

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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

April 22, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session**
 - a. Potential litigation per RCW 42.30.110(1)(i) (30 minutes) (Discussion)
4. **Announcements and Committee Reports**
 - a. Arbor Day Proclamation (Announcement)
 - b. Housing Affordability and Community Services Committee (Report)
 - c. Planning Committee (Report)
 - d. Fiber Committee (Report)
5. **Public Comment**
6. **Consent Agenda**
 - a. Minutes of April 15, 2024 (Action)
 - b. Approval of claims in the amount of \$1,102,556.22 (Action)
 - c. Special Event Application: Veterans Day Parade (Action)
 - d. Contract Award: Cargo Van for Parks and Recreation Department #24-134-ERR-001 (Action)
 - e. Contract Award: Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan #24-093-TRN-001 (Action)
7. **Other Business**
 - a. Request for Easement Relinquishment (Action)

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

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

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

- b. Anacortes Museum Update (Presentation)
 - c. * 2024 First Quarter Finance Update (Discussion)
 - d. * Ordinance 4077: 1st Quarter Budget Amendment (Discussion/Possible Action)
 - e. Contract Award – Wastewater Treatment Plant (WWTP) Outfall Relocation - Permitting & Monitoring Services #20-032-SEW-014 (Discussion/Action)
 - f. Contract Award: WWTP Outfall Relocation – Construction Management #20-032-SEW-015 (Discussion/Action)
 - g. Contract Award - Wastewater Treatment Plant (WWTP) Administration Building Addition - Design #24-139-SEW-001 (Discussion/Action)
8. **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.



CITY OF ANACORTES PROCLAMATION
ARBOR DAY- APRIL 26, 2024

WHEREAS, arbor means "tree" in Latin, Arbor Day is a special day that has been set aside for planting and caring for trees; and

WHEREAS, a secular day of observance in which individuals and groups are encouraged to plant trees.

WHEREAS, all fifty states and countries throughout the world celebrate this holiday every spring to teach children the importance of forestry; and

WHEREAS, Anacortes has been recognized by the National Arbor Day Foundation as a Tree City USA for the 22nd consecutive year; and

WHEREAS, the tree planting this year will be held at the 28th Street Playground on Friday, April 26, 2024, at 10:00 a.m. to help improve our urban forest.

NOW, THEREFORE, BE IT RESOLVED it is fitting and appropriate that I, Matt Miller, Mayor of the City of Anacortes, do hereby proclaim Friday, April 26, 2024 as our celebration of ARBOR DAY in Anacortes and encourage our citizens to plant trees thus leaving a legacy for present and future generations.

A handwritten signature in blue ink, appearing to read "Matt Miller".

Matt Miller, Mayor
City of Anacortes



Anacortes City Council

Municipal Building Council Chambers
904 Sixth Street

April 22, 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

Susan Ginterbock ✓	Habitat housing
Becky M. Fflin ✓	Habitat
XUTUA MU ✓	AFFORDABLE Housing
Linnea McCord ✓	Habitat - affordable housing
Linda Martin ✓	Cottage Housing
Kelli LIST ✓	HABITAT W 5th 72 ⁰⁰ PM
LIBBY LEWIS ✓	HABITAT W 5th
Tobin LEWIS	HABITAT W 5th

Continue on back of sheet as needed

Anacortes City Council Minutes - April 15, 2024

Call to Order

Mayor Pro Tempore Carolyn Moulton called to order the Anacortes City Council meeting of April 15, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Pro Tem Moulton spoke about the tragic loss of life last week in the community and extended the Council's sympathies to all those affected. She then mentioned mental health resources available for those in distress. Mayor Pro Tem Moulton announced upcoming city events on Saturday, April 20th, including Spring Clean-Up Day at the D Avenue Operations Facility from 9am to noon, the Earth Day Celebration on Commercial Avenue between 4th Street and 9th Street in downtown Anacortes with a street festival and live music at 4pm, Procession of the Species parade at 5pm and the Luminary Light parade at 8pm. She recapped the A Avenue Landfill public meeting hosted by the Department of Ecology just prior to the City Council meeting with public comment on the remedial site plan being open through April 23rd.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held on April 9th. The topics discussed included the vision for the city and development of the strategic economic development plan, primary data collection and analysis, plans for secondary data collection, SWOT (strengths, weaknesses, opportunities, and threats) analysis, the intention for the report to be actionable, and cooperation with Western Washington University.

Finance Committee

Ms. Moulton reported from the Finance Committee meeting held April 11th. The topics discussed included water rates and regional wholesale compliance, and 2023 budget reconciliation.

Housing Affordability and Community Services Committee

Mr. Walters reported from the Housing Affordability and Community Services Committee meeting held April 11th. The topics discussed included the upcoming May 9th visit by the Senate Local Government Committee and the proposed Habitat for Humanity project on West 5th Street. He mentioned that there should be a public discussion on the issue to ensure that the public is receiving accurate information regarding the project, citizen concerns can be heard, and that the public can be educated regarding the housing challenges the Anacortes community is facing. He added that Habitat for Humanity are currently conducting due diligence work, and they are at a point where the number of units must be known to continue with site development and permitting. He then mentioned the committee's intention to tour other Habitat for Humanity developments in Skagit County and added that there would be additional community outreach by the Council regarding the project prior to bringing the lease before the Council for decision and disposition.

Mr. Fantini pointed out that community concerns are about stormwater drainage from the alley, breaking the precedent of leasing city-owned land for housing, off-street parking, number of units and that he looked forward to a discussion about those concerns before the full Council. He also mentioned requests for a neighborhood meeting on the project, and pointed out that such a forum would likely be able to enhance community awareness of the housing challenges in the community. Mr. Fantini mentioned that, by his count, the Council had received 25 comments expressing concerns about the project, compared to 3 in favor of the project as presented. He advocated continuing public discussion about the project, as it is being undertaken on publicly

owned land.

Mr. Walters confirmed the committee's awareness of those concerns and mentioned that staff had not yet put the issue on the Council agenda, and that it requires two Councilmembers to place the item on the agenda, which could happen in the near term. He continued that as policymakers, the Council do not have the ability to schedule neighborhood meetings, and rely on staff to schedule those events.

Ms. Cleland-McGrath confirmed that the committee intends to have a meeting on-site to address neighborhood concerns, specified that there are 8 off-street parking spaces and emphasized that Habitat for Humanity would need to develop the parcel in accordance with the Anacortes Municipal Code. She mentioned ten Skagit Self-help homes built in the 1990s in the same neighborhood that are now on the open market, and that the proposed lease arrangement would ensure that the Habitat for Humanity homes would remain permanently affordable housing for the community.

Skagit County Law and Justice Council

Mr. Fantini reported from the Skagit County Law and Justice Council meeting held April 9th. The topics discussed included a presentation from Pioneer Human Services and Skagit Detox on substance abuse issues, mentioning that he and other Councilmembers had asked why the services were only available to individuals over 18 years old.

Port / City Liaison Committee

Ms. Cleland-McGrath reported from the Port / City Liaison Committee meeting held April 10th. The topics discussed included the event center, the access agreement for the contractor to Port property for the Wastewater Treatment Plant outfall relocation project, opportunities for cooperation and coordination on capital projects, the move of Port offices to the Anacortes Professional Center, the Port Executive Director recruiting process, the Comprehensive Plan update, the Altair Americus Memorial Park improvement project, and closer cooperation between the Port and City for storm water management.

Ms. Moulton announced that the executive session scheduled for this evening would be postponed until next week due to reference materials not being ready far enough in advance for Council review.

Mr. Fantini announced that the first annual Firefighter Awards were held last Friday evening.

Public Comment

Mayor Pro Tem Moulton invited the public to comment on any item not on the agenda.

Public comment was given as follows:

Patricia Dever of Anacortes commented on the proposed Habitat for Humanity project on West 5th Street, expressing concern that the proposed parcel was originally intended to serve as a public park and that children in the area would continue to play in the street and be exposed to vehicle traffic.

Debbie Cole of Anacortes expressed opposition to the proposed project on West 5th Street, mentioning that there is inadequate street parking and asked who would organize the neighborhood meeting.

Tom Sweeney of Anacortes commented on the proposed Habitat for Humanity project on West 5th Street, expressing opposition, citing surface water in the vicinity of the project, that there are too many units for a parcel of that size, inadequate street parking, and asked if there had been an environmental impact study completed for the project site.

Kellee List of Anacortes commented on the proposed Habitat for Humanity project on West 5th Street, reading

two quotes from Councilmember Walters mayoral campaign, pointing out that the neighborhood had not received adequate information about the project and that the proposed design does not blend well with the existing neighborhood. She asked if the Anacortes Housing Authority would manage the parcel, if there would be fences around the property, where tradespeople would park their vehicles and store their tools. She urged the Council to reconsider the project and come back with a plan that is in keeping with the character of the neighborhood and preserves the small town charm. She expressed dismay that a Councilmember had termed neighbor concerns as "ridiculous".

Dan O'Donnell of LaConner commented on the Finance Committee meeting proceedings from the previous week.

John Lewis of Anacortes commented on the proposed Habitat for Humanity project on West 5th Street, acknowledging the need for affordable housing in the community, but expressing disapproval of the project as it currently stands. He suggested reconsideration of the scope to reduce development density.

Xuhua Mu of Anacortes commented on the proposed Habitat for Humanity project on West 5th Street, addressing the limited parking and pedestrian safety. She then provided anecdotes of interactions with area residents who disapproved of the design space for a family's needs. She also spoke about refuse receptacle locations being outside as a potential cause of increased litter in the neighborhood and that senior citizens will not be eligible to live in the development. Finally, she cited three areas of affordable housing including burdened families, the homeless, and Section 8, asking how the City Council will address each segment.

Carol Oglesbee of Anacortes commented that Anacortes housing guidelines are good, but warned that the more housing is provided, then more will be expected by the public. She complimented the city's recent homeless outreach efforts.

Brian Wetcher of Anacortes asked how Habitat for Humanity goes about prioritizing where to develop land in the community, and if the Councilmembers were aware that Habitat for Humanity owns several parcels in the city that could also be developed.

Consent Agenda

Finance Director Steve Hoglund requested that the Council remove item 5.b. from the Consent Agenda so that he could explain an invoice from Cogent Communications. Mr. Walters moved to remove Item 5.b. from the Consent Agenda.

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

a. Minutes of April 8, 2024

Finance Director Steve Hoglund provided details regarding the resolution of a disputed invoice with Cogent Communications LLC and asked that the Council approve the invoice.

Mr. Walters moved, seconded by Mr. Fantini to approve the voucher list as presented in the packet with the addition of the invoice from Cogent Communications in the amount of \$18,132.18. The motion carried unanimously by voice vote.

The following vouchers/checks were approved for payment:

EFT numbers: 109064 through 109150, total \$1,186,422.08

Check numbers: 109151 through 109175, total \$268,780.77

Wire transfer numbers: 344503 through 345468, total \$128,955.98

Other Business

Skagit Transit Presentation

Skagit Transit Executive Director Crystle Stidham and Marketing and Public Affairs Liaison Cheryl Willis gave a presentation on the organization's Long Range Transit Plan, referring to a slide presentation that was included in the packet materials for the meeting.

Mayor Pro Tem Moulton invited members of the audience to comment on this agenda item.

Barbara Smart of Anacortes asked if Skagit Transit had done outreach to the schools to encourage young people to use public transit and praised the local para transit service for enhancing senior mobility.

Stephen Orsini of Guemes Island expressed excitement about Skagit Transit outreach for the island and asked if a small van could be deployed to Guemes to enhance mobility for island residents, including connecting with Skagit Transit line 409 on the Anacortes side, thereby reducing parking restrictions on the Anacortes Guemes Island ferry landing and supporting the environmentally friendly goal of reducing the number of single-occupancy vehicles on the roads.

Cindy Kamp of Guemes Island thanked Skagit Transit for its outreach to the island and advocated for further connection with Route 409 into Anacortes and beyond. She also expressed enthusiastic support for micro transit and addressed plans for ferry landing renovation that could limit the ability of public transit to approach the ferry embarkation point close enough for those with mobility challenges.

Discussion topics included:

- Transit connection renaissance.
- Increased accessibility for the entire community.
- Opportunity to shape the future vision of transit.
- Coordination with the State and Skagit County ferries.
- Route alteration(s) to suit community needs.
- Findings reported to the City Council.
- Goal of Skagit Transit outreach.
- Micro mobility or zone-based transit.
- Youth outreach.
- Transit system security.
- Guemes Island service.

Parks and Recreation Update

Parks and Recreation Director Jonn Lunsford provided an update on Parks and Recreation departmental activities, referring to a slide presentation that was added to the packet materials for the meeting.

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

Discussion topics included:

- Public comment matrix.
- Wildfire mitigation or prevention strategies in the Anacortes Community Forest Lands (ACFL).
- Current data on ACFL as a carbon sink.

- Pickle ball court location(s).
- Mobility access plan for Little Cranberry Lake and other local lakes.
- West 6th or West End park.
- Recreation Conservation Office park scoring criteria.
- Ace of Hearts dog park.
- Council involvement in parks processes.
- Alternative funding sources to supplement grants in fiscally constrained environment.

Contract Award: Wastewater Treatment Plant High Efficiency Diffuser System #24-110-SEW-001

Public Works Director Andrew Rheume introduced contract 24-110-SEW-001 with Ovivo USA, LLC to replace the diffuser in Basin #2 at the Wastewater Treatment Plant.

RYAN WALTERS moved, seconded by TJ FANTINI, to approve contract #24-110-SEW-001 with Ovivo USA, LLC.

Vote: Ayes - ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 8:26 p.m. the Anacortes City Council meeting of April 15, 2024 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the April 22, 2024 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
345645	12/20/2023	PS-INV112516	PORT OF ANACORTES	REC DEPT DANCE FLOOR	\$ 250.00	pkrec
345866	1/31/2024	090087001-0124	KIMLEY-HORN AND ASSOCIATES, IN	PASS LAKE 10-INCH WATERMAIN REPLACEMENT PROJECT - DESIGN - THROUGH 1/31/24	\$ 26,027.50	dwtp
345840	2/12/2024	4220	SKAGIT 911	4TH QTR 2023 FIRE MOBILE/SPILLMAN	\$ 1,781.37	medic
345877	2/29/2024	96035032	SOFTCHOICE CORPORATION	TIME AND MATERIALS-US-EXCHANGE SERVICES	\$ 331.80	infosys
345842	3/1/2024	0542005-001	UNUM LIFE INS CO OF AMERICA	MARCH UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
345561	3/7/2024	0166734-IN	SWS EQUIPMENT	PARTS FOR VEHICLE #515	\$ 758.79	dshop
345867	3/8/2024	FB48303	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 2/29/24	\$ 20,437.00	dwtp
345458	3/14/2024	3732	SKAGIT SOILS, INC.	SOIL FOR STREET DEPT	\$ 143.90	dshop
345457	3/14/2024	3754	SKAGIT SOILS, INC.	SOIL FOR STREET DEPT	\$ 115.12	dshop
345706	3/15/2024	U2416009240	ICONIX WATERWORKS INC	SUPPLIES FOR WATER MAINTENANCE	\$ 491.41	wdist
345880	3/20/2024	2024-001	PUYALLUP EXTRICATION TEAM	HANDS-ON EXTRICATION TRAINING	\$ 13,800.00	medic
345459	3/27/2024	4934	SKAGIT SOILS, INC.	SOIL FOR WATER DEPT	\$ 287.79	wdist
345869	3/29/2024	13427	3 KINGS ENVIRONMENTAL, INC.	FORMER WTP DEMOLITION PROJECT: DEMOLITION	\$ 535,670.59	dwtp
345886	3/29/2024	20235	MESA PRODUCTS, INC.	SOUTH MARCHES POINT ROAD DEEP WELL REPLACEMENT - MATERIALS	\$ 34,321.02	dwtp
345845	3/29/2024	INV31081	SEAWESTERN, INC.	TRUCK CHARGER	\$ 887.86	medic
345846	3/29/2024	90099070	ZOLL MEDICAL CORPORATION	ZOLL SERVICE CONTRACT: 10/23 -	\$ 1,033.60	medic
345862	3/31/2024	2024.23	BAYVIEW CONSULTING, LLC	FORMER WTP DEMOLITION PROJECT: SPECIAL PROJECT MANAGER - MARCH 2024	\$ 3,270.20	dwtp
345471	3/31/2024	42089558	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES - INCINERATOR	\$ 1,274.85	dwwtp
345879	3/31/2024	IN955978	NOANET	BACKUP DEDICATED INTERNET ACCESS - MARCH 2024	\$ 2,157.00	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
345474	3/31/2024	12831	PETDATA, INC	PETDATA LICENSING FEES MARCH	\$ 500.00	finance
345714	3/31/2024	2402	SKAGIT CONSERVATION DISTRICT	NPDES PHASE II PUBLIC EDUCATION AND OUTREACH - MARCH 2024	\$ 450.80	pw1
345881	3/31/2024	2670	SKAGIT COUNCIL OF GOVERNMENTS	STAFFING SERVICES FOR GROWTH MANAGEMENT ACT SUPPORT IN SK CO - 1/1/24-3/31/24	\$ 3,055.81	plan
345882	3/31/2024	1044668	USA DEBUSK, LLC	INCINERATOR SAND REMOVAL - MARCH 2024 MAINTENANCE SHUTDOWN	\$ 2,209.60	dwwtp
345883	3/31/2024	1044777	USA DEBUSK, LLC	INCINERATOR SAND REMOVAL - MARCH 2024 MAINTENANCE SHUTDOWN	\$ 2,746.60	dwwtp
345885	3/31/2024	201977	VANTAGE POINT SOLUTIONS, INC.	CALEA COMPLIANCE SUPPORT - MARCH 2024	\$ 275.00	fiber
345128	4/1/2024	INVPR11233970	LEXIPOL, LLC	POLICEONE ACADEMY 5/1/2024-4/30/2025	\$ 2,777.27	apd
345617	4/1/2024	0316875-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 934.71	dwwtp
345853	4/1/2024	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 3/1-4/1/2024	\$ 25.92	publib
345817	4/1/2024	5069217098	RICOH USA, INC	S/N C86152062 HR COPIES 3/1-3/31/24	\$ 6.69	finance
345844	4/1/2024	0542005-001	UNUM LIFE INS CO OF AMERICA	APRIL UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
345870	4/2/2024	14516307	BROWN AND CALDWELL	WTP SEEQ ADVANCE ANALYTICS SUPPORT - 1/26/24-2/22/24	\$ 1,160.26	dwwtp
345873	4/2/2024	9336645237	GRAYBAR ELECTRIC COMPANY, INC	EXTERIOR WALLBOXES	\$ 4,049.54	fiber
345626	4/2/2024	ReimbGuthrie	GUTHRIE, SKY	SUPPLIES FOR FACILITIES	\$ 27.38	pwfac
345568	4/3/2024	9234	ANACORTES TOWING, LLC	TOW FOR VEHICLE #037	\$ 286.14	dshop
345466	4/3/2024	11147	KAUFFMAN CARWASH SYSTEMS	SUPPLIES FOR #90008	\$ 2,012.35	dshop
345872	4/4/2024	9336683341	GRAYBAR ELECTRIC COMPANY, INC	FIBER OPTIC CABLE	\$ 10,094.80	fiber
345461	4/4/2024	0317072-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR SHOP	\$ 623.58	dshop
345566	4/5/2024	1128541-9	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 190,558.68	wdist
345560	4/5/2024	0167688-IN	SWS EQUIPMENT	PARTS FOR VEHICLE #304	\$ 372.64	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
345642	4/8/2024	FB49506	CAROLLO ENGINEERS, INC.	WATER SYSTEM PLAN UPDATE - THROUGH 03/31/2024	\$ 30,266.25	dwtp
345462	4/8/2024	1116266-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 1,235.21	wdist
345464	4/8/2024	1131191	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 1,230.76	wdist
345463	4/8/2024	1164414-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 3,204.60	wdist
345475	4/8/2024	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 3/7-4/5/24	\$ 14.91	finance
345473	4/8/2024	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 3/7-4/5/24	\$ 40.62	dshop
345472	4/8/2024	220022355618	PUGET SOUND ENERGY INC	TSUNAMI SIREN - 500 T 3/7-4/5/24	\$ 10.89	dwwtp
345572	4/8/2024	300000000343	PUGET SOUND ENERGY INC	PARKS/CEM/WASH. PARK/FAC/DEPOT 03/05-04/04/2024	\$ 4,566.48	parks1
345816	4/8/2024	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS: 3/5 - 4/4/24	\$ 1,203.90	medic
345469	4/8/2024	300000300008	PUGET SOUND ENERGY INC	WWTP PLANT AND PUMP STATIONS 6/6-4/4/24	\$ 27,521.75	dwwtp
345470	4/8/2024	300000305007	PUGET SOUND ENERGY INC	SKYLINE STREET LIGHTS: 3/1-4/1/24	\$ 615.64	dshop
345847	4/8/2024	81015	SEBRIS BUSTO JAMES	SERVICES 3/07-3/31/24	\$ 9,539.15	finance
345565	4/9/2024	24-51082	BUDGET TOWING & AUTO REPAIR	TOW VEHICLE #517	\$ 1,283.84	dshop
345836	4/9/2024	5205917728	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 773.83	hr
345826	4/9/2024	INV2809085	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 3/8-4/7/24	\$ 307.36	finance
345563	4/9/2024	11_2024	KUHNLEIN, LISA	LISA KUHNLEIN PHOTOGRAPHY	\$ 201.01	executive
345698	4/9/2024	3672	SKAGIT COUNTY SHERIFF'S OFFICE	NW MINI CHAIN - 1ST QTR 2024	\$ 13,111.93	apd
345635	4/9/2024	INV00329872	USA BLUE BOOK	BUFFER, SAMPLE BOTTLES	\$ 515.90	dwtp
345699	4/10/2024	9238-3	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A02030	\$ 202.37	apd
345700	4/10/2024	9240-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A02044	\$ 255.68	apd
345861	4/10/2024	23977	ANCHOR QEA, INC	A AVENUE LANDFILL MATTER NO. 200	\$ 706.50	legal
345858	4/10/2024	23978	ANCHOR QEA, INC	FORMER WTP MATTER NO. 96	\$ 73,029.66	dwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
345874	4/10/2024	236025	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2024 - WTP	\$ 6,445.41	pw1
345875	4/10/2024	236473	BLYTHE MECHANICAL, INC	WTP EXPANSION TANK REPAIR	\$ 691.59	dwtp
345924	4/10/2024	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 4/19-5/18/24	\$ 142.48	finance
345638	4/10/2024	24-09631	EDGE ANALYTICAL, INC	WATER ANALYSIS - INVESTIGATIVE HSPS PUMP	\$ 19.00	dwtp
345636	4/10/2024	13992864	HACH COMPANY	WIPER, VIAL, DESICCANT CARTRIDGE FOR TU5300	\$ 2,309.92	dwtp
345477	4/10/2024	20240445	SYSTEMS DESIGN WEST, LLC	AMBULANCE SERVICE BILLING 03/24	\$ 3,425.11	finance
345717	4/11/2024	SEPE-24-001877	AERZEN USA CORPORATION	MAINTENANCE SUPPLIES	\$ 710.93	dwwtp
345837	4/11/2024	0002038621	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 119.47	medic
345562	4/11/2024	052-0010-00	CITY OF ANACORTES	OPS: 3/1-3/31/24	\$ 1,793.44	dshop
345639	4/11/2024	24-09710	EDGE ANALYTICAL, INC	WATER ANALYSIS - BACT FINISHED	\$ 19.00	dwtp
345640	4/11/2024	24-09767	EDGE ANALYTICAL, INC	WATER ANALYSIS - TCR SOUTH	\$ 133.00	dwtp
345631	4/11/2024	2024-03-AS	GDIXONLAW	PUB DEF CONFL	\$ 230.00	pubdef
345621	4/11/2024	2024-03-BH	GDIXONLAW	PUB DEF CONFL	\$ 130.00	pubdef
345625	4/11/2024	2024-03-DK	GDIXONLAW	PUB DEF CONFL	\$ 30.00	pubdef
345629	4/11/2024	2024-03-DP	GDIXONLAW	PUB DEF CONFL	\$ 50.00	pubdef
345632	4/11/2024	2024-03-HT	GDIXONLAW	PUB DEF CONFL	\$ 340.00	pubdef
345624	4/11/2024	2024-03-JK	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
345623	4/11/2024	2024-03-KJ	GDIXONLAW	PUB DEF CONFL	\$ 140.00	pubdef
345622	4/11/2024	2024-03-LH	GDIXONLAW	PUB DEF CONFL	\$ 140.00	pubdef
345630	4/11/2024	2024-03-LP	GDIXONLAW	PUB DEF CONFL	\$ 320.00	pubdef
345628	4/11/2024	2024-03-MN	GDIXONLAW	PUB DEF CONFL	\$ 60.00	pubdef
345619	4/11/2024	2024-03-RA	GDIXONLAW	PUB DEF CONFL	\$ 60.00	pubdef
345633	4/11/2024	2024-03-SW	GDIXONLAW	PUB DEF CONFL	\$ 130.00	pubdef
345620	4/11/2024	2024-03-TB	GDIXONLAW	PUB DEF CONFL	\$ 120.00	pubdef
345627	4/11/2024	2024-03-TM	GDIXONLAW	PUB DEF CONFL	\$ 70.00	pubdef
345828	4/11/2024	IN2037196	MUNICIPAL EMERGENCY SERVICES	ROPE RESCUE EQUIP: HELMETS, WEBBING, HARNESSSES,ROPE	\$ 6,678.42	medic
345634	4/11/2024	PW13079	N C POWER SYSTEMS CO	WTP ELECTRIC POWER GENERATOR REPAIR	\$ 8,911.29	dwtp
345851	4/12/2024	978 800 0000 1	CASCADE NATURAL GAS CORP.	STA 3: 3/12 - 4/11/24	\$ 114.98	medic
345834	4/12/2024	INV2810852	COPIERS NORTHWEST, INC	Canon/IRC5870i/3rd Floor 3/11-4/10/24	\$ 295.73	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
345815	4/12/2024	2507494	FERGUSON ENTERPRISES, INC	SUPPLIES FOR FACILITIES	\$ 1,627.05	pwfac
345835	4/12/2024	1425806	LIFE ASSIST, INC	TOURNIQUETS, HYFIN VENT, NEBULIZERS, ARS	\$ 350.17	medic
345829	4/12/2024	INV31523	SEAWESTERN, INC.	4 VULCAN STREAMLIGHTS	\$ 952.87	medic
345878	4/12/2024	96036171	SOFTCHOICE CORPORATION	CONFIGURE PROTECTION FOR DIRECT SEND FROM OUTSIDE NETWORKS	\$ 516.00	infosys
345923	4/13/2024	91376	APS INC.	INK FOR POSTAGE MACHINE	\$ 470.02	finance
345696	4/13/2024	00005W5A83154	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-13-24	\$ 24.78	apd
345708	4/14/2024	0014	WINNINGHAM PRODUCTIONS	BALLROOM DANCE INSTRUCTOR - FEB AND MARCH	\$ 472.00	pkrec
345703	4/15/2024	31-C24011016	AGGERGAARD, JAMES	REFUND AMBULANCE OVERPAYMENT C24011016	\$ 150.00	finance
345704	4/15/2024	31-C24016404	ANTEZANA, MARIA	REFUND AMBULANCE OVERPAYMENT C24016404	\$ 40.00	finance
345713	4/15/2024	00832 - ZURCHER	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 110.00	pubdef
345709	4/15/2024	00929 - BACH	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 50.00	pubdef
345710	4/15/2024	00940 - MENDER	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 110.00	pubdef
345711	4/15/2024	00943 - THIBERT	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 90.00	pubdef
345712	4/15/2024	00967 - WINSTON	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 160.00	pubdef
345707	4/15/2024	00971 - ARNOLD	CAMPBELL LAW FIRM	PUB DEF CONFL	\$ 300.00	pubdef
345701	4/15/2024	31-C23055059	CAPARELLA, MURIEL	REFUND AMBULANCE OVERPAYMENT	\$ 240.00	finance
345848	4/15/2024	90096797	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 5,985.41	dwtp
345702	4/15/2024	31-C24005245	DAY, FREDERICK	REFUND AMBULANCE OVERPAYMENT C24005245	\$ 110.97	finance
345718	4/15/2024	870040	NORTH CASCADE INSURANCE	ADD 2 NEW VEHICLES TO AUTO POLICY	\$ 1,409.00	finance
345705	4/15/2024	31-C24007264	UNITED HEALTH CARE	REFUND AMBULANCE OVERPAYMENT C24007264	\$ 94.20	finance
345716	4/15/2024	1689776	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 220.00	finance
345839	4/16/2024	INV2812055	COPIERS NORTHWEST, INC	CANON COPIERS CITY WIDE 3/15-4/14/24	\$ 557.80	finance
345820	4/16/2024	23-115-SEW-0011	HECKMAN INC	RETAINAGE RELEASE	\$ 4,241.07	pw1
345823	4/16/2024	23-200-ASC-0011	NEW CREATIONS BUILDING,. LLC	RETAINAGE RELEASE	\$ 5,167.00	pw1
345887	4/16/2024	WAFLJ47680424	ZIPLY FIBER	POLE ATTACHMENT FEE, 2024	\$ 85.10	fiber
345922	4/17/2024	INV2812870	COPIERS NORTHWEST, INC	COURT & ASC COPIES 3/16-4/15/24	\$ 931.11	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
342132	4/26/2024	293254	ARCHIVESOCIAL, INC.	SOCIAL MEDIA ARCHIVING SYSTEM	\$ 6,840.69	infosys
	Total				\$ 1,102,556.22	



City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 6.c.

Agenda Item Title: Special Event Application: Veterans Day Parade

Staff Contact(s): Stephanie Snyder, John Coleman

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Stephanie Snyder	Motion
John Coleman	

Item Summary: Bringing community support together to honor our Veterans and all who have served our country.

Budget Impact:
0

Previous Action:

Recommended Motion: Move to Approve

Alternative Actions: Modify or disapprove

Attachments (listed in order presented):

1. Veterans Day CC Package
2. Veteran's Day Parade Flyer (1)



Special Event Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

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

Application

Application Date *

4/2/2024

Event Name *

Veteran's Day Parade

Event Type

☐ Street Fair / Festival

☐ Athletic Event

☒ Parade

☐ Rally / Demonstration

☐ Filming

☐ Other identified in AMC 7.04.010

Applicant/Organization Name ***Mailing Address *****Event Contact Person *****Event Contact Email *****Event Contact Phone *****Event Website****Estimated Number of Participants/Attendees *****Event Description *****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

Mapping - Veterans ...	102.79KB	×
Veteran's Day Parad...	5.13MB	×

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

Upload

Indemnification Agre...	316.1KB	×
-------------------------	---------	---

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

Julia Anne Simpson

Admin Review

Council Meeting Date*

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

4/22/2024 

Staff Review Deadline*

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

4/22/2024

Administrator comments and conditions of approval

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

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

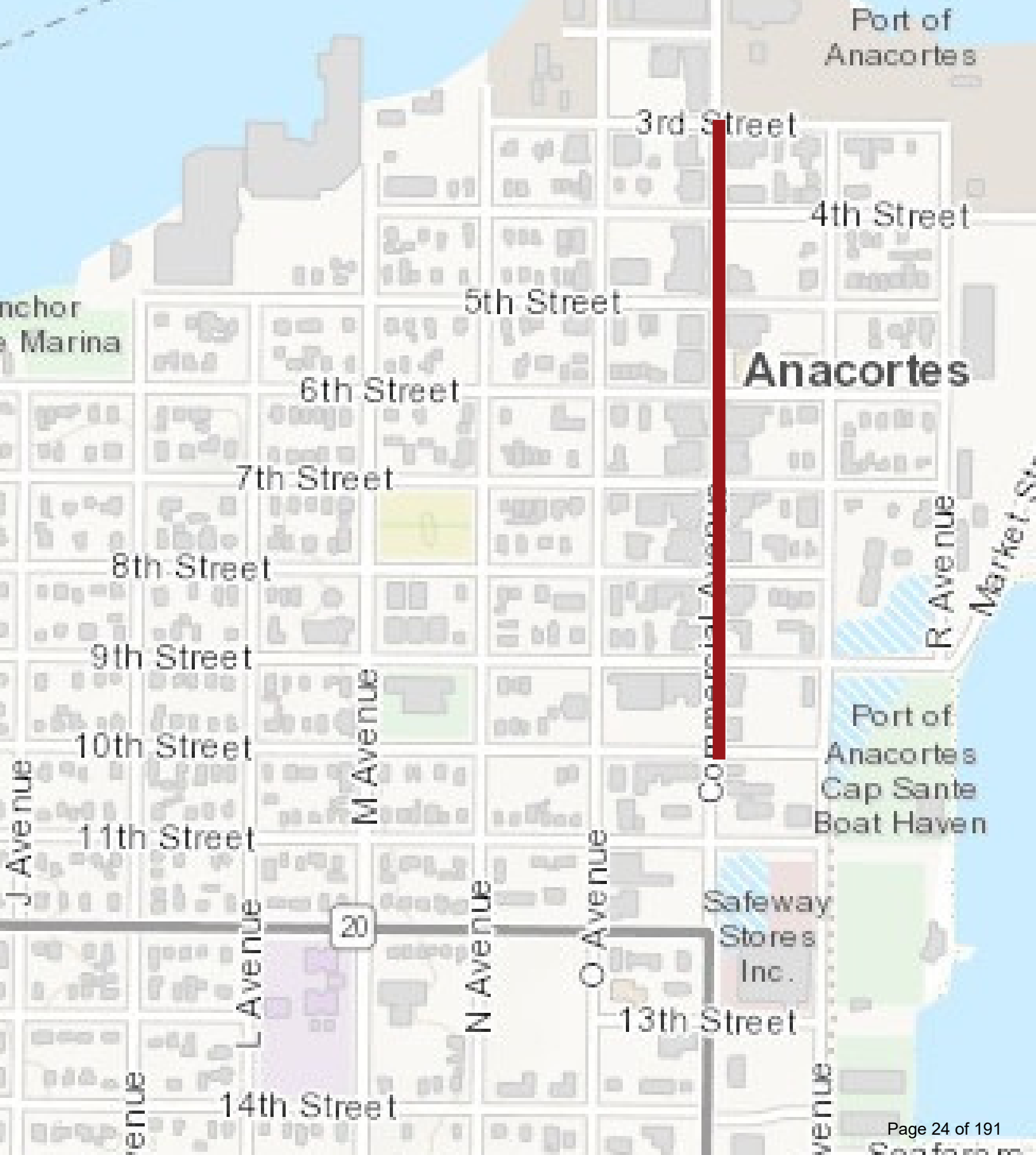
Upload any staff memos, guidelines, or requirements that will be in effect for this event.

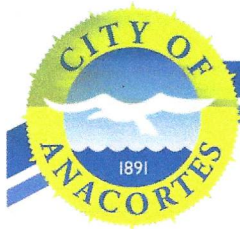
Upload

Comments

Staff Review Complete

Veterans Day Parade
Commercial Avenue from 3rd-10th Street





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, their 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.

Date: 4/2/2024

Julia Anne Simpson, Owner
Intentionally Focused LLC

Name and Title – Printed

Signature

Name and Title – Printed

Signature



ANACORTES FIRST ANNUAL VETERANS DAY PARADE

**SUNDAY | NOVEMBER
10th, 2024 | 1PM-3PM**

3rd-10th Street - Commercial Avenue, Anacortes, WA

HONORING ALL WHO HAVE SERVED

More Information Coming Soon...

STAY UP-DATED AT
WWW.IF-INTENTIONALLYFOCUSED.COM/VETERANS_DAY_PARADE_ANACORTES_WA





City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 6.d.

Agenda Item Title: Contract Award: Cargo Van for Parks and Recreation Department #24-134-ERR-001

Staff Contact(s): Andrew Rheume, WIL LUDEMANN

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$65,873.60 to Bud Clary Ford/Hyundai for the purchase of one 2024 Ford Transit Full-Size Cargo Van for the Parks Department. The contract piggybacks on Washington State contract [05916](#).

Background:

- 1. History: This is a standard replacement of unit #154 a 2004 1/2 ton truck. We were able to get an additional 5 years of service beyond our 15 year lifecycle. This is a fully funded replacement and the old unit will be surplus. The new unit will be placed into the replacement fund.
- 2. Key Terms:
 - o Total contract price of \$65,873.60.
- 3. Competitive Bidding: The City has a cooperative purchasing agreement with the State of Washington and is procuring this purchase through Washington State contract 05916.

Budget Impact:

Vendor	Bud Clary Ford/Hyundai
Contract Amount	\$65,873.60
Earmarked Funds	\$66,000.00
BARS #	501.790.594.48.60

Budget Amendment Required?	No
----------------------------	----

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign PO #24-134-ERR-001 with Bud Clary Ford/Hyundai in the amount of \$65,873.60 for the purchase of one 2024 Ford Transit Full-Size Cargo Van for the Parks Department.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-134-ERR-001



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

PURCHASE ORDER 24-134-ERR-001 CARGO VAN FOR PARKS AND RECREATION DEPARTMENT

VENDOR: Clary Longview LLC dba
Bud Clary Ford/Hyundai
Marie Tellinghiusen
700 7th Avenue
Longview, WA 98632

Date: April 22, 2024

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

Email: marie.tellinghiusen@budclary.com
Phone: (360) 423-4321 ext.10495

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	New/Unused 2024 Ford Transit Full-Size Cargo Van, and accessories, as specified in Exhibit A. This Work is subject to: - Specifications, incorporated as Exhibit A, - Washington State Contract 05916 and related Amendments, incorporated as Exhibit B. The aforementioned Exhibits A and B are hereby incorporated by reference and made a part hereof.	EA	\$60,769.00	\$60,769.00
Sum Total					\$60,769.00
Sales Tax @ 8.4%					\$5,104.60
Total Price					\$65,873.60

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.

Clary Longview LLC dba
Bud Clary Ford/Hyundai

City of Anacortes

Matt Miller, Mayor

EXHIBIT A

Wil Ludemann

From: NOREPLY@des.wa.gov
Sent: Friday, April 12, 2024 9:05 AM
To: ford.orders@budclary.com
Cc: Wil Ludemann
Subject: Vehicle Purchase Request - 2024-3-609 - ANACORTES, CITY OF - 22901

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

This is **NOT** a purchase order.

You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles

Dealer: Bud Clary Ford

Dealer Contact: Marie Tellinghiusen

Dealer Phone: (360) 423-4321 Ext: 10945

Dealer Email: ford.orders@budclary.com

Organization Information

Organization: ANACORTES, CITY OF - 22901

Order Contact: wil ludemann

Contact Email: ludemannw@cityofanacortes.org

Contact Phone: 360-293-1921

Organization Reference #: city of anacortes

Vehicle Location: ANACORTES

Quote #: 2024-3-609

Comments: disregard linex question.

Color Options

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0418-0001	2024 Ford Transit Full-Size Cargo Van	1	\$45,796.00	\$45,796.00
2024-0418-0041	C1: HIGH ROOF T25, 9150# GVWR, Long Length, 148in WB, 238in OL, 110.1in OH (Includes 4.10 Limited Slip #X4L) (R1X/101A/148WB)	1	\$4,648.00	\$4,648.00
2024-0418-0071	NEW: Fleet Fuel Economy Package (Not available w/ 3.5L EcoBoost Engine) (Includes smart acceleration truncation, auto start-stop switch delete, engine idle shutdown 5 minute timer, 75-mph governed top speed) (EcoMode is always on) (Auto Start-Stop Switch Delete deletes the disable button on dash, however, the feature remains permanently active) (98B)	1	\$260.00	\$260.00
2024-0418-0072	NEW: Fleet Safety Package (Includes Driver Alert, Pre-Collision Assist w/ Automatic Emergency Braking (AEB), Lane Keeping Aid, Auto High Beam, Reverse Speed Limiter) (With this package, the safety features are set to ON with no driver ability to change settings) (59C)	1	\$35.00	\$35.00
2024-0418-0073	NEW: Digital Rearview Mirror (placed in the traditional rearview mirror mount location, this always on, auto-dimming enhanced mirror provides a full digital rearview image when obstructions such as a bulkhead, cargo or no rear windows are present. Returns to mirror mode when the camera is turned off. Not available with Low Roof) (This is NOT a reverse back-up camera) (90C)	1	\$585.00	\$585.00

2024-0418-0089 Daytime Running Lights (942)	1	\$44.00	\$44.00
2024-0418-0094 Back-Up Alarm w/102 dB(A) warning capability (43B)	1	\$148.00	\$148.00
2024-0418-0099 Blind Spot Assist 1.0 (Includes BLIS Blind Spot Information System w/ Cross-Traffic Alert and Trailer Coverage; short-arm sideview mirrors w/ power adjustment, power-folding, heat and turn signals; and Reverse Sensing System #43R) (Combines BLIS with Lane Keeping Aid) (Must also order Audio Pack 58B, 58C, 58E or 58F) (65A)	1	\$782.00	\$782.00
2024-0418-0100 Reverse Brake Assist (Includes Reverse Sensing System #43R and 360-Degree Camera w/ Split View #61D) (Must also order Blind Spot Assist 1.0 #65A and Audio Pack 58B, 58C, 58E or 58F) (43S)	1	\$959.00	\$959.00
2024-0418-0102 Side Sensing System (works similar to the Reverse Sensing system, as it sounds a tone when the vehicle gets close to surrounding vehicles and other objects) (Must also order Blind Spot Assist 1.0 #65A and Audio Pack 58B, 58C, 58E or 58F) (94A)	1	\$472.00	\$472.00
2024-0418-0106 High Resolution Digital Camera (Must also order Audio Pack #58B, 58C, 58E or 58F) (61E) (No-charge)	1	\$0.00	\$0.00
2024-0418-0108 Audio Pack #58B: SYNC4 w/ AM/FM stereo and 12in display, Bluetooth, dual USB ports, Embedded Voice Recognition and Connected Navigation (90-day trial) (Also includes Electronic Air Temperature Control) (Must also order 360-Degree Split-View Camera #61D or High Resolution Digital Camera #61E) (58B)	1	\$915.00	\$915.00
2024-0418-0112 B-Pillar Assist handle (passenger side) (standard on Low Roof Cargo Van) (41B)	1	\$25.00	\$25.00
2024-0418-0113 D-Pillar Assist Handles (driver and passenger side) (driver-side handle is deleted if Front/Rear Aux A/C and Heater #57G is also ordered) (66C)	1	\$58.00	\$58.00
2024-0418-0114 Full Rear Compartment Lighting (Includes cargo area LED lights at C-Pillar and D-Pillar) (Extended length vans also include mid-ship light) (Rear compartment LED switch is included) (15F)	1	\$75.00	\$75.00
2024-0418-0115 Cargo Tie-Down Hooks (cargo van has 6 hooks)(17P)	1	\$25.00	\$25.00
2024-0418-0116 Front Overhead Shelf (Not available w/ Low Roof) (66D)	1	\$75.00	\$75.00
2024-0418-0120 Running Boards, Extended Length (Covers A-C Pillar passenger side, A-B Pillar driver side) (68J)	1	\$644.00	\$644.00
2024-0418-0121 Trailer Tow Package (Includes Tow/Haul Mode w/ Trailer Wiring Provisions #53D, 4/7-pin connector assembly and rear jumper, relay system for back-up/B+/running lights, frame-mounted hitch receiver) (deletes Rear Recovery Hook) (Does not include Trailer Brake Controller, must be ordered separately if desired) (53B)	1	\$477.00	\$477.00
2024-0418-0122 Trailer Brake Controller (Must also order Trailer Tow Package #53B or Tow/Haul Mode #53D) (67D)	1	\$397.00	\$397.00
2024-0418-0126 Mirrors, Long-Arm Non-Telescoping, Manual-Folding, Power Glass Adjust Heated with Turn Signals (This option IS compatible w/ BLIS #65A) (544)	1	\$216.00	\$216.00
2024-0418-0127 Power Outlet - 110V/400W (High-power outlets deliver up to 400 watts of power, allowing drivers to easily charge smaller corded tools, battery chargers or mobile devices on-site) (Includes Dual AGM Batteries #63E) (Not compatible with 11000# GVWR configurations, Push Down Manual Parking Brake #90G or Front/Rear Aux A/C and Heater #57G) (90D)	1	\$468.00	\$468.00
2024-0418-0154 Orange Seat Belts for improved visibility (Not available w/ 10-Way Power Seat packages or Swivel Seat packages) (76C)	1	\$44.00	\$44.00
2024-0418-0157 Load Area Protection Package for 148in Long Wheelbase (Full Height) (Includes rear polypropylene panels on side walls and doors; front and rear vinyl #16E which includes Wheel Well Liners) (Not compatible with Windows-All-Around #17F, HD Scuff Plate Kit #85B unless ordered w/ HD Cargo Flooring #60B, 11000# GVWR configurations) (96D)	1	\$477.00	\$477.00

2024-0418-0306 Adrian Steel S-M-C Series Partition with center door (Fits High Roof Van Only) (ALL ST-FDTH-PRTWD) (ABW306)	1	\$1,450.00	\$1,450.00
2024-0418-0451 Lighting - Federal Signal surface mounted Micropulse Ultra amber warning lights installed 2 in the front and two in the rear (total of 4) wired to one lighted switch on the dash (ALL FED MPS1200U) (ABW451)	1	\$1,694.00	\$1,694.00

Request Totals

		Total Vehicles:	1
		Sub Total:	\$60,769.00
		8.400 % Sales Tax:	\$5,104.60
		Request Total:	\$65,873.60



City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 6.e.

Agenda Item Title: Contract Award: Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan #24-093-TRN-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council approval to award \$99,734.00 to Kimley-Horn and Associates, Inc. to assist the City in drafting a Comprehensive Safety Action Plan (CSAP) which will produce a documented strategy to prevent fatalities and serious injuries within the city right-of-way.

Background:

1. History: The City of Anacortes Public Works Department was successful in obtaining a grant from the Federal Highway Administration (FHWA) Bipartisan Infrastructure Law (BIL) to develop and implement a Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan to prevent roadway deaths and serious injuries. Funding provided by this grant includes data collection and analysis, a review of existing policies and governing documents, public outreach and engagement with community stakeholders, policy development and prioritization of safety projects.

The final Safety Action Plan will be used as a guiding document in conjunction with the Transportation Master Plan to seek grant funding for the design and construction of roadway safety projects. Washington State Department of Transportation (WSDOT) now has many grants that require a Safety Action Plan to justify the projects that we seek grant funding for.

The city has never had a comprehensive Safety Action Plan for the entire city. A couple safety plans have been produced in the past, but those were for specific projects. This plan will encompass the entirety of the right-of-way within city limits.

2. Key Terms:

- Contract is on a time and materials basis not-to-exceed \$99,734.00.

- The contract term is through January 1, 2025.

3. Competitive Bidding: On March 6, 2024 the City issued a [Request for Proposals](#) for the subject project and 3 responses were received by the deadline of March 21, 2024. A committee reviewed and scored the submittals and selected Kimley-Horn and Associates, Inc. to award a contract to.

Budget Impact:

Consultant	Kimley-Horn and Associates, Inc.
Contract Amount	\$99,734.00
Earmarked Funds	\$125,000.00 in 2024 CFP The City must provide a 20% match of the total contract amount. FHWA will pay the remaining 80%. 80% FHWA grant funding \$79,840.80 20% City match: \$19,960.20
BARS #	104.712.542.10.41
Budget Amendment Required?	No
Start Date	Inception
End Date	01/01/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-093-TRN-001 with Kimley-Horn and Associates, Inc. in the amount of \$99,734.00 to draft the Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-093-TRN-001



AGREEMENT 24-093-TRN-001
Between
THE CITY OF ANACORTES
AND
KIMLEY-HORN AND ASSOCIATES, INC.

Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan

This Agreement, hereinafter referred to as "Agreement", is made and entered into between the City of Anacortes, hereinafter referred to as the "City", and Kimley-Horn and Associates, Inc., hereinafter referred to as the "Consultant".

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall assist the City in drafting a Comprehensive Safety Action Plan (CSAP) and developing a strategy to prevent fatalities and serious injuries within the city right-of-way, as detailed in Exhibit A, and which is hereby incorporated by reference and made a part hereof.
2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Ninety-Nine Thousand Seven Hundred Thirty-Four Dollars (\$99,734.00)**. Payments shall be made in accordance with the billing rates detailed in Exhibit A.
3. **Period of Performance.** The period of performance under this Agreement is from inception through January 1, 2025.
4. **Subcontracts.** The Consultant shall not subcontract the Scope of Work ("Work") unless detailed in this Agreement or the Project Manager approves in writing. If the Project Manager requests, the Consultant shall provide proof that the subcontractor has the experience, ability, and equipment the Work requires. "subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Consultant. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:
 - a. Relieve the Consultant of any responsibility to carry out the Contract,
 - b. Relieve the Consultant of any obligations or liability under the Contract,
 - c. Create any contract between the City and the subcontractor, or
 - d. Convey to the subcontractor any rights against the City.

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

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

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount

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

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

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

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modifications or reuse of such materials for purposes other than those intended by this Agreement shall be at the City's sole risk and without liability to Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

20. **Right to Terminate Agreement.**

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

reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

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

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

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

25. **Disputes**

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

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

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

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

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

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

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

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

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

31. **Notices.** 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:
Kimley-Horn and Associates, Inc.
Brad Lincoln, P.E.
2828 Colby Avenue, Suite 200
Everett WA 98201
brad.lincoln@kimley-horn.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

KIMLEY-HORN AND ASSOCIATES, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

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).



City of Anacortes

Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan (CSAP) #24-093-TRN-001

SCOPE OF WORK

April 17, 2024

Prepared by:
Kimley-Horn and Associates, Inc.
Contact: Brad Lincoln
2828 Colby Avenue, Suite 200,
Everett, WA 98201
brad.lincoln@kimley-horn.com
Direct: 206 485 4774

BACKGROUND

Kimley-Horn and Associates, Inc. (Kimley-Horn) understands the City of Anacortes' (City's) need to prepare a Comprehensive Safety Action Plan (CSAP) that is compliant with the Safe Streets and Roads for All (SS4A) grant requirements that could lead to a reduction in fatal and serious injuries. Further, Kimley-Horn understands that starting this project in May or June 2024 and completing in December of 2024 will help to position the City to submit for a grant in the 2025 SS4A Implementation Grant Notice of Funding Opportunity (NOFO).

SCOPE OF WORK

Kimley-Horn will complete the following tasks leading to a CSAP.

TASK 1: PROJECT MANAGEMENT

Task Objectives:

- Monitor scope, schedule, and budget to complete the CSAP within the 6-month schedule
- Communicate with the City Project Manager regarding project status and discuss action items

The scope includes a bi-weekly project call (12 calls, assuming a 6-month schedule) with the City Project Manager. This call will be informal and will be used to review project progress, discuss upcoming stakeholder engagement activities, and resolve any issues, as needed. Formal agendas and meeting minutes are not included as part of this task.

This task includes preparing a project schedule, and monthly progress reports including performed work, upcoming events and milestones, and status updates to the project schedule. This scope of work assumes a period of performance for 6 months.

Deliverables: *Bi-Weekly Project Management Team (PMT) Meetings, Project Schedule, Scoping Summary, Monthly Invoice, and Progress Reports.*

TASK 2: PUBLIC INSTITUTIONAL COMMITMENT AND OVERSIGHT

Task Objectives:

- Collaborate with City staff to establish the Action Plan Committee, charged with oversight of the CSAP development, implementation, and monitoring
- Engage City leaders to establish a written goal of zero roadway fatalities and serious injuries and the commitment to achieve it

Kimley-Horn will conduct two Action Plan workshops. The first in-person workshop, anticipated to be 2 hours in length, will be held following completion of Task 3 (Crash and Roadway Analysis). At this workshop, Kimley-Horn will engage executive leadership, elected officials, and existing and potential participants at all levels from the 4Es of traffic safety -- Engineering, Education, Enforcement, and Emergency Medical Services. The workshops will include discussion of opportunities such as the Safe System Approach, Federal Highway Administration (FHWA) Proven Safety Countermeasures, and the intent to commit to a goal of "Vision Zero." Kimley-Horn can use interactive tools such as Menti to gather participant input. To broaden engagement, Kimley-Horn will prepare an online survey instrument where others can provide their input and ideas. The survey will be made available online at the City's website. City staff will be responsible to prepare a distribution list and distribute the survey to stakeholders who were not able to participate in the in-person workshop. Kimley-Horn will summarize the results of the on-line survey in a brief memorandum (anticipated to be 2-3 pages with supporting survey responses).

A second workshop will be held during Task 6. This in-person workshop, anticipated to be 2 hours in length, will present project recommendations to improve safety at both high-crash locations as well as low-cost systemic projects throughout the roadway network. In addition, Kimley-Horn will present a framework for a written goal of zero roadway fatalities and serious injuries with a target date to either reach zero or set more targets to reach significant declines. It is anticipated that the goal will be consistent with the Washington Strategic Highway Safety Plan. Kimley-Horn will prepare content to be included in a resolution that will serve as the "Safety Commitment" as required by SS4A. It is anticipated that this resolution will then be prepared and presented by City Staff to the Mayor and City Council for consideration for adoption. Kimley-Horn will respond to one round of review comments. City staff will be responsible for obtaining approval signatures on the resolution, if adopted. Kimley-Horn participating at a council meeting (or similar) is not included as part of this scope.

Both workshops are planned to be held at City facilities. City staff will arrange for and reserve the facility at no cost to the project. A rental fee is not included as part of this scope of work or fee.

Deliverables: *Two agendas and workshop summaries provided in pdf. Statement of Commitment prepared for City staff to include in resolution for adoption by City Council.*

TASK 3: SYSTEMIC TRANSPORTATION NETWORK CRASH AND ROADWAY RISKS/NEEDS ANALYSIS

Task Objectives:

- Analyze existing data and trends on all public roadways to identify regional and jurisdiction-specific emphasis areas, such as active transportation, impaired driving, intersection, or lane departures, that represent a large proportion of fatalities and serious injuries
- Identify risk factors from available data sets to be provided by the City in geographic information system (GIS) format
- Identify high-crash and high-risk locations
- Identify site-specific locations (to include both high-crash and high-risk locations) for a more detailed assessment and focused countermeasures identification
- Identify systemic improvements that will reduce fatalities and serious injuries on local roads
- Utilize the following tools and data sets from FHWA and US Census Bureau: FHWA's Climate and Economic Justice Screening tool (CEJST), Environmental Health Disparity Index from the Washington Department of Health, and the Social Vulnerability Index from the Centers for Disease Control to highlight areas experiencing transportation insecurity and other transportation disadvantages.

Historical Baseline Crash Analysis

Kimley-Horn will acquire crash data from the past five years, 2018-2022, from Washington State Department of Transportation (WSDOT). Data from the year 2023 will be included if the full year data becomes available by June 1, 2024. Kimley-Horn will obtain available data in GIS format for crashes, roadway functional classification, speed limits, and average daily traffic (ADT) volumes. The historical baseline crash analysis will be utilized to obtain key safety targets and risk factors. Kimley-Horn will summarize historical crash analysis results (in tabular format) for the following areas to the extent data is available from WSDOT:

- Severity
- Year
- Roadway ownership (State/Local Federal Aid/Local Non-Federal Aid)
- Collision type
- Crash type (active transportation, roadway departure, driver age)
- Intersection crashes
- Functional class

The crash analysis or scope and fee will need to be revised if the parameters are not available from the WSDOT data. Kimley-Horn will rank each emphasis area based on the frequency of fatal and serious injuries for that emphasis area. This analysis helps to determine priority emphasis areas based

on the ranked frequency of fatal and serious injuries. These frequencies will be compared to statewide data. The preliminary crash analysis will be presented at the first workshop (see Task 2).

Network Screening

Kimley-Horn's network screening will use *Highway Safety Manual (HSM) 2010* methods to identify priority locations for additional review. Network screening will identify locations with higher-than-expected crash frequencies, based on comparison with similar facilities.

The network screening analysis will be displayed geospatially showing where priority locations are located. Corresponding tables will show severity crash type and contributing factors. This analysis, which establishes our High-Crash Network, will provide the City with a tailored summary of the targeted crash types and locations. The High-Crash Network will identify locations where specific crash types are over-represented. This helps diagnose safety issues that are leading to an elevated number of crashes.

Evaluation of Risk-Based Contributing Factors

Our risk-based assessment will overlay our High-Crash Network with the City's existing available roadway GIS data. This analysis will identify prevalent contributing roadway factors to the extent data is available in GIS format.

Kimley-Horn will present the High-Crash Network at our first stakeholders Action Plan Committee Workshop. At the workshop, Kimley-Horn will provide stakeholders with a list of Proven Safety Countermeasures for the highest risk crashes. Stakeholders will provide input on Proven Safety Countermeasures to assist with the selection of safety improvements that fit the community's needs. These countermeasures will be used to recommend specific projects.

Kimley-Horn will summarize the safety analysis into a technical memo with one round of consolidated comments from the City considered and integrated into the final CSAP.

Deliverables: *Safety Analysis Summary (Tables, Charts, Maps), High-Crash Network, Field Review of High-Priority Locations*

TASK 4: PUBLIC ENGAGEMENT AND EQUITY IMPACT ASSESSMENT

Task Objectives:

- Develop and implement public engagement plan
- Engage stakeholders, including elected officials, municipal engineering and planning staff, organizations, safety interest groups, and underserved populations, to provide input to plan development

This scope includes development of a public engagement plan that identifies the dates and times for community pop-up events and locations for flyers. Tools identified in Task 3 will be used to help identify groups disproportionately impacted by traffic risks and strategies for how to engage with them. One set

of consolidated comments received from the City would be considered to prepare the final public engagement plan. Kimley-Horn will use both in-person and online communication methods to share information with residents and stakeholders.

The stakeholder engagement process began with the Task 2 Action Plan Committee Workshops. Kimley-Horn will provide City staff with project information, meeting schedules, and meeting summaries so the City can make them accessible to the public and other stakeholders.

Community Pop-up Events

Kimley-Horn will identify opportunities to engage with underserved communities to create an opportunity to hear their concerns, perspectives, and ideas to improve safety on their streets.

Kimley-Horn will collaborate with the City to identify two events at which to present information about the Action Plan. These events could consist of pop-up events at locations such as summer festivals, grocery stores/markets, car shows, and other community events. Kimley-Horn will staff the 2 pop-up events for up to 16 hours (2 staff at 8 hours each, anticipated to be split evenly between 2 events). Venue fees are not included and would be additional reimbursable expenses or paid by the City.

Kimley-Horn will coordinate with City staff to have materials, consisting of one 8.5"x11" flyer fact sheet page with a QR code to a survey/comment form, placed at locations such as local food pantries, community recreation centers, and the Anacortes Public Library. Kimley-Horn will provide up to 500 flyers to the City.

Deliverables: *Public Engagement Plan, Up to two Community Pop-up Events and Materials*

TASK 5: POLICY/PLAN/PROCEDURE/STANDARDS ASSESSMENT

Task Objective:

- Review agency policies, programs, and practices that may have an impact on traffic safety and identify opportunities to implement long-lasting institutional changes to reduce fatalities and serious injuries

Kimley-Horn will identify policy and process changes that should be considered to reduce fatalities and serious injuries. These will include engineering changes, but also changes related to safety enforcement, education and outreach efforts, emergency response, and process improvements. These recommendations will conform to guidelines of the Safe System Approach adopted as part of the US Department of Transportation's (USDOT's) National Roadway Safety Strategy. Draft recommendations will be provided to the City for review and one round of consolidated written comments from the City will be considered and integrated into the final CSAP.

Deliverables: *Draft recommendations for specific policy/plan/procedure/standards changes*

TASK 6: ACTION PLAN DEVELOPMENT/DRAFT/FINAL DRAFT

Task Objectives:

- Overlay equity focus areas (identified in Task 3) using FHWA/US Census tools available on the SS4A website; the overlap of equity focus areas with safety needs informs project prioritization
- Select strategies and projects drawing from FHWA Proven Safety Countermeasures and National Highway Traffic Safety Administration (NHTSA) Countermeasures That Work
- Prioritize strategies and projects
- Prepare performance measures to report long-term progress.

Kimley-Horn will identify comprehensive projects and strategies to address priority locations. Systemic improvements will be based on the evaluation of contributing factors (identified in Task 3). Feasible strategies will range from physical design treatments to policy, enforcement, and technology options as well as developing context-specific, tailored solutions for individual areas of concern. Kimley-Horn will focus on the FHWA Proven Safety Countermeasures and NHTAs Countermeasures That Work.

Kimley-Horn will prepare Project Information Sheets for up to 10 locations for use in subsequent grant applications. Project Information Sheets will include a brief description, planning-level cost estimate, predicted crash reduction, and possible funding sources. The 10 locations will be determined based on injury statistics and in coordination with City staff.

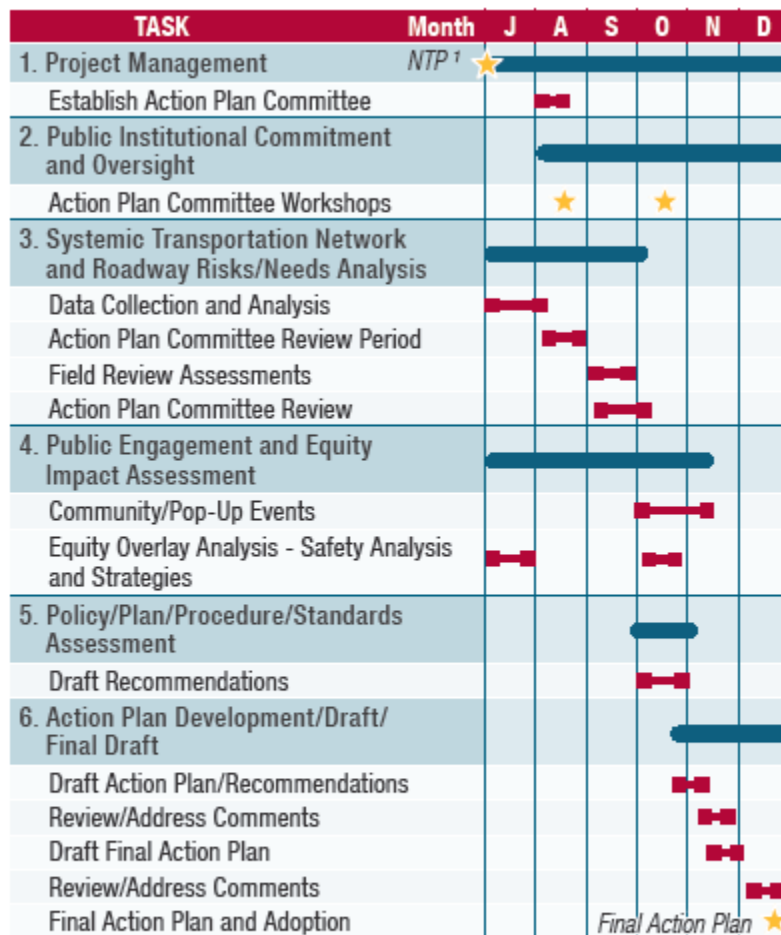
Kimley-Horn will develop a Draft and Final CSAP report. The CSAP report will include goals and objectives, data gathering and analysis, crash characteristics, countermeasure prioritization, and proposed projects and prioritization that were determined through the CSAP process. The CSAP final report will be organized to clearly communicate each of the required SS4A elements as listed in the SS4A website. The final draft will include a brief executive summary to highlight strategies and recommendations. Up to two rounds of consolidated written comments received from the City will be considered to prepare the final CSAP.

Deliverables: *Executive Summary, Draft and Final CSAP*

SCHEDULE

An initial schedule is illustrated below, and was included in our proposal dated March 21, 2024. This scope and fee assumes a 6 month project schedule. Schedule will be updated upon receipt of Notice to Proceed.

PROPOSED PROJECT SCHEDULE



Legend:

★ Milestone ■ Task Duration ■ Subtask Duration

¹ NTP date is dependent upon contract execution.

FEE ESTIMATE

The fee estimate for the scope of services described above is included below.

Kimley-Horn will perform the services in Tasks 1 - 6 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 Project Management	\$ 26,115
Task 2 Public Institutional Commitment and Oversight	\$ 13,435
Task 3 Systemic Transportation Network Crash and Roadway Risks/Needs Analysis	\$ 32,650
Task 4 Public Engagement and Equity Impact Analysis	\$ 6,230
Task 5 Policy/Plan/Procedure/Standards Assessment	\$3,465
Task 6 Action Plan Development/Draft/Final	\$17,260
Maximum Labor Fee	\$ 99,155
Expenses	\$579
Total not to Exceed	\$99,734

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

EXCLUSIONS AND ASSUMPTIONS

Scope does not include the following:

- Grant application preparation
- Traffic volume data

CLIENT: City of Anacortes
Project Name: Comprehensive Safety Action Plan

Estimate of Person Hours														
TASK	TASK	Project Manager	QA/QC	Safety Lead	Project Engineer/Safety	Analyst/Safety	Technical Editor	Graphic Designer	Accounting	Accounting Support		HOURS	Cost	Effort
NO	DESCRIPTION	\$ 315.00	\$ 315.00	\$ 315.00	\$ 225.00	\$ 175.00	\$ 175.00	\$ 110.00	\$ 110.00	\$ 110.00		PER TASK		
1	PROJECT MANAGEMENT	53	0	11	14	11	0	0	5	3		97	\$ 26,115.00	26%
	Regular Communication with City Project Manager (1 hrs/week)	24												
	Monthly PMT Meetings (assume 6 meetings)	12		3	6	3								
	Internal Team Meetings	12		8	8	8								
	Prepare Monthly Invoices (6)	5							5	3				
2	PUBLIC INSTITUTIONAL COMMITMENT AND OVERSIGHT	20	0	7	8	14	2	3	0	0		54	\$ 13,435.00	14%
	Action Plan Committee Workshops (2 workshops)	18		5	8	14		3						
	Safety Commitment Resolution	2		2			2							
3	SYSTEMIC TRANSPORTATION NETWORK CRASH AND ROADWAY RISKS/NEEDS ANALYSIS	24	0	16	33	69	0	5	0	0		147	\$ 32,650.00	33%
	Historical Baseline Crash Analysis													
	Crash Data	4		1	3	7								
	GIS Data / Traffic Volume				2	7								
	Emphasis Area Results	4		3	5	10								
	Network Screeing	4		4	8	15								
	Evaluation of Risk-Based Contributing Factors	4		4	5	15								
	Recommendations	8		4	10	15		5						
4	PUBLIC ENGAGEMENT AND EQUITY IMPACT ASSESSMENT	2	0	0	0	20	12	0	0	0		34	\$ 6,809.00	6%
	Community Pop-Up Events					12	12							
	Prepare Equity Analysis	2				8								
	Materials												\$ 579.00	
5	POLICY/PLAN/PROCEDURES/STANDARDS ASSESSMENT	2	0	4	0	7	2	0	0	0		15	\$ 3,465.00	3%
	Review policies, programs, and practices	1		2		3								
	Recommendations for specific policy, plan, procedure, standards changes	1		2		4	2							
6	ACTION PLAN DEVELOPMENT/DRAFT/FINAL DRAFT	9	4	12	10	27	10	6	0	0		78	\$ 17,260.00	18%
	Performance Reporting Framework	3		3		4	4	2						
	Draft CSAP Final Report	3	2	5	5	15	4	3						
	Final CSAP Final Report	3	2	4	5	8	2	1						
	TOTAL	110	4	50	65	148	26	14	5	3		425	\$ 99,734.00	100%



City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 7.a.

Agenda Item Title: Request for Easement Relinquishment

Staff Contact(s): DARCY SWETNAM, Andrew Rheaume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
DARCY SWETNAM	Discussion

Item Summary: Tim and Julie Marquez approached the City to request relinquishment of a 25' wide waterline easement from 1907 that crosses their property. The Marquezes currently own two parcels of undeveloped property on the corner of 29th Street and K Avenue. They plan to construct several new housing units on the property, but are unable to do so because the waterline easement bisects the southernmost parcel. They spoke with Public Works Director Andy Rheaume, who verified that there is no current City infrastructure in the easement area and no plans for future use of the easement. They have provided the attached documents, which include a title report, the original easement, and a record of survey from 2024 showing the easement area. Staff see no issue with relinquishing the easement.

Budget Impact:
N/A

Previous Action: N/A

Recommended Motion: I move we relinquish the 25-foot waterline easement obtained by the Anacortes Water Company in 1907 under Auditor's File #72190 across Skagit County Parcel #P31955 and authorize the Mayor to execute an easement relinquishment on a form approved by the City Attorney.

Alternative Actions: Decline to relinquish easement.

Attachments (listed in order presented):

1. Letter - Relinquishment of Easement P31955
2. #72190 vol 76, pg 402
3. Rheaume Email
4. 202403280018

5. 2920 K Ave - Title Report
6. 240422 Planning - Request for Easement Relinquishment

PO Box 2012
Mount Vernon, WA 98273
(425) 350-4678
julie.rossman@gmail.com

April 10, 2024

904 6th Street
Anacortes, WA 98221

Dear City of Anacortes City Council:

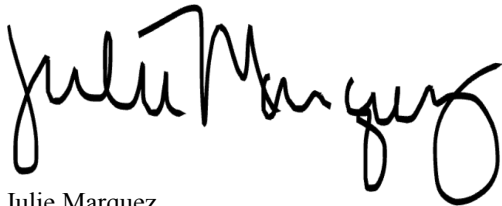
This letter is to formally ask for relinquishment of a utility easement on P31955, also known as 2920 K Avenue. This is in regards to an easement to the Anacortes Water Company in 1907 and recorded with Skagit County under AF#72190.

Grantee: The Anacortes Water Company, a corporation
Purpose: The right to go upon said land and excavate and lay a water pipe line
Area Affected: Affects a portion of subject land and other lands
Dated: February 25, 1907
Recorded: February 27, 1909
Auditor's File No.: 72190 (Volume 76 of Deeds, page 402)

Per City of Anacortes Public Works Director Andy Rheame in an email dated 4/8/2024, the easement currently does not have water utility infrastructure within the easement and there is no system planned extension of the water utility through the easement.

Attached is our record of survey 202403280018 with the site map of the parcel and location of the easement, the easement record AF#72190, and legal description from the current title report for reference - Title Report 2920 K Avenue.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Marquez", with a large, stylized loop at the end.

Julie Marquez
For Cartwheel LLC

Attachments:
202403280018
AF#72190
Title Report 2920 K Avenue
Rheame Email

72190

The grantors, C. H. Bagley and L. J. Bagley man and wife, of Anacortes, Washington, and John Martinson and Augusta Martinson man and wife, of the same place, for and in consideration of the sum of One Dollar, in hand paid, bargain, sell and convey to the Anacortes Water Company, a corporation, an easement, in and to any land belonging to grantors lying within the limits of Thirtieth Street produced between the west line of J. Avenue produced and the west line of 1st Avenue as platted in J. H. Harkness' Addition to Anacortes, all within the northwest quarter of the northeast quarter of section twenty five (25), township thirty five (35) north, range one (1) east 4th M., for the following purposes, to-wit: the right to go upon said land and excavate and lay a water pipe line from the main water pipe as the same is now laid north-erly and southerly on said J. Avenue produced across the lands of the parties of the first part, beginning at a point where the new pipe line is to be connected to the said main pipe line at the intersection of said Thirtieth Street produced and J. Avenue produced and running thence easterly to said 1st Avenue as platted, and the center of said water pipe line on said Thirtieth Street produced to be, as nearly as practicable, twenty five (25) feet south of and parallel to the north line of said Thirtieth Street produced, and to, at any time, go upon said lands for the purposes of inspecting, relaying, repairing and replacing all of said pipe line and their connections, and said grantors agree to, with said Anacortes Water Company to keep all the lands over and above, and for a distance of ten feet on each side of said pipe line and their connections free from any buildings or other obstructions that might hinder or interfere with said grantees in inspecting, relaying, repairing, taking up, or replacing said pipe line and their connections. Dated this 25th day of February, 1907.

Signed, Sealed, Delivered in
presence of:-
Alfred Gustrom
H. H. McCallum

C. H. Bagley (Seal)
Mrs L. J. Bagley (Seal)
John Martinson (Seal)
Augusta Martinson (Seal)

State of Washington } ss
County of Skagit.

This is to certify, that on this 25th day of February, 1907, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came C. H. Bagley and L. J. Bagley man and wife, and John Martinson and Augusta Martinson man and wife, to me known to be the same individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

N. H. McCallum



Notary Public in and for the State of Washington, residing at Anacortes, Skagit County, Washington.
Filed for Record at Request of
Anacortes Water Co. Feb 27
A. D. 1907 AT 2:25 MIN. P. M.
By Marie Cathersom, Deputy

#72195

State of Washington } ss
County of Yakima,

I now All Men by These Presents, That Leach Land Company Inc. a corporation of the County of Yakima in the State of Washington, for and in consideration of the sum of Ten \$ Dollars, to it in hand paid by John A. Campbell of Seattle of the County of King in the State of Washington, has this day bargained and sold, and doth hereby grant, bargain, sell, convey and confirm unto the said John A. Campbell the following described lands and premises, lying being and situated in the County of Skagit and State of Washington, to-wit: The South west quarter of the South west quarter of Section 26; The East half of the South East quarter; and The North west quarter of the South East quarter of Section 27. The East half of the South west quarter, and Lots three and four of Section 30.

The North half of the South east quarter and the North east quarter of the South west quarter of Section 32.
The South half of the North west quarter and the North west quarter of the South west quarter of Section 32.
The South half of the North west quarter and the South west quarter of the North east quarter of Section 34.

Relinquishment of Easement P31955

Andrew Rheume <andrewr@cityofanacortes.org>

Mon, Apr 8, 2024 at 4:24 PM

To: Julie <julie.rossman@gmail.com>, Steve Lange <stevel@cityofanacortes.org>, Logan Lee <loganl@cityofanacortes.org>

Cc: Tim Marquez <timothyjmarquez@gmail.com>, Grace Pollard <gracep@cityofanacortes.org>, Darcy Swetnam <darcys@cityofanacortes.org>

Hi Julie,
I talked to the City Attorney. She recommends you make a formal request to the city council to relinquish the easement. The city council is the only entity able to relinquish the easement.

The request should include the original easement language and map. You are welcome to say in the request or I can write you a letter that says the easement currently does not have water utility infrastructure within the easement and there is no system planned extension of the water utility through the easement.

Once we receive the request we can schedule on the council agenda for their consideration.



Andy Rheume

Public Works Director

City of Anacortes

904 6th Street | Anacortes, WA 98221

andrewr@cityofanacortes.org | www.anacorteswa.gov

Office: (360) 299-1954

Never miss an update! [Sign up for Public Works notifications](#)

From: Julie <julie.rossman@gmail.com>

Sent: Friday, April 5, 2024 4:18 PM

To: Steve Lange <stevel@cityofanacortes.org>; Logan Lee <loganl@cityofanacortes.org>; Andrew Rheume <andrewr@cityofanacortes.org>

Cc: Tim Marquez <timothyjmarquez@gmail.com>; Grace Pollard <gracep@cityofanacortes.org>

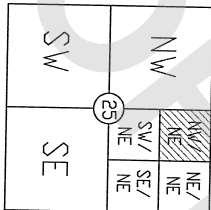
Subject: Relinquishment of Easement P31955

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

Hello Andy, Logan, and Steve:

[Quoted text hidden]

SECTION 25, TOWNSHIP 35 N, RING 1 EAST

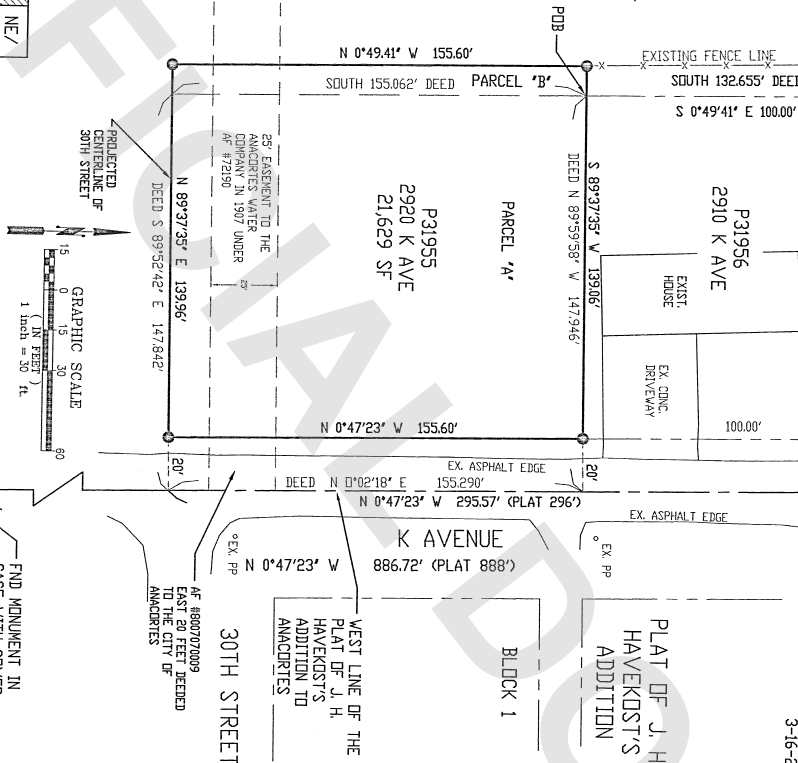


LAND SURVEYOR
DALE HERRIGSTAD, P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98021

3-27-2024



- NOTES:
1. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF THE DATA OWNERS POLICY TITLE REPORT ORDER NO. 70635735, DATED JUNE 17, 2022.
 2. SET RE-BAR AND YELLOW CAP P.L.S. #27807 AND WHITE 2"x2" WITNESS STAKE.
 3. FOUND MONUMENT WITH CASE AND COVER AS NOTED.
 4. EQUIPMENT USED: Geomax 2" Robotic total Station.
 5. MONUMENTS TIED AS NOTED.
 6. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
 7. SURVEY METHODS: STANDARD FIELD TRAVERSE.
 8. BASIS OF BEARINGS: ASSUMED.



REMARKS

1. This survey was based on the following information:
 - a) Record of Survey AF #876291.
 - b) Record of Survey AF #8906120045.
 - c) Plat of J.H. Havekost's Addition to Anacortes.
2. The monumented center line of J.H. Havekost's Addition.
3. Although RDS #876291 indicated the intent of Mr. Dickson to leave a 40-foot strip of land to the City for future roadway the only dated plat of record is AF #198070009 granting only 20 feet. The existing roadway does not show the 20 feet so I held the property line as 20 feet from the 1/2 Avenue centerline.

FIND MONUMENT IN CASE WITH COVER 12-9-2021

RECORD OF SURVEY	
Owner:	Cartipheel LLC
	PO Box 2012
	Mount Vernon, WA 98273
A PORTION OF THE NW 1/4 OF THE NE 1/4, SECTION 25, TOWNSHIP 35 N, RING 1 EAST, W.M.	
SKAGIT COUNTY, WASHINGTON	
HERRIGSTAD ENGINEERING & SURVEYING	
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804	
DWN BY:	DKH
CHECK BY:	DKH
DATE:	3-20-2024
Scale:	Noted
	1002022-77

SHEET 1 OF 1

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF JULIE MARQUEZ OF SKAGIT COUNTY IN MARCH, 2024.

DALE K. HERRIGSTAD, P.L.S.
Certificate No. 27807
Date MARCH 27, 2024

Situate in the City of Anacortes, County of Skagit, State of Washington.

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the Northwest corner of said Northwest 1/4 of the Northeast 1/4; thence North 89°37'35" East 942.670 feet; thence due South 132.655 feet to the true point of beginning; thence West to a fence line as it existed on July 14, 1978, and as described in Deed recorded August 14, 1978, under Auditor's File No. 885480, records of Skagit County, Washington; thence South 147°42'42" East 147.842 feet, more or less, to the West line of the "PLAT OF J. H. HAVEKOST'S ADDITION TO ANACORTES, SKAGIT CO., WASHINGTON," as per plat recorded in Volume 1 of Plats, page 23, records of Skagit County, Washington; thence East along the West line of said plat 155.290 feet; thence North 89°59'58" West 147.946 feet to the true point of beginning.

EXCEPT that portion, if any, lying within "K" Avenue.

ALSO EXCEPT that portion conveyed to the City of Anacortes for road, highway and utility purposes by deed recorded July 7, 1980, under Auditor's File No. 880700009, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL "B".

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the Northwest corner of said Northwest 1/4 of the Northeast 1/4; thence North 89°37'35" East 942.670 feet; thence due South 132.655 feet to the true point of beginning of this description; thence continuing due South 155.062 feet; thence South 89°52'42" East 147.842 feet, more or less, to the West line of the "PLAT OF J. H. HAVEKOST'S ADDITION TO ANACORTES, SKAGIT CO., WASHINGTON," as per plat recorded in Volume 1 of Plats, page 23, records of Skagit County, Washington; thence East along the West line of said plat 155.290 feet; thence North 89°59'58" West 147.946 feet to the true point of beginning.

LEGAL DESCRIPTION

PARCEL "A".

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the Northwest corner of said Northwest 1/4 of the Northeast 1/4; thence North 89°37'35" East 942.670 feet; thence due South 132.655 feet to the true point of beginning of this description; thence continuing due South 155.062 feet; thence South 89°52'42" East 147.842 feet, more or less, to the West line of the "PLAT OF J. H. HAVEKOST'S ADDITION TO ANACORTES, SKAGIT CO., WASHINGTON," as per plat recorded in Volume 1 of Plats, page 23, records of Skagit County, Washington; thence East along the West line of said plat 155.290 feet; thence North 89°59'58" West 147.946 feet to the true point of beginning.

AUDITORS CERTIFICATE

FILED FOR RECORD THIS 28 DAY OF MARCH, 2024
AT 10 MINUTES PAST 12 O'CLOCK (P.M.) UNDER
AUDITOR'S FILE NO. 202403280018 RECORDS OF SKAGIT
COUNTY, WASHINGTON

AUDITOR: *Julie Marquez*
DEPUTY AUDITOR: *David R. Smith*



Land Title and Escrow Company
"Local People Serving Local People"

Skagit County – 111 East George Hopper Road – Burlington, WA 98233
Phone: (360)707-2158 – Fax: (360)707-0460

Title No.: 209339-LT
Address Reference: 2920 K Avenue, Anacortes, WA 98221
Tax Parcel No.: 350125-0-017-0000/P31955

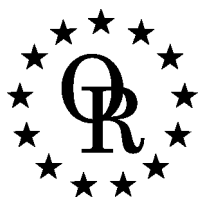
PREPARED FOR:

Seller: K Ave LLC
Buyer: Cartwheel LLC, Joshua Top, and Rebecca Top
Lender: Amy Fogle and Charles Fogle, a married couple
Escrow: Land Title and Escrow Company
Brianna Maldonado / brianna@ltco.com

PREPARED BY:

For questions about the Commitment please contact:

Title Officer: Barb McGrady (360) 707-2158 barb@ltco.com



ALTA Commitment for Title Insurance

Title Order No.: 209339-LT

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of:

Land Title and Escrow Company
3010 Commercial Avenue
Anacortes, WA 98221

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

B McGrady

Authorized Signatory

By *Mal A. Biskup* President
Attest *David Wold* Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ALTA COMMITMENT SCHEDULE A

Transaction Identification Data for reference only:

Issuing Agent: Land Title and Escrow Company
 Issuing Office: 3010 Commercial Avenue, Anacortes, WA 98221
 Issuing Office's ALTA Registry ID: 0003039
 Title Officer: Barb McGrady
 Title Order No.: 209339-LT
 Property Address: 2920 K Avenue, Anacortes, WA 98221

1. Commitment Date: **May 19, 2023 at 8:00 AM**

2. Policy or Policies to be issued:

ALTA Owner's Policy Standard

Short Term Rate

Proposed Policy Amount: \$ 600,000.00

Premium: \$ 1,242.00

Tax: \$ 109.30

Proposed Insured: **Cartwheel LLC, a Washington Limited Liability Company, and Joshua Top and Rebecca Top, a married couple**

ALTA Loan Policy

Standard

Proposed Policy Amount: \$ 400,000.00

Premium: \$ 150.00

Tax: \$ 13.20

Proposed Insured: **Amy Fogle and Charles Fogle, a married couple**

3. The estate or interest in the Land described or referred to in this Commitment is **fee simple**

4. The Title is, at the Commitment Date, vested in:

K Ave LLC, a Washington Limited Liability Company

5. The Land is described as follows: **See Exhibit A attached**

END OF SCHEDULE A

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ALTA COMMITMENT**EXHIBIT A****PARCEL "A":**

That portion of the Northwest ¼ of the Northeast ¼ of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

**Beginning at the Northwest corner of said Northwest ¼ of the Northeast ¼;
thence North 89°37'35" East 942.670 feet;
thence due South 132.655 feet to the true point of beginning of this description;
thence continuing due South 155.062 feet;
thence South 89°52'42" East 147.842 feet, more or less, to the West line of the "PLAT OF J. H. HAVEKOST'S ADDITION TO ANACORTES, SKAGIT CO., WASHINGTON," as per plat recorded in Volume 1 of Plats, page 23, records of Skagit County, Washington;
thence North 0°02'18" East along the West line of said plat 155.290 feet;
thence North 89°59'58" West 147.946 feet to the true point of beginning,**

EXCEPT that portion, if any, lying within "K" Avenue,

ALSO EXCEPT that portion conveyed to the City of Anacortes for road, highway and utility purposes by deed recorded July 7, 1980, under Auditor's File No. 8007070009, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL "B":

That portion of the Northwest ¼ of the Northeast ¼ of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

**Beginning at the Northwest corner of said Northwest ¼ of the Northeast ¼;
thence North 89°37'35" East 942.670 feet;
thence due South 132.655 feet to the true point of beginning;
thence West to a fence line as it existed on July 14, 1978, and as described in Deed recorded August 14, 1978, under Auditor's File No. 885480, records of Skagit County, Washington;
thence South along said fence to an intersection with the South line of Parcel "C" of Survey recorded March 28, 1978, under Auditor's File No. 876291, records of Skagit County, Washington, projected Westerly;
thence East along said line to the Southwest corner of said Parcel "C";
thence due North to the point of beginning.**

Situate in the City of Anacortes, County of Skagit, State of Washington.

END OF EXHIBIT A

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

**ALTA COMMITMENT
SCHEDULE B – PART I****REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. All documents must meet the margin and legibility requirements as set forth by the Washington State Legislature under RCW 65.04-045. If your documents fail to meet these requirements the County may reject them for recording, which could delay your closing.
6. Appropriate items must be released, satisfied or reconveyed by means satisfactory to the Company.
7. The property description included herein is based upon the application for Title Insurance. Before any instrument(s) pertaining to this property is/are prepared, the description should be verified and approved by all parties.
8. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
9. We will require a properly executed Owner's Affidavit be submitted to our office prior to closing.
10. We are in receipt of the K Ave LLC Operating Agreement and provided no amendments have been made since July 13, 2022, Greg Kreider and Phil Fogle, as members is/are authorized as manager(s) to sign.
11. We are in receipt of the Cartwheel LLC Operating Agreement and provided no amendments have been made since August 2, 2020, Julie Marquez, as sole member is/are authorized as manager(s) to sign.

END REQUIREMENTS

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ALTA COMMITMENT SCHEDULE B – PART II

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, part I – Requirements are met.

SPECIAL EXCEPTIONS TO FOLLOW

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

**ALTA COMMITMENT
SCHEDULE B – PART II
(Continued)
SPECIAL EXCEPTIONS**

1. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Grantee: The Anacortes Water Company, a corporation

Purpose: The right to go upon said land and excavate and lay a water pipe line

Area Affected: Affects a portion of subject land and other lands

Dated: February 25, 1907

Recorded: February 27, 1909

Auditor's File No.: [72190 \(Volume 76 of Deeds, page 402\)](#)

2. Matters as disclosed by survey recorded March 28, 1978 under Auditor's File No. [876291](#) , records of Skagit County, Washington.

3. Payment of the real estate excise tax, if required.

Effective January 1, 2020, pursuant to ESSB 5998, Chapter 424, Laws of 2019, sales of real property in Washington are subject to [graduated REET](#) rates, with the [exception](#) of sales of real property classified as either “agricultural land” or “timberland,” which remain subject to a REET rate of 1.28%.

The local portion of REET must be added to the total of the state portion to calculate the total tax.

An additional \$5.00 State Technology Fee should be included in all excise tax payments. If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the [official Washington State Excise Tax Affidavit](#) . Any applicable excise tax must be paid, and the submitted affidavit approved at the time of recording of conveyance documents. Note: Real Estate Excise Tax Affidavits must be printed as legal-size forms.

4. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Tax Account No./Property ID No.: 350125-0-017-0000/P31955

Total Assessed: \$408,400.00

Year: 2023

Amount Billed: \$3,030.80

Amount Paid: \$1,515.44

Balance: \$1,515.36

Prior to the close of escrow, please contact the County Treasurer’s Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and/or delinquencies.

5. Municipal assessments and impact fees, if any, levied by City of Anacortes.

6. Rights or claims of tenants in possession due to unrecorded leasehold interests and/or rental agreements, if any.

**END OF SPECIAL EXCEPTIONS
Please see “NOTES” section at the end of Schedule B**

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

**ALTA COMMITMENT
SCHEDULE B – PART II
(Continued)**

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

1. Where an abbreviated legal description is required on your documents, the following is suggested:
ptn NW NE, 25-35-1 E W.M.
2. According to the information we are able to obtain from Skagit County, the address is as follows:
2920 K Avenue, Anacortes, WA 98221
3. According to the public records, there have been no deeds conveying the property described in this report, recorded within a period of 24 months prior to the date hereof except as follows:
Auditor's File No.: [202305180018](#)
4. We find no pertinent matters of record affecting the incoming purchaser(s), except as shown herein.
5. Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: Old Republic National Title Insurance Company.

END OF NOTES

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

SKAGIT COUNTY RECORDING REQUIREMENTS

Recording procedures in Skagit County have changed in that, when possible, we now E-Record documents, with the exception of files with Mobile Home Transfers.

All documents must meet the margin and legibility requirements as set forth by the Washington State Legislature under RCW 65.04.045. If your documents fail to meet these requirements the County may reject them for recording, which could delay your closing.

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.
Font size of 8 points or larger and paper size of no more than 8 ½ " by 14".
No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance reference to auditor's file number or subject deed of trust.
Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.
Abbreviated legal description (lot, block, plat name or section, township, range and quarter-quarter section for unplatted).
Assessor's tax parcel number(s)
Return address which may appear in the upper left hand 3" top margin

Last Document Release Times:

E-RECORDING	REGULAR RECORDING
Excise and Non-Excise 3:00 Original documents (including excise tax, if applicable) must be in our possession for E-Recording. Please allow ample time for review. Excise tax may be wired to Land Title* or a paper check must be made payable to: Land Title and Escrow (*Contact our Burlington office for wiring instructions. All Excise tax funds must be received by the Company prior to release for recording.) Each document is subject to an E-Record fee of \$5.43.	Excise and Non-Excise 3:00 Original documents must be in our office by 3:00 PM the day of recording. Excise tax checks payable to: Skagit County Treasurer

FOR QUESTIONS REGARDING RECORDING PLEASE EMAIL SkagitRecording@ltco.com



OLD REPUBLIC TITLE

FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (*Contact Us*)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: - Give us your contact information or show your driver's license - Show your government-issued ID or provide your mortgage information - Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: - Sharing for affiliates' everyday business purposes - information about your creditworthiness - Affiliates from using your information to market to you - Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Privacy Policy Notice

Mount Vernon Abstract and Title Co., Inc. dba Land Title and Escrow of Skagit & Island Counties

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Mount Vernon Abstract and Title Co., Inc. dba Land Title and Escrow of Skagit & Island Counties

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.

- Information about your transactions we secure from our files, or from our affiliates or others.

- Information we receive from a consumer reporting agency.

- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

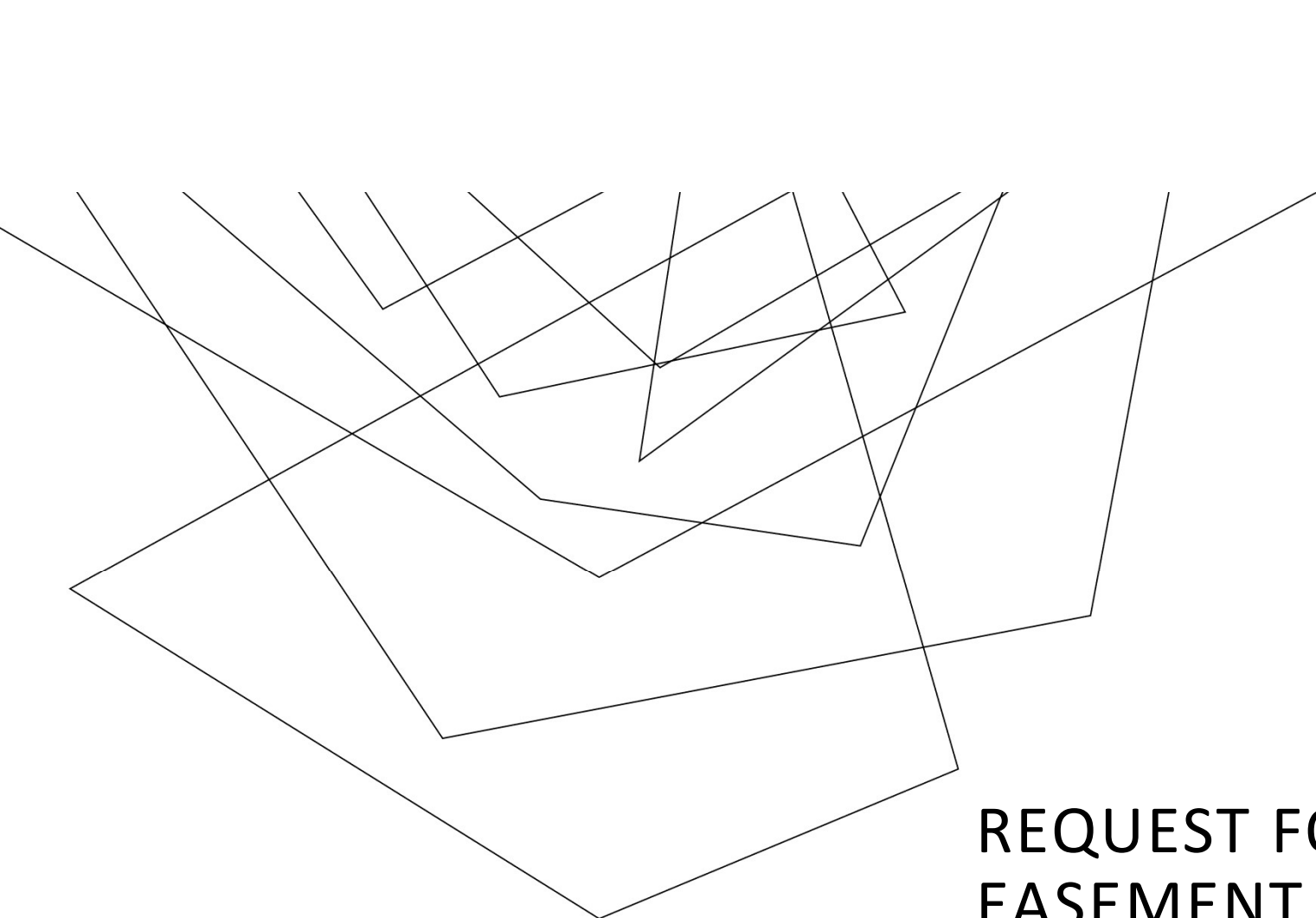
We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

- Non-financial companies such as envelope stuffers and other fulfillment service providers.

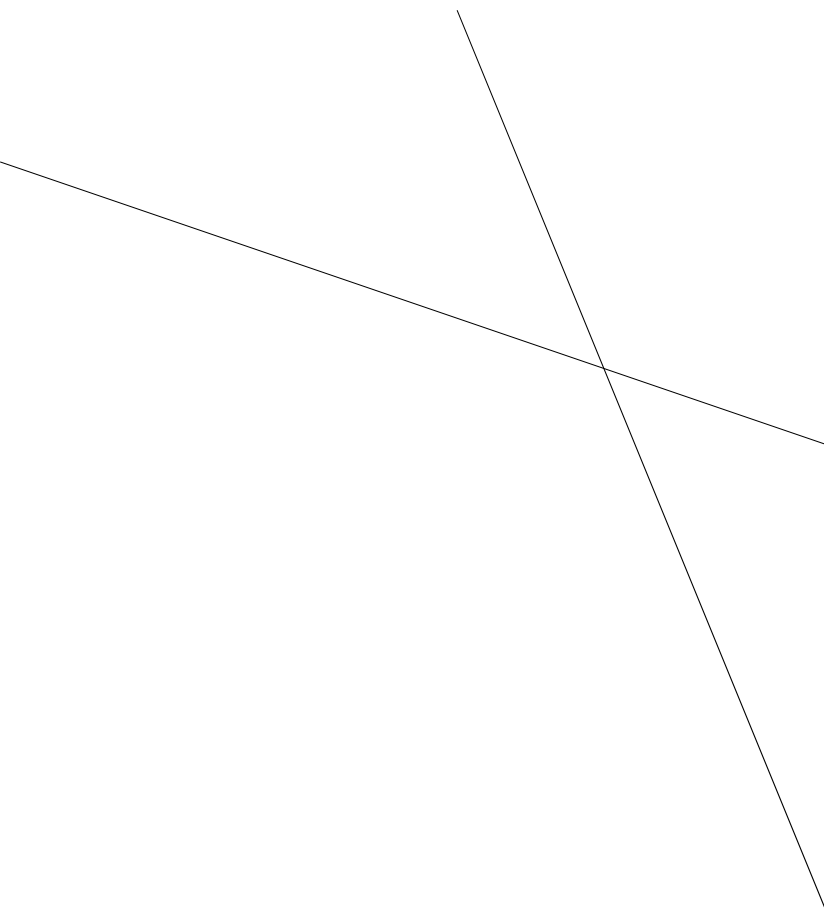
WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

An abstract graphic consisting of several thin, black, straight lines of varying lengths and orientations. These lines intersect to form a series of overlapping, irregular polygons and shapes, primarily located in the upper left and center of the page. The lines are black and the background is white.

REQUEST FOR EASEMENT RELINQUISHMENT

April 22, 2024



REQUEST

- April 10, 2024: Julie Marquez for Cartwheel LLC requested the City relinquish an easement across Skagit County Parcel Number P31955
- The City holds the easement for waterline purposes, but currently has no infrastructure in the easement area or specific plans to site infrastructure there

THE EASEMENT

GRANTEE: The Anacortes Water Company

DATED: February 25, 1907

RECORDED: February 27, 1909

PURPOSE: To go upon said land and excavate and lay a water pipe line

402

72190

The Grantors, C. H. Bagley and L. J. Bagley man and wife, of Anacortes, Washington, and John Martinson and Augusta Martinson man and wife, of the same place, for and in consideration of the sum of One Dollar in hand paid, bargain, sell and convey to the Anacortes Water Company, a corporation, an easement in and to any land belonging to grantors lying within the limits of Thirtieth Street produced between the west line of J Avenue produced and the west line of K Avenue as plotted in J. H. Hawthorn's Addition to Anacortes, all within the northwest quarter of the northeast quarter of section twenty five (25), Township thirty five (35) north, range one (1) East, N. M., for the following purposes, to-wit: the right to go upon said land and excavate and lay a water pipe line from the main water pipe as the same is now laid north-wardly and southerly on said J Avenue produced across the lands of the parties of the first part, beginning at a point where the new pipe line is to be connected to the said main pipe line at the intersection of said Thirtieth Street produced and J Avenue produced and running thence easterly to said K Avenue as plotted, and the center of said water pipe line on said Thirtieth Street produced to be as nearly as practicable twenty five (25) feet south of and parallel to the north line of said Thirtieth Street produced, and to, at any time go upon said lands for the purposes of inspecting, relaying, repairing and replacing all of said pipe lines and their connections, and said grantors agree to keep all the lands over and above, and for a distance of ten feet on each side of said pipe lines and their connections free from any buildings or other obstructions that might hinder or interfere with said grantors in inspecting, relaying, repairing, taking up or replacing said pipe lines and their connections. Dated this 25th day of February 1907.

Signed, sealed, delivered in presence of:
Alfred Erickson
H. H. McCallum

C. H. Bagley (Seal)
Mrs L. J. Bagley (Seal)
John Martinson (Seal)
Augusta Martinson (Seal)

403

State of Washington ss
County of Skagit

This is to certify, that on this 25th day of February, 1907, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came C. H. Bagley and L. J. Bagley man and wife, and John Martinson and Augusta Martinson man and wife, to my presence to be the same individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



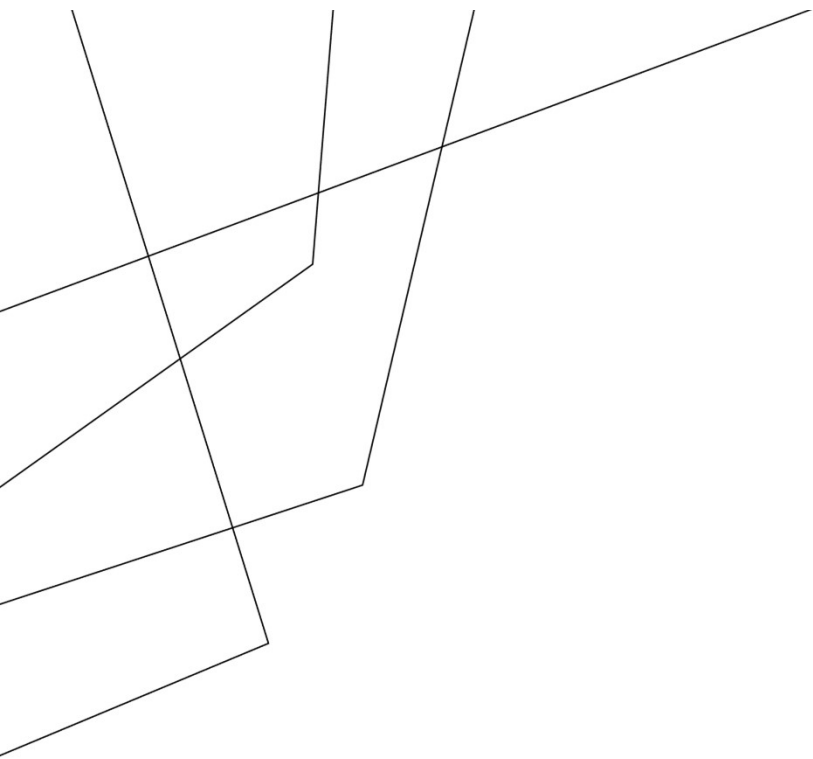
H. H. McCallum
Notary Public in and for the State of Washington, residing at Anacortes, Skagit County, Washington.
Filed for Record at Anacortes, Wash. Co. Feb. 27, 1907.
By Marie Cathersom, Secy.

#72195

State of Washington ss
County of Yakima

I know All Men by These Presents, that each Land Company Inc. a corporation of the County of Yakima in the State of Washington, for and in consideration of the sum of Ten \$ Dollars to it in hand paid by John W. Campbell of Seattle of the County of King in the State of Washington, has this day bargained and sold, and each hereby grant, bargain, sell, convey and confirm unto the said John W. Campbell the following described lands and premises, lying being and situated in the County of Skagit and State of Washington, to-wit: The South west quarter of the South west quarter of Section 28; The East half of the South East quarter of the North west quarter of the North East quarter of Section 29. The East half of the South west quarter, and lots three and four of Section 30.

The North half of the South east quarter of the North east quarter of the South west quarter of Section 32. The South half of the North west quarter and the North west quarter of the North west quarter of Section 32. The South half of the North west quarter and the South west quarter of the North east quarter of Section 34.



OPTIONS FOR COUNCIL

GRANT THE REQUEST

Declare the easement to be surplus and direct staff to prepare necessary documents to declare the easement surplus and release the City's interest

DENY THE REQUEST

Deny the request and retain the easement

POSTPONE FOR ADDITIONAL INFO

Decline to issue a decision pending additional information



QUESTIONS?



City Council Agenda Bill

Meeting Date: April 22,
2024

Agenda Item: 7.b.

Agenda Item Title: Anacortes Museum Update

Staff Contact(s): BRET LUNSFORD

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
BRET LUNSFORD	Staff Report

Item Summary: Bret Lunsford will report on activities at the Anacortes Museum, the Maritime Heritage Center, and the W.T. Preston, as well as other projects that museum staff are working on.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Museum update presentation April 2024



PHOTO ID: WF 5788



OUR HISTORIC PHOTO ARCHIVE HAS A NEW URL

Our online historic photo archive, sporting over 86,000 photos, has gotten an upgrade.

Now with faster searching, the database also has a new URL:

ANACORTES.CATALOGACCESS.COM



ANACORTES MUSEUM & MARITIME HERITAGE CENTER

[Home](#) [Keyword Search](#) [Random Images](#) [Exhibits](#) [People](#)

RANDOM IMAGES



[WF 7486.001-.003](#)



[WF 8326](#)



[2017.059.013-.015](#)



[fic.0400](#)



[WF 6076.007](#)



[WF 6670.001-.003](#)



[D.XX.003.017](#)



[WF 6381.001-.003](#)



[2017.090.001-.003](#)



[2012.081.008](#)



ANACORTES MUSEUM & MARITIME HERITAGE CENTER

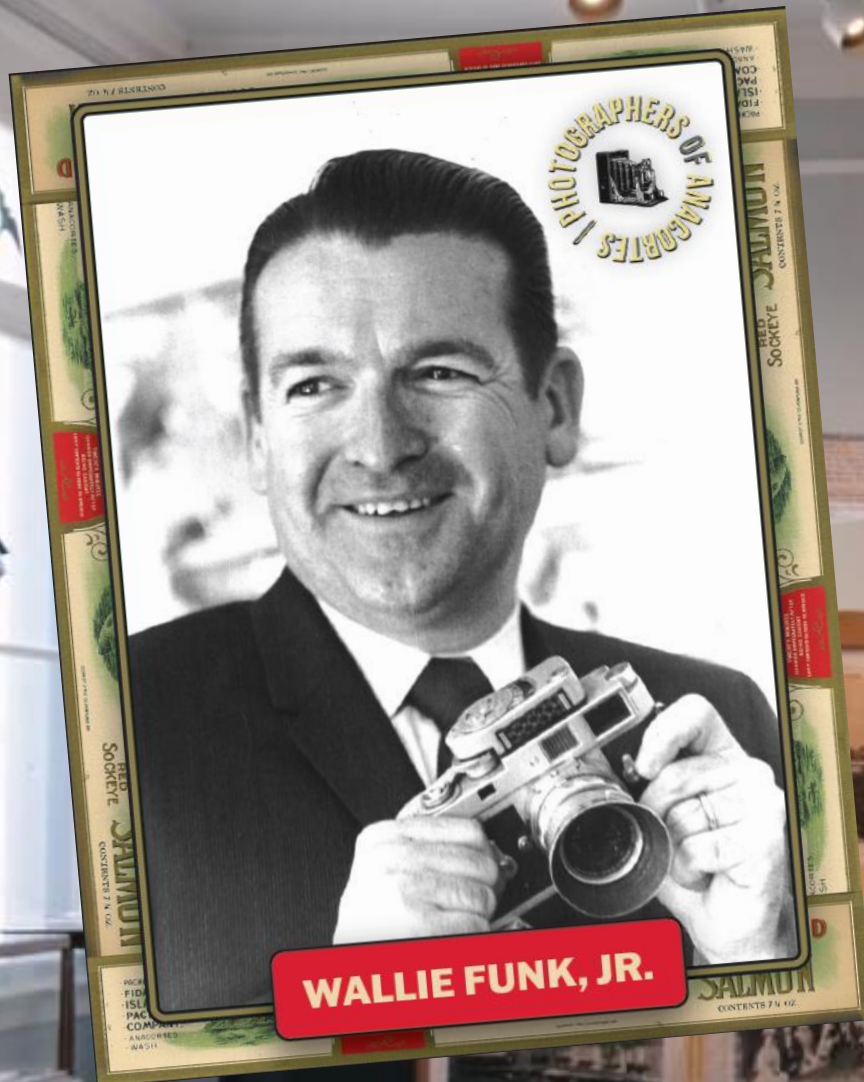
[Home](#)[Keyword Search](#)[Random Images](#)[Exhibits](#)[People](#)[← Return to search results](#)[Email to a Friend](#)[Send Us Feedback](#)

PHOTO RECORD



Object Id	WF 7183.001-.004
Title	storm drain citizens' meeting
Date	1959/06/
Description	A citizens' meeting was held in City Council chambers in June 1959 to discuss the issue of storm drains. Note the photos on the walls in .001 and .002; the City Council Chambers served as the city museum at this time.
Photographer	ANACORTES AMERICAN staff
Collection	Wallie Funk Collection
Subjects	Place - Anacortes, WA Government





WALLIE FUNK, JR.

Wallie Valentine Funk Jr. (born April 29, 1922; died Aug. 12, 2017) was a founder of the Anacortes Museum, communicator extraordinaire and tireless patron of history and the arts.

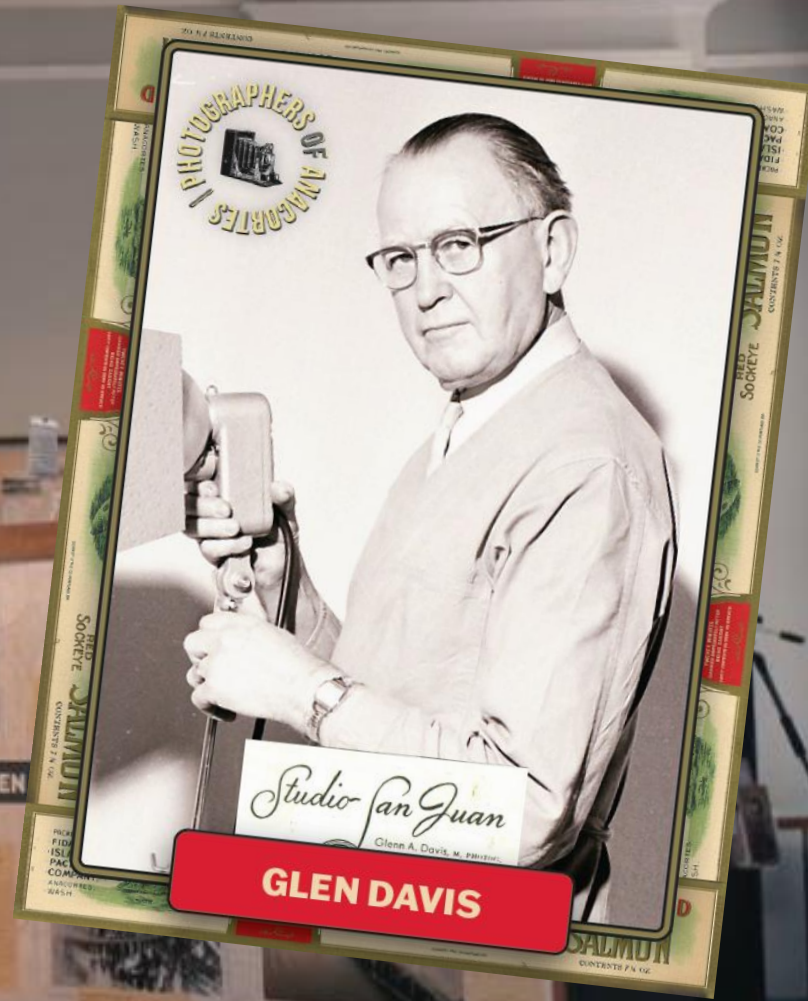
A true Anacortes original, Wallie was drawn to history at a precocious age. Gregarious and personable from the start, he visited the pioneers in his Old Town neighborhood and soaked up wild and wonderful stories of days gone by. When he became co-publisher of the Anacortes American in 1950, his first editorial called for preservation of the city's photographic history. People brought him old photos to copy, and the Wallie Funk Collection – the nucleus of the Anacortes Museum – was born. The number of images swelled into the tens of thousands after he rescued the work of photographer Ferd Brady, and added the work of American staff photographers – much of it taken himself.

"Wallie was an amazing individual. His home office was stacked waist-deep in 8x10 black and white prints. He could tell you where the photo was taken, who was in the picture, and what year it was taken. Even more amazing was his ability to locate just about any shot you might ask about," said Rick Castellano, Executive Director of the Island County Museum.

Although Wallie was a masterful photographer, he employed a unique and powerful tool – engagement. He did not passively observe his subjects, he actively interacted with them. His impact will live on for generations.



museum.cityofanacortes.org



GLEN DAVIS



ANACORTES MUSEUM & MARITIME HERITAGE CENTER

[Home](#) [Keyword Search](#) [Random Images](#) [Exhibits](#) [People](#)

RANDOM IMAGES



[2006.013.003](#)



[WF 2930](#)



[E.V1.004.001-002](#)



[2006.063.001](#)



[2015.071.001](#)



[2002.010.012.560-579](#)



[2005.083.001](#)



[2000.057.055](#)



[1997.363.001](#)



[WF 5426](#)



[fic.1028.001-.011](#)



[2019.004.031](#)



[WF 6856.001-002](#)



Promote new online photo webpage <https://anacortes.catalogaccess.com>
to increase community engagement with 86,000+ historic images.

SUMMER HOURS: JUNE — AUGUST



MARITIME HERITAGE CENTER

Tuesday - Saturday: 10am - 4pm

Sunday: 11am - 4pm



W.T. PRESTON SNAGBOAT

Tuesday - Saturday: 10am - 4pm

Sunday: 11am - 4pm

*Scan QR codes for non-summer days/hours.

360-293-1915 - museum.cityofanacortes.org - 703 R AVENUE



ANACORTES MARITIME HISTORY

Expanded Hours and Exhibits

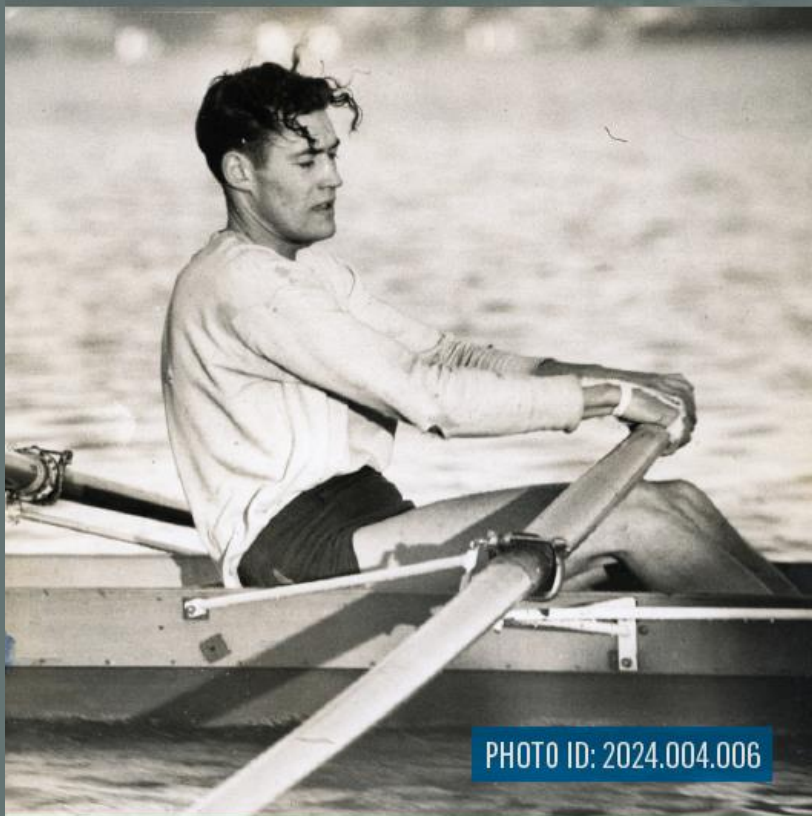


PHOTO ID: 2024.004.006

VISIT THE DON HUME PAGE:
[ANACORTES.CATALOGACCESS.COM/PEOPLE/1642](https://anacortes.catalogaccess.com/people/1642)



FROM ANACORTES TO OLYMPIC GOLD

For those who have enjoyed the movie and book versions of *The Boys in the Boat*, the Anacortes Museum brings home the local connection of these Olympic gold medalists with a feature on the Fidalgo Island activities of Don Hume (AHS 1933). Anacortes held a special place in Don Hume's life, although he wasn't quite sure about it as a teenage new kid in town. In 1930, the family moved to a house on cannery row, a stone's throw from the Guemes Channel. Before long, Don had acquired a clinker-built rowboat and was exploring by oar the waters surrounding Fidalgo Island.

At the Maritime Heritage Center and the entry of the Senior Activities

Center you will find interpretive posters that provide more information on Salish Sea maritime traditions.



VISIT THE EXHIBIT PAGE:
[ANACORTESWA.GOV/1593/](https://anacorteswa.gov/1593/)







**MARITIME
WASHINGTON**
NATIONAL HERITAGE AREA

Anacortes Launch Event



Maritime Washington National Heritage Area

- Designated by Congress in 2019
- 3,000 miles of coastline from Grays Harbor to the Canadian border
- $\frac{1}{4}$ mile from mean high tide line
- 13 counties, 21 federally recognized Tribes, 32 incorporated cities, and 33 port districts
- First and only NHA in the country focused entirely on maritime heritage
- Facilitated by Washington Trust for Historic Preservation



What did we hear from Skagit County?

IMPORTANT STORIES

- Tribal history and culture
- Shipbuilding (historic and present-day)
- Active working waterfronts
- Unique environment
- History of transportation

COMMON THEMES

- Strong **pride of place**, especially around working waterfronts
- Desire to share story with residents and visitors while maintaining authenticity
- Interest in centralizing information
- Call for **more resources and stronger relationships** around maritime heritage



[Samish Indian Nation Timeline](#)

[Samish Culture](#)

[Coast Salish Place Names of the San Juan Islands](#)

[Samish History at the Anacortes Museum](#)

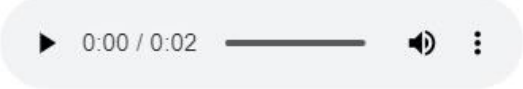
[Home](#) › [Your Government](#) › [Departments](#) › [Museum](#) › [Self-Guided Tours](#) › [Interpretive Panels in Anacortes](#) › [Q'elech'ilhch Park in Anacortes](#)

Q'elech'ilhch Park in Anacortes

To honor Samish history on this land since time immemorial and the current partnership with the City, in 2021, The City of Anacortes and the Samish Indian Nation renamed a park where the north end of N Avenue meets the Guemes Channel.

Q'elech'ilhch Park is named after the village that Samish citizens created on these shores. Q'elech'ilhch (pronounced kuh lutch eeth ch) translates as Ironwood Village.

Listen to Pronunciation of "Q'elech'ilhch"



Q'elech'ilhch Park

Samish and City staff are meeting to develop plans for interpretive panel design and other amenities at Q'elech'ilhch Park.

Coast Salish Placenames of the San Juan Islands

An ongoing project of a present day look at historic Coast Salish locations throughout the San Juan Islands and Strait of Georgia. The goal of the map is to prioritize the Samish relationship and history with this territory that have been here since time immemorial over the contemporary names that have been normalized only relatively recently but today's broader society

WELCOME TO Q'ELECH'ILHCH PARK

Q'elech'ilhch Park is named after the village that Samish citizens created on these shores. Q'elech'ilhch (pronounced *kuh lutch eeth ch*) translates as Ironwood Village.

In 2021, The City of Anacortes and Samish Indian Nation renamed the park to honor Samish history on this island since time immemorial and the current partnership with the City.

Samish and the City are working on park amenities and interpretive panels. For updates scan the QR code below or call the Anacortes Parks and Recreation Department at (360) 293-1918.



SAMISH INDIAN NATION



Historic Downtown Walking Tours ARE RESTARTING THURSDAYS - 2PM

Our Historic Downtown Walking Tours return, starting in May. Join our Education and Media Curator, Adam Farnsworth, for an approximately 45-MINUTE WALKING TOUR OF HISTORIC DOWNTOWN ANACORTES.

SCAN THIS
QR CODE TO
VISIT THE
TOUR SITE

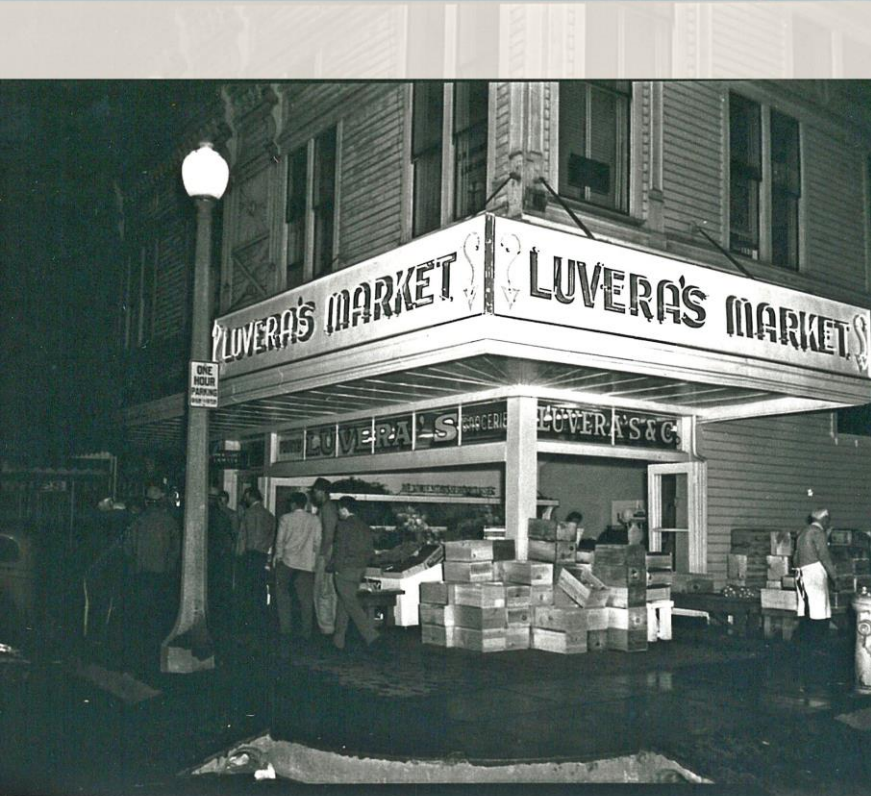


Tours meet on the sidewalk outside of the **VISITOR INFORMATION CENTER (VIC)**, located in the Chamber of Commerce Building: **819 COMMERCIAL AVENUE**. The tour ventures down one side of Commercial Avenue to 3rd Street and then returns to the VIC.

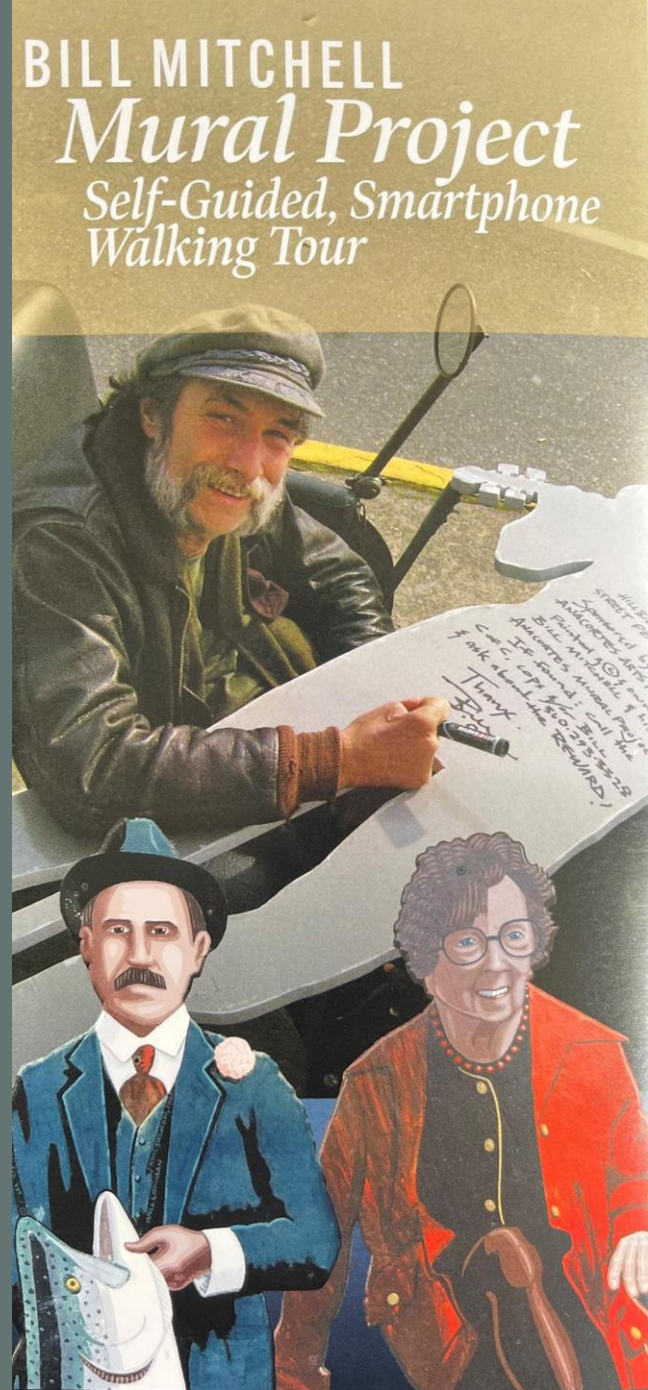
PHOTO ID: 2019.016.037



Read more about this photo:



MORE WALKING TOURS ON OUR WEBSITE



Website: BILLMITCHELLMURALPROJECT.ORG



1

Marine Supply & Hardware

202 Commercial Ave. Built 1900-1907

Note bracketed cornice and Italianate style. Building was not constructed at the same time, but unified and connected under ownership of E. Mike Demopoulos, whose marine hardware business opened here in 1920. Before then, the northern corner operated as the Anchorage Confectionery from 1907, while a restaurant and saloon operated in a separate building southward. [NR]



[Learn More](#)

2

Olson B

Two-story brick building. Olson, who occupied only half of the current footprint floor and northward in 1907. See prominent stone belt course. [NR]



[Learn More](#)

3

Fomo's Grocery (later "Smokey's" Grocery)

909 3rd St. Built around 1900

Virtually unaltered structure originally located at 310 Commercial, housing saloons and Semon Wine House until 1918 Prohibition, then Fomo's Fruit & Grocery before



4

4th Street

910 4th St. E. Note purlins. The building was built in 1905. In 1907, a second story was



WELCOME TO CAP SANTE

ANACORTES' "LITTLE CHICAGO" NEIGHBORHOOD

Located along the north and east shore of what is now the Cap Sante Marina, this area was referred to as "Little Chicago" throughout much of the mid-20th century. Established as early as 1900, it was a waterfront mix of working-class homeowners, squatters in houseboats, and fishing boat sheds. Considered

an eyesore by some, and an obstacle to port development, it was condemned in 1956 by the Port of Anacortes. The homes were vacated and then burned in phases in early 1957, culminating in the March 25, 1957 final fire.

The name "Little Chicago" was given to this neighborhood as a half-joking reference to the reputation that the City of Chicago had earned for organized crime during the 1920s. Prohibition was violated in every Anacortes neighborhood, but "Little Chicago" was known as a place to purchase illegal liquor. The first known newspaper use of "Little Chicago" appeared in 1933, covering a fight over a booze transaction.

ANACORTES MUSEUM: MARITIME HERITAGE CENTER

The Maritime Heritage Center at 703 R Avenue is less than a quarter of a mile walk to the west. The facility honors the many ways the maritime industries, activities, and culture have shaped the community and its history.

Additionally, the W.T. Preston, a stern-wheeler snagboat that worked the Puget Sound and local river systems from 1939 to 1981, can be toured. For more information and hours, visit: WWW.CITYOFANACORTES.ORG

ANACORTES, WASHINGTON

ROTARY PARK - MARINA WALKWAY

THIS PANEL WAS CREATED COLLABORATIVELY BY ANACORTES ROTARY CLUB, ANACORTES PARKS & RECREATION, AND THE ANACORTES MUSEUM TO INTERPRET SHARED HISTORY AT THIS AND OTHER LOCATIONS.

Renew seasonal walking tour events and improve interpretive signs to continue pairing with smart devices for self-guided tours.

BILL MITCHELL MURAL FEATURING:

Ron Elmore: "Mr. Safeway"



ARTIST BILL MITCHELL

Bill Mitchell started the Anacortes Mural Project in 1984. Bill and his crew created over 180 murals depicting Anacortes historical figures and locals during that time. The murals help to tell their stories and keep the history of Anacortes alive.



For more information on Bill Mitchell, scan this QR code.

RON ELMORE

Ron Elmore, known locally as Mr. Safeway, worked for the Safeway Corp for 40 years. He was the Anacortes Safeway manager from 1961-1984. This mural was sponsored in 2004 by the Elmore family, who are shown in the 2023 photograph (above) posing with the restored mural.

RON ELMORE
"Mr. Safeway"
1961 ~ 1984



Learn more about Ron Elmore.

2023 Overview:

- Added content and updated design of museum's Memorials webpage, with focus on Veterans Memorial Plaza and Altair Americus Memorial history.
- Built on-line accessibility for oral history audio on Anacortes Museum soundcloud
- Developed a new Don Hume / UW crew exhibit for display at Maritime Heritage Center and Senior Activities Center after Anacortes Cinemas showing of The Boys in the Boat.
- Continued to add “smartphone” QR code information to all formats, murals, signage, linking to online database
- A museum artifact storage and workshop building was added to the CFP
- In 2023, increased patronage of Museum and Maritime Heritage Center more than 5% from 2022
- Museum staff, lead by Erica Anderson, successfully migrated photo and artifact records catalog from software-based to PastPerfect Web Edition, a more accessible and secure platform
- Completed W.T. Preston deck recoating and repair project



Projects 2024:

- Plan new museum storage and workshop building
- 2024 planning of “Music of Fidalgo and Guemes” exhibit for 2025 opening
- Q’elech’ilhch Park Interpretive Planning Project
- Continue to work with City departments and community stakeholders
- Publicly promote new online anacortes.catalogaccess.com webpage
- Add old oral histories to soundcloud / continue social media history posts





PHOTO ID: WF 5788



OUR HISTORIC PHOTO ARCHIVE HAS A NEW URL

Our online historic photo archive, sporting over 86,000 photos, has gotten an upgrade.

Now with faster searching, the database also has a new URL:

ANACORTES.CATALOGACCESS.COM

Anacortes Museum





City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 7.c.

Agenda Item Title: 2024 First Quarter Finance Update

Staff Contact(s): STEVE HOGLUND

Approved for Submittal to Council by **Action Type**
STEVE HOGLUND Staff Report

Item Summary: As of the end of first quarter 2024, there are no unusual occurrences or trends noted in any expenditure or revenue stream.

The City did have an issue with Sales Tax that was originally reported by the Finance Committee to the full Council at the March 25th regular meeting. An error by the Department of Revenue (DOR) that was noticed by the Finance department's monitoring of monthly revenues, and brought to DOR's attention, resulted in DOR pulling back and redistributing \$226,318 to another municipality. This error was over the course of 5 months (Oct 2023-Feb 2024). Actual sales tax revenue to budgeted revenue is still 2.4% ahead of the budget after corrections, but 7.4% below what the City had collected through March 2023.

Budget Impact:
NA

Previous Action: NA

Recommended Motion: NA

Alternative Actions: NA

Attachments (listed in order presented):

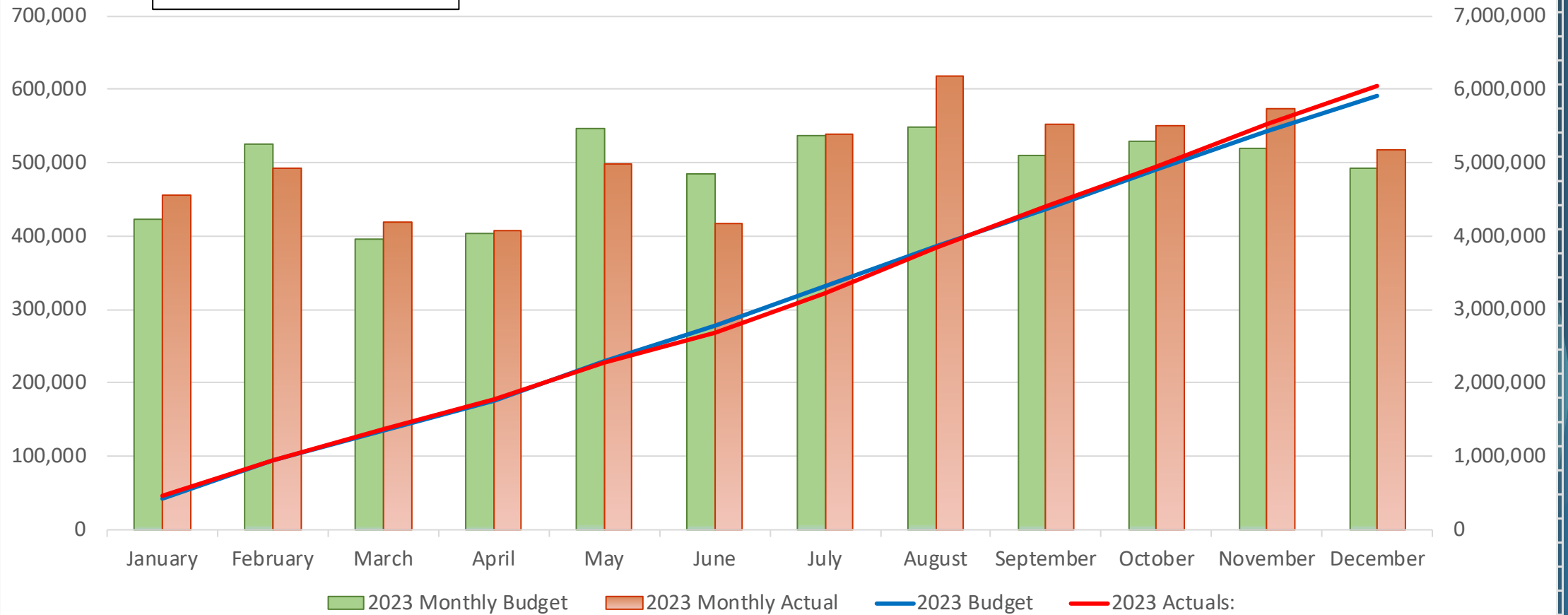
1. Council update 4.22.24
2. 1Q Finance Update

Sales Tax DOR Error

- Sales Tax overpayment
 - During the March 18 Finance Committee update it was reported that the Finance Department was researching a sales tax anomaly.
 - During the monthly revenue review it was noted the City started receiving sales tax receipts from a company whose physical location is in the County.
 - We notified County Finance staff of what we found, and they subsequently found that vendor's receipts had dropped in the same months the City's receipts had increased.
 - In the months October 2023 - February 2024 the City received \$226,318.
 - DOR reduced the City's sales tax receipts by that amount in March.
 - DOR told us it was due to an error for the vendor's new software.

Uncorrected Data

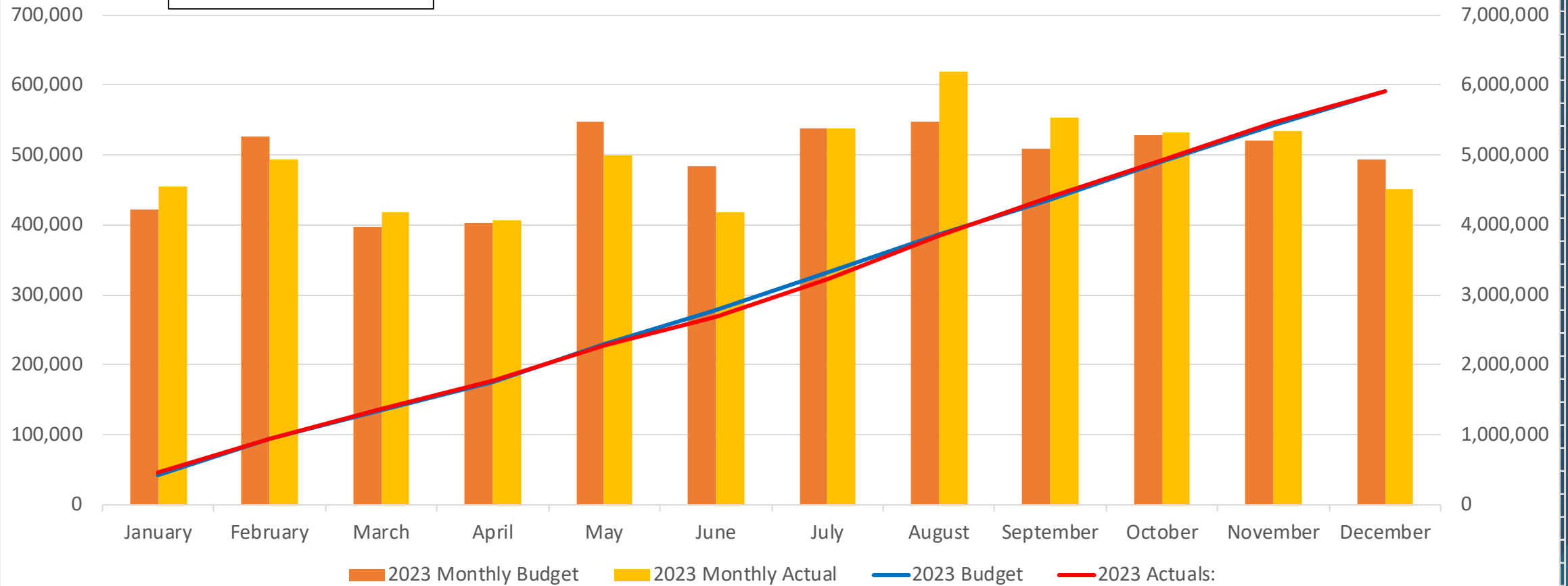
2023 Sales Tax Budget vs. Actual



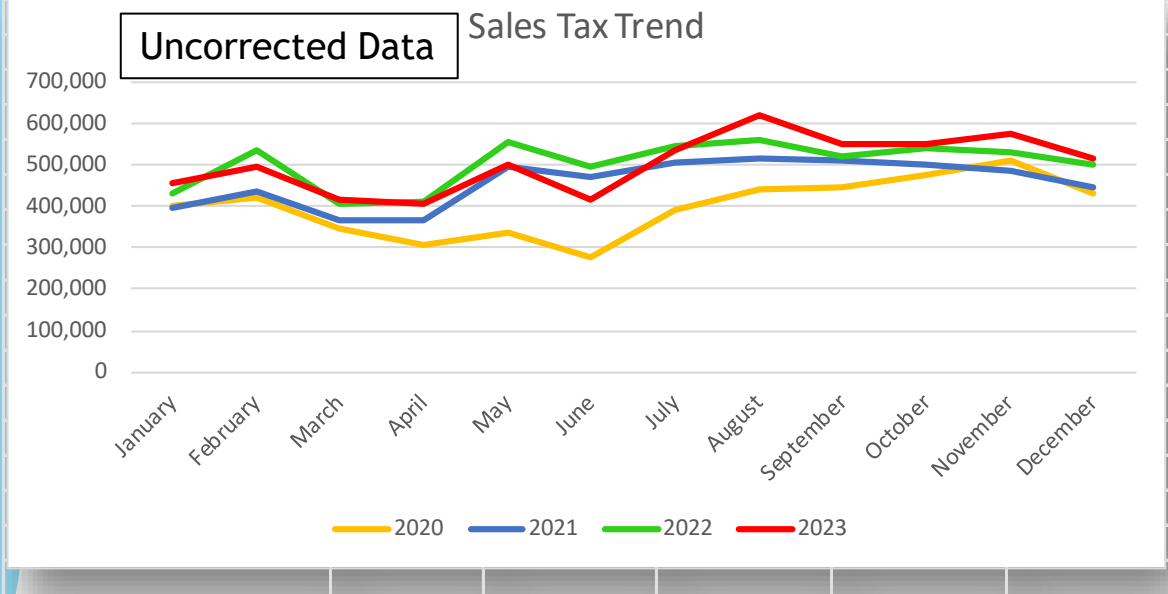
	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	422,258	947,570	1,343,607	1,746,207	2,292,843	2,776,619	3,313,516	3,861,428	4,370,374	4,898,573	5,418,913	5,911,401
2023 Actuals:	454,978	948,344	1,366,782	1,774,164	2,273,364	2,691,230	3,229,254	3,847,874	4,400,716	4,950,662	5,523,723	6,040,425
Total Receipts to budget %:		0.1%	1.7%	1.6%	-0.8%	-3.1%	-2.5%	-0.4%	0.7%	1.1%	1.9%	2.2%
2023 Monthly Budget	422,258	525,313	396,037	402,600	546,635	483,776	536,898	547,911	508,947	528,199	520,340	492,488
2023 Monthly Actual	454,978	493,366	418,439	407,381	499,200	417,866	538,024	618,620	552,843	549,946	573,060	516,703
Total Prior Year		967,109	1,371,311	1,782,213	2,340,119	2,833,870	3,381,839	3,941,047	4,460,488	4,999,578	5,530,647	6,033,290
Change to PY		(18,765)	(4,529)	(8,049)	(66,755)	(142,641)	(152,585)	(93,174)	(59,772)	(48,916)	(6,924)	7,136
Revenue change from prior year		-1.9%	-0.3%	-0.5%	-2.9%	-5.0%	-4.5%	-2.4%	-1.3%	-1.0%	-0.1%	0.1%

Corrected Data

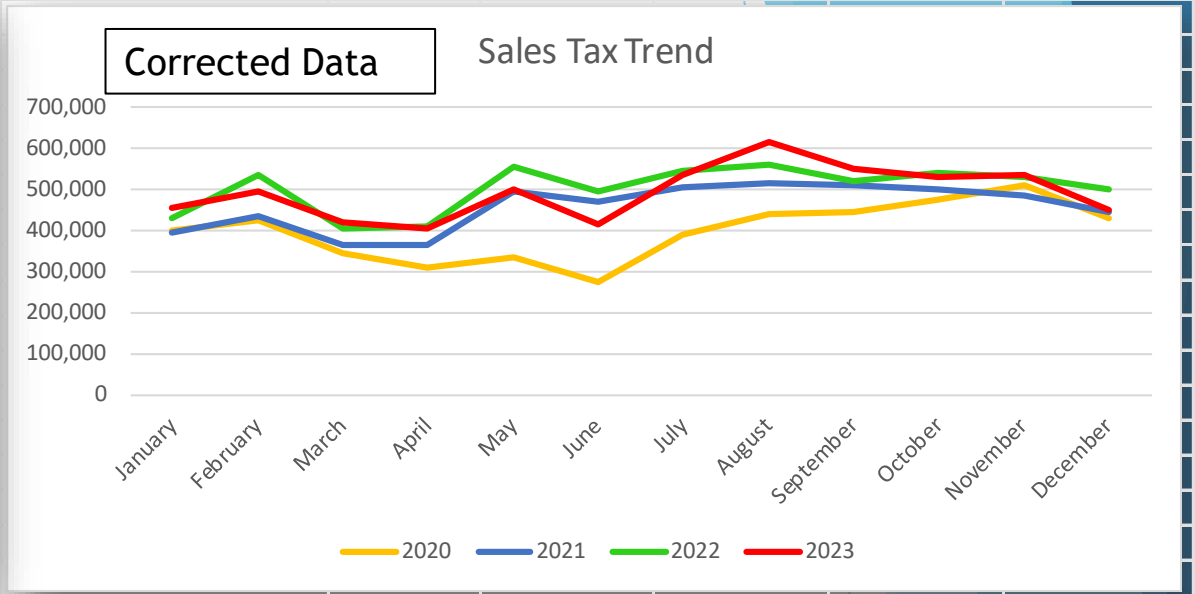
2023 Sales Tax Budget vs. Actual Updated Receipts



	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	422,258	947,570	1,343,607	1,746,207	2,292,843	2,776,619	3,313,516	3,861,428	4,370,374	4,898,573	5,418,913	5,911,401
2023 Actuals:	454,978	948,344	1,366,782	1,774,164	2,273,364	2,691,230	3,229,254	3,847,874	4,400,716	4,932,745	5,467,395	5,917,465
Total Receipts to budget %:		0.1%	1.7%	1.6%	-0.8%	-3.1%	-2.5%	-0.4%	0.7%	0.7%	0.9%	0.1%
2023 Monthly Budget	422,258	525,313	396,037	402,600	546,635	483,776	536,898	547,911	508,947	528,199	520,340	492,488
2023 Monthly Actual	454,978	493,366	418,439	407,381	499,200	417,866	538,024	618,620	552,843	532,029	534,649	450,070
Total Prior Year		967,109	1,371,311	1,782,213	2,340,119	2,833,870	3,381,839	3,941,047	4,460,488	4,999,578	5,530,647	6,033,290
Change to PY		(18,765)	(4,529)	(8,049)	(66,755)	(142,641)	(152,585)	(93,174)	(59,772)	(66,833)	(63,252)	(115,825)
Revenue change from prior year		-1.9%	-0.3%	-0.5%	-2.9%	-5.0%	-4.5%	-2.4%	-1.3%	-1.3%	-1.1%	-1.9%



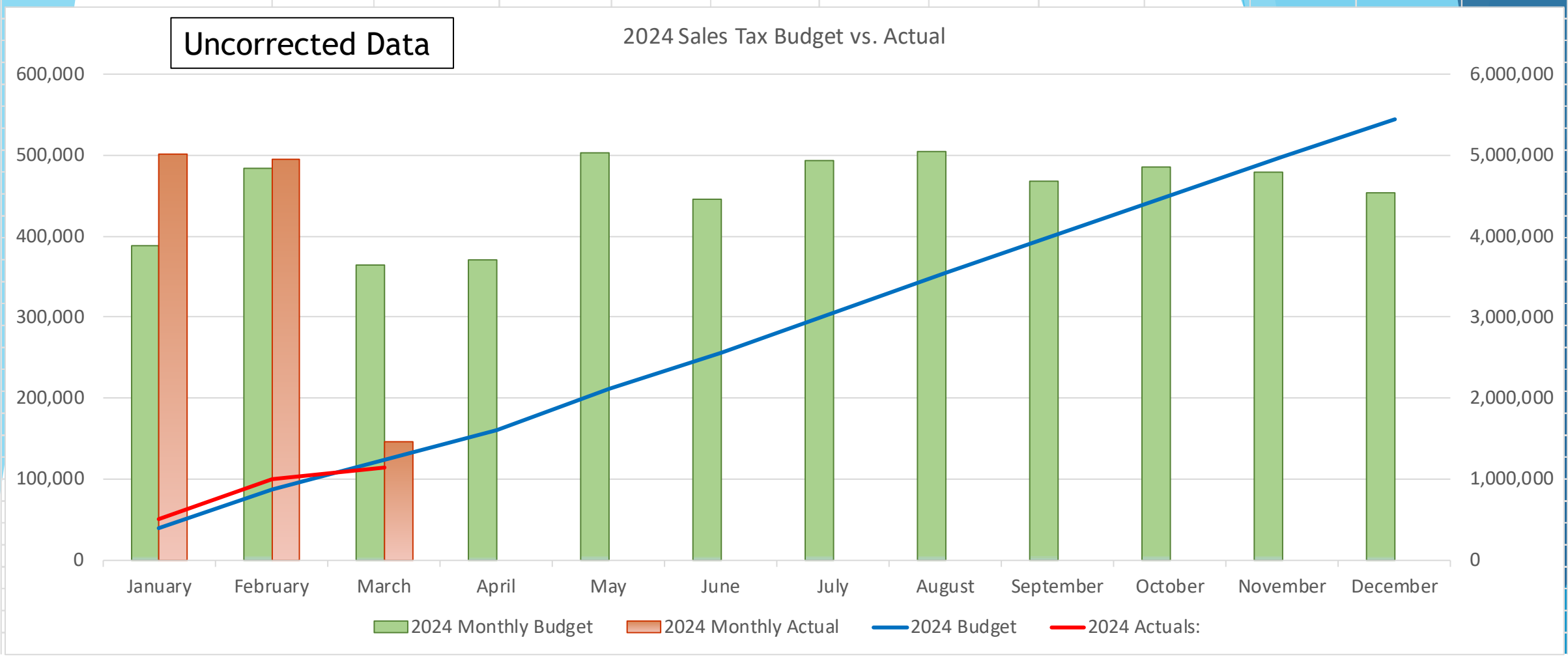
	2020	2021	2022	2023	
January	400,099	396,463	430,965	454,978	
February	423,337	437,146	536,144	493,366	
March	346,823	365,464	404,203	418,439	
April	307,729	364,730	410,901	407,381	
May	335,461	498,122	557,907	499,200	
June	275,574	471,508	493,751	417,866	
July	391,368	507,387	547,968	538,024	
August	439,209	518,037	559,209	618,620	Extra pmts
September	447,841	513,138	519,441	552,843	
October	477,759	500,010	539,090	549,946	17,917
November	510,712	486,642	531,069	573,060	38,411
December	431,157	444,329	502,643	516,703	66,632
Total	4,787,068	5,502,976	6,033,290	6,040,425	122,960
Jan-Dec History:	4,787,068	5,502,976	6,033,290	6,040,425	
YTD Change from prior yea	-3.1%	15.0%	9.6%	0.1%	



	2020	2021	2022	2023	
January	400,099	396,463	430,965	454,978	
February	423,337	437,146	536,144	493,366	
March	346,823	365,464	404,203	418,439	
April	307,729	364,730	410,901	407,381	
May	335,461	498,122	557,907	499,200	
June	275,574	471,508	493,751	417,866	
July	391,368	507,387	547,968	538,024	
August	439,209	518,037	559,209	618,620	Extra pmts
September	447,841	513,138	519,441	552,843	
October	477,759	500,010	539,090	532,029	17,917
November	510,712	486,642	531,069	534,649	38,411
December	431,157	444,329	502,643	450,070	66,632
Total	4,787,068	5,502,976	6,033,290	5,917,465	122,960
Jan-Dec History:	4,787,068	5,502,976	6,033,290	5,917,465	
YTD Change from prior yea	-3.1%	15.0%	9.6%	-1.9%	

Uncorrected Data

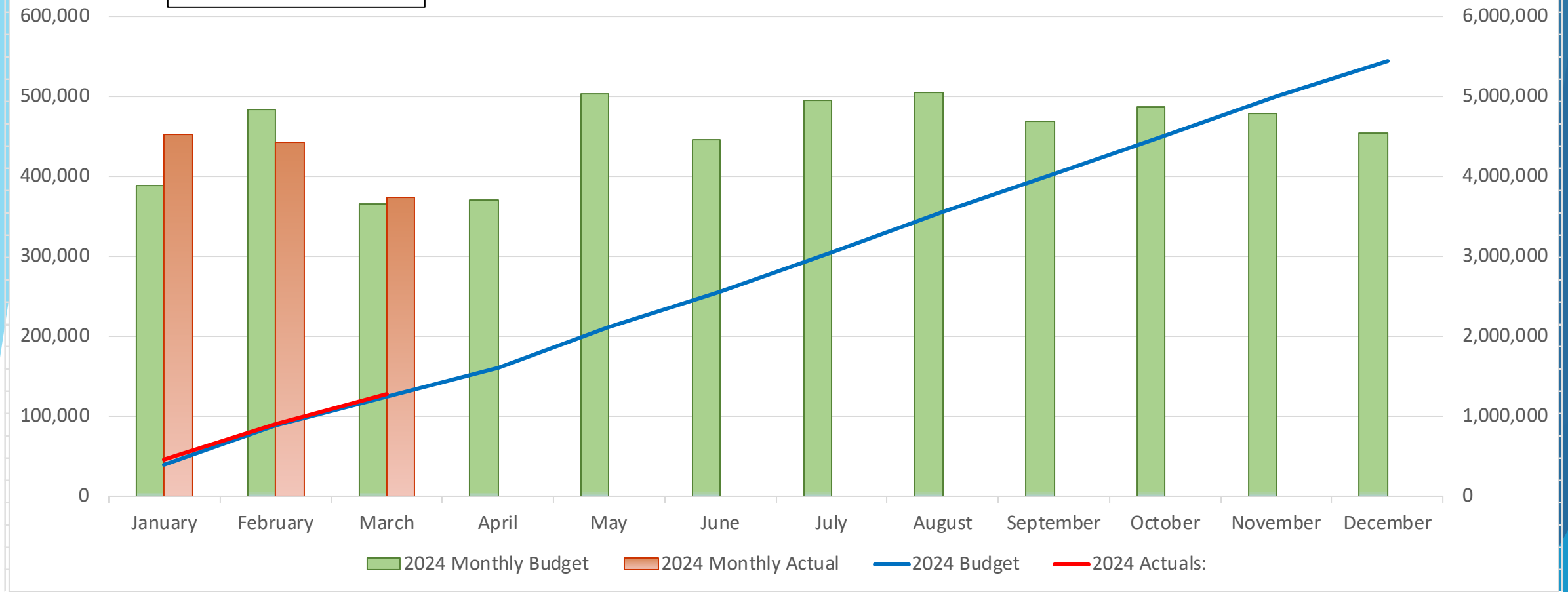
2024 Sales Tax Budget vs. Actual



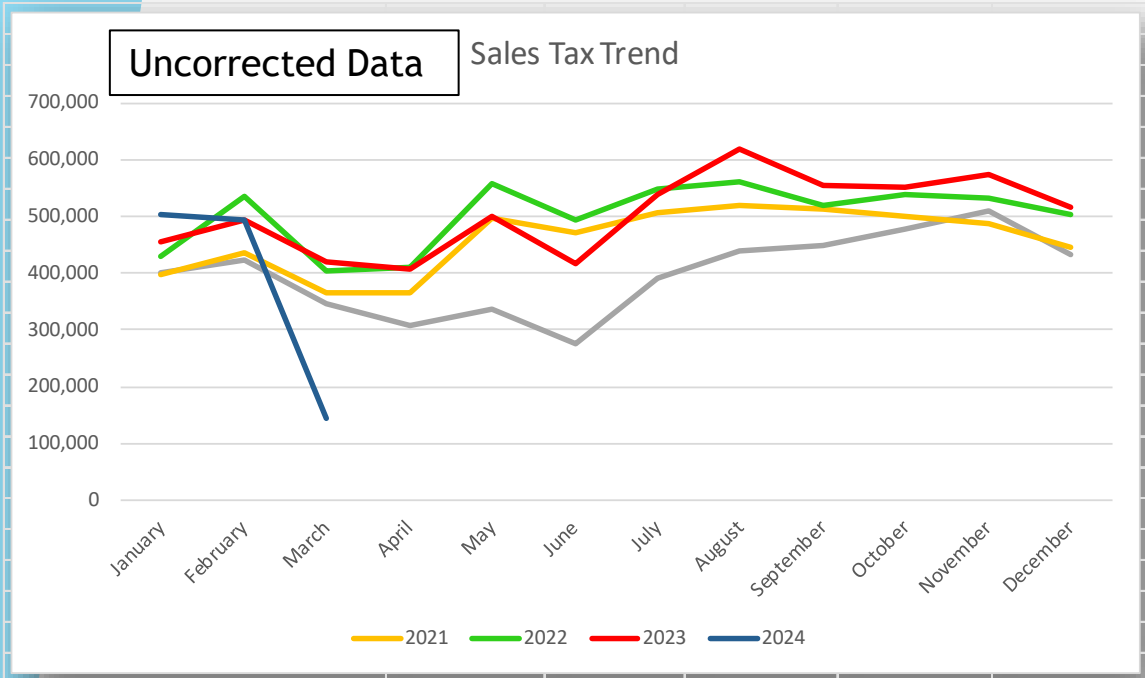
	January	February	March	April	May	June	July	August	September	October	November	December
2024 Budget	388,583	872,002	1,236,455	1,606,948	2,109,990	2,555,185	3,049,266	3,553,481	4,021,840	4,507,916	4,986,759	5,439,971
2024 Actuals:	502,043	997,088	1,143,211									
Total Receipts to budget %:	29.2%	14.3%	-7.5%									
2024 Monthly Budget	388,583	483,419	364,453	370,493	503,042	445,195	494,080	504,216	468,359	486,076	478,843	453,212
2024 Monthly Actual	502,043	495,046	146,123									
Change to PY	47,065	48,745	(223,571)									
Revenue change from prior year	10.3%	5.1%	-16.4%									
2023 Monthly Actual	454,978	493,366	418,439	407,381	499,200	417,866	538,024	618,620	552,843	549,946	573,060	516,703

Corrected Data

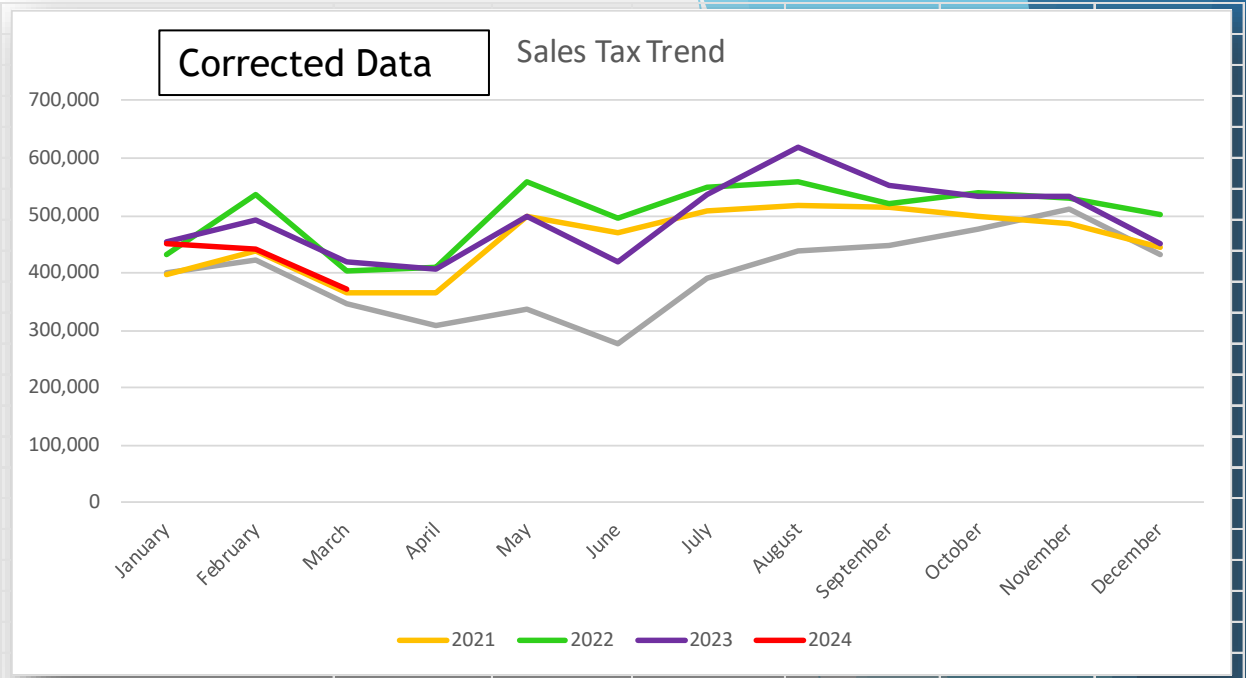
2024 Sales Tax Budget vs. Actual With Corrected Receipts



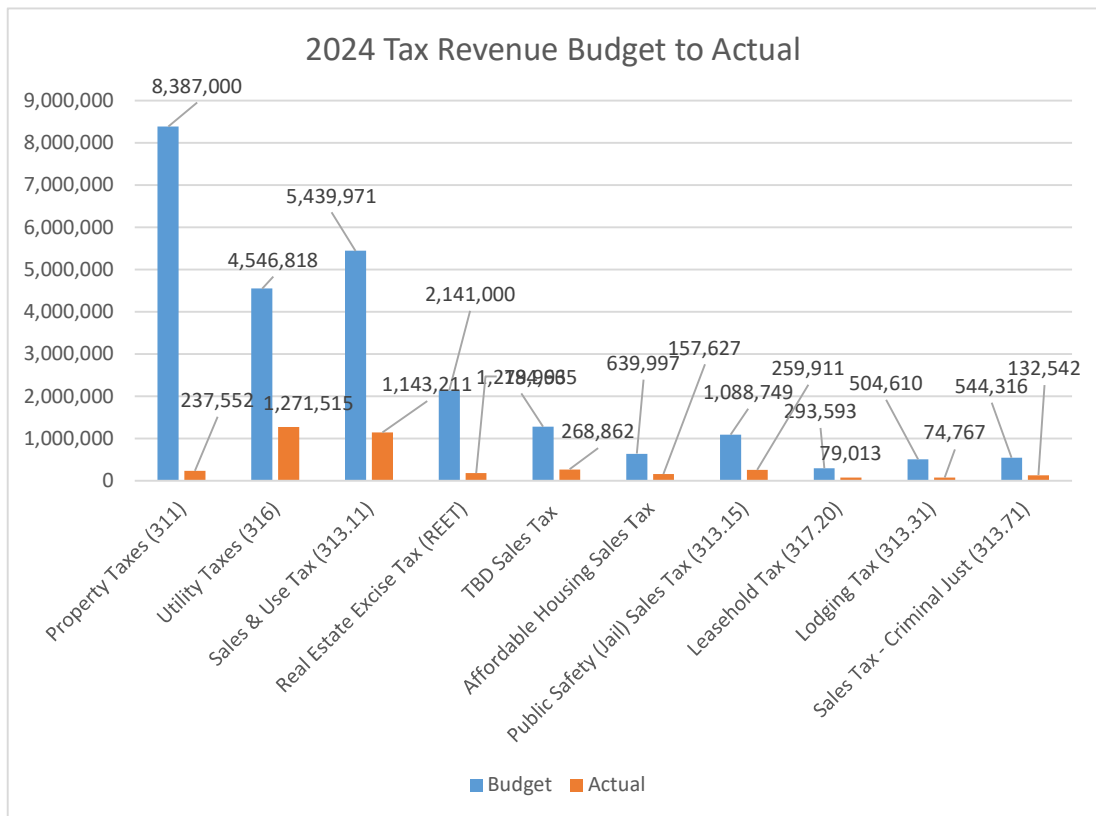
	January	February	March	April	May	June	July	August	September	October	November	December
2024 Budget	388,583	872,002	1,236,455	1,606,948	2,109,990	2,555,185	3,049,266	3,553,481	4,021,840	4,507,916	4,986,759	5,439,971
2024 Actuals:	451,111	893,731	1,266,172									
Total Receipts to budget %:	16.1%	2.5%	2.4%									
2024 Monthly Budget	388,583	483,419	364,453	370,493	503,042	445,195	494,080	504,216	468,359	486,076	478,843	453,212
2024 Monthly Actual	451,111	442,620	372,440									
Total Prior Year	454,978	948,344	1,366,782	1,774,164	2,273,364	2,691,230	3,229,254	3,847,874	4,400,716	4,932,745	5,467,395	5,917,465
Change to PY	(3,866)	(54,613)	(100,611)									
Revenue change from prior	-0.8%	-5.8%	-7.4%									
2023 Monthly Actual	454,978	493,366	418,439	407,381	499,200	417,866	538,024	618,620	552,843	532,029	534,649	450,070



	2020	2021	2022	2023	2024
January	400,099	396,463	430,965	454,978	502,043
February	423,337	437,146	536,144	493,366	495,046
March	346,823	365,464	404,203	418,439	146,123
April	307,729	364,730	410,901	407,381	
May	335,461	498,122	557,907	499,200	
June	275,574	471,508	493,751	417,866	
July	391,368	507,387	547,968	538,024	
August	439,209	518,037	559,209	618,620	
September	447,841	513,138	519,441	552,843	
October	477,759	500,010	539,090	549,946	
November	510,712	486,642	531,069	573,060	
December	431,157	444,329	502,643	516,703	
Total	4,787,068	5,502,976	6,033,290	6,040,425	1,143,211
Jan - Mar History:	1,170,259	1,199,073	1,371,311	1,366,782	1,143,211
YTD Change from prior year	-2.1%	2.5%	14.4%	-0.3%	-16.4%



	2020	2021	2022	2023	2024
January	400,099	396,463	430,965	454,978	502,043
February	423,337	437,146	536,144	493,366	495,046
March	346,823	365,464	404,203	418,439	146,123
April	307,729	364,730	410,901	407,381	
May	335,461	498,122	557,907	499,200	
June	275,574	471,508	493,751	417,866	
July	391,368	507,387	547,968	538,024	
August	439,209	518,037	559,209	618,620	
September	447,841	513,138	519,441	552,843	
October	477,759	500,010	539,090	549,946	
November	510,712	486,642	531,069	573,060	
December	431,157	444,329	502,643	516,703	
Total	4,787,068	5,502,976	6,033,290	6,040,425	1,143,211
Jan - Mar History:	1,170,259	1,199,073	1,371,311	1,366,782	1,143,211
YTD Change from prior year	-2.1%	2.5%	14.4%	-0.3%	-16.4%



		% through the year		25%
Taxes		Budget	Actual	Mar 2024
A	Property Taxes (311)	8,387,000	237,552	2.8%
B	Utility Taxes (316)	4,546,818	1,271,515	28.0%
C	Sales & Use Tax (313.11)	5,439,971	1,143,211	21.0%
D	Real Estate Excise Tax (REET)	2,141,000	184,665	8.6%
E	TBD Sales Tax	1,279,993	268,862	21.0%
F	Affordable Housing Sales Tax	639,997	157,627	24.6%
G	Public Safety (Jail) Sales Tax (313.15)	1,088,749	259,911	23.9%
H	Leasehold Tax (317.20)	293,593	79,013	26.9%
I	Lodging Tax (313.31)	504,610	74,767	14.8%
J	Sales Tax - Criminal Just (313.71)	544,316	132,542	24.4%
Totals Taxes:		24,866,047	3,809,666	15.3%

- A.** Property Tax, the largest tax revenue stream of the City. Unrestricted, can be used for the general operation of the City.
- B.** Utility Tax, combined private and public utility tax revenue streams. Unrestricted, can be used for the general operation of the City.
- C.** Total rate of 8.8%, 6.5% goes to the State. Unrestricted, can be used for the general operation of the City.
- D.** REET restricted per RCW 82.46.10, and 82.46.35
- E.** 2/10ths of 1% voted sales tax restricted to maintain city roadways.
- F.** 1/10th of 1% voted sales tax restricted to provide affordable housing services to certain low income citizens.
- G.** 3/10ths of 1% voted sales tax restricted to help pay for the County Jail.
- H.** Leasehold Tax is in lieu of property tax collected on leased property. Can be used for the general operation of the City.
- I.** Lodging Tax restricted to promotion and operation of tourism related events.
- J.** 1/10th of 1% sales tax that goes to the County and redistributed back to the City on a per

Private Utility Tax, assessed against the gross charges of privately owned utilities:

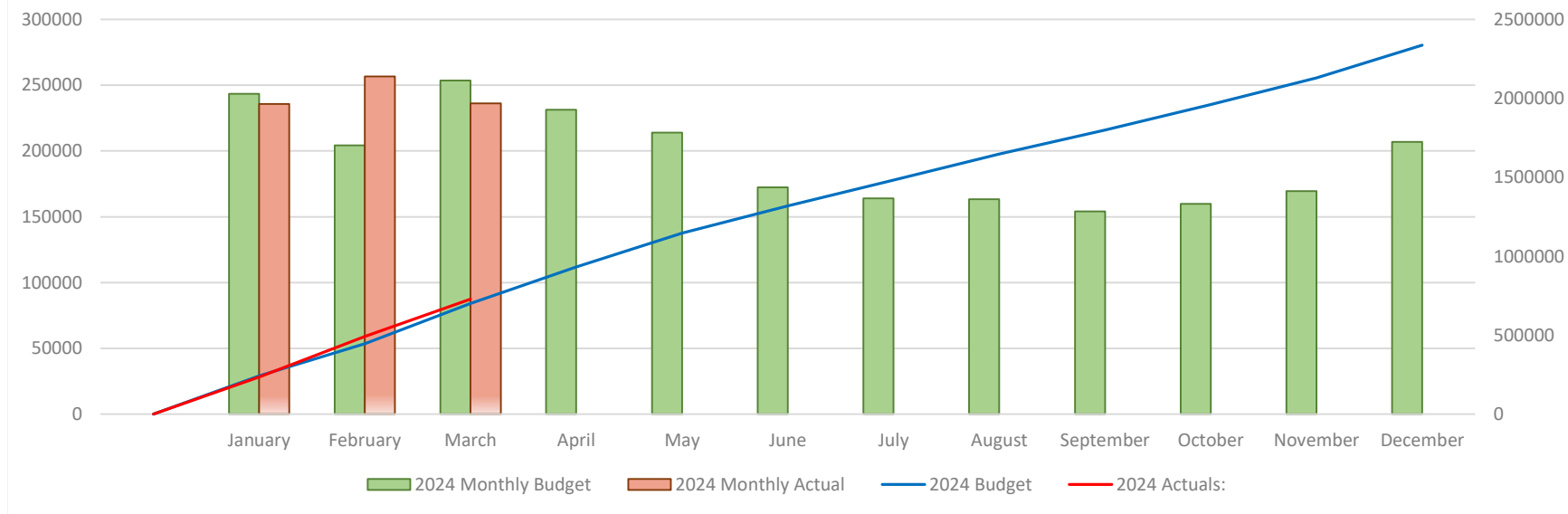
Cable TV - 7%

Natural Gas - 6%

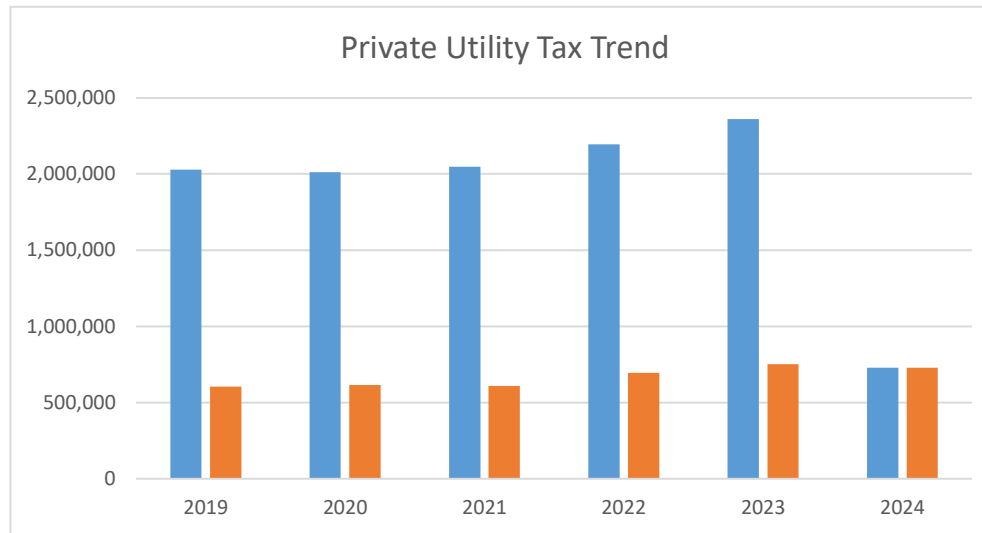
Electricity - 6%

Telephone (cell and landline) - 6%

Private Utility Tax Revenue Budget vs. Actual



	January	February	March	April	May	June	July	August	September	October	November	December
2024 Budget	243,492	447,872	701,346	932,752	1,146,735	1,318,994	1,483,073	1,646,420	1,800,541	1,960,326	2,129,860	2,336,726
2024 Actuals:	235,764	492,412	728,635									
YTD BVA	-7,728	44,540	27,289									
Year to budget:	-3.2%	9.9%	3.9%									
2024 Monthly Budget	243,492	204,380	253,474	231,405	213,983	172,260	164,079	163,346	154,121	159,786	169,534	206,866
2024 Monthly Actual	235,764	256,648	236,223									
Month % change:	-9.8%	1.5%	-0.6%									
2023 Total:	261,361	252,759	237,685	265,299	201,403	179,151	165,304	151,008	147,345	155,562	152,613	189,590



	2019	2020	2021	2022	2023	2024
January	203,068	202,313	210,833	225,393	261,361	235,764
February	192,484	219,178	203,490	259,099	252,759	256,648
March	210,623	193,011	195,627	209,601	237,685	236,223
April	200,246	202,350	205,790	222,309	265,299	
May	156,765	180,309	186,862	193,623	201,403	
June	154,311	141,553	146,662	169,743	179,151	
July	149,919	148,136	142,908	160,672	165,304	
August	135,620	141,887	140,856	142,167	151,008	
September	132,439	131,839	135,977	139,069	147,345	
October	137,959	132,075	144,220	142,916	155,562	
November	144,836	146,404	154,306	134,304	152,613	
December	209,136	172,431	178,539	195,300	189,590	
Total	2,027,405	2,011,485	2,046,070	2,194,197	2,359,079	728,635
Jan - Mar	606,175	614,501	609,950	694,093	751,805	728,635
Change to prior YTD		1.4%	-0.7%	13.8%	8.3%	-3.1%

Public Utility Tax, assessed against the gross charges of City owned utilities:

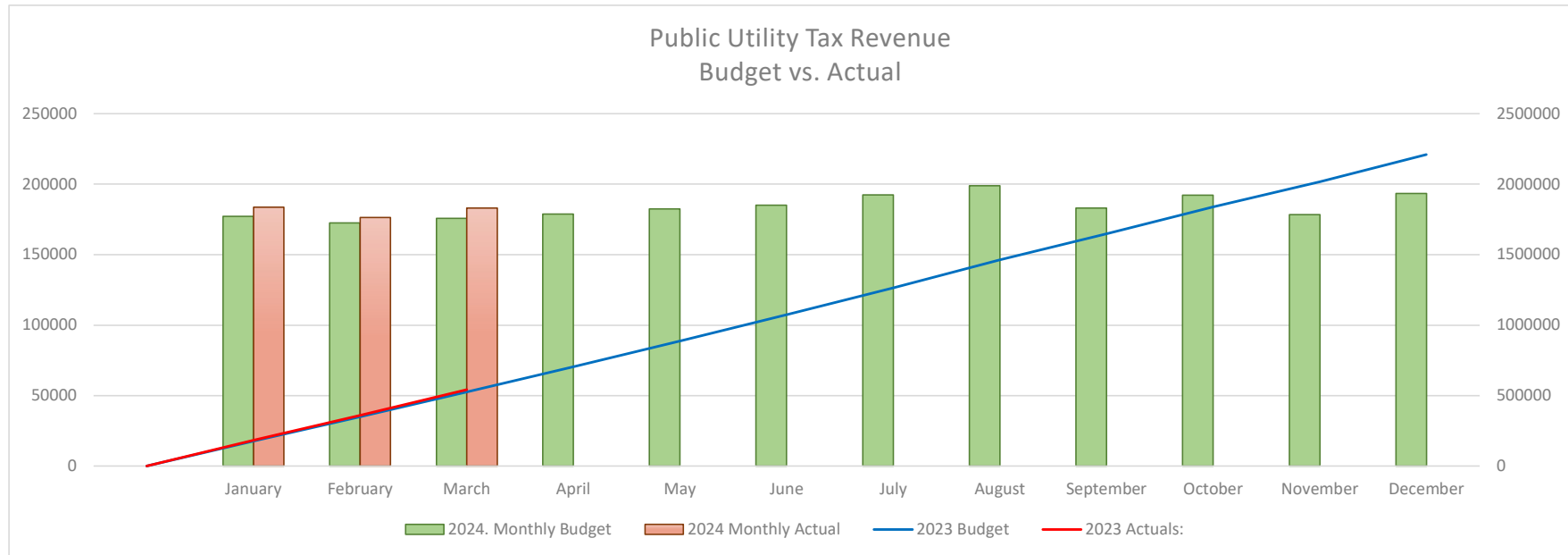
Water - 7%

Sanitary Sewer - 7%

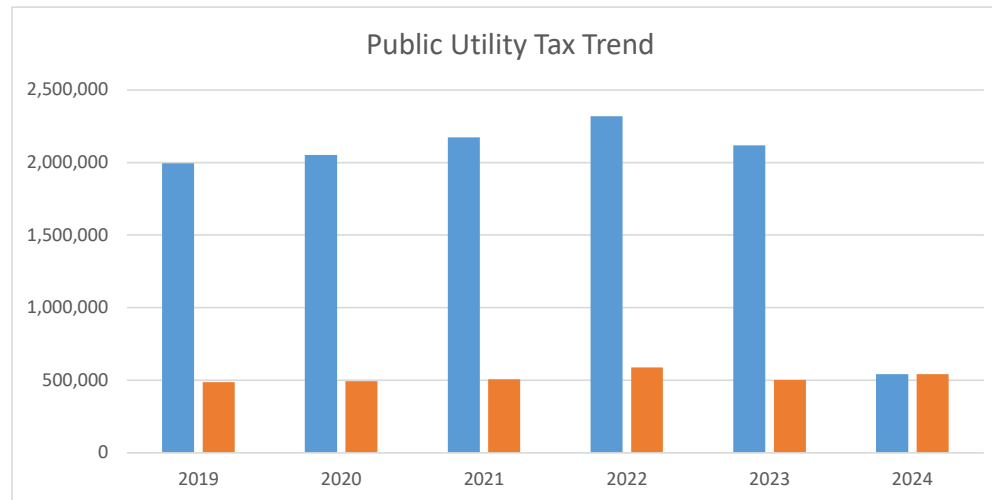
Storm Sewer - 7%

Solid Waste - 8.4% (Washington State also imposes a 3.6% tax)

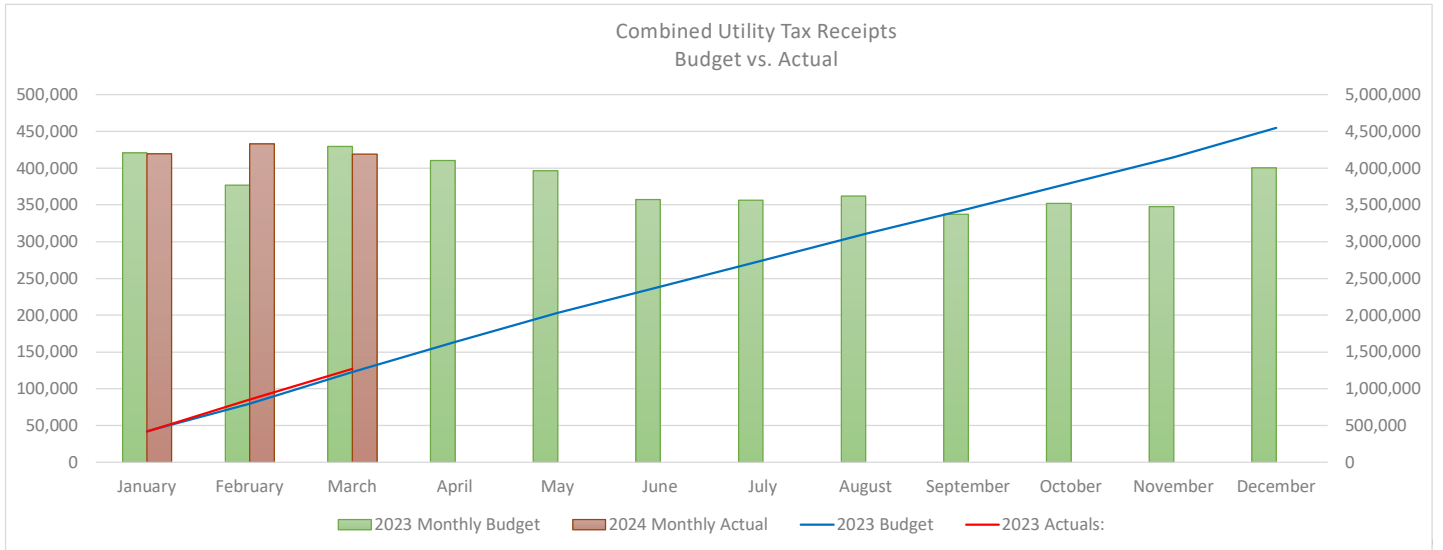
Recycling - 12%



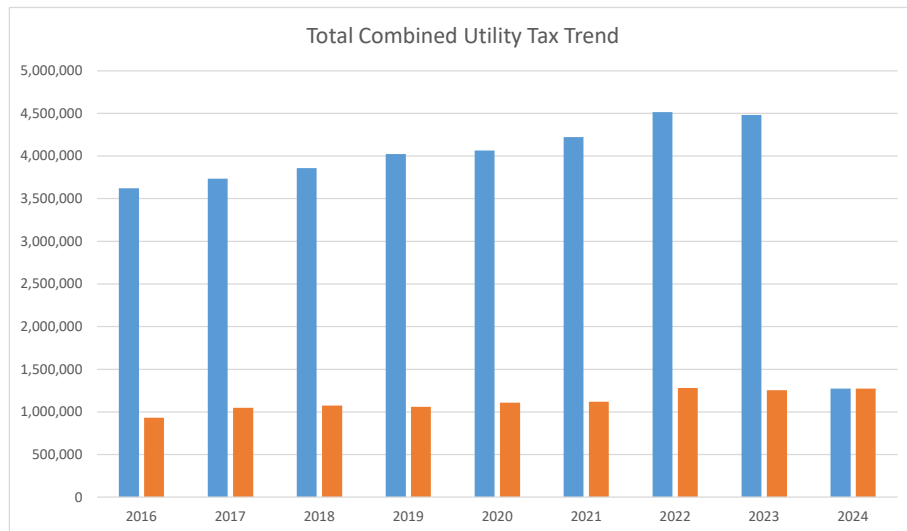
	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	177,069	349,609	525,468	704,390	886,873	1,072,051	1,264,371	1,463,160	1,646,303	1,838,444	2,016,756	2,210,992
2023 Actuals:	183,571	359,921	542,880									
YTD BVA	6,501	10,313	17,411									
Year to budget:	3.7%	2.9%	3.3%									
2024. Monthly Budget	177,069	172,539	175,860	178,922	182,483	185,178	192,320	198,788	183,143	192,142	178,312	193,335
2024 Monthly Actual	183,571	176,351	182,958									
Month % change:	7.5%	10.6%	6.5%									
2023 Total:	170,830	159,401	171,802	174,614	184,006	181,358	183,652	178,063	190,888	178,345	180,745	166,105



	2019	2020	2021	2022	2023	2024
January	169,706	166,039	166,845	198,864	170,830	183,571
February	156,981	164,195	163,954	181,496	159,401	176,351
March	159,656	161,558	176,574	207,367	171,802	182,958
April	159,659	164,608	182,475	190,051	174,614	
May	174,565	167,864	176,085	189,610	184,006	
June	174,048	166,318	181,104	186,552	181,358	
July	175,780	167,981	202,195	194,505	183,652	
August	179,595	178,523	186,416	206,351	178,063	
September	143,733	176,387	190,675	189,285	190,888	
October	170,022	192,061	185,113	195,719	178,345	
November	153,202	160,687	176,047	179,497	180,745	
December	178,279	186,553	186,811	199,320	166,105	
Total	1,995,225	2,052,775	2,174,294	2,318,616	2,119,809	542,880
Jan - Mar	486,342	491,792	507,373	587,727	502,033	542,880
Change to prior YTD		1.1%	3.2%	15.8%	-14.6%	8.1%



	January	February	March	April	May	June	July	August	September	October	November	December
2023 Budget	420,562	797,481	1,226,815	1,637,142	2,033,608	2,391,046	2,747,445	3,109,579	3,446,843	3,798,771	4,146,616	4,546,818
2023 Actuals:	419,335	852,334	1,271,515									
YTD BVA	-1,227	54,853	44,700									
Year to budget:	-0.3%	6.9%	3.6%									
2023 Monthly Budget	420,562	376,919	429,334	410,327	396,466	357,438	356,399	362,135	337,264	351,927	347,846	400,202
2024 Monthly Actual	419,335	432,999	419,181									
Month % change:	-3.0%	5.1%	2.4%									
2023 Total:	432,192	412,160	409,487	439,912	385,409	360,509	348,956	329,071	338,233	333,907	333,358	355,695



	2016	2017	2018	2019	2020	2021	2022	2023	2024
January	269,357	305,477	373,515	372,774	368,352	377,678	424,257	432,192	419,335
February	381,609	406,056	353,112	306,609	383,373	367,444	440,595	412,160	432,999
March	281,559	336,829	344,296	379,289	354,568	372,201	416,968	409,487	419,181
April	339,263	339,444	306,609	393,751	366,958	388,265	412,360	439,912	
May	328,761	308,905	366,853	331,330	348,173	362,947	383,234	385,409	
June	277,213	275,798	307,323	328,359	307,871	327,766	356,295	360,509	
July	256,921	305,388	282,163	325,699	316,117	345,102	355,177	348,956	
August	285,519	306,924	323,815	315,215	320,410	327,272	348,518	329,071	
September	285,810	241,469	289,749	276,172	308,226	326,652	328,355	338,233	
October	279,301	337,919	292,254	307,981	324,136	329,333	338,635	333,907	
November	287,552	287,552	299,851	298,037	307,092	330,353	313,800	333,358	
December	347,630	282,396	317,769	387,415	358,984	365,350	394,620	355,695	
Total	3,620,495	3,734,156	3,857,310	4,022,631	4,064,260	4,220,364	4,512,814	4,478,888	1,271,515
Jan - Mar	932,525	1,048,361	1,070,923	1,058,672	1,106,293	1,117,323	1,281,820	1,253,839	1,271,515
% Change:		12.4%	2.2%	-1.1%	4.5%	1.0%	14.7%	-2.2%	1.4%

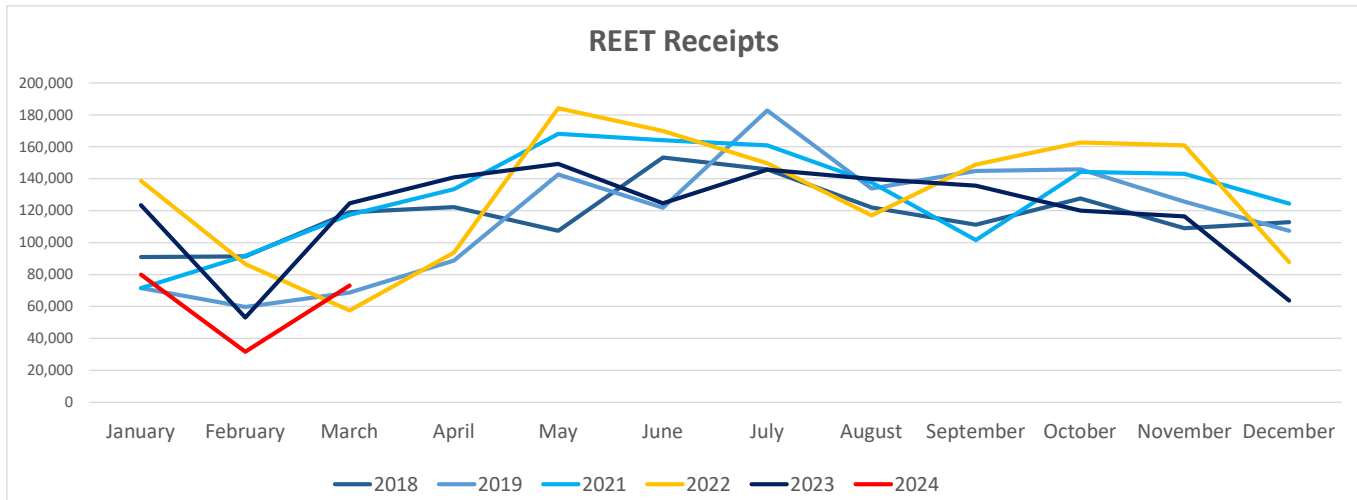
REET 1 uses are outlined in RCW 82.46.010(5)(b):

"capital project" means those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets; roads; highways; sidewalks; street and road lighting systems; traffic signals; bridges; domestic water systems; storm and sanitary sewer systems; parks; recreational facilities; law enforcement facilities; fire protection facilities; trails; libraries; administrative facilities; judicial facilities.

REET 2 uses are outlined in RCW 82.46.035(5)(a)(b):

"capital project" means those public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems; planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

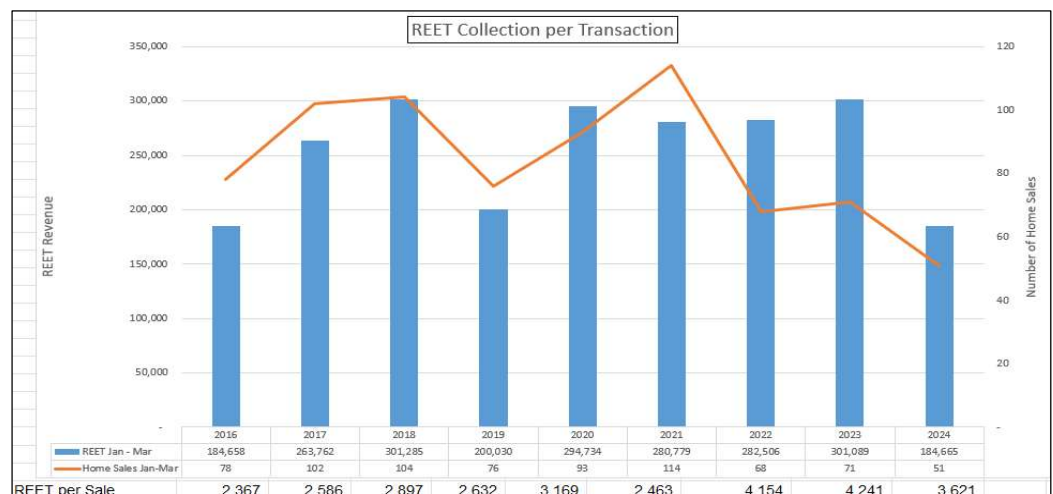
REET 2 is more restrictive: no use for recreation acquisition, trails, library, public safety, or admin facilities.



REET Receipts by Month

	2016	2017	2018	2019	2020	2021	2022	2023	2024
January	90,785	108,345	90,855	71,476	149,648	71,592	138,615	123,341	79,850
February	41,788	83,871	91,344	59,737	68,822	91,741	86,421	53,099	31,642
March	52,085	71,546	119,086	68,816	76,264	117,446	57,470	124,648	73,173
April	100,310	113,091	122,262	88,848	109,995	133,383	93,814	140,766	
May	128,959	105,290	107,540	142,701	68,237	168,108	184,069	149,304	
June	132,996	124,195	153,339	121,806	110,834	164,075	169,907	124,699	
July	121,693	158,342	145,919	182,759	142,306	160,909	149,603	145,599	
August	157,115	119,278	121,977	133,793	150,709	137,646	117,069	139,845	
September	111,482	89,402	111,249	144,927	166,527	101,680	148,809	135,561.12	
October	142,738	107,915	127,479	145,979	136,495	144,241	162,833	120,111.01	
November	122,623	100,151	109,063	125,671	164,106	143,035	160,857	116,475.65	
December	108,345	80,913	112,696	107,435	149,223	124,416	87,736	63,820	
Total:	1,310,919	1,262,338	1,412,809	1,393,949	1,493,165	1,558,272	1,557,202	1,437,269	184,665
REET Rev Jan - Mar	184,658	263,762	301,285	200,030	294,734	280,779	282,506	301,089	184,665

	3/31/2024
Cash	Balance
REET 1	2,902,820
REET 2	339,827
	<u>3,242,648</u>



Lodging Tax Revenues

The City of Anacortes is allocated the basic, or state shared lodging tax (AKA hotel/motel tax), which is 2% of lodging stays and is taken from the State's 6.5% sales tax rate, so the patron paying for the lodging stay does not see this 2% tax.

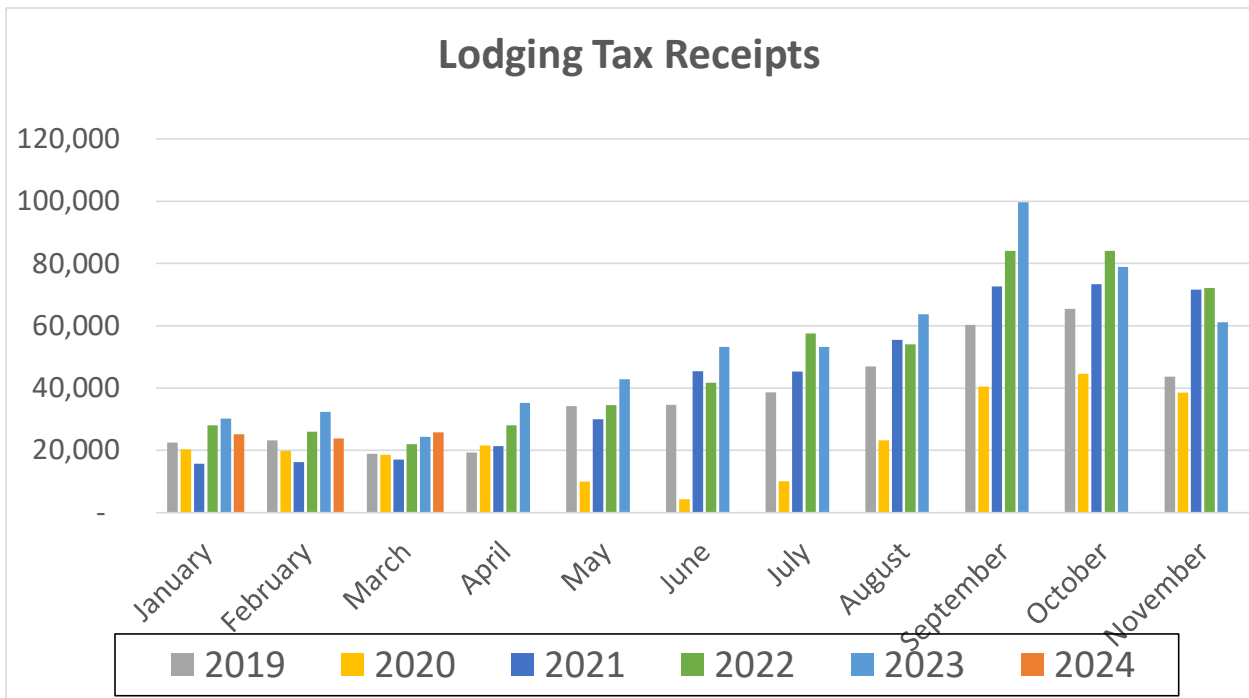
The City of Anacortes also collects an additional (or special) lodging tax that is 2% on top of the other state and local sales tax rate. This was authorized by Ordinance 2437, enacted January 1, 1998.

The use of Lodging Tax revenues are outlined in RCW 67.28.1815-1816, and generally must be used for:
Tourism marketing.

The promotion and operation of special events and festivals designed to attract tourists.

The operations of tourism related facilities owned or operated by nonprofit organizations.

Operations and capital expenditures of tourism-related facilities owned or operated by a municipality.



	2019	2020	2021	2022	2023	2024
January	22,489	20,342	15,670	28,007	30,195	25,178
February	23,227	19,723	16,233	25,983	32,376	23,815
March	18,886	18,518	16,946	21,970	24,356	25,774
April	19,242	21,562	21,268	28,065	35,195	
May	34,187	9,880	29,926	34,545	42,815	
June	34,634	4,300	45,421	41,714	53,300	
July	38,593	9,969	45,350	57,611	53,270	
August	46,945	23,170	55,496	54,025	63,668	
September	60,259	40,472	72,592	84,073	99,614	
October	65,474	44,595	73,395	84,008	78,939	
November	43,665	38,478	71,660	72,043	61,089	
December	26,845	24,579	36,934	34,249	33,050	
Total:	434,445	275,588	500,891	566,294	607,867	74,767
Jan - Mar Revenue:	64,602	58,583	48,849	75,960	86,927	74,767
		-9%	-17%	56%	14%	-14%

Cash 10.26.23: 1,438,165

CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
March 2024

		2024 Adj Budget	Year to date Actuals	25.0%	Cash Balance	Fund Balance Budget
001	GENERAL FUND					
	Revenue	35,603,625	4,811,838	14%		Operating
	Expenditure	35,623,190	7,683,075	22%	4,548,999	Rainy Day
	Difference	-19,565	-2,871,237		933,858	IT Reserve
101	PARK & RECREATION					
	Revenue	2,653,360	86,061	3%	604,196.63	
	Expenditure	2,653,360	588,688	22%		
	Difference	0	-502,627			
102	CEMETERY					
	Revenue	319,855	29,419	9%	217,500.50	
	Expenditure	319,855	67,963	21%		
	Difference	0	-38,544			
103	LIBRARY					
	Revenue	1,835,174	62,158	3%	383,046.49	
	Expenditure	1,835,174	430,192	23%		
	Difference	0	-368,034			
104	STREET MAINTENANCE					
	Revenue	3,373,319	456,568	14%	874,229.58	
	Expenditure	3,681,821	570,574	15%		
	Difference	-308,502	-114,006			
105	STREET CONSTRUCTION					
	Revenue	7,318,654	1,003,510	14%	582,276.14	
	Expenditure	7,318,654	2,951,916	40%		
	Difference	0.00	-1,948,406			
107	WASHINGTON PARK					
	Revenue	340,561	85,897	25%	582,276.14	
	Expenditure	340,561	70,623	21%		
	Difference	0	15,274			
108	PARKS CAPITAL					
	Revenue	1,620,000	8,876	1%	92,789.58	
	Expenditure	1,620,000	239,126			
	Difference	0	-230,250			
109	AFFORDABLE HOUSING					
	Revenue	639,997	157,627	25%		
	Expenditure	639,997	203,972			
	Difference	0	-46,345			
112	DEVELOPMENT IMPACT FEES					
	Revenue	257,000	0		14,194	Roads
	Expenditure	257,000			179,415	Parks
	Difference	0	0		373,462	Fire

CITY OF ANACORTES
ALL FUNDS
Revenues/Expenditures
March 2024

	2024	Year to date			Fund Balance
	Adj Budget	Actuals	25.0%	Cash Balance	Budget
113 ACFL MANAGEMENT FUND					
Revenue	41,864	0	0%	536,428	43,637
Expenditure	41,864	10,205	24%		
Difference	0	-10,205			
135 LODGING TAX					
Revenue	559,367	74,767	13%	1,439,920	
Expenditure	559,367	25,564	5%		
Difference	0	49,203			
335 REET					
Revenue	2,141,000	184,665	9%	2,902,820	REET 1
Expenditure	2,141,000		0%	339,827	REET 2
Difference	0	184,665			
401 WATER				March 25%	
Revenue	19,337,327	5,423,122	28%	Chgs budg	13,472,445
Expenditure	19,337,327	4,174,515	22%	Actuals:	3,448,212
Difference	0	1,248,607		% collected:	25.6%
				\$ 6,288,334	Operating
				\$ 1,389,545	Rainy Day
				\$ -	Capital
440 SEWER					
Revenue	20,565,165	2,118,640	10%	Chgs budg	9,286,503
Expenditure	20,565,165	2,175,078	11%	Actuals:	2,045,071
Difference	0	-56,438		% collected:	22.0%
				\$ 2,587,428	Operating
				\$ 9,347,048	Rainy Day
				\$ 760,581	Capital
445 STORM DRAIN					
Revenue	2,288,880	555,963	24%	Chgs budg	2,005,924
Expenditure	2,288,880	546,332	24%	Actuals:	555,963
Difference	0	9,631		% collected:	27.7%
				\$ 1,569,615	Operating
				\$ 192,208	Rainy Day
				\$ 67,778	Capital
450 SANITATION					
Revenue	6,775,331	1,551,818	23%	\$ 1,506,181	Operating
Expenditure	6,775,331	1,127,635	17%	\$ 544,777	Rainy Day
Difference	0	424,183			
501 EQUIPMENT RENTAL FUND					
Revenue	3,697,492	839,494	23%	\$ 258,152	Operating
Expenditure	3,697,492	564,148	15%	\$ 8,267,573	Capital
Difference	0	275,346			



City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 7.d.

Agenda Item Title: Ordinance 4077: 1st Quarter Budget Amendment

Staff Contact(s): STEVE HOGLUND

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

Item Summary: There are 4 departments that are requesting amendments to the adopted budget after the first quarter of the budget year 2024. The Police Department hosted a regional training session. They paid for the total cost and collected registration fees from other police departments, and would like to make a cost-neutral amendment to accommodate the extra cost. The Storm Water fund was given a grant from the Department of Ecology that was not anticipated at the time of budget development. The Fire Department budgeted to procure additional tools and other matériel in 2023 for the increased staffing levels, but that was not completed, and would like a rollover budget amendment to procure those tools in the current budget year. The Museum has consulted with the Mayor and Personnel Committee about a cost-neutral way to develop a Museum Aide position as a full-time position.

Budget Impact:
various

Previous Action: Ordinance 4064 adopting the 2024 budget.

Recommended Motion: I move to approve ordinance 4077 authorizing the first quarter budget amendment.

Alternative Actions: Do not approve, direct staff as to next steps.

Attachments (listed in order presented):
1. Ordinance 4077 1Q24 Budget Amendment

ORDINANCE 4077

AN ORDINANCE AMENDING ORDINANCE NO. 4064 ADOPTED ON DECEMBER 18, 2023, ENTITLED "AN ORDINANCE ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES AND USES FOR THE YEAR 2024"

WHEREAS, Ordinance 4034 was adopted on December 18, 2023 that established the annual budget for fiscal year 2024, and

WHEREAS, The Anacortes Police Department (PD) hosted and paid for a regional training that was charged against the PD training budget and the PD was reimbursed for by other agencies for their officers attending the class, and it is requested the PD budget be increased to reflect the reimbursement by the other agencies and the actual impact of only the Anacortes PD, and

WHEREAS, The Stormwater Utility has been awarded a grant that was unknown at the time of budget development, and

WHEREAS, The Fire Department had budgeted in budget year 2023 to procure a variety of tools and equipment to support the additional staff that Proposition 1 brought into the department, however those tools were not procured in the prior year and a rollover budget amendment is requested to provide budget authority to purchase that equipment in the current year, and

WHEREAS, The Museum desires to convert a .6 FTE Museum Aide to a 1.0 FTE through elimination of a .10 FTE Aide, and changing a .6 FTE to .45 FTE, and increasing a current .6 FTE to 1.0 FTE. This would shift budget from benefits to salaries and wages, and the changes to the budget not offset by the shift from would be de minimis to the total department budget.

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

BARS #	Description	Expense (DR)	Revenue (CR)
001.310.521.40.43	PD Training	5,000	
001.310.342.10.00	Reimbursements from other PD's		5,000
445.712.594.32.63	Stormwater model	130,000	
445.770.334.03.10	Ecology Grant		130,000
001.320.522.20.35	Tools and Equipment	65,000	
001.000.308.90.00	Paramedic Donations		65,000
001.450.575.30.10	Salaries and wages	9,600	
001.450.575.30.20	Benefits		9,600

Section 1. Ordinance No. 4064 dated December 18th, 2023 adopting the Budget for all Municipal purposes and Uses for the fiscal year 2024 is hereby amended to reflect aforementioned revisions to expenditures and revenues in the following areas:

Section 2. Effective date. This Ordinance shall take effect from and after five (5) days after its passage and publication, as required by law.

PASSED AND APPROVED THIS 22nd day of April, 2024.

CITY OF ANACORTES, WASHINGTON

BY: _____
Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk

APPROVED AS TO FORM

Darcy Swetnam, WSBA #40530
City Attorney



City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 7.e.

Agenda Item Title: Contract Award – Wastewater Treatment Plant (WWTP) Outfall Relocation - Permitting & Monitoring Services #20-032-SEW-014

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council approval to award a contract in the amount of \$452,330.00 to Widener and Associates to provide the City with environmental compliance support during construction to ensure all state and federal permit and funding conditions are being met for the Wastewater Treatment Plant Outfall Relocation Project.

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 on a time and materials basis not-to-exceed \$452,330.00.
 - The period of performance is from inception through December 31, 2027.
3. **Competitive Bidding:** On January 17, 2024 the City issued a [Request for Qualifications](#) for the subject project and one response was received by the February 9, 2024 deadline. The City's evaluation committee reviewed and scored the response and selected to award a contract to Widener and Associates.

Budget Impact:

Consultant	Widener and Associates
Contract Amount	\$452,330.00
Earmarked Funds	\$19,500,000 – 2024

	\$4,000,000 - 2025
BARS #	440.750.594.35.63
Budget Amendment Required?	No
Start Date	Inception
End Date	December 31, 2027

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.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-032-SEW-014 with Widener and Associates in the amount of \$452,330.00 to provide Wastewater Treatment Plant Outfall Relocation - Permitting & Monitoring Services.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 20-032-SEW-014



AGREEMENT #20-032-SEW-014

Between THE CITY OF ANACORTES AND WIDENER AND ASSOCIATES

WASTEWATER TREATMENT PLANT OUTFALL RELOCATION – PERMITTING & MONITORING SERVICES

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide the City with environmental compliance support during construction to ensure all state and federal permit conditions are being met for the Wastewater Treatment Plant Outfall Relocation Project, as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Jeff Beltramini, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Four Hundred Fifty-Two Thousand Three Hundred Thirty Dollars (\$452,330.00)**. The billable rates for services provided shall be in accordance with Exhibit B, which is attached hereto and incorporated by reference.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2027.

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

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

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

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

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

20. Right to Terminate Agreement.

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

by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

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

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

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

25. **Disputes**

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

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

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

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

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

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

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

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

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

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

31. **Notices.** 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:
Cowling & Company, LLC dba Widener & Associates
Ross Widener
1902 120th Pl. S.E. STE 202
Everett, WA 98208
ross@widener-enviro.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

WIDENER & ASSOCIATES

By _____

By _____

Date _____

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).

AGREEMENT 20-032-SEW-014
EXHIBIT A

**ANACORTES WWTP OUTFALL CONSTRUCTION
PERMITTING & MONITORING
SERVICES**

**Widener & Associates
Scope of Work**

The intent of this scope of work is to provide the City with environmental compliance support during construction to ensure all state and federal permit conditions are being met. The following tasks will be completed under this agreement:

Section 106 Investigation

To ensure compliance with the project's Section 106 MOA archaeological monitoring will be conducted during excavation of soils. The subcontractor Drayton Archaeology will assess and characterize subsurface deposits associated with the precontact shell midden. Drayton proposes to excavate focused, provenience-controlled, subsurface testing using methods discussed in the MOA. At the end of each month following the execution of the MOA until it expires or is terminated progress updates will be issued. The updates will note activities undertaken for the prior month to carry out the terms of this MOA's, any schedule changes or problems encountered.

Deliverable(s)

- Field Work Coordination
- Reporting Requirements and Agency Updates
- MOA Close Out

Construction Support Services

During construction Widener will ensure compliance with the project's NPDES permit. Completing the weekly SWPPP inspections and monthly DMR reports. Widener will also be monitoring marine mammals during all in-water work construction activities in compliance with the project's Marine Mammal Monitoring plan. In compliance with the project's 401 Water Quality permit through Ecology, Widener will conduct in-water turbidity monitoring in accordance with the project's Water Quality Monitoring Plan and submit reports to Ecology. Widener will also assist with public outreach and updating the project's webpage, so the public is aware of project changes and development.

Deliverable(s)

- Permit and NEPA support during Construction.
- Marine Mammal Monitoring
- Water Quality Monitoring & Reporting
- NPDES Permit & SWPPP Monitoring
- Public Outreach / Project Webpage Updates

AGREEMENT 20-032-SEW-014 - EXHIBIT B

Project Name		WWTP Outfall Construction Support Services		
Client		City of Anacortes - Jeff Beltramini		
Location		Anacortes, WA	Date	4/8/2024
Tasks	Project Management	Senior Biologist	Project Biologist	
Section 106 Investigation				
Field Work Coordination	52	10	10	
Reporting Requirements and Agency Updates	10	20	10	
MOA Close Out	40	30	10	
Construction Support Services				
Permit and NEPA support during Construction	80	80	60	
Marine Mammal Monitoring	10	208	416	
Water Quality Monitoring & Reporting	10	208	416	
NPDES Permit & SWPPP Monitoring	58	208	416	
Pubic Outreach / Webpage Updates	20	120	40	
Total Hours	280	884	1378	
Summary	Hours	Rate	Cost	
Project Management	280	\$ 184.14	\$ 51,559.65	
Senior Biologist	884	\$ 136.86	\$ 120,986.01	
Project Biologist	1378	\$ 87.09	\$ 120,015.53	
Total Labor				\$ 292,561.19
Outside Services				
Drayton Archeological Services				\$ 159,768.00
Travel Expense				\$ 8,710.00
TOTAL ESTIMATED COST				\$ 452,329.19



City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 7.f.

Agenda Item Title: Contract Award: WWTP Outfall Relocation – Construction Management #20-032-SEW-015

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council approval to award a contract in the amount of \$2,536,698.00 to HDR Engineering, Inc. to provide the City with construction management services for the Wastewater Treatment Plant Outfall Relocation Project. The following tasks are included in this scope of services: coordination and project management, engineering services, field services, requests for information from contractor, inspection, marine sediment sampling, construction materials testing and construction close-out requirements.

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 on a time and materials basis not-to-exceed \$2,536,698.00.
 - The period of performance is from inception through December 31, 2025.
3. **Competitive Bidding:** On January 10, 2024 the City issued a [Request for Qualifications](#) for the subject project and two responses were received by the February 2, 2024 deadline. The City's evaluation committee reviewed and scored the response and selected to award a contract to HDR Engineering, Inc.

Budget Impact:

Consultant	HDR Engineering, Inc.
------------	-----------------------

Contract Amount	\$2,536,698.00
Earmarked Funds	\$19,500,000 – 2024 \$4,000,000 - 2025
BARS #	440.750.594.35.63
Budget Amendment Required?	No
Start Date	Inception
End Date	December 31, 2025

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.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 20-032-SEW-015 with HDR Engineering, Inc. in the amount of \$2,536,698.00 to provide Wastewater Treatment Plant Outfall Relocation - Construction Management.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 20-032-SEW-015



AGREEMENT 20-032-SEW-015

Between
THE CITY OF ANACORTES
AND
HDR ENGINEERING, INC.

WWTP OUTFALL RELOCATION – CONSTRUCTION MANAGEMENT

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant provide construction management services for the Wastewater Treatment Plant (WWTP) Outfall Relocation project. Work is specified in Exhibit A, which is attached hereto and incorporated by reference, and shall be performed under the direction of the City’s Project Manager, Jeff Beltramini, or designee.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Two Million Five Hundred Thirty-Six Thousand Six Hundred Ninety-Eight Dollars (\$2,536,698.00)**. The per task estimates and hourly billing rates are detailed in Exhibit A, which is attached hereto and incorporated by reference.

3. **Period of Performance.** The period of performance under this Agreement is from inception through December 31, 2025.

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

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

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

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

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period,

and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment. Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

20. Right to Terminate Agreement.

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including

all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

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

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

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

25. **Disputes**

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

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

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

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

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

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

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

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

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

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

31. **Notices.** 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:
HDR Engineering, Inc.
Kenneth Packard
929 108th Ave NE, Suite 1300
Bellevue, WA 98004
Kenneth.Packard@hdrinc.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

HDR ENGINEERING, INC.

By _____
Matt Miller, Mayor

By _____

Date _____

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).

AGREEMENT 20-032-SEW-015 EXHIBIT A

City of Anacortes

Wastewater Treatment Plant Outfall Relocation Construction Management

Scope of Services

April 2024



**929 108th Avenue NE
Suite 1300
Bellevue, WA 98004-5549
(425) 450-6200**

This page intentionally left blank.

Table of Contents

Exhibit A – Scope of Services	1
Task 100 Coordination and Project Management (HDR)	1
Task 200 Engineering Support during Construction (HDR, CME, Geo)	2
Task 300 Field Services (HDR, CME, Geo, AUS)	6
Task 400 Marine Sediment Sampling (Geosyntec)	10
Task 500 Construction Close-Out (HDR, Geo, CME)	11
Task 600 Materials Testing and Special Inspection Services (MTC)	13
Task 700 Temporary Relocation Support (HDR)	14
Task 800 Management Reserve (HDR)	15
Exhibit B – Schedule	15

Exhibit A – Scope of Services

Background

The City of Anacortes (City) is proceeding with construction of the relocation of the wastewater treatment plant outfall. This scope of services covers the construction management services. Bidding support was provided in Subtask 4000, Amendment 3 of the Wastewater Treatment Plant Outfall – Design contract. Engineering support during construction (ESDC) was also included in this previous contract; however, to comply with FEMA funding guidelines, the ESDC scope was deleted from the design contract and is included herein. ESDC includes engineering services by the design engineers in assisting with reviewing engineering submittals, responding to contractor requests for information and providing the link between the design and construction. This contract includes ESDC and construction management services. The construction management services in this scope generally includes coordination with the contractor, onsite observation, and administering the construction contract.

Services under this scope will be provided by a variety of consultants. The primary firms included in this work include:

- HDR Engineering, Inc. (HDR, Consultant) – Prime
- Cosmopolitan Marine Engineering (CME) – Subconsultant – marine outfall design
 - Bright Engineering Inc (BEI) – Subconsultant to CME
- David Evans and Associates, Inc. (DEA) – Subconsultant - surveying
- GeoEngineers Inc. (Geo) – Subconsultant – geotechnical
 - Blasting consultant Catherine Almonte-Martin – Subconsultant to Geo
- MTC – Subconsultant - materials testing,
- Geosyntec Consultants – Subconsultant – marine sediment sampling
- Associated Underwater Services (AUS) – Subconsultant – underwater inspection services
- NW Corrosion – Subconsultant – corrosion protection

In addition, the City has contracted with other consultants to provide assistance in the completion of the project. These include:

- Widener Associates (WA) – Permitting, environmental monitoring and cultural resource monitoring

While HDR is the Prime and point of contact for this work, the firm responsible for specific tasks is indicated in the title of each task in this scope of work.

Task 100 Coordination and Project Management (HDR)

Objective:

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

Consultant Services:

1. Prepare a Project Management Plan (PMP) outlining the scope, team organization, schedule, safety, and communications information.

-
2. Prepare a Construction Quality Assurance Plan based on the PMP for submittal to the Washington State Department of Ecology (DOE).
 3. Prepare an Interim Operations Plan for submittal to the DOE.
 4. At project initiation, Consultant will conduct a quality assurance review (Project Approach and Resource Review) at project commencement to discuss technical approach, team resources, other available firm resources, and project management approach. Review will be by two (project independent) senior wastewater engineers not associated with the project.
 5. Coordinate and manage the project team.
 6. Coordinate project subconsultants.
 7. Prepare monthly status reports describing the following:
 - Services completed during the month.
 - Services planned for the next month.
 - Needs for additional information.
 - Scope/schedule/budget issues.
 - Schedule update and financial status summary.
 8. Prepare monthly invoices formatted in accordance with contract terms.
 9. Project Manager will call in to project management meetings with the client Project Manager to review project scope, schedule, and budget issues.

Client Responsibilities:

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

Assumptions:

1. The project duration for construction administration is 14 months from May 2024 until July 2025. The duration for construction observation is 58 weeks. The in-water marine work will occur during the permit fish window from August 1 to February 15.
2. Project management meetings will be held monthly.

Deliverables:

1. Updated Project Management Plan (Project Guide) (PDF file).
2. Monthly invoices and progress reports, emailed as a PDF.

Task 200 Engineering Support During Construction (HDR, CME, Geo)

Objective:

Consultant shall furnish a Project Manager and field staff to administer the construction contract and observe construction of the project. Consultant will administer the contract in accordance with the terms and conditions of the Construction Contract. The project contract includes the EJCDC General Conditions.

Consultant Services:

Engineering Support during Construction

1. *Submittal Review*: Review up to 40 submittals.
2. *RFI Review*: Respond to 130 contractor requests for information (RFIs).
3. *Schedule of Values Review*: Review Contractor's Schedule of Values (cost breakdown) by comparison to Engineer's Opinion of Probable Construction Cost to distribute costs to the various elements of the total construction to serve as a basis for progress payments and determination of cost impact of changes.
4. *Change Proposal Requests*: Provide coordination and review to identify the need for changes to Work consistent with the design intent which require changes in Contract Price and/or Contract Time.
5. *Work Change Directives*: Provide a directive to Contractor when fair and reasonable pricing for a change item cannot be negotiated or when a change item is critical to the project schedule.
6. *Change Orders*: Coordinate the combining of change documentation into Change Orders for execution by Contractor and City.

Contract Administration and Document Management

1. *Pre-Construction Conference*: Coordinate and lead a Pre-Construction Conference with the City, design engineer, Contractor, and other interested parties. The purpose of this conference is to establish a working understanding among parties as to the Work, discuss the construction schedule and activities, discuss the schedule of submittals, discuss the schedule of values, discuss procedures for handling shop drawings and other submittals, discuss procedures for processing applications for payment, discuss requirements for maintaining records, discuss impacts to existing utilities, establish dates for substantial and final completion, and discuss other requirements of the Contract Documents.
2. *Document Management System*: Maintain an internal electronic Document Management System (DMS) for receiving, logging and tracking project electronic files. Electronic files to be included are field reports of project activities, digital photographs, audio recordings of meetings and conferences, meeting summary notes, material testing logs, work deficiency checklists, contractor payment certifications, submittals, RFIs, schedules, Field Orders, Change Proposal Requests, Work Change Directives, Change Orders, and correspondence between City, Consultant, Contractor, utility companies/agencies, and other parties.

Assumptions:

1. Submittal Review -
 - a. An average of 4 hours staff time will be required for reviewing submittals.
 - b. Contractor will prepare a listing of submittals and dates of expected submittal, coordinated with supply contract schedules to allow adequate time for review, resubmittal, and review to meet the construction schedule. If Contractor fails to provide the submittal schedule and/or does not provide documents in accordance with the schedule, Consultant may be provided with additional time to review the submittal.
 - c. Consultant will not review or comment on submittals related to temporary items and construction aides such as shoring, formwork, and dewatering. Receipt of these submittals is to confirm compliance with the contract requirements for submittal only and Consultant will not review for the content, compliance, or calculations. Consultant is not responsible for the content of the submittal.
 - d. If a submittal is determined to be incomplete when compared against the requirements in Specification Section 01 33 00 – Submittals, it will be rejected.

-
- e. Submittal reviews following three (3) re-submittals will be documented and billed as a separate, out-of-scope activity from which the City can, at its discretion, deduct the amount from Contractor's payment application(s) in accordance with Section 01 33 00 Part 1, paragraph 1.6 A.8 of the construction contract documents.
- 2. Requests for Information
 - a. An average of 2 hours staff time will be required for addressing RFIs.
 - b. The CM team will coordinate with the design engineers to provide responses to RFIs.
 - 3. Change Proposal Requests
 - a. Negotiations between Consultant and Contractor are not binding until accepted by the City.
 - b. The fee for this sub-task is based upon preparing, processing, and negotiating pricing of twenty (20) Change Proposal Requests.
 - c. Actual preparation, processing, and negotiating time may vary depending upon the complexity of the Change Proposal Request. It is estimated that, on average, it will take 16 hours of Consultant team member time to prepare, process, and negotiate pricing for each Change Proposal Request.
 - 4. Work Change Directives
 - a. The fee for this task is based upon preparing and processing twenty (20) Work Change Directives.
 - b. Actual preparation, processing, and review time may vary depending upon the complexity of the Work Change Directive. On average, it is estimated that it will take 18 hours of Consultant team member time to prepare, process, and review each Work Change Directive.
 - 5. Change Orders
 - a. The City has the sole responsibility to authorize any changes to the construction contract.
 - b. The fee for this task is based upon preparing and processing eight (8) Change Orders. Actual preparation and processing response time may vary depending upon the complexity of the Change Order. It is estimated that, on average, it will take 24 hours of Consultant team member time to prepare and process each Change Order.
 - c. The City will provide Consultant with copies of the fully executed Change Order after signed by the City and Contractor.
 - 6. Pre-Construction Conference
 - a. Pre-Construction Conference will occur at a location and time to be determined.
 - b. Up to 10 hard copies of the Pre-Construction Conference agenda will be furnished by the Consultant.
 - c. We have budgeted twenty (36) hours for a consultant staff member for preparation, attendance and meeting note preparation.
 - 7. Document Management System
 - a. Consultant will use Consultant's Newforma and Bentley ProjectWise for the Document Management System.
 - b. Consultant will not maintain a hard copy of documentation in addition to the Document Management System.
 - c. It is estimated that, on average, it will take twelve (12) hours per week of Consultant team member time to maintain the Document Management System.

-
8. Additional or extended services will be provided under a separate negotiated contract amendment during construction if necessary due to circumstances beyond the control of Consultant.

Deliverables:

1. Submittal Review
 - a. Contractor's approved Shop Drawing Submittal Schedule transmitted to City and design team members via e-mail in .pdf format.
 - b. Assembled comment sheets in each submittal file in the DMS.
 - c. Shop drawing responses transmitted to Contractor and City via e-mail in .pdf format.
2. Request for Information
 - a. Response supporting information filed in the DMS.
 - b. RFI responses transmitted to Contractor, City, and Consultant's team members via e-mail in .pdf format.
3. Change Proposal Requests
 - a. Change Proposal Request supporting information filed in the DMS.
 - b. Change Proposal Requests transmitted to Contractor and City via e-mail in .pdf format.
 - c. Engineer's Decision transmitted to Contractor and City via e-mail in .pdf format.
4. Work Change Directives
 - a. Work Change Directive supporting information filed in the DMS.
 - b. Work Change Directives transmitted to Contractor and City via e-mail in .pdf format.
5. Change Orders
 - a. Change Order supporting information filed in the DMS.
 - b. Change Order, including supporting information for each Change Order, transmitted to Contractor and City via e-mail in .pdf format.
6. Pre-Construction Conference
 - a. Draft Pre-Construction Conference agenda transmitted to City and Contractor via e-mail in .pdf format.
 - b. Final Pre-Construction Conference agenda transmitted to City and Contractor via e-mail in .pdf format and hard copies delivered at conference.
 - c. Pre-Construction Conference notes transmitted to City and Contractor via e-mail in .pdf format and filed in the DMS.
7. Document Management System
 - a. Filing system index transmitted to City via e-mail in .pdf format, if requested.
 - b. Tracking logs for shop drawing transmittals, Requests for Information, Field Orders, Change Proposal Requests, Change Orders, and work deficiency checklists transmitted to City and Contractor via e-mail in .pdf format.

Task 300 Field Services (HDR, CME, Geo, AUS)

Objective:

Determine substantial conformance of the completed construction with the requirements of the Contract Documents through observation of the Work.

Consultant Services:

This task includes services related to providing observation of field activities. Specific activities conducted by Consultant will include the following:

Construction Observation and Administration

1. Provide general observation including:
 - a. Observe, record, and report Contractor's daily work progress to determine the Work observed is in general conformance with the requirements of the Contract Documents for work associated with the Project.
 - b. Document activities observed making note of deficiencies and any issues requiring resolution. Maintain work deficiency log in the DMS.
 - c. Create daily field reports defining specified work completed, Contractor work force figures, progress made on the controlling activity established by the approved construction schedule, job site visitors, and weather conditions.
 - d. Review approved shop drawings and apply them to the conducting of observations.
 - e. Photograph construction to document progress or deficiencies, and log photos in the DMS.
 - f. Conduct, or coordinate the conduct of, specified inspections and document results.
2. Notify Contractor when written verification from the Materials Testing sub-consultant representative has been obtained stating that acceptable subgrade preparation is provided for structures and is ready to receive concrete for foundations and structural slabs on grade.
3. Monitor the prequalification of soils and concrete materials, and coordinate in-place moisture and density testing and the sampling (see Task 600).
4. Observe and document pressure testing of interior and exterior piping systems.
5. Review stored materials and/or equipment for quantity determination for Contractor payment and to verify that equipment and/or materials are adequately protected until installed. Consultant will notify Contractor if additional measures are required to protect the equipment.
6. Develop and provide to Contractor an on-going list of items requiring correction to encourage correction of noted construction deficiencies, including:
 - a. Monitor and document construction throughout the project duration and identify deficient items.
 - b. Provide Contractor with an updated list of non-conforming items at construction progress meetings.
 - c. As deficiencies are corrected, revise the list by indicating corrected status.
 - d. Utilize the deficiencies list to aid in identifying appropriate retainage amounts near project completions.
 - e. Issue Non-Conformance Reports for deficiencies not being acknowledged or addressed by Contractor with corrective measures or corrective action plans.
7. Review tagging of equipment to verify conformance with approved registers for equipment, valves, and other items designated to be tagged by the Contract Documents.

-
8. Coordinate training activities between Contractor and City.
 9. Monitor vendor training for City's operations and maintenance personnel.
 10. Document any observations made of property damage or personal injury accidents within the project construction limit lines and notify and provide a written report to the City.
 11. Collect certified payroll information from Contractor and conduct payroll interviews as required by agencies.
 12. *Marine Outfall Observation:*
 - a. Shoreline shoring system and excavation.
 - b. Offsite location of HDPE fusion, launching and anchor attachment.
 - c. Pipe tow to jobsite.
 - d. Staging for and during controlled submergence
 - e. Controlled submergence of the marine outfall.
 - f. Shoreline restoration riprap final placement.
 13. *Rock Blasting Support* – Monitor the blasting activities including four mobilizations with up to 12 days onsite by Geo to verify the contractor's blasting including additional review of blast submittals (blast plan, per-blast structure survey information, seismograph monitoring plan) by the blasting consultant. Blasting observation support by the Geo includes onsite observation to monitor various stages of, blast operations with up to 25 full-time site visits by Geo to observe and document the rock drilling, rock blast, excavation, and subgrade preparation process. A field report summarizing observations, conclusions and recommendations will be submitted after each site visit.
 14. *Underwater Diving Services* - AUS will provide underwater observation of the new outfall with three-person (OSHA and ADCI Approved) surface supplied air commercial diving crew to verify compliance with the contract documents.
 15. *Contractor's Application for Payment Review and Processing:* Review draft application for payment in comparison to progress of the work. Make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete. Execute completed applications for payment indicating appropriate retainage and amount recommended for payment and transmit to City for processing of payment.
 16. *Contractor's Baseline Schedule and Updates Review:* Review Contractor's Baseline Schedule in accordance with Contract Documents. Review Contractor's monthly schedule updates in accordance with Contract Documents. Provide comments to Contractor through the Shop Drawing process.
 17. *Field Orders:* Provide coordination and review to identify the need for minor changes in the Work consistent with the design intent which do not require a change in Contract Time or Contract Price.
 18. *Weekly Construction Meetings:* Conduct weekly construction meetings with the Contractor's representative(s) and City's Representative to assist in implementing the construction process. Prepare and send out an agenda before the meetings and meeting summary notes after the meetings. Project Engineer and other design personnel will participate in the meetings by teleconference as necessary.

Client Responsibilities:

1. Arrange for (through its Contract with the Contractor) safe access to and make provisions for HDR and its subconsultants to enter upon public and private property as required for Consultant to perform services under the Agreement.
2. Attend initial construction conferences, design and construction progress and other job related meetings, and Substantial Completion and final payment inspections.
3. Provide Consultant with the findings and reports generated by the entities providing laboratory, inspection, or monitoring services other than those being provided by Consultant.
4. Additional or extended services will be provided under a separate negotiated contract amendment during construction if necessary do to circumstances beyond the control of Consultant.

Assumptions:

1. Consultant's observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
2. Consultant shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
3. Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
4. Observations will be performed in accordance with industry-recognized standard practices.
5. Contractor is responsible for compliance with permit conditions; therefore, Consultant cannot ensure Contractor's compliance with permit conditions. Consultant will only notify City and Widener Associates of observed conditions and violations.
6. Monitoring removal and/or disposal of contaminated materials is not included.
7. The fee for construction observation is based upon field observation from a single Resident Project Representative (RPR) for 58 weeks at forty (40) hours per week. An allowance of 200 hours is included for a second RPR.
8. The budget for construction observation via diving is based on a total of 20 contaminated in water workdays with five-person dive crew. 14 days will be with two (2) wet divers and six (6) days for with three (3) wet divers.
9. Budget includes expenses for lodging, vehicle and travel.
10. Normal working hours for Consultant observation staff and Contractor will coincide with normal construction working hours: Monday through Friday, 7:00 am to 4:00 pm.
11. Should Contractor elect to perform work outside of normal working hours, on Saturday, Sunday, or legal holiday, the costs from the management reserve fund may be applied to cover the costs of the Consultant RPR time.
12. Additional labor and expenses for performing observation services outside normal working hours or beyond the estimate included in this task may be required due to increased construction duration, These fees may be recoverable from the Contractor per the construction contract. These additional costs will be documented for the City.
13. When full time observation is not required by contractor activities, Resident Project Representative (RPR) will assist with other activities such as shop drawing reviews, responses to RFIs, and review of change proposal pricing, when activities are within their capabilities and expertise.

14. Contractor's Application for Payment Review

- a. The draft and final payment application requests will be submitted by Contractor each month on days agreed upon to meet City's processing schedule requirements.
- b. Consultant's recommendations for payment can be modified until final payment is approved and authorized by City.
- c. Up to 14 payment applications will be reviewed by Consultant.
- d. For the purposes of estimating, it is assumed that each payment application will take 8 hours of Consultant team member time to review and process.

15. Contractor's Baseline Schedule and Updates Review

- a. Following the initial Baseline Schedule, the Contractor will submit monthly schedule updates.
- b. Up to 10 project schedule updates will be reviewed by Consultant.
- c. For the purposes of estimating, it is assumed that each schedule update review will take 4 hours of Consultant team member time to review and process.

16. Field Orders

- a. Field Orders may be generated from responses to RFIs, design changes, Contractor initiated changes, City initiated changes, or unanticipated conditions.
- b. The fee for this task is based upon preparing and processing 20 Field Orders.
- c. Actual preparation and processing time may vary depending upon the complexity of the Field Order. It is estimated that, on average, it will take 8 hours of Consultant team member time to prepare and process each Field Order.

17. Weekly Construction Progress Meetings

- a. Weekly Construction Progress Meetings will occur at the Contractor's or Consultant's construction trailer at the project site or virtually; and will involve up to 4 Consultant team members, and each meeting will last up to 2 hours each. We have budgeted 10 hours for each Weekly Construction Progress Meeting.
- b. Consultant will prepare an agenda for the first Construction Progress Meeting. Notes from the previous meeting will be used as the agenda for subsequent meetings updated with current issues or concerns.
- c. Construction Progress Meeting agendas will include current logs of outstanding shop drawing submittals, three-week look ahead schedule and requests for information responses. Agendas will also include time for Contractor to summarize work completed since the last Progress Meeting and work projected for the following month.
- d. Up to 40 progress meetings are included for this task.

18. A per diem allowance of \$195/day is included for the RPR for 58 weeks.

19. Budget has been provided for mileage travel costs for the RPR to travel home from Anacortes to Olympia on the weekends.

20. An allowance has been included in Task 700 for a management reserve. This may be used at the authorization of the City to cover additional costs for services outside the scope of the contract such as review of resubmittals beyond 3 reviews or construction observation beyond normal working hours. These costs will be documented and the City may recover these from the Contractor in accordance with the construction contract.

Deliverables:

- 1. Photographs filed in the DMS.

-
2. Reports of property damage or personal injury accidents transmitted to City via e-mail in .pdf format.
 3. Contractor's Baseline Schedule and Updates Review
 - a. Review comments on Baseline Schedule and Updates
 4. Weekly Construction Progress Meetings
 - a. Construction Progress Meeting agenda transmitted to City and Contractor via e-mail in .pdf format to progress meetings and delivered at meetings.
 - b. Construction Progress Meeting notes transmitted to City and Contractor via e-mail in .pdf format and filed in the DMS.
 5. Contractor's Application for Payment Review
 - a. Contractor's Payment Application Requests transmitted to City via e-mail in .pdf format with appropriate attachments, such as invoices for stored materials.
 6. Field Orders
 - a. Supporting information filed in the DMS.
 - b. Field Orders transmitted to Contractor, City, and Consultant's team members via e-mail in .pdf format.
 7. Field inspection reports filed in the DMS
 - a. HDR inspector daily reports.
 - b. Geoengineers field visit reports
 - c. AUS dive reports

Task 400 Marine Sediment Sampling (Geosyntec)

Objective:

Perform pre and post construction sampling to characterize the potential impact of construction activities with regard to sediment contamination.

Consultant Services:

1. Conduct pre and post sediment sampling conformance with the approved *Pre- and Post- Outfall Construction Perimeter Sediment Monitoring Plan (DOF 2021)*.
2. Install a tide gauge and monitor for the estimated duration of the marine water work estimated at 5 months.
3. Conduct sediment sampling near the new outfall diffuser prior to placing the outfall into service to comply with the City's WWTP NPDES permit.
4. Prepare a data evaluation report.

Client Responsibilities:

1. Coordinate with Consultant as required.

Assumptions:

1. 14 surface sediment samples will be collected for the pre and post sediment sampling and 4 additional samples will be collected for the outfall permitting.

-
2. Pre-construction sampling will occur on late Spring or early Summer 2024 (May/June), and post-construction sampling will occur in Fall 2024 (early November). Reporting will be completed in early 2025 (February).
 3. No equipment blank will be collected. •
 4. Client or HDR will provide target coordinates for all sampling locations and the outfall
 5. Ecology has approved the sampling program and no changes to the scope are anticipated prior to field work.
 6. All sampling locations will be accessible at the time of sampling. Access to the existing concrete dock will be provided for installation of the tide gauge and off-loading samples/crew, and overnight mooring at the available dock or Anacortes marina.
 7. Department of Natural Resource (DNR) permits are not required for access to DNR-owned land.
 8. Permits, if required for installation of the tide gauge, will be provided, and the tide gauge will be operational during sampling and construction activities (assuming 5 months).
 9. Adverse weather conditions will not affect field work.
 10. The cost and schedule assume that work will not be impacted by national, state, county, city, or company restrictions related to forest fires nor the COVID-19 or other pandemic.
 11. The field work associated with the sediment sampling can be completed in the time budgeted (4 days total). If an additional day is required, the daily rate for field work associated with sediment grab sampling is \$12,000.
 12. No cost for waste disposal. Left-over sediment will be returned to the sample location and investigation-derived waste will be placed in local dumpsters. If sheens are observed, then containment options will be discussed with client.
 13. Standard laboratories turn-around-time for analytical results is 4 to 6 weeks.

Deliverables:

1. Marine Sediment Sampling Data Evaluation Report.

Task 500 Construction Close-Out (HDR, Geo, CME)

Objective:

Achieve an orderly, well-documented and complete close-out of the construction contract.

Consultant Services:

This task includes services related to closing out the construction contract. Specific activities conducted by Consultant will include the following:

Substantial Completion Inspections

1. Receive and review Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection, including:
 - a. Develop substantial completion submittal checklist.
 - b. Verify submittal of required documents.
 - c. Review Contractor's punch list and Consultant's progressive list of incomplete and deficient items and determine if the substantial completion inspection is appropriate in accordance with Contract requirements.

-
- d. Schedule substantial completion inspection, or notify Contractor that the Work has not progressed to point of substantial completion as defined by the Contract Documents.
 2. Coordinate, conduct and document the substantial completion inspection and issuance of the Certificate of Substantial Completion including:
 - a. Notify City and design team members of date of substantial completion inspection.
 - b. Prepare and distribute the punchlist format to the parties conducting the inspection.
 - c. Conduct the substantial completion inspection.
 - d. Compile the punchlist and identify the tentative date of substantial completion, and prepare and issue tentative Certificate of Substantial Completion to City for review and concurrence.
 - e. If there are multiple portions of the Work with different substantial completion dates, prepare a summary of the dates of expiration of the various Correction Periods.
 - f. Upon concurrence of City, issue the definitive Certificate of Substantial Completion and punchlist setting the date of Substantial Completion.
 3. Review progress of corrective action on punchlist items and periodically update and re-issue the punchlist and issuance of Certificate of Substantial Completion for the entire or designated portions of the Work.

Final Completion Inspection

1. Receive and review Contractor's required final completion submittal.
2. Coordinate and attend the final inspection meeting and physical walk-through of the Project, including:
 - a. Schedule the final inspection date and notify Contractor, City and any Regulatory Agencies.
 - b. Assemble the various final completion submittal documents, required by the Contract Documents, for the final inspection meeting and review them with the various parties.
 - c. Conduct, document and distribute the findings of the final inspection.
3. Collect close-out documents required by the Contract Documents and forward the documents along with Contractor's Final Application and Certificate for Payment to City for processing by City.

Record Drawings

1. Consultant will monitor the status of Contractor's as-built drawings every other week at the Construction Progress Meetings.
2. Consultant team members will document changes due field adjustments in the record drawings as they occur.
3. Prepare final record drawings.

Assumptions:

1. Substantial Completion Inspections and Final Completion Inspection will occur at the project site, will involve up to 4 Consultant team members, and will last up to 4 hours each.
2. Contractor will red-line a full size (24 IN x 36 IN) hard copy of the construction contract documents on a monthly basis to incorporate RFIs, Field Orders, Change Proposal Requests, submittal data, and changes based on records received from both Consultant and City.
3. Record drawings will be based on construction records provided by Contractor, City and on-site resident project representatives and will be completed within 2 months of the date of receipt of all of the marked-up prints and other necessary data from Contractor.

Deliverables:

1. Certificates of Substantial Completion and punchlists transmitted to City and Contractor via e-mail in .pdf format.
2. Certificate of Final Completion with Contractor's Final Application and Certificate for Payment transmitted to City and Contractor via e-mail in .pdf format.
3. Provide City with electronic files (.pdf format and AutoCAD or Revit formats)

Task 600 Materials Testing and Special Inspection Services (MTC)

Objective:

Provide special inspection and testing services required to establish compliance with the construction contract and City standards. Services will be completed in accordance with ASTM International (ASTM) test methods and applicable sections contained in the American Concrete Institute (ACI) Manual of Concrete Practice, and American Welding Society (AWS) Structural Welding Code.

Consultant Team Materials Testing and Special Inspection Services:

This task includes services related to geotechnical services for the RWCF. Specific activities conducted by Consultant will include the following:

1. *Earthwork*: Includes periodic observation during soil improvement, site preparation, in-place density testing of structural fill placed a building floor slab, foundation grade, hot-mix asphalt (HMA) pavements, and within utility trenches.
2. *Reinforced Concrete*: Includes mix design review; periodic reinforcing steel placement inspection; field testing for slump, unit weight, entrained air and temperature; preparing concrete test cylinders; and inspection during site-cast structural concrete placement for foundations, floor slabs, columns and walls.
3. *Sample Retrieval and Laboratory Testing*: Collect and transport samples of on-site and imported soil that will be used as structural fill, concrete samples (if any) obtained from the project site to the laboratory. Laboratory services will include compaction tests and gradation analyses of structural fill, HMA samples will be analyzed for theoretical Rice density, oil content, and gradation of extracted aggregate.
4. *Daily Field Reports*: At the completion of each site visit, our field personnel will prepare a preliminary field report to document field test results, observations and discussions applicable to the project.
5. *Final Report*: At the conclusion of materials testing services, provide a final letter report. The report will summarize observations and test results, and opinions regarding applicable Contractor's general compliance with the project plans and specifications.

Assumptions:

1. Sub-consultant will perform testing in accordance with construction contract documents and other recognized/applicable standards.
2. Consultant has included a sub-consultant fee of \$45,000 for materials testing and special inspections; however, actual cost will be based on actual time and materials required to conduct materials testing and special inspections.

Deliverables:

1. Summaries of daily reports, materials testing information, and special inspections.
2. Final report.

Task 700 Temporary Relocation Support (HDR)

Objective:

Provide relocation advisory services for up to one (1) temporary relocation to accommodate a family impacted by the City of Anacortes Wastewater Outfall Relocation Project.

Consultant Services:

1. Attend relocation kick-off meeting in Anacortes. Two staff will attend relocation kick-off meeting in Anacortes.
2. Attend up to 24 weekly status meetings with the City. Two staff will attend up to 24 weekly status meetings with the City.
3. Assist the City with drafting Acquisition Policy & Procedures and Relocation Appeal process.
4. Interview residential occupants and estimate temporary relocation costs.
5. Submit one (1) draft and one (1) final Relocation Plan to the City for approval.
6. Provide up to one (1) update to the Relocation Plan, as needed.
7. Act as an extension of City's staff while serving as the City relocation agent for affected parcels.
8. Prepare up to one (1) relocation notice (Notice of Temporary Relocation Benefits) for up to one (1) temporary relocation.
9. Assist up to one (1) temporary relocation occupant with searching for temporary housing & filing relocation claims.
10. Prepare & transmit up to two (2) relocation claim packages for move entitlement and temporary housing entitlement to City for payment processing.
11. Coordinate the vacate inspection with City staff prior to the start of construction.
12. Provide supporting documentation for up to one (1) relocation appeal & attend up to two (2) relocation appeal meetings for one temporary displacement, if needed.
13. Prepare, maintain and transmit to City up to one (1) temporary relocation file in both electronic & paper version.
14. Provide the quality review and quality assurance to close out up to one (1) temporary relocation file.

Assumptions:

1. The weekly status meetings will be virtual using Webex or other online meeting platform.
2. If the City denies a claim, the City will provide a clear and concise basis for that determination, in writing to consultant, so that a written response can be expeditiously prepared and provided to the claimant.
3. If a claim is denied, and the denial and/or City mandated revision results in appeal and the appeal is ultimately upheld in the favor of the appellant, then additional hours related to the appeal may

be considered an additional level of effort and will be renegotiated and adjusted accordingly, resulting in additional costs to the CITY.

4. Relocation advisory services will be considered complete if any of the following occur:
 - a. City withdraws relocation eligibility.
 - b. City makes all relocation payments.
 - c. City allows temporary relocation occupant to maintain occupancy at the subject site during construction.

Deliverables:

1. Weekly relocation status report - up to 24 status reports.
2. Final draft Acquisition Policy Procedures and Relocation Appeal process.
3. Up to one (1) Relocation Plan and up to one (1) update, if needed.
4. Up to one (1) relocation notice (Notice of Temporary Relocation Benefits) for up to one (1) temporary relocation.
5. Up to five (5) signed relocation supporting documents per temporary relocation including: Lawfully Present in the United States Certification form, IRS Form W-9 (if required by the City), Move Expense Agreement, Relocation Assistance Voucher and Vacate Inspection form.
6. Up to two (2) relocation claims for up to one (1) temporary relocation, to include the agent's recommendation for move entitlement and temporary housing entitlement, Claim Determination Letter and Relocation Assistance Voucher.
7. Up to one (1) completed temporary relocation file, including relocation agent's diary.

Task 800 Management Reserve (HDR)

Objective:

Provide an allowance for unforeseen costs such as additional submittal reviews beyond the contractual limit, additional onsite observation, or additional sediment sampling. An allowance of \$50,000. Charges to this allowance will not be made without authorization from the City.

Deliverables:

1. Deliverables will be established when the additional funds are authorized.

Exhibit B – Schedule

The schedule for completing Tasks 100 through 600 is 14 months from May 2024 through July 2025.

FEE ESTIMATE

City of Anacortes: Anacortes WWTP Outfall Rebid and ESDC



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total For Proposal
100	Coordination and Project Management	\$155,912	\$3,508	\$0	\$0	\$159,420
200	Engineering Support During Construction	\$402,707	\$9,061	\$250	\$10,300	\$422,318
300	Field Services	\$903,979	\$20,340	\$97,240	\$484,100	\$1,505,659
400	Marine Sediment Sampling	\$15,239	\$0	\$0	\$251,114	\$266,353
500	Construction Close Out	\$33,309	\$1,499	\$670	\$0	\$35,478
600	Material Testing and Special Inspection Services	\$10,971	\$0	\$0	\$39,140	\$50,111
700	Relocation Services	\$47,359	\$0	\$0	\$0	\$47,359
		\$1,569,476	\$34,408	\$98,160	\$784,654	\$2,486,698
Task 800 - Management Reserve Fund						\$ 50,000.00
						\$ 2,536,698.00

LABOR ESTIMATE, HDR ENGINEERING STAFF

City of Anacortes: Anacortes WWTP Outfall Rebid and ESDC

Project Role 2024 Billing Rate*		Bergstrom, Eric C	Packard, Kenneth H	Bromberg, Kevin Matthew (Kevin)	Johnson, Michelle Kathy	Nolan, Laura Anne	Cramer, Jacob Alexander (Jake)	Dunning, Matthew Gregory (Matt)	Scalise, Mary A	Packard, Madeleine Paige (Maddi)	Schmidt, Adam Michael	Jensen, Todd R	Ginther, Cheyenne Lynn	Whelpley, Cynthia Genella (Cyndi)	Byrne, Gary K	Dompier, Charles B Jr (Chuck)	Dolquist, Risa Chuman (Risa)	Bartle, Brian D	Total Labor Hours	Total Labor Dollars
		Project Manager	Project Engineer	Project Accountant	Sr Project Coordinator	Business Class Lead	Controls System EIT	Project Engineer	EIT Sanitary	Project Engineer	CAD Technician	Property	Environmental	Project Engineer	Resident Project Rep.	Resident Project Rep.	QRC	BGM		
		373.98	263.10	121.60	128.64	306.59	123.36	127.74	132.51	203.71	176.29	317.06	151.52	217.79	197.63	166.40	164.61	400.03		
100	Coordination and Project Management	212	50	152	16	52	0	0	0	0	0	78	0	0	0	0	4	4	568	\$ 155,912.12
	Project Setup	8	2	16	4														30	\$ 5,978.20
	Project Mgmt Plan / Const. Quality Mgmt Assurance Plan / HASP	12	2		8							16					4	4	46	\$ 13,374.60
	Interim Operations Plan for DOE	12	8		4														24	\$ 7,107.12
	Quality Assurance Review (Project Approach and Resource Review)	8				40						30							78	\$ 24,767.24
	Coordination and Monitoring	24	4									4							32	\$ 11,296.16
	Coordinate Subconsultants	40	20	16								8							84	\$ 24,703.28
	Invoicing / Status Reporting / EV / WorkPlan	72		120								4							196	\$ 42,786.80
	Project Mgmt Meetings	36	14			12						16							78	\$ 25,898.72
200	Engineering Support During Construction	190	396	0	0	0	20	446	696	42	64	174	0	0	4	0	0	0	2032	\$ 402,707.34
	Schedule of Values Review	8	16					8											32	\$ 8,223.36
	Change Proposal Requests	40	96					90				90							316	\$ 80,248.80
	Work Change Directives	20	96					120		20	40	60							356	\$ 78,215.40
	Change Orders	40	60					80		10		20							210	\$ 49,342.70
	Preconstruction Conference	12	8					8				4			4				36	\$ 9,673.24
	Document Management								696										696	\$ 92,226.96
	Submittal Review	30	40				12	60		4	12								158	\$ 33,818.44
	RFI Review and Response	40	80				8	80		8	12								228	\$ 50,958.44
300	Field Services	132	172	0	0	16	0	292	0	0	0	320	0	0	3200	200	0	0	4332	\$ 903,979.28
	Onsite observation services	80	80			16		80				200			3200	200			3856	\$ 795,199.04
	Review Applications for payment	16	40					12				40							108	\$ 30,722.96
	Monitor schedule	12	12					40				40							104	\$ 25,436.96
	Prepare and coordinate field orders (incidental to onsite services)																	0	\$ -	
	Coordinate weekly construction meetings.	24	40					160				40							264	\$ 52,620.32
400	Marine Sediment Sampling	12	12	0	0	0	0	12	0	0	0	0	40	0	0	0	0	0	76	\$ 15,238.64
	Coordinate marine sediment sampling	8	12					12											32	\$ 7,681.92
	Provide review and assist with regulatory agency review	4											40						44	\$ 7,556.72
																			0	\$ -
500	Construction Close Out	6	6	0	0	0	0	32	0	0	40	8	0	0	80	0	0	0	172	\$ 33,308.64
	Review substantial completion submittal	4	2					8				8			40				62	\$ 13,485.72
	Monitor punchlist items							8						40					48	\$ 8,927.12
	Record Drawings	2	4					16			40								62	\$ 10,895.80
600	Material Testing and Special Inspection Services	0	0	0	0	0	0	24	0	0	0			0	40	0	0	0	64	\$ 10,970.96
	Coordinate materials testing							24							40				64	\$ 10,970.96
700	Relocation Services	0	0	0	16	0	0	0	0	0	0			208	0	0	0	0	224	\$ 47,358.56
	Status Reporting													20					20	\$ 4,355.80
	Draft Acquisition Policy & Relocation Appeal Process				8									14					22	\$ 4,078.18
	Relocation Plan				8									24					32	\$ 6,256.08
	Relocation Advisory Services													78					78	\$ 16,987.62
	File Closeout													72					72	\$ 15,680.88
Task Total Hours		552.00	636.00	152.00	32.00	68.00	20.00	806.00	696.00	42.00	104.00	580.00	40.00	208.00	3324.00	200.00	4.00	4.00	7468.00	
Task Total Fee		\$ 206,436.96	\$ 167,331.60	\$ 18,483.20	\$ 4,116.48	\$ 20,848.12	\$ 2,467.20	\$ 102,958.44	\$ 92,226.96	\$ 8,555.82	\$ 18,334.16	\$ 183,894.80	\$ 6,060.80	\$ 45,300.32	\$ 656,922.12	\$ 33,280.00	\$ 658.44	\$ 1,600.12		\$ 1,569,475.54
*Rates are for 2024 and subject to actual escalation																				

EXPENSES

City of Anacortes: Anacortes WWTP Outfall Rebid and ESDC

	Meals/day	Per Diem Lodging/Meals	Mileage/mile (2023)	Copies/Page 8.5x11 B&W	Copies/Page 8.5x11 Color		Total ODC
	Travel		Travel	Office Expenses	Office Expenses		
OTHER DIRECT COSTS		Each	Each	Each	Each		
Unit Cost		\$100.000	\$195.000	\$0.670	\$0.050	\$0.450	

200	Engineering Support During Construction						
	Quantity	0	0	0	500	500	
	Task Total	\$0.00	\$0.00	\$0.00	\$25.00	\$225.00	\$250.00

300	Field Services						
	Quantity	40	406	21000	0	0	
	Task Total	\$4,000.00	\$79,170.00	\$14,070.00	\$0.00	\$0.00	\$97,240.00

500	Construction Close Out						
	Quantity	0	0	1000	0	0	
	Task Total	\$0.00	\$0.00	\$670.00	\$0.00	\$0.00	\$670.00

Total ODC		\$ 4,000.00	\$ 79,170.00	\$ 14,740.00	\$ 25.00	\$ 225.00	\$ 98,160.00

SUBCONSULTANTS

City of Anacortes: Anacortes WWTP Outfall Rebid and ESDC

	AUS	CME	Geosyntec	GeoEngineers	MTC	NW Corrosion	David Evans Associates	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS										

3.00%

200	Engineering Support During Construction										
	Task Total	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$300.00	\$10,300.00
300	Field Services										
	Task Total	\$232,000.00	\$44,000.00	\$0.00	\$175,000.00	\$0.00	\$9,000.00	\$10,000.00	\$470,000.00	\$14,100.00	\$484,100.00
400	Marine Sediment Sampling										
	Task Total	\$0.00	\$2,000.00	\$241,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$243,800.00	\$7,314.00	\$251,114.00
600	Material Testing and Special Inspection Services										
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00	\$1,140.00	\$39,140.00
Total Subconsultants		\$ 232,000.00	\$ 56,000.00	\$ 241,800.00	\$ 175,000.00	\$ 38,000.00	\$ 9,000.00	\$ 10,000.00	\$ 761,800.00	\$ 22,854.00	\$ 784,654.00



City Council Agenda Bill

Meeting Date: April 22, 2024 **Agenda Item:** 7.g.

Agenda Item Title: Contract Award - Wastewater Treatment Plant (WWTP)
Administration Building Addition - Design #24-139-SEW-001

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jordan Boggs	Contract Award
Andrew Rheume	

Item Summary: The architectural firm, Zervas, along with their subcontractors for civil, structural, mechanical, and electrical engineering will provide schematic design, permitting, construction documents, bidding and construction administration services for an addition to the existing 32-year old Wastewater Treatment Plant. The lump sum basis for these services is \$149,810.00 with an additional time and materials estimate for administrative services not to exceed \$179,810.00. Design deliverables are anticipated by late summer, proceeding to construction bidding in October. Project construction will continue into 2025. Funding for this project is identified in the 2024 Capital Facilities Plan under Admin Building Expansion (\$676,000) and Admin Building Boiler and Controls (\$170,000). This project, when completed, will provide certain updated environmental controls, limited interior modifications, and 1,356 square feet of additional floor space which will contain additional needed office space, additional laboratory counter space, storage, a training/conference room, and accommodation for overnight and on-call Operators.

Background:

1. **History:** The layout and build of the current Administration Building has not changed since the wastewater treatment plant was built 32 years ago. In addition to requiring upgrades to the environmental controls, the space itself needs to be expanded to accommodate the current and coming operational needs. Nearly all of the greenfield areas within the footprint of the existing WWTP are unavailable for additional administrative structures as they are being held open for future process expansions. Thus, the most economically feasible means of expanding administrative work space is to "bump out" the existing building. The square footage being proposed is being done so to accommodate the needs of the existing staff as well as provide space for the future. Two

Supervisor offices will be provided for those who do not currently have dedicated office space. Rearrangement of the Supervisory staff will allow for a 25% increase in usable laboratory space for additional analysis. Creation of a dedicated training/conference room will be a first for the plant, currently only the lunch room is available for meeting space and does not accommodate the ongoing operation of the plant in addition to meeting and training needs.

Several additional computer terminals will be provided for Operators whose job responsibilities increasingly require using a computer to track work. The remaining square footage will include much needed storage, at least one future office space, and an overnight space for the Operators (78% of which do not live on Fidalgo Island) who are increasingly being required to work overnight either on overtime or on-call basis. This expansion of administrative workspace should meet the needs of the coming decades and the process upgrades to come in the future.

2. Key Terms:

- Contract is on a time and materials basis not-to-exceed \$179,810.00.
- The period of performance is from inception through November 2, 2024.

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

Budget Impact:

Consultant	Zervas Group Architects
Contract Amount	\$179,810.00
Earmarked Funds	Admin Building Expansion - \$676,000 Admin Building Boiler and Controls - \$170,000
BARS #	440.750.594.35.62
Budget Amendment Required?	No
Start Date	Inception
End Date	November 2, 2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-139-SEW-001 with Zervas Group Architects in the amount of \$179,810.00

to provide schematic design, permitting, construction documents, bidding and construction administration services for the WWTP Administration Building addition.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-139-SEW-001



AGREEMENT #24-139-SEW-001

Between THE CITY OF ANACORTES AND ZERVAS GROUP ARCHITECTS

WWTP Administration Building Addition - Design

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide schematic design, permitting, construction documents, bidding and construction administration services for the renovation and addition to existing the Wastewater Treatment Plant (WWTP) administration building at 500 T Ave, Anacortes, WA 98221. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Logan Lee, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **One Hundred Seventy-Nine Thousand Eight Hundred Ten Dollars (\$179,810.00)**. The billable rates for services provided shall be in accordance with Exhibit B, and the estimated total cost per service is detailed in Exhibit C, both of which are attached hereto and incorporated by reference.

3. **Period of Performance.** The period of performance under this Agreement is from inception through November 2, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

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

20. Right to Terminate Agreement.

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

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

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

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

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

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

25. Disputes

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

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

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

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

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

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

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

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

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

31. **Notices.** 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:
Zervas Group Architects
Jeb Ballew
209 Prospect Street
Suite 1
Bellingham, WA 98225
jed@zervasgroup.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

ZERVAS GROUP ARCHITECTS

By _____

By _____

Date _____

Title _____

Date _____

March 15, 2024

Mr. Brian Walker

Re: City of Anacortes Wastewater Treatment Plant Fee Proposal for Architectural Design Services

Page 2

remodel to the existing office layout. The design will include an optional addition and cost estimate for a 300 square foot building extension (red hatched area per plan).

The scope of the design includes Architectural, Civil, Structural, Mechanical, Electrical and Plumbing Engineering for the remodel and addition as well as replacement of the building's central boiler unit. The Proposals for consulting engineering services are by separate contract through Zervas.

The existing building is a one-story, slab-on-grade structure with wood framed interior framing and concrete masonry unit exterior walls, aluminum windows and a standing seam metal roof. The proposed exterior renovation will include similar construction methods with alterations to the exterior finishes and exterior wall assemblies based on available materials and current Washington State Energy Code requirements. The client's goal is that the new building addition finishes be similar and have a complimentary appearance to the older structure.



March 15, 2024

Mr. Brian Walker

Re: City of Anacortes Wastewater Treatment Plant Fee Proposal for Architectural Design Services

Page 3



EXISTING BUILDING IMAGES

Architectural services will include the following:

- Review existing building systems and materials in conjunction with the previous Schematic Design Documents and provide recommendations for updates.
- Provide Schematic Design Drawing Set and Basis of Design Narrative for proposed architectural building materials and systems for Pricing.
- Identify Washington State Energy Code credits for remodel/addition
- Schematic Design Cost Estimate with breakdown by proposed areas of work.
- Support Subconsultants through all phases of design necessary for cost estimating, permitting, bidding and construction.
- Coordinate with regulatory agencies and stakeholders
- Construction Documents Cost Estimate with breakdown by proposed areas of work.
- Attend remote design meetings (10 total)
- Attend meetings on site (6 total)

March 15, 2024

Mr. Brian Walker

Re: City of Anacortes Wastewater Treatment Plant Fee Proposal for Architectural Design Services

Page 4

Zervas will include the following deliverables:

Schematic Design Drawings

Schematic Basis-of-design Narrative

listing products and systems that are the basis for the Cost Estimate

Mechanical Engineering Proposal is included separately and will as a subconsultant to Zervas
(Zervas Architects will coordinate with Mechanical Engineer)

50% Construction Documents Drawings

90% Construction Documents Permit Set

Bidding Documents including Construction Documents and Project Specifications

Cost Estimates for Schematic Design and Construction Documents

Proposed Fee:

(fees are lump sum except as noted)

Schematic Design \$5,000.00

- Conceptual Floor Plan
- Building Furniture, Fixtures and Equipment incorporation where information has been provided by the Owner.
- 3d modeling for exterior massing and study of interior and exterior elements
- Client and Jurisdiction Meetings as needed
- Support Consultants in developing Basis of Design Schematic Design Drawings and Narrative
- Support Civil Engineer in site plan design

• Preliminary Cost Estimate \$ 2,500.00

March 15, 2024

Mr. Brian Walker

Re: City of Anacortes Wastewater Treatment Plant Fee Proposal for Architectural Design Services

Page 5

Permitting and Construction Documents

\$30,000.00

- Complete Set of Permit, Bidding and Construction Documents including Project Specifications
- Code Analysis, Exiting, Assemblies/Schedules
- Existing Conditions/Demo Plans
- Site Plan
- Floor and Roof Plans
- Exterior Elevations
- Window/Door Types
- Building Sections
- Wall Sections
- Exterior Details
- Coordinating with consultants
- 2021 WA State Non-Residential Energy Code Compliance
 - o Selection of building materials to meet Energy Code Requirements
 - o Submit Energy Code Forms with support from Mechanical and Electrical Subs
- Permitting
 - o Submit Permit Application Forms
 - o Respond to questions and comments from reviewer during permitting process
 - o Revise drawings to comply with code requirements as required by the City of Anacortes and other regulatory agencies having jurisdiction
- Construction Cost Estimate \$ 2,500.00

Bidding

\$5,000.00

- Drawing QC and Updates for Constructability
- Limited Value Engineering that does not require building redesign and extensive changes to the Documents
- Pre-bid Meeting
- Issue clarifications as Addenda
- Bid Opening

* Construction Administration and Closeout

\$30,000.00 estimate

- Bi-Weekly or impromptu site or office meetings
- Responding to contractor submittals and requests for information
- Punchlist and project closeout

March 15, 2024

Mr. Brian Walker

Re: City of Anacortes Wastewater Treatment Plant Fee Proposal for Architectural Design Services

Page 6

*Construction Administration to be charged as Time and Materials. The amount listed above is an estimated fee for Construction Administration Services based on recent past experience.

Basic Services Fee Total	\$ <u>75,000.00</u> ¹
--------------------------	----------------------------------

Basic services fee total does not include reimbursable expenses.¹

24-139-SEW-001
Exhibit B
Z E R V A S

2024 Fee Schedule

Professional Services

Services outlined under the Scope of Services shall be provided on a time basis computed as follows:

Principals I:	\$175.00 per hour
Associate I:	\$150.00 per hour
Associate II:	\$135.00 per hour
Associate III:	\$130.00 per hour
Staff Level I:	\$120.00 per hour
Staff Level II:	\$110.00 per hour
Staff Level III:	\$100.00 per hour
Administrative:	\$70.00 per hour

Reimbursable Expenses

The following expenses will be reimbursed at cost (Zervas may elect to charge 10% markup) and are not included in the fee for Professional Services:

Photocopying, printing and other reproductions of drawings, specifications, correspondence, etc.
Conversion of documents to digital media.
Materials and supplies for models, illustrations, rendering and photography when requested.
Postage and shipping expenses.
Fees for special consultants retained with the approval of the client.
Mileage to be reimbursed at the standard rate.
Multiple reuse of existing plans: \$500 plus hourly fee to modify as needed.

Extra Services: Extra services will be provided on an hourly basis at the rates indicated above.

24-139-SEW-001
Exhibit C
Z E R V A S

Architectural Design Services Fee:	<u>\$75,000.00</u>
Structural Engineering Design Services Fee:	<u>\$14,900.00</u>
Electrical Engineering Design Services Fee:	<u>\$10,000.00</u>
Mechanical Engineering Design Services Fee:	<u>\$62,410.00</u>
Civil Engineering Design Services Fee:	<u>\$17,500.00</u>
Combined Fee:	<u>\$179,810.00</u>

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).