and invite key players to three different workshops based on emissions categories (buildings and energy, transportation, and industrial and other) and will specifically seek the perspectives of utilities and institutions to identify the top preferred measures for each emissions category. Parametrix will lead up to 3 in-person workshop meetings with key players, to share findings of the inventory and discuss potential goals and policies to reduce emissions. MAKERS will coordinate with Parametrix and Lead Staff during project meetings to plan meeting agendas and review draft meeting presentation content. MAKERS will attend meetings and provide draft summaries following the meetings, for Lead Staff and Parametrix to review.

From the GHG inventory Report, Parametrix will synthesize top emissions sources and identify a range of potential mitigation measures, goals, and policies to share with key players and gather feedback. To prepare potential goals and policies for presentation to the three key player groups, Parametrix will help evaluate the individual action across a series of prioritization factors that fully align with the equitable project management framework, including: scale of mitigation, control or influence over the action and outcomes, and impact of action on overburdened communities (including health disparity and environmental justice work). The goals and policies are documented in the GHG emissions reduction sub-element.

In addition to prioritizing policies, Parametrix will identify co-benefits consistent with HB 1181 requirements and Commerce Guidance. Parametrix will help prepare information (PowerPoint presentations) for staff to engage with the community and prepare them to keep the conversation on track.

This phase will also include engagement with the CPAT and/or other frontline communities. Parametrix and MAKERS will work collaboratively to identify frontline communities using analysis from both sub-elements. Meetings are included under the resilience sub-element (Task 5). If a separate meeting is needed with CPAT for this sub-element, based on timing or other needs, contingency funds may be needed to cover this.

MAKERS and Parametrix will co-facilitate an in-person interdepartmental meeting with the Staff Team to share findings from the Inventory and key player feedback on goals.

3.2 Sub-element drafting

Following the above work on draft goals and policies, Parametrix will develop an initial draft of the GHG Emissions sub-element and share with MAKERS for integration into the Comprehensive Plan. Parametrix will also draft related code amendments, as identified by the Staff Team and as budget allows.

Deliverables and key meetings:

- Draft and final report that includes documentation of Inventory methods and description of alignment with HB 1181 and Commerce guidance.
- Working draft list of goals, policies and co-benefits

- Three facilitated remote workshops with key players centered around buildings and energy, transportation, industrial and other TBD.
- Key-player meeting agendas, presentations (Parametrix)
- Key player meeting summaries (MAKERS)
- One remote interdepartmental meeting with Staff Team
- Draft and final GHG Emissions sub-element

Schedule: August – November (draft goals and policies); October/November – January for sub-element drafting

Resilience Sub-Element

MAKERS will lead the development of this sub-element through collaboration with City staff and with support from Parametrix on technical aspects. Details provided under the steps and sub-tasks below.

Task 4 Explore climate impacts

The objective of this work is to collect data on city assets, hazards and change in climate, and describe exposures and consequences. The asset list will include specific assets (e.g., a key bridge or hospital), and will be included in the climate vulnerability assessment. The outcome is to identify priority climate hazards to evaluate against exiting plans and policies.

MAKERS will identify initial list of community assets (people, environment, economy, infrastructure/capital facilities). MAKERS will document results in the Workbook, include data sources wherever applicable, and share with Parametrix and Lead Staff to refine.

Parametrix will identify current and projected climate impacts for the city of Anacortes, following Commerce guidance and using the best available science resources for climate change. Parametrix will document results in the Workbook, and share with MAKERS and the Lead Staff to refine. Lead Staff to review and confirm data sources.

MAKERS and Parametrix will work collaboratively to pair assets and hazards and document findings in the Workbook. The consultants will share results with Lead Staff and refine.

Deliverables and key meetings:

- The Climate Element Workbook

Schedule: April

Task 5 Audit plans and policies

5.1 Review existing plans for climate gaps and opportunities

MAKERS will lead review of the City's Comprehensive Plan, Shoreline Master Program, the 2020 Skagit County Hazard Mitigation Plan and up to two other plans to be determined through discussions with City staff. MAKERS will identify review needs from Parametrix, Lead Staff or other members of the Staff Team. MAKERS, Parametrix and Staff Leads will compile results in the Workbook, and share with Staff Team and CPAT for input. Final audit will include between 20-40 measures to ensure a feasible planning process.

5.2 Engagement

The timing of the following engagement events will be determined during project initiation, in coordination with Staff Leads.

MAKERS will lead a remote interdepartmental meeting with the Staff Team to share and discuss findings from Tasks 4 and 5 and confirm direction for Task 6.

Lead Staff will organize and MAKERS will facilitate an in-person/hybrid meeting with the CPAT. MAKERS will develop a draft agenda and presentation, review with Parametrix and Lead staff and revise, and provide summary notes following the meeting.

MAKERS will host a public meeting to present plans for climate element work to the community and gather feedback. Lead staff to schedule meeting, reserve meeting space, send invitations/notifications, and coordinate meeting support logistics. MAKERS will summarize feedback from meetings.

Following project engagement MAKERS will coordinate with Lead Staff and Parametrix during project coordination meetings to confirm methods used for assessing climate vulnerability.

Deliverables and key meetings

- Update the Climate Element Workbook
- Meeting agendas, presentations, and summary notes
- One remote interdepartmental meeting with Staff Team
- One in-person/hybrid meeting with the CPAT
- Public meeting #1 (in person) – Early engagement

Schedule: April - May

Task 6 Determine climate vulnerability

MAKERS and PARAMETRIX will work collaboratively to complete this task. MAKERS will lead overall team coordination and collaborate with City staff to plan and implement engagement. Parametrix will lead on technical aspects of this step. SOW outlined below may be refined to accommodate project needs.

PARAMETRIX will develop a Climate Vulnerability Index (CVI) for the City - a geospatial tool that synthesizes key climate, environmental, and community data to inform the suite of potential adaptation strategies and options. The CVI sums the climate and assets data gathered in previous tasks and identifies which census block groups in the City have vulnerability, relative to other areas in the City.

6.1 Risk Assessment & Mitigation strategies

Parametrix will develop the CVI tool and further clarify the risks for the people, environment, and infrastructure/capital facilities that were identified at a high-level in previous tasks. Parametrix will use the tool to assess vulnerability in terms of sensitivity and capacity to adapt. The tool will cover impacts of climate for:

- People
- Economy
- Environment
- Infrastructure & capital facilities

Parametrix will share the tool and key findings with MAKERS and Lead Staff, and work collaboratively to review and refine the City's vulnerabilities and risks to climate impacts.

Parametrix will develop a suite of potential adaptation strategies and actions for the City's assets for which have been identified as at risk in terms of sensitivity and capacity to adapt. Parametrix will share results with MAKERS and Lead Staff and work collaboratively to plan engagement events to gather feedback.

6.2 Engagement and Final Report

MAKERS will facilitate an interdepartmental meeting with the Staff Team. Parametrix will attend and present the CVI tool, key findings, and the draft list of potential goals and policies. MAKERS will provide a summary of notes following the discussion. Parametrix to make adjustments to CVI tool and/or initial goals and policies list.

Lead Staff will host and MAKERS will facilitate an in-person/hybrid meeting with the CPAT. Parametrix will attend and present key findings from the CVI. MAKERS will provide summary notes following the meeting.

Parametrix will produce a final report that synthesizes the CVI tool and findings from the vulnerability assessment, incorporating feedback from the Staff Team and CPAT/community members.

Deliverables and key meetings:

- Climate Vulnerability Index (CVI) geospatial tool
- Draft Climate Vulnerability and Risk Assessment Report (10-15 pages)

- Response to comments
- Final Climate Vulnerability and Risk Assessment Report
- One interdepartmental meeting with Staff Team
- One remote meeting with CPAT and additional community members, if necessary

Schedule: June-August

Task 7 Select pathways

The following sub-tasks assume that the City will follow pathway 2 and develop new goals and policies to meet Resilience Sub-element requirements. Staff Leads and Consultants will reconfirm direction at the start of this step.

7.1 Develop goals

MAKERS will develop draft goals based on the findings of Task 6 and share City staff and Parametrix to gather feedback.

7.2 Develop policies and co-benefits and Engagement

MAKERS will refine goals and develop draft policies based on the findings of Tasks 3 and 4 and share with City staff to refine. Parametrix to review and provide comments. MAKERS will revise goals and policies based on comments and identify policy co-benefits.

MAKERS will facilitate an in-person/hybrid interdepartmental meeting with the Staff Team to review and refine goals and policies from both the GHG and the Resilience sub-elements. MAKERS will send draft goals, policies, and co-benefits with the Staff Team prior to meeting.

Following the meeting, Lead Staff will compile written comments on goals, policies, and co-benefits.

MAKERS will revise goals, policies and co-benefits and prepare presentation for the CPAT meeting.

Lead Staff will host and MAKERS will facilitate an in-person/hybrid meeting with the CPAT review goals, policies, and co-benefits, and gather feedback. MAKERS will summarize feedback in summary notes, and circulate to Lead Staff and Staff Team for review, confirmation, and integration into elements.

MAKERS will host a public meeting to share findings from analysis and present early goals and policy consideration with community and gather feedback. Lead staff to schedule meeting, reserve meeting space, send invitations/notifications, and coordinate meeting support logistics. MAKERS will summarize feedback from meeting.

Deliverables and key meetings:

- Workbook - Draft and final list of goals, policies, and co-benefits
- Meeting agendas, presentations, and summary notes
- One in-person interdepartmental meeting with Staff Team
- Public meeting #2 - findings
- One remote meeting with CPAT

Schedule: September – November

Climate Element and Comprehensive Plan Integration

Task 8 Integrate goals and policies

The objective of this task, which synthesizes work from both the GHG and the Resilience Sub-elements is to develop and integrate existing, modified and new climate goals and policies into the overall Comprehensive Plan.

Lead Staff will oversee integration of Climate Element into overall Comprehensive Plan, with support from MAKERS to develop templates, and review elements to ensure proper integration and cross referencing. Parametrix will be available to review drafts, provide comments, and attend key engagement events, and support adoption meetings.

8.1 Review and finalize goals and policies

MAKERS will refine content developed during task 7 (resilience goals and policies) and propose framework for integrating both sub-elements with the overall comprehensive plan. MAKERS will update the City's existing Comprehensive Plan template and share with the Staff Team via sharepoint to facilitate collaborative editing and review.

MAKERS will develop the first draft of the Climate Element using content developed for sub-element reports. MAKERS will also develop a cross-reference strategy for goals and policies. MAKERS will share draft with Parametrix and Lead Staff and refine draft to address comments/feedback.

MAKERS will integrate into overall Comprehensive Plan document for Lead Staff to review. MAKERS will revise Climate Element based on Lead Staff comments. Lead Staff will share Comprehensive Plan with Staff Team for review and comments.

8.2 Engagement

Lead Staff will host and MAKERS will facilitate a meeting with the CPAT to share the draft comprehensive plan and discuss next steps. Parametrix to attend meeting, and present on Inventory work, and support resilience sub-element findings as needed. MAKERS will provide a summary of the meeting to Lead Staff.

MAKERS will host a public meeting to share draft goals and policies with community and gather feedback. Lead staff to schedule meeting, reserve meeting space, send invitations/notifications, and coordinate meeting support logistics. MAKERS will summarize feedback from meetings.

8.3 SEPA and adoption support

MAKERS and Parametrix will support Lead Staff through the adoption process by reviewing and commenting on presentation materials, attending up to two meetings, and addressing questions.

Lead Staff will lead on any element updates that arise from SEPA or Adoption process. If support is needed, Consultants will assess scope of revisions and remaining budget and discuss with staff. Contingency funds may be needed to cover late stage revisions.

Deliverables and key meetings:

- Draft Climate Element
- Review draft of Comprehensive Plan
- Final Draft Comprehensive Plan (pre-SEPA/Adoption)
- One remote meeting with CPAT
- Public meeting #3 (in-person) – Draft plan
- Up-to two meetings during adoption process

Schedule:

- Draft Comprehensive Plan: December 2024 – February 2025
- SEPA and Adoption Support: March 2025 - June 2025 (Potential to extend to December 2025, if funding to support consultants is also extended.)

Overall Project Assumptions

- This SOW outlines a series of tasks to engage the Anacortes community, work with staff, and produce the GHG Emissions and the Resilience sub-elements to meet HB 1181 requirement and Commerce guidance. This SOW relates to the City's comprehensive planning effort, aspects of which are covered by other contracts. This scope assumes some hours for coordination and integration with the Comprehensive Plan. If more time is needed to fully integrate efforts and/or meet emerging project needs, Staff Leads and the Consultants will mutually agree on a revised approach that considers remaining budget resources. Contingency funds may be needed to cover work requests outside of this SOW.
- Lead Staff will host most major public engagement activities, and will be in charge of setting meeting dates, reserving meeting space, sending out invitations/notifications, and coordinating meeting support logistics (food, language translation/interpretation, etc.) Where Consultant support is needed in-person, the City will seek to consolidate activities to take advantage of consultant team travel days.
- Meetings below are identified as in-person, hybrid, or remote, corresponding to the overall budget. If meetings change from remote to hybrid or in-person, additional budget may be needed to cover travel time, preparation of meeting materials, etc.
- Ongoing project coordination meetings will be remote and attended by Lead Staff, MAKERS and Parametrix. Additional team members may be invited to these meetings to ensure coordination.
- This scope of work assumes that the team will complete the relevant Climate Element Workbook (Workbook) sections to meet process steps as outlined in the SOW. The Workbook will be available via a SharePoint site accessible to Consultants and the Staff Team.
- Lead Staff will oversee the integration of the climate element into the overall comprehensive plan, using the content developed by the consultant team. This SOW assumes support from MAKERS to integrate the Climate Element content, goals, and policies into the overall Comprehensive Plan. Lead Staff will assess during the project if additional support is needed to support plan integration and will identify contingency funds to cover this additional work.
- Unless indicated otherwise, all deliverables will include a draft and final version.

- Deliverable schedule and due dates, including review timelines, will be discussed and agreed to with MAKERS and Lead Staff
- Parametrix and MAKERS will be available to address questions from CPAT, key players, Staff Team, and decision-makers at meetings and via email following the meetings as is reasonable and within project budget resources.
- The schedule identified in this SOW assumes prompt scheduling of engagement meetings, and efficient reviews by staff. MAKERS will develop a detailed schedule during project initiation and monitor the schedule throughout the project.

Resilience Sub-element Assumptions

- Climate Vulnerability and Risk Assessment Report will describe the climate-related trends and current and anticipated climate change impacts for City of Anacortes and include but not limited to increasing extreme heat events, storm events, flooding, snowpack levels, wildfire risk, precipitation, streamflow, drought, sea-level rise, and air quality.
- The definitions that will pertain to this task:
 - People – vulnerable populations including but not limited to historically underrepresented, low-income, black, indigenous, and other people of color (BIPOC), mobility-impaired, cost-burdened households.
 - Economy – vulnerable businesses, local and regional employment centers
 - Environment – including but not limited to critical areas (including fish and fish habitat), open spaces, waterways / waterbodies, tree canopy, watersheds
 - Infrastructure/capital facilities – such as roads, bridges, parks, green infrastructure, stormwater facilities, solid waste facilities, buildings.
- If definitions preferred by the consultant differ from definitions supplied by the City, the City shall determine which terms will be applied.
- Non-climate stressors include population growth and land conversion (e.g., development actions such as converting forests into impervious surfaces can increase the urban heat island effect).
- Non-climate stressors also can include historic neighborhood pollution, redlining, disinvestment and other factors, which may lead to disproportionate climate impacts on overburdened communities.
- The City will provide any related studies, assessments, data, or reports from City departments.
- The Consultant can access publicly available GIS data. The City will provide GIS data correlating to other vulnerability assessments and infrastructure not publicly available.
- The Consultant will identify hazards and impacts not addressed by any policies or where existing policies are insufficient.
- Maladaptation is defined as an action taken ostensibly to avoid or reduce vulnerability to climate change that impacts adversely on, or increases the vulnerability of other systems, sectors, or social groups (International Panel on Climate Change [IPCC] Third Assessment Report).
- The consultant will audit up to 5 plans and identify up to 20 collective measures within those plans.
- The city staff will identify any other plans to review and give final approval of the list.

Assumptions (CVI)

- Climate Vulnerability Index (CVI) geospatial tool - The Climate Vulnerability Index (CVI) is a geospatial tool that synthesizes key climate, environmental, and community data and identifies which census block groups in Anacortes have vulnerability, relative to other areas in the City. The CVI should have the capacity to be updated by City GIS staff as BAS and other data is updated.
- Data in CVI will display at the census block level. However, if there are better scales of representation to depict the levels of vulnerability for a specific climate change impact, then it will be considered.
- Census blocks are larger with less population, if there is divergent data for the exposure, sensitivity or adaptive capacity, the worst-case scenario will be used for that census block. The data will not be averaged. The Consultant will conduct a high-level screening of risks based on the CVI.
- Strategies and actions will be developed from existing lists of potential mitigation strategies from Washington Department of Commerce.
- The consultant will produce a draft report for City review in Microsoft Word and track changes. The consultant will address each comment in Word.
- The final report will be in Word and an Adobe Acrobat PDF.
- The GIS data/data layers, including the Climate Vulnerability Index (CVI) created as part of this work will be delivered to City's GIS team. The GIS/data layers should be in a format that can be updated as BAS science and data is refreshed.

AGREEMENT 24-120-PLN-002

EXHIBIT B

Budget

Anacortes Comprehensive Plan Climate Element

		MAKERS total	Parametrix total	Task Totals
PROJECT SET-UP AND MANAGEMENT				
1	Project initiation and ongoing project management	31,350	20,591	51,941
GHG EMISSIONS SUB-ELEMENT				
2	GHG Inventory	6,110	44,152	50,262
3	Develop Goals and Policies	11,980	20,366	32,346
RESILIENCE SUB-ELEMENT				
4	Explore Climate Impacts	8,300	7,514	15,814
5	Audit Plans and Policies	24,600	6,926	31,526
6	Determine Climate Vulnerability	13,900	21,132	35,032
7	Select Pathways	30,220	9,364	39,584
CLIMATE ELEMENT AND COMPREHENSIVE PLAN INTEGRATION				
8	Integrate Goals and Policies	38,240	8,606	46,846
Expenses				5,000
TOTAL				308,351
Contingency and Optional Tasks				
A	Project contingency for additional project support, engagement, etc.			\$ 30,000
				\$ 338,351



Interagency Agreement with

City of Anacortes

through

Growth Management Services

**Contract Number:
24-63610-101**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-101

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Anacortes P.O. Box 547 Anacortes, WA 98221		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Libby Grage Planning Manager 360-299-1986 LibbyB@cityofanacortes.org		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$500,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0000302-00	12. UBI # 290-000-003	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget			
FOR CONTRACTOR _____ Matt Miller, Mayor _____ Signature _____ Date		FOR COMMERCE _____ _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **five hundred thousand dollars (\$500,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-101. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Section Steps, Tasks and Deliverables	Descriptions	End Date
Common to Both Sub-Elements		
Task 1	Develop Public Engagement Strategy	
1.1	Form Climate Policy Advisory Team	
1.2	Identify key players critical to engagement success	
1.3	Establish engagement strategy that supports environmental justice	
Deliverable 1	Draft engagement memo and applicable completed Commerce Climate workbook sections	May 2024
GHG Emissions Reduction Sub-Element		
Task 2	GHG emissions inventory	
Task 2.1	Identifying a GHG Emission Inventory's scope and plan	
Task 2.2	Choose accounting standards and methods	
Task 2.3	Choose a GHG Emissions Inventory base year	
Task 2.4	Collect data and quantify emissions	
Task 2.5	Develop a GHG Emissions Inventory management plan	
Task 2.6	Identify the GHG Emissions Inventory management plan update interval	
Task 2.7	Data quality management	
Task 2.8	Review and testing inventory assumptions and limitations	
Task 2.9	Training for city staff to update the GHG inventory	
Deliverable 2	Completed Climate Element Workbook	August 31, 2024
Task 3	Develop goals and policies	
Task 3.1	Develop list of initial goals and policies	
Task 3.1.2	Meetings with key players & Staff Team	
Task 3.2	Sub element drafting – review/refine goals/policies	
Deliverable 3	Applicable completed Commerce Climate workbook sections	December 31, 2024
Climate Resilience Sub-Element		
Task 4	Explore climate impacts	
Task 4.1	Identify community assets	
Task 4.2	Explore hazards and changes in the climate	

Section Steps, Tasks and Deliverables	Descriptions	End Date
Task 4.3	Pair assets and hazards and describe exposure and consequences	
Task 4.4	Identify priority climate hazards	
Deliverable 4	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	May 30, 2024
Task 5	Audit Plans & Policies	
Task 5.1	Review existing plans for climate gaps and opportunities	
Deliverable 5	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	June 2024
Task 6	Determine climate vulnerability	
Task 6.1	Assess sensitivity	
Task 6.2	Assess adaptive capacity	
Task 6.3	Characterize vulnerability	
Task 6.4	Characterize risk	
Task 6.5	Meet with partners, stakeholders and decision makers to decide course of action	
Deliverable 6	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	September 30, 2024
Task 7	Pursue Pathways	
Task 7.1	Develop goals	
Task 7.2	Develop policies	
Task 7.3	Identify policy co-benefits	
Deliverable 7	Submit a memo summarizing completion of this step or submit a copy of completed Climate Element Workbook	December 31, 2024
Common to Both Sub-Elements		
Task 8	Integrate Goals and Policies	
Task 8.1	Review and finalize resilience goals and policies	
Task 8.2	Consult with partners, stakeholders, and decision makers	
Deliverable 8	Draft climate element	March 31, 2025
Task 9	SEPA and Adoption Support	
Deliverable 9	Adopted Comprehensive Plan	June 15, 2025

Attachment B: Budget

Deliverables	Commerce Grant Funds
Deliverable 1: Draft engagement memo & completed Commerce Climate Element workbook (“Commerce Workbook”) sections	\$64,250
Deliverable 2: Completed Commerce Workbook sections documenting progress toward GHG inventory	\$58,250
Deliverable 3: Draft report that includes documentation of Inventory methods & working draft list of goals, policies	\$45,250
Deliverable 4: Commerce workbook re: climate impacts	\$28,250
Deliverable 5: Commerce workbook re: audit of existing plans	\$63,250
Deliverable 6: Climate vulnerability index geospatial tool & draft Climate Vulnerability and Risk Assessment Report	\$48,250
Deliverable 7: Commerce workbook re: draft resilience goals, policies, and co-benefits	\$43,250
Deliverable 8: Draft Climate Element	\$49,250
Deliverable 9: Final Climate Element	\$100,000
Total:	\$500,000



City Council Agenda Bill

Meeting Date: April 8,
2024

Agenda Item: 6.b.

Agenda Item Title: Contract Award: Thompson Trail Trestle and Causeway Replacement Project – Design #23-092-PRK-001

Staff Contact(s): JONN LUNSFORD

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 \$350,000 to Hanson Professional Services Inc. to provide data gathering and design services necessary to develop a high-level opinion of probable construction cost for the replacement of the Thompson Trail Trestle and Causeway.

Background:

1. **History:** The City is working together with the Samish Indian Nation and Department of Natural Resources on a feasibility study regarding the replacement of the causeway and trestle. The goals are to improve the health of the bay by reestablishing tidal flows and removing creosote pilings. In addition, a newly constructed trestle that is non-flammable and made of modern materials will benefit Fidalgo Bay and the thousands of trail users. This contract will help us fulfill our grant obligations and provide important information to consider future alternatives and next steps with the trestle and causeway.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$350,000.
 - The contract term is through 12/31/2025.
3. **Competitive Bidding:** On October 25, 2023 the City issued a [Request for Proposals](#) for the subject project and 4 responses were received by the deadline of November 29, 2023. A committee reviewed and scored the submittals and selected Hanson Professional Services Inc. to award a contract to.

Budget Impact:

Consultant	Hanson Professional Services Inc.
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Contract Amount	\$350,000
Earmarked Funds	\$350,000
BARS #	108.410.594.76.60
Budget Amendment Required?	No
Start Date	Inception
End Date	6/30/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-092-PRK-001 with Hanson Professional Services Inc. in the amount of \$350,000 to perform the Thompson Trail Trestle and Causeway Replacement Project – Design.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 23-092-PRK-001
2. 04082024 TTT Hanson Contract Council meeting

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 23-092-PRK-001

Firm/Organization Legal Name (do not use dba's): Hanson Professional Services Inc.		
Address 11711 SE 8th St Suite 310, Bellevue, WA 98005	Federal Aid Number TAPUS-0030(114)	
UBI Number 601-432-955	Federal TIN or SSN Number 37-0844717	
Execution Date	Completion Date 12/31/2025	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Thompson Trail Trestle & Causeway Replacement Project		
Description of Work Conceptual design to restore tidal circulation and natural habitat in Fidalgo Bay through removing the existing trestle and fill and replacing it with a similar structure that would improve the health of the bay. The Project comprises approximately 2,350 linear feet of causeway embankment and 2,050 feet of trestle structure for a combined project length of approximately 4,400 feet. Scope for conceptual level design includes topographic survey, preliminary geotechnical investigation, IDW hazardous materials sampling, testing and characterization, hydrodynamic modeling and sediment transport evaluation, structural analysis and conceptual design, preparation of an alternatives analysis report and conceptual design renderings, and attendance at a public outreach meeting.		
☒ Yes ☐ Yes ☒ Yes ☒ Yes	☐ No DBE Participation ☒ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Total Amount Authorized: \$350,000 Management Reserve Fund: \$0 Maximum Amount Payable: \$350,000

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 23-092-PRK-001

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Anacortes hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Tiffany Matson		Name: Lauren Schroedter	
Agency: City of Anacortes		Agency: Hanson Professional Services Inc.	
Address: PO Box 547		Address: 11711 SE 8th St Suite 310	
City: Anacortes	State: WA	City: Bellevue	State: WA
Zip: 98221		Zip: 98005	
Email: contracts@cityofanacortes.org		Email: lschroedter@hanson-inc.com	
Phone: 360-299-1971		Phone: 425-285-5112	
Facsimile: N/A		Facsimile: N/A	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Tiffany Matson
Agency: City of Anacortes
Address: PO Box 547
City: Anacortes State: WA Zip: 98221
Email: contracts@cityofanacortes.org
Phone: 360-299-1971
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Background

The City of Anacortes (City) is in the initial phases of the Thompson Trail Trestle and Causeway Replacement Project. The goal of the overall project is to restore tidal circulation and natural habitat in Fidalgo Bay through removing the existing trestle and fill and replacing it with a similar structure that would improve the health of the bay. The Project comprises approximately 2,350 linear feet of causeway embankment and 2,050 feet of trestle structure for a combined project length of approximately 4,400 feet. The purposes of the design study are to produce replacement trestle alternative concept designs for the City and to assist in planning for the safe removal of the following:

- Existing trestle and causeway, including: creosote-treated timber piling (current structural piling and remnant piling from previous trestle structures) and other trestle members;
- Suspected buried creosote-treated piling within the causeway;
- Potentially contaminated causeway embankment soil and creosote-contaminated soil beneath and adjacent to both the trestle and causeway.

We understand the trestle spanned the entire width of Fidalgo Bay when constructed in 1890 and that the causeway section was constructed around 1920 using rock sourced from a mine on Weaverling Spit and potentially other sources. Historical records indicate the trestle was reconstructed several times during the 1940s and 1950s, and that the current trestle was converted to trail use in 2005. In 2009, an approximately 300-foot length of the trestle was damaged by fire and repaired in 2010. An approximately 80-foot length of the trestle was similarly damaged by fire in 2022 and repaired in 2023. We understand the damaged sections were not reconstructed to match the previous trestle structure and are not likely structurally capable of supporting heavy equipment. We anticipate there are numerous degraded or damaged remnant timber piling adjacent to and/or between the currently functional piling throughout the trestle footprint and within the causeway embankment fill.

Overview

We have tailored the following scope for this project based on input from the kickoff meeting and subsequent discussions with the City. To stay within the available project budget of \$350,000, we have scaled back from the full scope originally identified. The scope presented prioritizes data gathering and design necessary to develop a high-level opinion of probable construction cost (OPCC), but contains no contingencies if complications arise.

Task 1. Project Management

1.1 Team Coordination, Management and Administration

This task includes coordination of scope items with the City and between Hanson team members, as well as effort to manage contracts and subcontracts, establish Project accounting, prepare and submit monthly invoices, and manage tasks and budgets throughout the Project.

1.2 Meetings

Meetings will be scheduled on an as-needed basis to coordinate key elements of work, present progress and deliverables, and review feedback. Hanson and the City will determine what team members are appropriate to include in each meeting. Anticipated meetings have been identified in the "Meetings" section at the end of each of the scope elements captured below.

Task 2. Site Investigation and Baseline Assessment

2.1 Topographic Survey

Boundary Retracement

Our work will include a partial retracement of Section 32, Township 35 North, Range 2 East, W.M. as required to detail the existing City of Anacortes and Samish Tribe owned property lines, DNR managed tidelands and waterways, and County Road right of ways in proximity to the project corridor. Property lines will be determined only to the extent that they can be adequately and dependably depicted for the purposes of future permitting and property or easement acquisition needs. The Hanson team will

utilize previously determined upland and tidelands boundary survey work as prepared for the Samish Tribe for this effort to the extent feasible.

No permanent monumentation will be set for this work effort, and no formal Record of Survey map will be prepared or recorded. Instead, a brief memorandum describing our methods, findings and conclusions will be prepared and submitted with the completed topographic survey map described below. Survey crews will require access to City, Tribal and DNR managed properties for our work.

Topographic Surveying and Base Mapping

A rough sketch of our initial topographic survey limits has been attached to this scope of work proposal. The work will include minimal land and airborne topographic surveying services, intended to provide the design team with a 2' contour interval accuracy surface model of the trail corridor, and nearby beach (Weaverling Road vicinity- see attached map). It is our understanding that the UAV survey along the trestle and causeway will be limited to a width no greater than 50' on each side of the existing trail, which falls completely within the former 100-foot-wide BNSF railroad right of way (unless otherwise described below).

To best utilize available budget, we will limit our ground surveying services for this phase of work to the following features or tasks:

- Establish Horizontal and Vertical Control and Aerial Targets along project corridor
- Up to two standard causeway cross-sections (at low tide)
- One standard trestle cross section
- Utilities at March's Point Road (per 811 locate request)

We will begin our survey work with establishment of a project GPS control network projected on the following horizontal and vertical datums:

- Horizontal: NAD 83/91 Washington State Plane North Zone
- Vertical: NAVD 88

Topographic surveying will include the following details, at a minimum:

- UAV aerial target locations, including horizontal and vertical information at each point.
- 2' contour interval accuracy contours within the defined project corridor. UAV aerial photogrammetry and LiDAR surface data will include a portion of the existing tidelands and beach at Weaverling Road. Minimal ground truth survey data will be collected along the causeway and beach at Weaverling Road.
- Approximate horizontal extent of existing causeway wave protection material and debris (digitized from aerial photography)
- Existing causeway trail asphalt (approximate- digitized from photography)
- Wood trestle edges (approximate), including top of trestle elevations, and one typical section of trestle structure.
- Establish and denote (in CAD) the HTL contour either side of causeway and along beach (as provided by Blue Coast)
- Visible and painted underground utilities at March's Point Road (811 locate request)
- UAV based LiDAR surface mapping and photogrammetric survey data (at low tide daylight hours), including timber pile oblique photos (for pile count purposes only)
- Up to 4 geotechnical boring locations (assuming completed prior to field surveying efforts and visible at time of survey)
- Establish a minimum of 5 project benchmarks along the route for future construction needs.

Assumptions

- Property information, including agreements, easements, deeds, and/or record maps to be provided by the City of Anacortes and Washington State DNR prior to commencement of work as applicable and available.
- The Hanson team will have vehicular access (water, land and air) to the project site throughout the duration of the project, with affected property owners notified by the City prior to scheduled work in each area. It is assumed for the purposes of this proposal that vehicular access will not be permitted on the wood bridge deck. We do not anticipate the need to close the trail for our work.

- Survey of wave protection materials (rock, concrete, wood) along the causeway will be shown planimetrically only for rough material calculations. Such materials will not be included in the topographic surface model for the project, and waterward extent of such features will be located to the extent practicable considering staff safety and water conditions.
- Trestle feature surveying will be limited to approximate location of bents and piles *as visible at time of survey*. A site visit in December 2023 disclosed the existence of piles which exist below normal water level and are located between existing bent structures.
- Pile count will be roughly estimated based on surveyed and visible locations. Exact location and number of piles along the trestle (or causeway) corridor cannot be guaranteed.
- Survey deliverables provided with this base scope are appropriate for conceptual design. Additional survey (future phase / contract amendment) will be required prior to development of final design plans and construction plans for the project.

Deliverables

- PDF copy of certified PLS memorandum regarding establishment of boundary and right of way lines
- AutoCAD Civil 3D drawing file ('layer'/'level' symbology per consultant standards)
- Survey points including point number, northing, easting, and description (point codes)
- Xml surface model file from UAV flight data
- Aerial photogrammetry orthophoto mosaic
- PDF copies of research materials used during the course of the survey.

Meetings

- Virtual planning meeting (1 hour max)
- Site Meeting (if necessary, 4 hours max)

2.2 Structural Assessment

Hanson will conduct a visual inspection of the existing structure and document deficiencies for the purpose of determining feasibility of removing the existing timber piles.

Assumptions

Per discussion in the kick-off meeting, we assume that the Samish Indian Nation's Infrastructure & Resources Dept. will be able to provide a boat and pilot to conduct the structural assessment. The timing of the structural assessment will be coordinated with the tide schedule and is anticipated to occur in late March 2024. It is assumed that up to 2 full days utilizing the boat and pilot will be required for the assessment.

Deliverables

- No official deliverable under this scope item. Findings will influence design options and will be summarized in the Alternatives Analysis Report.

Meetings

- None anticipated (site work coordination is anticipated to occur via email and brief phone calls).

2.3 Geotechnical Investigation

Field Explorations Coordination and Scheduling

Upon notice to proceed, we will coordinate and schedule drilling subcontractor to complete the explorations.

Health and Safety Planning

We will prepare a Site-Specific Health and Safety Plan for site explorations. About two weeks prior to the scheduled start of explorations, we will visit the site to mark boring locations. We will then contact the Washington Utility Notification Center to request public utility markings.

Subsurface Explorations: Borings

We propose to complete three geotechnical borings during this phase: two along the causeway and one at the east abutment near the shoulder of March's Point Road (Exhibit 1).

Based on information provided during our project kickoff meeting on December 8, 2023, we understand the repaired sections of the trestle are not likely capable of supporting a truck- or track-mounted drill rig. Consequently, we are proposing no borings on the existing trestle during this phase.



Exhibit 1: Proposed Geotechnical/Environmental Exploration Locations

Details of the proposed borings are as follows:

- Drill boring B-1-24 at the western end of the causeway to approximately 50 feet below ground surface (bgs) or top of bedrock and advancing approximately 20 feet into bedrock using rock coring methods. Drill borings B-2-24 at the east end of the causeway to a depth of approximately 100 feet bgs.
- Drill boring B-3-24 near the east trestle abutment along the shoulder of March's Point Road to a depth of approximately 100 feet bgs.
- The drilling subcontractor will use sonic core and rock core drilling methods to advance boring B-1-24, and sonic core methods to drill borings B-2-24 and B-3-24. Sonic core methods are capable of advancing through boulders and other obstructions that may be present within the causeway embankment fill without potential inadvertent loss of drilling fluids into Fidalgo Bay and, in our opinion, are best suited for advancing the borings in anticipated conditions.
- Investigation-derived waste (IDW) (composed of drill cuttings and fluids generated during the drilling process) will be placed in sealed 55-gallon drums, each labeled to identify the boring from which the materials were derived.

- We will characterize IDW for all explorations based on analytical laboratory test results from two composite environmental samples collected from drummed IDW to confirm whether regulated contaminants are present (e.g., metals, hydrocarbons and derivatives) and whether contaminant concentrations exceed regulatory criteria.
- We will store the drums on-site until analytical test results have been received and reviewed to determine appropriate disposal locations.
- The drilling subcontractor will decontaminate casing, drill rods, samplers, and tooling between explorations to reduce the potential for cross-contamination.
- We will have a field representative on-site full-time to observe the subsurface explorations, collect soil samples, and maintain a detailed exploration field log.
- Perform Standard Penetration Tests (SPTs) in each boring at 2.5-foot intervals to 20 feet, and 5-foot intervals thereafter.
- Install vibrating wire piezometers (VWPs) and dataloggers in three borings; two along the causeway and one at the east trestle abutment.
- Backfill the boreholes in accordance with Washington State law.
- Borehole locations will be surveyed by others for inclusion in the topographic site plan.
- Borings where VWPs are installed will be completed with a flush-mount monument set in concrete.
- VWPs will be connected to dataloggers that will record groundwater depth information at specified intervals over a one-year monitoring period and possibly longer.
- We will visit the site after approximately 6 months to download VWP data and install fresh batteries in the dataloggers and again at the end of the one-year monitoring period to retrieve the dataloggers.
- At the City's direction we can extend the monitoring period under separate scope and fee.
- Retain the soil samples retrieved from the borings and transport them to our Seattle laboratory for geologic characterization and laboratory testing.
- Retain soil samples for 90 days, after which the samples will be disposed of, given to the City, or stored for a longer period of time for a monthly fee.
- Perform geotechnical laboratory index testing on selected samples.
- Perform corrosion testing on selected samples.
- We will compile laboratory test results, laboratory sample review descriptions, and field SPT data in boring logs to be included with our geotechnical report.
- If the borings encounter sufficient thickness of competent bearing material at shallower depths than anticipated, we will cease drilling to reduce costs.

Assumptions

- See Task 2.4 assumptions section.

Deliverables

- Site-Specific Health and Safety Plan for site explorations.
- Geotechnical laboratory test results including boring logs.
- VWP reports after 6 month and 1-year monitoring periods.

Meetings

- None Anticipated (site work coordination is anticipated to occur via email and brief phone calls).

2.4 IDW Hazardous Materials Sampling, Testing and Characterization

During the geotechnical exploration program, our field representative will field screen IDW using a photoionization detector along with visual and olfactory methods. We will collect two composite soil samples from drummed IDW for hazardous materials testing. We will review test results and prepare a letter that contains the test results and our conclusions and recommendations regarding legally permissible off-site soil disposal.

Consistent with our previous environmental characterization experience within active or historic railroad-use corridors, we will request the following suite of analytical tests:

- Diesel- and oil-range petroleum hydrocarbons using Northwest Total Petroleum Hydrocarbon as Diesel Extended;
- Gasoline-range petroleum hydrocarbons, including benzene, toluene, ethylbenzene, and xylenes (BTEX) using Northwest Total Petroleum Hydrocarbon as Gasoline Extended;
- Resource Conservation Recovery Act metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver) using EPA Method 6020B/7471B and additionally testing for copper, nickel and zinc; and
- Semi-volatile organic compounds (SVOCs) including polycyclic aromatic compounds (PAHs).

We will transport the samples to OnSite Environmental, Inc., located in Redmond, Washington under chain-of-custody procedures. We anticipate requesting the standard five- to seven-day turnaround time for the analytical testing.

If any of the initial metals tests indicate concentrations exceed a waste characterization action level, we would recommend the sample be re-analyzed using the Toxicity Characteristic Leachate Procedure (TCLP) test to determine whether the soil would be considered a Washington State Dangerous Waste. If needed, this testing would occur under separate scope and fee.

Please note that this proposed scope of services includes only conceptual environmental sampling, testing and characterization as part of the geotechnical investigation and does not include sampling, testing or characterization at numerous locations as necessary to delineate the potential creosote leachate plume and associated biocontamination described in the 2008 Fidalgo Inc. study. This scope of services also does not include preparation of a remediation feasibility study, remedial cost estimate, or cleanup action plan. We anticipate these services would be included in a future design phase.

Assumptions (associated with Geotech and Hazardous Materials related efforts)

- The City will not require a permit to occupy the trail for geotechnical explorations and will provide access to the exploration locations within the project extents. If any City permitting is required, City personnel will complete the applications or waiver requests and pay any applicable fees. Appropriate information can be provided by the Hanson team to allow City staff to fill out and submit necessary permit applications.
- The City will provide trail closure and work area signs, cones, and other devices necessary to satisfy City safety protocols for protecting trail users from drilling activities.
- The City will provide a laydown area for staging 55-gallon steel drums, drilling equipment, and other materials throughout the duration of the exploration program and will allow the sealed drums containing IDW to remain on-site until analytical test results have been received and reviewed, appropriate disposal sites have been identified, and disposal has been coordinated and executed.
- IDW generated during explorations is assumed to be non-hazardous (i.e., does not exceed hazardous material cleanup threshold values but may contain lower contaminant concentrations).
- We have assumed all IDW will require disposal at a facility that is permitted to accept materials contaminated with non-hazardous concentrations of arsenic, lead, heavy metals, and petroleum.
- Upon sampling and testing, if the IDW meets the criteria to be considered hazardous waste, additional disposal cost will be incurred.
- Field environmental screening will consist of visual and olfactory examination and photoionization detector screening.
- All drilling will be performed during normal workday hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.
- The laboratory testing program will be finalized after the field exploration soil samples are received and reviewed and may vary from the laboratory program described in this scope/fee.
- Site conditions that would cause the site seismic site classification to be Site Class F are not present. (Note: Site Class F refers to thick, soft soil conditions and/or liquefiable sites).
- Site-specific site response analysis and downhole shear wave velocity measurement are not required.
- Soil samples will be returned to the City or disposed of after the 90-day storage period. Storage fees are not included in our fee estimate.

- Per the RCO grant, we assume that RCO will provide required cultural resources consultation and that if on-site monitoring is necessary, monitoring and associated planning will be provided by the Samish Indian Nation.
- The project will not require a Nationwide Permit or Biological Assessment for this phase of work.
- The work is exempt from State Environmental Policy Review per WAC 197-11-800 under Exemption 17 – Information Collection and Research.
- The work is exempt from City of Anacortes Critical Areas review per Anacortes Municipal Code 19.70.040.F, Table 19.70.040 (A) – Site Investigation.
- This scope assumes that there will be no discoveries during archaeological monitoring
- Unless specifically stated otherwise we have not included any fees or costs associated with processing permit applications.

Deliverables

- Letter that includes a summary of sample analyses and interpretation, chain-of-custody documentation, laboratory reports, and our conclusions and recommendations regarding legally permissible off-site soil and creosote-treated timber disposal.

Meetings

- None Anticipated (meetings to coordinate geotechnical/sampling findings with conceptual structure design are included in Task 3.1).

Task 3. Data Analysis and Design

3.1 Geotechnical Design Analysis

The Hanson team will estimate geotechnical engineering properties for the soils encountered in the explorations. Using our estimated properties, we will complete the following geotechnical design analyses:

Seismic Analyses

Our proposed seismic analyses include the following:

- Based on subsurface conditions observed from the borings, we will provide recommendations for up to two seismic Site Classes, including code-based seismic design parameters.
- We will complete liquefaction susceptibility analyses under each of the design earthquake ground motions for each of the borings based on field and laboratory test data, observed soil types and consistency, and measured groundwater depths.
- We will evaluate field and laboratory test data, liquefaction susceptibility results, and other observed conditions to assign one or more seismic site classes for the proposed trestle structure.
- If subsurface conditions and/or liquefaction susceptibility indicate the site meets the conditions such that seismic Site Class F we will report those findings and provide recommendations for subsequent geotechnical effort to address such conditions during a future design phase.

Foundation Analyses

For the proposed structure we will provide the following analyses:

- Estimated axial capacity for one driven steel piling section and for one drilled shaft diameter.
- Estimated LPILE parameters for use in structural design analysis.

As applicable, foundation analyses will account for reduced strength and postseismic settlement based on the results of our seismic analyses.

Geotechnical Reporting

We will prepare one draft and one final geotechnical report for the Project. The reports will include:

- Logs of borings,

- Geotechnical laboratory test results,
- Seismic site class,
- Deep foundation axial capacity estimates,
- Geotechnical construction considerations.

Deliverables

- One draft and one final geotech report

Meetings

- Geotech Design Development Meetings (max 3 meetings)

3.2 Hydrodynamic Modeling and Sediment Transport Evaluation

As part of the feasibility study for the project, tidal hydrodynamic modeling was conducted for several causeway removal alternatives. The modeling was done in 2008 using an older modeling platform that is not well suited to tidal marsh inundation modeling, where much of the modeled area dries out at lower tides. This was noted in the modeling report (Ridolfi, 2008) which stated that the model was not run for tides higher than mean higher high water due to instabilities in the model due to wetting and drying of marsh areas at higher tides. The highest tidal velocities in the estuary will occur during the largest tidal swing (height from low to high tide), which was not evaluated by the previous modeling effort.

As the largest velocities in the estuary drive design criteria for the causeway openings and trestle structure (i.e., scour and current loads) and expected sediment erosion and deposition within the marsh areas post-restoration, we propose to develop an updated two-dimensional (2D) hydrodynamic model of Fidalgo Bay (with high resolution along the proposed alignment) and vicinity (may include some portions of Padilla Bay) to support refinement and design of the preferred alternative. The updated model will also be used to evaluate impacts to tidal circulation, sediment transport, and habitat areas within Fidalgo Bay that may result from the proposed restoration project.

Wave modeling should also be conducted to evaluate changes to wind-wave energy post-product, as increased wave energy south of the existing causeway is expected once the causeway is removed. Increased wave energy could impact shoreline stability within Fidalgo Bay, as well as increase erosion potential within marsh areas. Wave modeling is scoped below as an optional task and could be moved to future phases of the project if needed.

Sub-tasks associated with this work include the following:

Compile and Review Existing Data

The Hanson team will compile and review existing information related to the modeling work, including but not limited to, previous modeling work, bathymetry, topography, tidal elevations, tidal circulation, sedimentation, mapped eelgrass beds, shellfish areas, shoreline armoring and condition, critical infrastructure, and other information within and near the project location. Existing information will be used to develop a conceptual model for tidal hydrodynamics and sediment transport within Fidalgo Bay and used as input to the hydrodynamic modeling work.

Develop and Implement Hydrodynamic Model

The Hanson team will develop a 2D tidal hydrodynamic model of Fidalgo Bay, including the project location, using the HEC-RAS 2D model platform developed by the US Army Corps of Engineers (USACE). This modeling platform is a significant improvement over the RMA2 model platform (also developed by the USACE) especially in its ability to wet and dry shallow tidal marsh areas due to tidal inundation. The HEC-RAS 2D model is a standard model in engineering practice for project-scale tidal hydrodynamic modeling to support restoration project design. We have successfully and efficiently implemented the HEC-RAS 2D model in Puget Sound to inform design and permitting for estuarine restoration projects.

The HEC RAS 2D model is also non-proprietary and is freely available. Therefore, the model developed as part of this task could be used by the City or project partners for future or other work in the Bay, if so desired, without the need to purchase software.

The hydrodynamic model will be developed for Fidalgo Bay extending north to approximately March Point. Existing bathymetry and topographic information will be used to develop the model. Site specific survey data collected as part of this phase of the project will be used to augment the existing information to develop the model. Existing information collected as part of the initial modeling effort in 2008 (and other available data) will be used to calibrate and/or validate the model.

Model simulations will be completed for the full extent of the tide, including king tide conditions. Sea level rise simulations will also be completed as part of this modeling work. Exiting conditions and two removal scenarios for the causeway (removal to the end of Weaverling Spit and full removal) will be evaluated using the updated hydrodynamic model.

Water surface elevations and current velocities throughout Fidalgo Bay will be provided by the model for each scenario considered. Changes to current velocities due to proposed restoration work can be developed from model results and used to inform selection of the final alternatives and assist with permitting.

The hydrodynamic modeling work would also be used to develop design criteria for the piles or other support structures for the trestle proposed for the project.

Sediment Transport Evaluation

The results of the hydrodynamic modeling work will be used to evaluate potential for sediment erosion and deposition within Fidalgo Bay as a result of proposed restoration work. Changes to predicted current velocities and bed shear stresses from the hydrodynamic model will be primarily used for this evaluation, as well as any exiting data and information compiled. Changes or impacts to sedimentation and habitat (i.e., eelgrass beds) within Fidalgo Bay expected as part of the restoration work will be analyzed based on hydrodynamic modeling results.

Potential for sediment mobility due to piling removal will be qualitatively evaluated; using results of the hydrodynamic model, potential for transport of that material will also be studied as part of this task. No sediment transport modeling is proposed as part of this work.

Reporting

This task includes development of a technical memorandum documenting the results of the hydrodynamic modeling and sediment transport evaluation work. Scope includes development of both a draft and final Memorandum. Two rounds of review (one from Hanson and one from the City) are anticipated for the draft deliverables.

Deliverables

- 2D hydrodynamic model of Fidalgo Bay, including a technical memorandum.

Meetings

- None Anticipated

3.3 Structural Analysis and Conceptual Design

Hanson will provide a Bridge Alternatives Study to investigate alternatives with a variety of types, spans, bridge lengths and alignments along with corresponding foundation types. This study will be used to select the best value based on a screening process determined at the beginning of the Conceptual Phase. Two (2) alternative bridge solutions will be conceptualized based on the investigation.

Consideration will be given to the feasibility of in-service maintenance inspection of the structure using standard bridge inspection equipment. Consideration shall include but not be limited to height of bridge, structure depth, bridge width, and obstructions along the side of the bridge such as tall fences. If the structure being proposed would not accommodate inspection with standard equipment, then a system shall be designed in future phases to make the bridge accessible for inspection.

Hanson will perform the geometric analysis at the proposed bridge site necessary to develop concept level drawings to include the following:

- Existing site plan showing area/location map; property boundaries; landownership; road, trails, utilities, or other infrastructure as appropriate; horizontal and vertical scales; north arrow; water bodies; and mean low and high water.
- Conceptual general plan of the structure showing the alignment, span lengths, approximate out-to-out bridge width, clear width between railings, direction of flow, contours, and general site features provided by the survey.
- Conceptual profiles across the structure and general elevation of representative spans of the structure showing grades on the structure, span lengths, design water surface elevations, freeboard, vertical clearances, and general site features provided by the survey.
- Typical bridge section showing approximate out-to-out bridge width, clear distance between railings and superstructure type.

Design will be conceptual in nature and taken to a level as needed for development of construction cost at this stage. The bridge length shall be based on alignments, geometric analysis, spill slope requirements and profiles. Specific details including, but not limited to, railing type, foundation types, etc. will be excluded at this stage and incorporated into future submittals.

Hanson will also develop a conceptual bridge opinion of probable construction cost (OPCC) for the two alternatives. As this is a conceptual design-level cost estimate it will be a rough calculation based on professional opinion of similar project costs and estimated quantities as appropriate; it will NOT be based on thorough quantification of all project costs. The estimate will also include anticipated design fees for the full design of the replacement bridge.

Hanson will review available as-built drawings of the existing trestle and utilize field observations to determine a rating of the structure to support a geotechnical drilling rig in future phases of the project. The determination will be used to inform future project costs. Future boring(s) may be taken via access from the existing trestle if capacity is adequate or via barge at a considerable additional expense.

Deliverables

- Conceptual bridge plans for each alternative.
- Conceptual bridge opinion of probable construction cost (OPCC) for each alternative.
- Load rating report of the existing trestle for support of a geotechnical drilling rig.

Meetings

- Meeting with City to discuss anticipated structural alternatives.

Task 4. Alternatives Analysis Report and Conceptual Design Renderings

4.1 Alternatives Analysis Report

The Hanson team will provide an Alternatives Analysis report that is anticipated to include the following components:

- Introduction: An explanation of the purpose of the project and its specific habitat restoration goals and objectives.
- Existing Conditions: A characterization and analysis of the existing conditions relevant to project design.
- Preliminary Design Alternatives: An identification, description, and evaluation (pros/cons) of design alternatives considered to achieve the project goals and objectives. Stakeholder comments will be integrated when relevant to capturing pros/cons of the design alternatives.
- Preferred Alternative: A description of a preferred alternative(s) and the rationale for selection. Will include a brief explanation of why other alternatives were not selected. Discussion of stakeholder comments will be integrated when relevant to selection of the preferred alternative(s).
- Stakeholder Consultation: A description of regulatory and/or other public consultation activities not otherwise captured in this report.
- Conceptual Design Drawings (Deliverable from Task 3.3)
- Conceptual Opinion of Probable Cost (Deliverable from Task 3.3)
- Appendices:

- Certified PLS memorandum regarding establishment of boundary and right of way lines (Deliverable from Task 2.1)
- Hydrographic Modeling and Sediment Transport Summary (Deliverable from Task 3.2)
- Wave modeling reporting (Full Scope Only; Deliverable from Task 3.2)
- Geotechnical Report (Deliverable from Task 3.1)
- IDW Hazardous Materials, Sampling, Testing and Characterization summary letter (deliverable from Task 2.4)
- Load rating report of the existing trestle for support of a geotechnical drilling rig (Deliverable from Task 3.3)
- Phase 2 Permitting Strategy Memo (deliverable from Task 5)

Deliverables

- Alternatives Analysis Report (one draft and one revision) delivered as a PDF.

Meetings

- One review meeting with the City (if desired/warranted).

4.2 Conceptual Design Renderings

The Hanson team will prepare conceptual renderings for two alternatives for replacing the over-water trail. We propose three total graphics: an existing conditions view, a Concept 1 bird's-eye perspective, and a Concept 2 bird's-eye perspective. The bird's-eye perspectives will show how the trail fits into the overall landscape and the general sense of the scale and materiality of the proposed structures. It is our understanding that the renderings will be used during the public engagement process. The Hanson team will attend one rendering planning meeting with the design team and the City to discuss the proposed concepts and the most effective views to be shown in the renderings. The viewpoint for the renderings will be determined at this meeting. Following this initial meeting, a draft rendering will be prepared of each of the two concepts for review. One round of review and refinement is anticipated. The final graphics will be formatted for printing and for web posting.

Deliverables

- Renderings of two proposed concepts and one existing conditions view (three total sheets); Delivered as 11x17 PDFs or JPGs.

Meetings

- One rendering planning meeting with the City.

Task 5. Phase 2 Permitting Strategy

We will develop a permitting strategy to be implemented during the next phase (Phase 2) of the project. We will review existing information regarding environmental/biological conditions of the site, conduct a site visit, and coordinate with permitting agencies to determine what studies and/or additional data collection, if any, may be needed to complete environmental permitting applications. A permitting opinion of probable cost and anticipated permitting schedule would also be developed. Results will be presented to the City in a technical memorandum.

Deliverables

- Technical Memo including permitting opinion of probable cost and anticipated permitting schedule.

Meetings

- Meetings will be held with permitting agencies as needed to complete the above noted scope of work; emails or phone calls may be used in lieu of official meetings.

Task 6. Public Involvement and Outreach

Based on discussions during the creation and refinement of this scope, it is our understating that the City would like to hold one in-person public meeting as part of this project scope. The Public meeting is anticipated to occur after completion of the draft

Alternatives Analysis Report and Conceptual Design Renderings. The public will be given the opportunity to ask questions about the draft report and provide feedback on the contents of the report. The City will be responsible for providing a meeting location, advertising for the event, and handling general event logistics. Members of the Hanson technical team will attend the event, give a brief overview of the work completed and be available to answer questions. The City will capture all stakeholder comments received during the event and provide a summary or list of the comments to the Hanson Team.

After the public meeting, a debrief call is anticipated involving the City and the Hanson team. The purpose of this call will be to agree to how comments will be handled. The City will handle any documentation of comment disposition. Hanson will integrate the comment log into the Alternatives Analysis Report and address minor comments to the body of the report within the hours noted. Additional edits to the body of the report and/or requested updates/edits to appendixes of the Alternatives Analysis Report will only be addressed if there is budget remaining; see Task 6a in the appendix for optional additional comment responses.

The City may hold additional public meetings to share general project information and gather general project feedback. The Hanson team would not have any role in these additional meetings.

Assumptions

- Public outreach engagement materials prepared by Hanson will be limited to the draft Alternatives Analysis Report and Conceptual Design Renderings (deliverables from Task 4); the City will develop any additional engagement materials desired (project fact sheet, meeting notifications, handout, etc.)
- Edits to the body of the report following the debrief meeting will be limited to 2 hours of effort. Additional edits can be made if there is budget remaining.
- At a minimum, the Hanson PM will attend the debrief meeting; other Hanson team members (2) will attend the debrief meeting or in lieu of meeting attendance, use the time to provide input via email if this appears a more prudent use of available hours.
- If the City desires the public comments and/or comment disposition be included as an appendix in the Alternatives Analysis Report, the City shall provide a final PDF to Hanson for inclusion.

Deliverables

- Revised (Final) Alternatives Analysis Report delivered as a PDF.

Meetings

- Public outreach planning meeting (virtual, max 1 hour). Meeting to be attended by the Hanson PM and up to 2 other Hanson Team members.
- Public outreach meeting attendance (max 4 hours). It is anticipated 3-4 members from the Hanson Team will attend.
- Debrief meeting following public outreach meeting (virtual, max 2 hours). It is anticipated up to 3 members from the Hanson Team will attend.

Exhibit A Scope of Work

Hanson Project Number: 23L1052

TOMMY THOMPSON TRAIL FIDALGO BAY CROSSING SURVEY LIMITS PHASE 1 UAV DERIVED SURVEY DATA



Agreement Number: 23-092-PRK-001

Blue Coast Engineering LLC is a small full-service coastal engineering firm, founded in 2018. They are a certified Women's Business Enterprise and Disadvantaged Business Enterprise specializing coastal engineering and design, coastal geomorphology, shoreline and estuary restoration, data collection and numerical modeling. Blue Coast Engineering LLC will be providing hydrodynamic modeling and sediment transport evaluation for this project.

Pacific Surveying and Engineering, the Hanson team member providing surveying services, qualifies as a U.S. small business for government contracts

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

PDF copy of certified PLS memorandum regarding establishment of boundary and right of way lines
AutoCAD Civil 3D drawing file ('layer'/'level' symbology per consultant standards)
Text file of survey points including point number, northing, easting, and description (point codes)
Xml surface model file from UAV flight data
Aerial photogrammetry orthophoto mosaic

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Conceptual bridge plans for each alternative.

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have access to product at all times. The typical 30/60/90/100 reviews will occur at a minimum.

E. Specify the Electronic Deliverables to Be Provided to the Agency

All existing files and project history will be provided by Agency to Consultant.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency will manage project and complete all aspects of project not provided by Consultant. Consultant will provide expertise and conceptual design as outlined in scope.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email and FTP site

A. Agency Software Suite

Microsoft
Civil 3D

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

Varies

Exhibit D

Prime Consultant Cost Computations

Hanson Professional Services					
DIRECT SALARY COSTS (DSC)					
Task	Personnel	Hours		Rate*	Cost
1	EAS VIII (PM)	162	X	\$ 78.21	= \$ 12,670
2	EAS VIII	30	X	\$ 86.33	= \$ 2,590
3	EAS VI	155	X	\$ 69.57	= \$ 10,783
4	EAS IV	35	X	\$ 44.49	= \$ 1,557
5	EAS III	205	X	\$ 40.31	= \$ 8,264
6	Admin V	44	X	\$ 35.14	= \$ 1,546
7		0	X		= \$ -
8		0	X		= \$ -
	Total Hours	631		Subtotal Direct Salary Costs (DSC) =	\$ 37,410
	Overhead (OH)	163.89%		of (DSC) =	\$ 61,311
	Fixed Fee (FF)	13.00%		of (DSC + OH) =	\$ 12,833.81
TOTAL SALARY COSTS (DSC + OH + FF) =					\$ 111,555
DIRECT NONSALARY COSTS (DNSC)					
	Mileage	221 miles @	\$ 0.670	\$	148
	Flight/Hotel/Per Diem/Vehicle Rental			\$	1,569
	Subconsultant: Pacific Surveying and Engineering			\$	42,196
	Subconsultant: Shannon and Wilson			\$	123,828
	Subconsultant: Blue Coast			\$	47,030
	Subconsultant: Environmental Science Associates			\$	23,674
TOTAL REIMBURSABLE EXPENSES (DNSC) =					\$ 238,445
TOTAL AUTHORIZED AMOUNT =					\$ 350,000

*This sheet captures the anticipated rates for personnel working on the project. Project invoicing will reflect actual rates of pay for employees and principals actively involved in the project.

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Pacific Surveying and Engineering (Subconsultant)						
DIRECT SALARY COSTS (DSC)						
Task	Personnel	Hours		Rate*		Cost
1	Principal Surveyor	40	X	\$ 79.25	= \$	3,170
2	Senior CAD	72	X	\$ 79.25	= \$	5,706
3	UAV Pilot	32	X	\$ 79.25	= \$	2,536
4	Project Manager	8	X	\$ 79.25	= \$	634
5	Senior Survey Technician	50	X	\$ 40.00	= \$	2,000
6	Survey Crew Lead	50	X	\$ 40.00	= \$	2,000
7	Survey Crew Member	20	X	\$ 36.00	= \$	720
8	Survey Technician	12	X	\$ 38.00	= \$	456
9	Clerical	6	X	\$ 53.85	= \$	323
	Total Hours	290		Subtotal Direct Salary Costs (DSC) =	\$	17,545
	Overhead (OH)	110.13%		of (DSC) =	\$	19,322
	Fixed Fee (FF)	13.00%		of (DSC + OH) =	\$	4,792.77
TOTAL SALARY COSTS (DSC + OH + FF) =						\$ 41,660
DIRECT NONSALARY COSTS (DNSC)						
	Mileage	800	miles @	\$ 0.670	\$	536
	Flight/Hotel/Per Diem/Vehicle Rental				\$	-
TOTAL REIMBURSABLE EXPENSES (DNSC) =						\$ 536
TOTAL AUTHORIZED AMOUNT =						\$ 42,196

*This sheet captures the anticipated rates for personnel working on the project. Project invoicing will reflect actual rates of pay for employees and principals actively involved in the project.

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Shannon and Wilson (Subconsultant)					
DIRECT SALARY COSTS (DSC)					
Task	Personnel	Hours		Rate*	Cost
1	VP	22	X	\$ 95.02	= \$ 2,090
2	Sr. Associate	50	X	\$ 76.52	= \$ 3,826
3	Sr Prof 1	77	X	\$ 51.63	= \$ 3,976
4	Prof IV	187	X	\$ 48.46	= \$ 9,062
5	Sr. Tech	9	X	\$ 49.28	= \$ 444
6	Off. Svcs II	9	X	\$ 32.00	= \$ 288
	Total Hours	354		Subtotal Direct Salary Costs (DSC) =	\$ 19,685
	Overhead (OH)	170.82%		of (DSC) =	\$ 33,627
	Fixed Fee (FF)	13.00%		of (DSC + OH) =	\$ 6,931
TOTAL SALARY COSTS (DSC + OH + FF) =					\$ 60,243
DIRECT NONSALARY COSTS (DNCS)					
Mileage		1440	miles @	\$ 0.670	\$ 965
Per Diem		4	EA @	\$ 166	\$ 664
Vibrating Wire Piezometer		3	DY @	\$ 650	\$ 1,950
Dataloggers		3	EA @	\$ 750	\$ 2,250
Subcontractor: Western States Drilling (includes 10% markup)		1	EA @	\$ 48,152	\$ 48,152
Subcontractor: ACTEnviro (IDW) (includes 10% markup)		15	LS @	\$ 250	\$ 3,750
Subcontractor Laboratory Testing, TPH-Gx/BTEX (includes 10% markup)		2	EA @	\$ 83	\$ 165
Subcontractor Laboratory Testing, TPH-Dx (includes 10% markup)		2	EA @	\$ 83	\$ 165
Subcontractor Laboratory Testing, PAHs (includes 10% markup)		2	EA @	\$ 220	\$ 440
Subcontractor Laboratory Testing, RCRA 8 Metals (includes 10% markup)		2	EA @	\$ 138	\$ 275
Laboratory Testing, Moisture Content		28	EA @	\$ 24	\$ 672
Laboratory Testing, Grain Size Analyses		8	EA @	\$ 150	\$ 1,200
Laboratory Testing, Plasticity Limits		4	EA @	\$ 220	\$ 880
Laboratory Testing, Corrosion		4	EA @	\$ 290	\$ 1,160
Laboratory Testing Supplies (Boxes, Jars, etc.)		12	EA @	\$ 54	\$ 648
Copies, Reprographics		1	LS @	\$ 250	\$ 250
TOTAL REIMBURSABLE EXPENSES (DNCS) =					\$ 63,585

TOTAL AUTHORIZED AMOUNT = \$ 123,828

*This sheet captures the anticipated rates for personnel working on the project. Project invoicing will reflect actual rates of pay for employees and principals actively involved in the project.

Agreement Number: 23-092-PRK-001

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Blue Coast Engineering (Subconsultant)						
DIRECT SALARY COSTS (DSC)						
Task	Personnel	Hours		Rate*		Cost
1	Principal Engineer	46	X	\$ 74.39	= \$	3,422
2	Senior Coastal Engineer	28	X	\$ 66.97	= \$	1,875
3	Senior Hydraulic Engineer (PM)	100	X	\$ 66.97	= \$	6,697
4	Staff Engineer 2	108	X	\$ 45.75	= \$	4,941
5	Senior Geospatial Analyst	40	X	\$ 57.04	= \$	2,282
6	Junior Scientist	30	X	\$ 32.17	= \$	965
	Total Hours	352		Subtotal Direct Salary Costs (DSC) =	\$	20,182
	Overhead (OH)	105.93%			of (DSC) = \$	21,379
	Fixed Fee (FF)	13.00%			of (DSC + OH) = \$	5,402.85
TOTAL SALARY COSTS (DSC + OH + FF) =						\$ 46,963
DIRECT NONSALARY COSTS (DNSC)						
	Mileage		100	miles @ \$	0.670	\$ 67
TOTAL REIMBURSABLE EXPENSES (DNSC) =						\$ 67
TOTAL AUTHORIZED AMOUNT =						\$ 47,030

*This sheet captures the anticipated rates for personnel working on the project. Project invoicing will reflect actual rates of pay for employees and principals actively involved in the project.

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

ESA (Subconsultant)					
DIRECT SALARY COSTS (DSC)					
Task	Personnel	Hours		Rate*	Cost
1	Regional Business Group Director	1	X	\$ 91.35	= \$ 91
2	Biologist VI	6	X	\$ 88.44	= \$ 531
3	Biologist IV	54	X	\$ 59.17	= \$ 3,195
4	Landscape Designer/Architect V	50	X	\$ 65.52	= \$ 3,276
	Total Hours	111		Subtotal Direct Salary Costs (DSC) =	\$ 7,093
	Overhead (OH)	194.03%		of (DSC) =	\$ 13,763
	Fixed Fee (FF)	13.00%		of (DSC + OH) =	\$ 2,711.29
TOTAL SALARY COSTS (DSC + OH + FF) =					\$ 23,567
DIRECT NONSALARY COSTS (DNSC)					
	Mileage	160	miles @	\$ 0.670	\$ 107
	Flight/Hotel/Per Diem/Vehicle Rental				\$ -
TOTAL REIMBURSABLE EXPENSES (DNSC) =					\$ 107
TOTAL AUTHORIZED AMOUNT =					\$ 23,674

*This sheet captures the anticipated rates for personnel working on the project. Project invoicing will reflect actual rates of pay for employees and principals actively involved in the project.

Exhibit F - Title VI Assurances Appendix A & E

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, *(Title of Modal Operating Administration)*, 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.
[Include Modal Operating Administration specific program requirements.]
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. *[Include Modal Operating Administration specific program requirements.]*
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 *(Title of Modal Operating Administration)* 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 *(Title of Modal Operating Administration)*, 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 *(Title of Modal Operating Administration)* 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 *(Title of Modal Operating Administration)* 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.

Exhibit F - Title VI Assurances Appendix A & E

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 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).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number: 23-092-PRK-001

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Hanson Professional Services Inc.
whose address is
11711 SE 8th St Suite 310, Bellevue, WA
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Anacortes, WSDOT
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Hanson Professional Services Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Anacortes

I hereby certify that I am the:

- ☒ Mayor
- ☐ Other

of the City of Anacortes, and Hanson Professional Services Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Anacortes and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Hanson Professional Services Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Hanson Professional Services Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of Project Number: 23-092-PRK-001 are accurate, complete, and current as of 3/20/2024.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Hanson Professional Services Inc.

Signature Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number: 23-092-PRK-001

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number: 23-092-PRK-001

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Thompson Trail Trestle



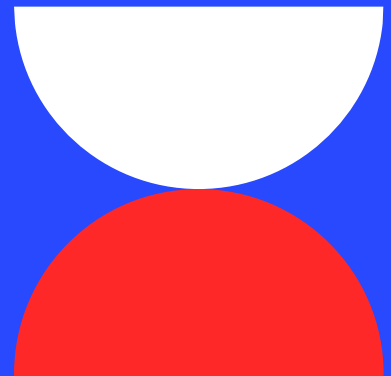
- This project is a collaborative effort between the Samish Indian Nation, The Washington State Department of Natural Resources and City of Anacortes. COA owns the trail and is the lead agency.
- It originated via a grant with the Recreation and Conservation Office and their Estuary and Salmon Restoration Program.
- Amount covered by the grant \$205,000, amount in match; \$155,000.



Hanson Professional Services, Inc.

Scope of Work: Feasibility of Removing
and Replacing the Causeway and
Trestle.

Geotechnical Report
Bathymetric Survey
Public and Trail Access
Public Education
Final Report



Questions?



City Council Agenda Bill

Meeting Date: April 8,
2024

Agenda Item: 6.c.

Agenda Item Title: Contract Award - Microsoft Enterprise Agreement - Office 365
Renewal #24-113-ITS-001

Staff Contact(s): Emily Schuh, Jose Cervantes

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 \$122,930.45 to SHI International Corp. for the Microsoft Enterprise Agreement - Office 365 Renewal. The contract piggybacks on Washington State Master contract 05116/NASPO Value Point Master Agreement AR2488.

Background:

1. History: The Microsoft Office apps are the primary applications used by City staff for collaboration and communication within the organization and external stakeholders. This purchase renews our licenses from 5/1/2024-4/30/2025.

2. Key Terms:

- Total contract price of \$122,930.45 which includes \$9,942.90 in sales tax.

3. Competitive Bidding: The City has an interlocal cooperative purchasing agreement with Washington State and is procuring this purchase through Washington State Master contract [05116/NASPO Value Point Master Agreement AR2488](#).

Budget Impact:

Vendor	SHI International Corp.
Contract Amount	\$122,930.45
Earmarked Funds	\$122,930.45
BARS #	001.220.518.80.41
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-113-ITS-001 with SHI International Corp. in the amount of \$122,930.45 for the Microsoft Enterprise Agreement - Office 365 Renewal.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. Microft Enterprise Agreement Office 365 2024 Annual Renewal Presentation
2. 24-113-ITS-001

24-113-ITS-001
MICROSOFT
ENTERPRISE
AGREEMENT –
OFFICE 365
2024 ANNUAL
RENEWAL



Overview



Year 2 of 3 year agreement: \$122,930.45.
Budgeted expense.



Washington State Master contract
05116/NASPO Value Point Master
Agreement



SaaS: City “rents” use of Microsoft
applications. “Software as a Subscription”



Government Tenancy is
hosted within the
United States

Meets PCI, HIPPA and
CJIS requirements

Recommended Motion

- I move that City Council authorize the Mayor to sign contract 24-113-ITS-001 with SHI International Corporation in the amount of \$122,930.45 for the Microsoft Enterprise Agreement- Office 365 2024 Renewal.





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

PURCHASE ORDER 24-113-ITS-001

SUPPLIER: SHI International Corp
Mia Wagner
290 Davidson Ave
Somerset, NJ 08879
Phone: 732-868-8963
Email: mia_wagner@shi.com

Date: April 8, 2024
Contact: Jose Cervantes
Department: Information Systems Department
(360) 299-1981
cervantesj@cityofanacortes.org

DESCRIPTION	U/M	Unit Price	Amount
Subscription licenses for Microsoft M365 Suite as listed in Exhibit A This Work is subject to: - Quote 24481286, incorporated as Exhibit A, - Special Provisions, incorporated as Exhibit B, - Washington State Master contract 05116/NASPO Value Point Master Agreement AR2488, and related Amendments, incorporated as Exhibit C. The aforementioned Exhibits A, B, and C are hereby incorporated by reference and made a part hereof.	LS	\$112,987.55	\$112,987.55
Sum Total			\$112,987.55
Sales Tax @ 8.8%			\$9,942.90
Total Price			\$122,930.45

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.

SHI INTERNATIONAL CORP.

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

EXHIBIT A



Pricing Proposal
 Quotation #: 24481286
 Reference #: EA 88953589
 Created On: 2/9/2024
 Valid Until: 4/30/2024

WA-City Of Anacortes

Jose Cervantes

WA 98221
 United States
 Phone: (360) 299-1981
 Fax:
 Email: cervantesj@cityofanacortes.org

Microsoft Inside Account Manager

Mia Wagner

290 Davidson Ave
 Somerset, NJ 0873
 Phone: 732-868-8963
 Fax:
 Email: mia_wagner@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	6	\$143.23	\$859.38
2	O365 F3 GCC Sub Per User Microsoft - Part#: 3KS-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	1	\$38.17	\$38.17
3	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	220	\$404.43	\$88,974.60
4	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	25	\$258.38	\$6,459.50
5	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	50	\$57.32	\$2,866.00
6	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO Cloud Solutions	2	\$286.47	\$572.94

Contract #: AR2488
Subcontract #: 05116
Coverage Term: 5/1/2024 – 4/30/2025

7	Entra ID P2 GCC Sub Per User Microsoft - Part#: MQN-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	1	\$85.91	\$85.91
8	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	271	\$0.00	\$0.00
9	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	25	\$97.66	\$2,441.50
10	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	25	\$258.38	\$6,459.50
11	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	30	\$57.32	\$1,719.60
12	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	5	\$97.66	\$488.30
13	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 5/1/2024 – 4/30/2025	5	\$404.43	\$2,022.15

Subtotal	\$112,987.55
*Tax	\$9,942.90
Total	\$122,930.45

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



**PURCHASE ORDER #24-113-ITS-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Washington State Master contract 05116/NASPO Value Point Master Agreement AR2488.** The work on this project shall be accomplished in accordance with the Washington State Master contract 05116/NASPO Value Point Master Agreement AR2488, and related Amendments.

2. **Order of Precedence.** In the event of a conflict between the terms and conditions of Washington State Master contract 05116/NASPO Value Point Master Agreement AR2488 and these Special Provisions, the order of precedence shall be (a) Special Provisions identified as Exhibit B to Purchase Order #24-113-ITS-001, (b) Washington State Master contract 05116/NASPO Value Point Master Agreement AR2488.

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

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

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

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

7. **Inspection.**

A. Of the Work

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

B. Project Manager's Authority

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

8. **Defense and Indemnity Agreement.** The Supplier shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

9. **Insurance Requirements**

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

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

C. Minimum Scope of Insurance: The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. **The City of Anacortes shall be named as an additional insured** under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

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

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

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

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

G. Verification of Coverage: The Supplier shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Supplier before goods, materials or supplies will be accepted by the City.

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

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

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

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

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

12. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against City on account of any alleged patent or copyright infringement arising out of the performance of this PO or out of the use of any material furnished or work or services performed hereunder, Supplier shall defend City against any such suit or claim and hold City harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

13. The City's Right to Terminate PO.

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

B. Termination for Public Convenience: The City may terminate the PO in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

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

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

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

17. Disputes

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Supplier arising out of this PO, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Supplier to have oversight over the administration of this PO. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then

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

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

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

20. **Compliance with Laws.** The Supplier in the performance of this PO shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the PO to assure quality of services.

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

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

23. **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

SUPPLIER:

SHI International Corp
Mia Wagner
290 Davidson Ave
Somerset, NJ 08879
mia_wagner@shi.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).



City Council Agenda Bill

Meeting Date: April 8,
2024

Agenda Item: 6.d.

Agenda Item Title: Contract Award: Wastewater Treatment Plant Outfall Relocation - Marine and Upland #20-032-SEW-009

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$16,532,312.32 to Strider Construction Co., Inc. to perform the Wastewater Treatment Plant (WWTP) Outfall Relocation. The Wastewater Treatment Plant (WWTP) Outfall Relocation project will install a new WWTP outfall made of a 48-inch diameter high-density polyethylene (HDPE) pipe.

From the plant, the pipe will go 1,631 feet to the shoreline, where the pipe will reduce to a 42-inch outside diameter HDPE pipe for 1,030 feet with an 86-foot diffuser angled to the northeast at approximately 24.5 degrees to better match the bidirectional current. The total length of the pipe will be 2,661 feet from the plant continuing into Guemes Channel.

The new pipe will be east of the current outfall, terminate in deeper waters farther from the shoreline, and be able to convey larger effluent volumes. The new pipeline will be placed under existing roadways within City right of way. The main purpose of this project is to replace the existing damaged WWTP sewer outfall and relocate it to an area with greater access for future maintenance.

Background:

1. **History:** A FEMA declared disaster occurred in 2019, causing damage to the existing WWTP outfall. This project is necessary to create a new outfall for the WWTP.
2. **Key Terms:**
 - Contract is for a fixed price of \$16,532,312.32.
 - Work will be substantially completed within 400 calendar days.

3. Competitive Bidding: On December 20, 2024 the City [solicited bids](#) for the subject project and on February 13, 2024 a bid opening was conducted and 3 bids were received. Strider Construction Co., Inc. was determined to be the lowest responsive and responsible bidder. The Engineer's Estimate for this project was \$ 17,500,000.00. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Strider Construction Co., Inc.
Contract Amount	\$16,532,312.32
Earmarked Funds	
BARS #	440.760.594.35.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	400 calendar days

Previous Action: City Council has approved several contracts in regard to the outfall. Ranging in areas such as feasibility study, pre-design, permitting services, design, construction management, and now construction.

The City has also coordinated with the Port of Anacortes and other local entities.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-032-SEW-009 with Strider Construction Co., Inc. in the amount of \$16,532,312.32 to perform the Wastewater Treatment Plant (WWTP) Outfall Relocation.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Bid Tabulation
2. 20-032-SEW-009

WASTEWATER TREATMENT PLANT OUTFALL RELOCATION #20-032-SEW-009
BID OPENING DATE: FEBRUARY 13th, 2024

			FABER CONSTRUCTION		STRIDER CONSTRUCTION		IMCO GENERAL CONSTRUCTION	
Item No.	Description	Qty	Unit	Total Base Bid Price	Unit	Amount	Unit	Amount
1	Mobilization/Demobilization	1	MC	\$1,110,063.00	MC	\$ 1,600,000.00	MC	\$ 1,200,000.00
2	Trench Safety and Shoring	1	LS	\$154,188.00	LS	\$ 375,000.00	LS	\$ 350,000.00
3	Erosion and Sediment Control	1	LS	\$129,813.00	LS	\$ 350,000.00	LS	\$ 200,000.00
4	Utility Coordination and Protection	1	LS	\$66,369.00	LS	\$ 25,000.00	LS	\$ 20,000.00
5	Work Limits Preparation	1	LS	\$65,834.00	LS	\$ 450,000.00	LS	\$ 250,000.00
6	Sidewalk Demolition	4400	SF	\$17,600.00	SF	\$ 5,500.00	SF	\$ 15,400.00
7	Curb and Gutter Demolition	950	LF	\$12,350.00	LF	\$ 9,500.00	LF	\$ 7,600.00
8	Asphalt Demolition	39000	SF	\$39,000.00	SF	\$ 23,400.00	SF	\$ 39,000.00
9	Asphalt Planing	21500	SF	\$21,500.00	SF	\$ 12,900.00	SF	\$ 53,750.00
10	Remove and Dispose Asbestos Concrete Water Main	450	LF	\$27,450.00	LF	\$ 27,000.00	LF	\$ 30,150.00
11	Furnish and Deliver Fiberglass Reinforced Pipe (FRP)	1650	LF	\$910,800.00	LF	\$ 742,500.00	LF	\$ 924,000.00
12	Construct FRP WWTP Outfall Pipe	1650	LF	\$1,620,300.00	LF	\$ 3,242,250.00	LF	\$ 3,184,500.00
13	Bypass Connection	1	LS	\$105,598.00	LS	\$ 170,000.00	LS	\$ 160,000.00
14	Furnish and Install MH-1	1	LS	\$96,181.00	LS	\$ 150,000.00	LS	\$ 90,000.00
15	Furnish and Install MH-2	1	LS	\$46,768.00	LS	\$ 75,000.00	LS	\$ 100,000.00
16	Connection at WWTP	1	LS	\$674,416.00	LS	\$ 900,000.00	LS	\$ 900,000.00
17	Rock Blasting	3400	CY	\$2,033,200.00	CY	\$ 1,955,000.00	CY	\$ 1,700,000.00
18	Remove and Replace Water Main on U Avenue	300	LF	\$55,500.00	LF	\$ 36,000.00	LF	\$ 69,000.00
19	Marine Outfall Excavation (STA 16+83 to STA 21+50)	470	LF	\$2,652,210.00	LF	\$ 1,574,500.00	LF	\$ 2,848,200.00
20	HDPE Outfall Pipe Transport and Assembly	1150	LF	\$1,207,500.00	LF	\$ 1,092,500.00	LF	\$ 540,500.00
21	Install HDPE Outfall Pipe STA 16+83 to STA 27+75.80	1150	LF	\$1,981,450.00	LF	\$ 1,552,500.00	LF	\$ 1,230,500.00
22	Fish Habitat Aggregate Materials and Placement for Shoreline Restoration	30	TN	\$6,840.00	TN	\$ 1,950.00	TN	\$ 2,700.00
23	Shoreline Embankment Restoration and Armoring	40	TN	\$6,360.00	TN	\$ 70,000.00	TN	\$ 20,000.00
24	Construct Sidewalk	2860	SF	\$45,760.00	SF	\$ 25,740.00	SF	\$ 57,200.00
25	Construct Curb and Gutter	790	LF	\$33,180.00	LF	\$ 43,450.00	LF	\$ 61,620.00
26	Construct Cement Concrete Curb	375	LF	\$16,875.00	LF	\$ 22,500.00	LF	\$ 21,750.00
27	Construct Curb Ramps	11	EA	\$51,106.00	EA	\$ 35,200.00	EA	\$ 9,350.00
28	Asphalt Paving	740	TN	\$174,640.00	TN	\$ 111,000.00	TN	\$ 103,600.00
29	Asphalt Overlay	275	TN	\$67,650.00	TN	\$ 41,250.00	TN	\$ 41,250.00
30	Construct Storm Drainage Area 3	1	LS	\$245,625.00	LS	\$ 247,000.00	LS	\$ 420,000.00
31	Construct Storm Drainage Area 5	1	LS	\$42,168.00	LS	\$ 48,500.00	LS	\$ 335,000.00
32	Abandon Old WWTP Outfall	1	LS	\$401,527.00	LS	\$ 70,000.00	LS	\$ 75,000.00
33	Testing and Startup	1	LS	\$87,607.00	LS	\$ 55,000.00	LS	\$ 200,000.00
34	As-Built Drawings and Record Drawings	1	LS	\$6,637.00	LS	\$ 55,000.00	LS	\$ 10,000.00
			SUBTOTAL	\$ 14,214,065.00	SUBTOTAL	\$ 15,195,140.00	SUBTOTAL	\$ 15,270,070.00
			TAX	\$ 1,250,837.72	TAX	\$ 1,337,172.32	TAX	\$ 1,343,766.16
			TOTAL BID	\$ 15,464,902.72	TOTAL BID	\$ 16,532,312.32	TOTAL BID	\$ 16,613,836.16



AGREEMENT 20-032-SEW-009

This Contract is by and between The City of Anacortes, a Municipal Corporation, hereinafter called Owner, and Strider Construction Co., Inc., hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein and in accordance with and as described in the Request for Bids entitled the same and dated December 20, 2023, Project No. 20-032-SEW-009.

Article 2. PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Wastewater Treatment Plant Outfall Relocation.**

This project consists of constructing a 48-inch diameter WWTP outfall pipeline from the City of Anacortes wastewater treatment plant to the north end of U Avenue.

Article 3. ENGINEER

The Owner has retained HDR Engineering Inc., 929 108th Ave NE, Suite 1300, Bellevue, WA 98004, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

Article 4. CONTRACT TIMES

4.1. Time of the Essence.

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2. Days to Achieve Substantial Completion and Final Payment.

- A. The Work will be substantially completed within 400 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 450 calendar days after the date when the Contract Times commence to run.

4.3. Liquidated Damages.

- A. Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2. above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense and loss suffered by the Owner are difficult and impractical to ascertain. Accordingly, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner liquidated damages, as calculated by the formula below for each day that expires after the time specified in Paragraph 4.2. for Substantial Completion until the Work is substantially complete.

Accordingly, the Contractor agrees

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

LIQUIDATED DAMAGES FORMULA

$$LD = 0.15C$$

T

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

C = original contract amount

T = original time for substantial completion

When the contract work has progressed to the extent that the Owner has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract, the Engineer may determine the contract work is substantially complete. The Engineer will notify the Contractor in writing of the substantial completion date. For overruns in contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in contract time occurring after the substantial completion date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual physical completion date of all the contract work. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Owner, the Contractor shall furnish a written schedule for completing the physical work on the contract. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

Article 5. CONTRACT PRICE

- 5.1. The total contract price is **Sixteen Million Five Hundred Thirty-Two Thousand Three Hundred Twelve Dollars and Thirty-Two Cents (\$16,532,312.32)**. The Contractor's bid schedule is incorporated by reference and attached hereto.

Article 6. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

- 6.1. Progress Payments; Retainage. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, during construction as provided in Paragraphs 6.1.1 and 6.1.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).
- A. Pursuant to RCW 60.28.010, the Owner will retain five percent of all progress payments as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor, or materialman who performs any labor upon the contract or work hereunder, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for carrying on such work, and the State of Washington with respect to taxes imposed pursuant to Title 82 RCW which may be due from such Contractor. In the event that during the performance of the Contract and prior to the expiration of the claim period as provided in Chapter 60.28 RCW, the amount retained is reduced to any amount below five percent, then the Owner shall retain additional sums from monies earned by the Contractor so as to maintain at all times a five percent retained trust fund, unless otherwise reduced or excused by provisions of Chapter 60.28 RCW.
1. Monies reserved under provisions of Chapter 60.28.011(4) RCW shall be retained in a fund by the Owner and not subject to withdrawal until after final acceptance of all WORK, or a portion thereof as may be approved by the Owner.
- 6.2. Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06. of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 15.06. Payment of Retainage shall comply with Chapter 60.28 RCW.

Article 7. CONTRACTOR'S REPRESENTATIONS

- 7.1. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has thoroughly examined and carefully studied the Contract Documents (including the Addenda listed in Article 9.) and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
 - D. Contractor accepts the determination set forth in the General and Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in Paragraph 4.02 of the General Conditions.
 - E. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes.
 - F. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - G. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
 - H. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
 - I. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - J. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by Engineer through issued addendum or addenda is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by Engineer, because of insufficient time or otherwise, Contractor has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.
 - K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - L. Execution of this Agreement by Contractor is a recognition that the Contract Documents are sufficient to have enabled the Contractor to determine the Costs of the Work, to enter into this Agreement, and to accomplish the Work for an amount not in excess of the Contract Price within the Contract Time provided for in the Contract Documents. The failure of the Contractor

to fully acquaint itself with any provision of the Contract Documents or other matter shall not in any way relieve it from the responsibility for performing the Work in accordance with the Contract Documents, and for the Contract Price and within the Contract Time provided for in the Contract Documents.

- M. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Article 8. CONTRACT DOCUMENTS

8.1. Contents.

- A. The Contract Documents which comprise the entire Contract between Owner and Contractor concerning the Work consist of the following:
 - 1. This Agreement.
 - 2. Performance, Payment, and other Bonds.
 - 3. Notice to Proceed.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in Table of Contents of the Bidding and Construction Documents.
 - 7. Drawings consisting of a cover sheet and sheets with each sheet bearing the following general title: WWTP Outfall Relocation.
 - 8. Addenda numbers 1 to 3, inclusive.
 - 9. Contractor's Bid.
 - 10. The following which may be delivered or issued after the Effective Date of the Contract and are not attached thereto:
 - a. All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraph 3.04 of the General Conditions.
 - b. The documents listed in Paragraphs 9.1. et seq. above are attached to this Contract (except as expressly noted otherwise above).
 - c. There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms.

- A. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. Assignment of Contract.

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. Successors and Assigns.

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4. Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to

be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 Project Funding Requirements.

- A. This is an acknowledgement that Federal Emergency Management Agency (FEMA) financial assistance will be used to fund the contract only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- B. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Owner, Contractor, or any other party pertaining to any matter resulting from the contract.
- C. Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- D. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____ which is the Effective Date of the Agreement.

Contractor, Strider Construction Co., Inc.:

By: _____

Date: _____

Owner, City of Anacortes:

Mayor

Date: _____