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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

August 12, 2024
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Finance Committee (Report)
 - b. Planning Committee (Report)
 - c. Port / City Liaison Committee (Report)
 - d. Public Safety Committee (Report)
 - e. Economic Development Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of August 5, 2024 (Action)
 - b. Approval of claims in the amount of \$1,200,205.71 (Action)
 - c. Contract Award: Senior Center A/C Furnace System #24-218-FAC-001 (Action)
6. **Other Business**
 - a. * Pavement Management Presentation (Presentation)
 - b. Resolution 3162: Waiving Competitive Bidding Requirements for WWTP NOV/Moyno Positive Displacement Pumps, Parts, and Components (Discussion/Action)
 - c. * Movie Theater Purchase and Sale Agreement (Action)
7. **Adjournment**

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

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

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

August 12, 2024
6:00 p.m.

Anacortes City Council Minutes - August 5, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of August 5, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Bruce McDougall were present. Councilmember Amanda Hubik was absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Executive Session

At 6:02 pm, Mayor Miller announced that the City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 (1) for approximately 15 minutes to discuss a potential real estate transaction. At 6:38 pm, Mayor Miller reconvened the regular meeting and reported that no action had been taken during the executive session.

Announcements and Committee Reports

Mayor Miller thanked fiber customers for their patience and commended staff for their work during an outage over the weekend caused by a cut line. He then reminded the public that tomorrow from 6-8 pm is National Night Out at Storvik Park, announced that the public can participate in the [Washington State Ferries online open house](#) through August 23rd, and that August 6th is election day with ballots due by 8 pm.

Fiber Committee

Administrative Services Director Emily Schuh provided an update regarding an outage to the fiber system on Friday morning that impacted approximately 950 customers and the considerable staff effort required to repair the damaged line, reporting that the majority of customer service was restored by Saturday night and service was completely restored by 8:18 pm on August 3rd.

Mr. Young related his previous experience working for a large fiber utility company and noted that outages are unfortunately an expected occurrence in the course of business.

Ms. Moulton asked how the line cut occurred. Ms. Schuh responded that an underground line had been cut by an external contractor and that a full investigation into the incident is ongoing for possible restitution to compensate for the additional staff time required to repair the affected area. Ms. Moulton asked that the details of exactly how it occurred be ascertained in order to mitigate similar future incidents.

Mr. Fantini asked about the investigation process and city fiber customer notification protocols in the event of an outage. Ms. Schuh responded that the city is looking at text notification systems that would notify affected customers of outages.

Mr. Walters expressed appreciation for staff efforts to restore service after the outage and suggested that an estimated time of repair would have been helpful to affected customers. He then mentioned possible geographic redundancy measures to provide alternate service pathways in the event of an outage and asked for improvement in the content and methods of communications to subscribers.

Housing Affordability and Community Services Committee

Ms. Moulton reported that the Housing Affordability and Community Services Committee did not meet the previous week.

Finance Committee

Ms. Cleland-McGrath reported from the Finance Committee meeting held July 25th. The topics discussed included increased tipping fees for solid waste and how that would affect customer rates, the enterprise resource planning application replacement process, and recent sales tax trends.

Economic Development Committee

Mr. Young reported from the Economic Development Committee meeting held July 26th. The meeting included a discussion with community stakeholders including the Port of Anacortes, Anacortes Chamber of Commerce, Island Health, and Holly Frontier Sinclair regarding the process in cooperation with Western Washington University Institute of Economic Development.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

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

a. Minutes of July 22, 2024

b. Approval of claims in the amount of \$1,300,436.14

The following vouchers/checks were approved for payment:

EFT numbers: 109999 through 110059, total \$ \$1,203,318.08

Check numbers: 110060 through 110093, total \$ \$63,366.03

Wire transfer numbers: 351402 through 352105, total \$ \$33,752.03

c. Contract Award: WTP Filter and Backwash Study #24-208-WTR-001

d. Contract Award: WWTP Pump Station 4 Flowmeter Vault #24-209-SEW-001

e. Contract Award: WWTP Pump Station 14 Replacement Pump #24-210-SEW-001

f. Reimbursement Agreement IAA25207 for Blake Decision 7/1/24-6/30/25 #24-211-MCT-001

g. Resolution 3161: Establishing a Docket for the 2025 Comprehensive Plan and Development Regulations Periodic Update

h. Contract Award: Commercial Ave Corridor Plan Phase 1 WSDOT Project Reviews #19-095-TRN-004

i. Contract Award: 22nd Street Pedestrian Improvement Project #24-216-TRN-001

Public Hearings

2024-2029 Capital Facilities Plan Amendment

At 7:01 pm, Mayor Miller opened the advertised public hearing for the proposed amendment to the 2024-2029 Capital Facilities Plan. Finance Director Steve Hoglund detailed the proposed amendment to the 2024-2029 Capital Facilities Plan, referring to a slide presentation that was included in the packet materials for the meeting.

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

At 7:03 pm, Mayor Miller closed the public hearing.

Other Business

Ordinance 4084: 2024-2029 CFP Amendment

Finance Director Steve Hoglund detailed the provisions of proposed Ordinance 4084 that would amend the 2024-2029 Capital Facilities Plan to accelerate a project to replace discharge meters at the water treatment plant

and a reduction in the Finance Department professional services budget.

Discussion topics included:

- How amending the budget would negate the spending on the OpenGov subscription.
- Other areas where budget efficiencies could be realized.
- Operating conservatively during times of economic uncertainty.
- Federal Emergency Management Agency funding coverage for 2024 discharge meter project costs.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to waive the two-read rule for ordinances and approve Ordinance 4084.

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

Ordinance 4085: 2024 2Q Budget Amendment

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

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to waive the two-read rule and adopt Ordinance 4085.

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

Wastewater Treatment Plant Outfall Relocation Project Update

City Engineer Logan Lee provided an update on the Wastewater Treatment Plant Outfall Relocation project, referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item.

John Wilkinson of Anacortes mentioned that there are communication challenges regarding the project, that he and other neighbors had not received a pre-blast survey, and that there was a bit of anxiety and confusion in the neighborhood regarding the project timeline.

Discussion topics included:

- Properties on the list for notification for blasting activities.
- The current construction schedule on the website.
- Reassuring the neighborhood even if there is no new information.
- Advance notice for blasting activities.
- Number of households within 200 feet of the blast zone.
- When pipe sinking will occur.

Adjournment

There being no further business, at approximately 7:35 p.m. the Anacortes City Council meeting of August 5, 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 August 12, 2024 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352477	11/1/2023	9170254877	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - NOVEMBER 2023	\$ 688.70	pw1
352510	1/18/2024	1/18/2024	WESTERN DISPLAY FIREWORKS, LTD	2024 FOURTH OF JULY FIREWORKS DISPLAY - FINAL INSTALLMENT	\$ 21,000.00	parks1
352472	2/26/2024	11716	DALTON, OLMSTED & FUGLEVAND	WATER TREATMENT PLANT SINKHOLE MONITORING - 11/1/23-1/31/24	\$ 1,452.00	pw1
352474	3/21/2024	11785	DALTON, OLMSTED & FUGLEVAND	WATER TREATMENT PLANT SINKHOLE MONITORING - 2/1/24-2/29/24	\$ 491.75	pw1
352478	4/1/2024	9170256237	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - APRIL 2024	\$ 688.70	pw1
352358	4/8/2024	24B-070	WSI POLYGRAPH SERVICE	PRE-EMPLOYMENT POLY; J CARTER	\$ 220.00	apd
352479	5/1/2024	9170256606	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - MAY 2024	\$ 688.70	pw1
352381	5/22/2024	47601	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 310.30	dshop
352480	6/1/2024	9170256830	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - JUNE 2024	\$ 688.70	pw1
352487	6/21/2024	307312	CIVICPLUS, INC.	CITY WEBSITE OUTSIDE NETWORK IDP AUTHENTICATION METHOD 6/17/24-12/31/24	\$ 2,331.67	infosys
352476	6/30/2024	1451	WIDENER & ASSOCIATES	WWTP OUTFALL - PERMITTING & MONITORING SERVICES - JUNE 2024	\$ 23,846.06	pw1
352397	6/30/2024	16-687	LOUIS NUTTER SR	WTP LAGOON STOCKPILE REMOVAL	\$ 38,010.00	dwtpt
352409	6/30/2024	17092 - 37	H W LOCHNER, INC	R AVE LONG-TERM IMPROVEMENT - ENGINEERING - 5/25/24-6/30/24	\$ 12,225.83	pw1
352410	6/30/2024	22409 - 6	H W LOCHNER, INC	CITY ENGINEER OF RECORD FOR STREETS AND STORMWATER - 5/25/24-6/30/24	\$ 3,869.56	pw1

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352405	6/30/2024	28515159	KIMLEY-HORN AND ASSOCIATES, IN	SAFE STREETS AND ROADS FOR ALL (SS4A) SAFETY ACTION PLAN THROUGH 6/30/24	\$ 3,935.58	pw1
352475	6/30/2024	88751	SOUND DEVELOPMENT GROUP, LLC	F4 SUB-BASIN STORM PROJECT - O AVE BETWEEN 34TH & 32ND STREET	\$ 6,812.50	pw1
352408	7/1/2024	7/1/2024	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - JULY 2024	\$ 5,000.00	apd
352481	7/1/2024	9170257101	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - JULY 2024	\$ 762.64	pw1
352543	7/2/2024	61355	AMERICAN DISTRIBUTING COMPANY	SUPPLIES FOR STREET DEPT	\$ 10,035.71	dshop
352386	7/10/2024	44400832	TWO RIVERS TERMINAL, LLC	CHEMICAL DELIVERY	\$ 10,036.42	dwwtp
352406	7/11/2024	1200636703	HDR ENGINEERING, INC	CITY ENGINEER ON CALL - WATER AND WASTEWATER - 3/31/24-6/29/24	\$ 1,360.16	pw1
352469	7/11/2024	25933	ANCHOR QEA, INC	FORMER WTP MATTER NO. 96	\$ 12,117.13	pw1
352363	7/16/2024	700000075	FAMILY CARE NETWORK PLLC	PRE-EMPLOYMENT MEDICAL; J CARTER	\$ 281.60	apd
352219	7/18/2024	362292	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 1,168.95	pwfac
352217	7/20/2024	0046386-1	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 17,893.03	wdist
352151	7/20/2024	9969557861	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATIONS - 6/21-7/20/24	\$ 1,243.84	dwwtp
352224	7/22/2024	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 6/18-7/18/24	\$ 13.00	parks1
352504	7/23/2024	1255576864	GRAY, MATTHEW	DENTAL SERVICES, LEOFF 1 RETIREE. W. ROSS	\$ 279.00	hr
352351	7/24/2024	46833	SKAGIT PUBLISHING LLC	PUBLISH AA-537339	\$ 117.74	plan
352360	7/25/2024	46840	SKAGIT PUBLISHING LLC	PUBLISH SVH-540241	\$ 75.32	pw1
352216	7/25/2024	7414669	US BANK	NAUTIREF17 ADMINISTRATION FEES - IN ADVANCE 07/01/2024 - 06/30/2025	\$ 200.00	finance
352214	7/25/2024	7414670	US BANK	ANAUTIREF20 ADMINISTRATION FEES - IN ADVANCE 07/01/2024 - 06/30/2025	\$ 350.00	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352213	7/25/2024	7414671	US BANK	ANAUTIREF22 ADMINISTRATION FEES - IN ADVANCE 07/01/2024 - 06/30/2025	\$ 200.00	finance
352366	7/26/2024	123671	PET EMERGENCY CENTER	WELLNESS CHECK; APD CASE 24-A04726	\$ 73.99	apd
352152	7/27/2024	281223	LAKESIDE INDUSTRIES, INC.	ASPHALT FOR OPS PARKING LOT	\$ 39,636.12	dshop
352380	7/27/2024	281463	LAKESIDE INDUSTRIES, INC.	1 1/4" - 3/8 ROCK SALES	\$ 322.31	dshop
352361	7/28/2024	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 7/28-8/27/24	\$ 99.50	apd
352403	7/28/2024	360-299-0973-1017915	ZIPLY FIBER	WWTP 7/28-8/27/24	\$ 513.66	dwwtp
352488	7/28/2024	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 7/28-8/27/2024	\$ 70.00	publib
352288	7/28/2024	360-299-3674-0214175	ZIPLY FIBER	OPS 7/28-8/27/24	\$ 83.92	dshop
352359	7/28/2024	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 7/28-8/27/24	\$ 87.05	apd
352146	7/29/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 6/1-7/1/24	\$ 4,361.64	dshop
352147	7/29/2024	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 6/7-7/8/24	\$ 78.97	dshop
352148	7/29/2024	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 6/28-7/29/24	\$ 38.28	dshop
352484	7/29/2024	9338252035	GRAYBAR ELECTRIC COMPANY, INC	INDOOR/OUTDOOR FIBER CABLES	\$ 7,503.94	fiber
352211	7/29/2024	I6775075	HD FOWLER COMPANY INC	OUTFALL PROJECT	\$ 2,695.20	dwwtp
352347	7/30/2024	0002129402	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 36.22	medic
352144	7/30/2024	24-20290	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT NUTRIENTS MONTHLY	\$ 99.45	dwwtp
352145	7/30/2024	24-20367	EDGE ANALYTICAL, INC	LAB TESTING - INFLUENT NITROGEN MONTHLY	\$ 40.80	dwwtp
352286	7/30/2024	24-52565	BUDGET TOWING & AUTO REPAIR	SCRAP TOW FOR POLICE DEPT	\$ 1,131.52	dshop
352382	7/30/2024	48460	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 97.82	dshop
352399	7/30/2024	5886	OLSEN ENTERPRISES, LLC	ACFL PETERSON HAZARD TREE REMOVAL	\$ 4,352.00	parks1
352348	7/31/2024	0002130469	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 137.59	medic
352401	7/31/2024	0724	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - JULY 2024	\$ 720.00	pkrec

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352407	7/31/2024	1200639792	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 6/2/24-6/29/24	\$ 2,640.09	pw1
352467	7/31/2024	15044	ENVIROCARE INTERNATIONAL, INC,	MAINTENANCE SUPPLIES - INCINERATOR - MERCURY MODULE	\$ 27,430.48	dwwtp
352489	7/31/2024	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 7/2-7/31/2024	\$ 12.79	publib
352490	7/31/2024	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 7/2-7/31/2024	\$ 26.38	publib
352289	7/31/2024	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 7/2-7/31/24	\$ 9.38	dshop
352290	7/31/2024	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 7/2-7/31/24	\$ 5.36	dshop
352215	7/31/2024	24-20408	EDGE ANALYTICAL, INC	LAB TESTING - ASH ANNUAL	\$ 476.85	dwwtp
352153	7/31/2024	24-21295	EDGE ANALYTICAL, INC	WATER ANALYSIS - TOC AT PLANT	\$ 134.00	dwwtp
352369	7/31/2024	240869	T-SHIRTS BY DESIGN	EMBROIDERED LOGO	\$ 19.58	medic
352496	7/31/2024	3549	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	\$ 301,796.73	fiber
352495	7/31/2024	39999	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES	\$ 848.00	hr
352210	7/31/2024	4070120	UTILITIES UNDERGROUND LOCATION	JULY LOCATE TICKETS	\$ 343.20	dshop
352400	7/31/2024	44416185	LINDE GAS & EQUIPMENT INC.	MAINTENANCE - INCINERATOR CYLINDER RENTAL	\$ 332.71	dwwtp
352370	7/31/2024	46916	SKAGIT PUBLISHING LLC	PUBLISH AA-539950	\$ 44.66	finance
352371	7/31/2024	46917	SKAGIT PUBLISHING LLC	PUBLISH AA-540247	\$ 56.84	finance
352468	7/31/2024	5185	SOFTRESOURCES LLC	ERP SOFTWARE SELECTION - CONSULTING SERVICES - THROUGH JULY 2024	\$ 11,389.64	admsrv
352493	7/31/2024	5223142391	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 691.58	hr
352357	7/31/2024	6123	BESTLINE LTD	UNIFORM SHIRTS/POLOS	\$ 157.00	apd
352377	7/31/2024	BINVV0011639	GOBLE SAMPSON ASSOCIATES, INC	MAINTENANCE SUPPLIES	\$ 1,021.76	dwwtp
352291	7/31/2024	INV488170	RESA POWER SOLUTIONS	MAINTENANCE SUPPLIES - INCINERATOR	\$ 435.20	dwwtp
352398	7/31/2024	Pay App 2	C JOHNSON CONSTRUCTION, INC	2024 WATERLINE REPLACEMENT PROJECT	\$ 237,374.65	pw1
352149	7/31/2024	ReimbFantini	FANTINI, THOMAS	AWC CONFERENCE LODGING REIMBURSEMENT	\$ 794.76	executive
352150	7/31/2024	ReimbMoulton	MOULTON, CAROLYN	AWC ANNUAL CONFERENCE LODGING REIMBURSEMENT	\$ 516.88	executive

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352499	7/31/2024	SO00348350	WOOD'S LOGGING SUPPLY	PART FOR EQUIP #2902	\$ 175.26	dshop
352492	8/1/2024	0542005-001	UNUM LIFE INS CO OF AMERICA	AUGUST - UNUM LONG TERM CARE INSURANCE	\$ 1,247.70	hr
352485	8/1/2024	1080	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - AS NEEDED - CITY HALL & SENIOR CENTER - JULY 2024	\$ 5,400.00	pw1
352221	8/1/2024	1082	BE ENTERPRISES LLC	PUBLIC RESTROOM CLEANING SERVICES JULY 2024	\$ 3,575.10	plan
352483	8/1/2024	1083	BE ENTERPRISES LLC	2024 JANITORIAL SERVICES - JULY 2024	\$ 4,327.30	pw1
352374	8/1/2024	1398460-0043-8	WASTE MANAGEMENT	JULY 2024 CONTRACTED SERVICES	\$ 152,041.65	finance
352226	8/1/2024	145075	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	\$ 270.00	parks1
352379	8/1/2024	291505	REECE, STORMIE	DEPOT JANITORIAL SERVICE FOR JULY	\$ 1,672.00	parks1
352346	8/1/2024	3224	OAB ENGINEERING, LLC	STA 3: AUGUST	\$ 150.00	medic
352218	8/1/2024	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 7/28 TO 8/27/2024	\$ 93.08	finance
352500	8/1/2024	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 07/01-07/31/24	\$ 56.00	finance
352285	8/1/2024	5069888628	RICOH USA, INC	S/N C86111692 ENG 5/1-7/31/24	\$ 43.42	finance
352352	8/1/2024	5761	SKAGIT COUNTY PUBLIC HEALTH	2ND QTR CITY SHARE OF LIQUOR TAX	\$ 6,315.08	finance
352375	8/1/2024	7383582974	CARDINAL HEALTH 110, INC.	PHARMA: MORPHINE	\$ 38.34	medic
352482	8/1/2024	9170257406	SCHINDLER ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE - AUGUST 2024	\$ 762.64	pw1
352402	8/1/2024	9202556289	GRAINGER	MAINTENANCE SUPPLIES	\$ 120.66	dwwtp
352368	8/1/2024	E 202408010076	SIMPLIFILE, LC	ISLES PUD HOA EASEMENT	\$ 317.38	fiber
352362	8/1/2024	E 202408010080	SIMPLIFILE, LC	4208 OSPREY LANE EASEMENT	\$ 317.38	fiber
352367	8/1/2024	E 202408010081	SIMPLIFILE, LC	4206 OSPREY LANE EASEMENT	\$ 317.38	fiber
352395	8/1/2024	JUL 2024	THE LAW OFFICE OF	PROSECUTION SERVICES -JULY	\$ 8,500.00	attorney
352396	8/1/2024	JUL CC	THE LAW OFFICE OF	PROSECUTION SERVICES - CC JUL	\$ 1,237.50	attorney
352353	8/1/2024	I2500139	WASHINGTON STATE PATROL	BACKGROUND CHECKS; JULY 2024	\$ 132.50	apd
352222	8/1/2024	LTAC.2024.TULIP	SKAGIT VALLEY TULIP FESTIVAL	SPONSOR BROCHURES FOR TULIP FESTIVAL.LTAC FUNDING	\$ 2,500.00	plan
352344	8/2/2024	08/02/24	ISLAND HOSPITAL	JULY AMBULANCE SUPPLIES	\$ 2,428.19	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
352486	8/2/2024	126000	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2024 - REMOVE HIGH PRESSURE PUMP AT WTP	\$ 5,902.91	dwtp
352349	8/2/2024	1496538	LIFE ASSIST, INC	AIRWAY KITS, INFUSER BAGS, EXAM GLOVES,	\$ 669.26	medic
352350	8/2/2024	1496539	LIFE ASSIST, INC	COLLARS, EAR SENSORS, BP UNITS	\$ 900.02	medic
352383	8/2/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 6/29-7/30/24	\$ 34.36	dshop
352378	8/2/2024	47132	SKAGIT PUBLISHING LLC	PUBLISH SVH-543515	\$ 64.56	pw1
352372	8/2/2024	7383756724	CARDINAL HEALTH 110, INC.	PHARMA: DILTIAZEM, NITROGLYCERIN	\$ 417.48	medic
352376	8/2/2024	WA07-00238374	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES	\$ 2,759.86	dwwtp
352354	8/3/2024	00005W5A83314	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 8-3-24	\$ 12.44	apd
352404	8/5/2024	August 2024	COMMUNITY ACTION OF SKAGIT CTY	ANACORTES COMMUNITY ACTION OFFICE & CARE SPECIALIST - AUGUST 2024	\$ 5,000.00	plan
352388	8/5/2024	RefundGeer	GEER, DANIEL	WA PARK CAMPING REFUND	\$ 35.00	parks1
352394	8/5/2024	RefundJohnson	JOHNSON, GREGG	WA PARK CAMPING REFUND	\$ 91.00	parks1
352389	8/5/2024	RefundKennedy	KENNEDY, KEVIN	WA PARK CAMPING CANCELLATION	\$ 425.00	parks1
352385	8/5/2024	RefundOlson	OLSON, MASON	WA PARK CAMPING REFUND	\$ 27.00	parks1
352393	8/5/2024	RefundPlace	PLACE, MELISSA	WA PARK CAMPING REFUND	\$ 59.00	parks1
352384	8/5/2024	RefundSinclair	SINCLAIR, KATY	WA PARK CAMPING REFUND	\$ 59.00	parks1
352392	8/5/2024	RefundStrickland	STRICKLAND, MARIA	WA PARK CAMPING REFUND	\$ 70.00	parks1
352390	8/5/2024	RefundTeal	TEAL, MICHAEL	WA PARK CAMPING CANCELLATION	\$ 45.00	parks1
352391	8/5/2024	RefundTitus	TITUS, ROBERT	WA PARK CAMPING REFUND	\$ 59.00	parks1
352387	8/5/2024	RefundTriminio	TRIMINIO COLINDRES, ALISSA	WA PARK CAMPING REFUND	\$ 40.00	parks1
352498	8/6/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JULY JAIL TAX PAYMENT PER CONTRACT	\$ 89,861.80	finance
352508	8/6/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	JULY AFFORDABLE HOUSING TAX PAYMENT	\$ 32,598.08	finance
352509	8/6/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	JULY AFFORDABLE HOUSING TAX PAYMENT	\$ 32,598.08	finance
352506	8/6/2024	23-102-SEW-0021	MCCLURE & SONS, INC, LES MCCLURE	RETAINAGE RELEASE	\$ 8,229.86	pw1
352503	8/6/2024	24-141-WTR-0011	SLABJACK NW, LLC	RETAINAGE RELEASE	\$ 828.00	pw1
352471	8/6/2024	24-20400	EDGE ANALYTICAL, INC	LAB TESTING - EFFLUENT METALS AND TOC QUARTERLY	\$ 247.35	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
	Total				\$ 1,200,205.71	



City Council Agenda Bill

Meeting Date: August 12, **Agenda Item:** 5.c.
2024

Agenda Item Title: Contract Award: Senior Center A/C Furnace System #24-218-FAC-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 consent to award a contract in the amount of \$104,273.92 to Blythe Mechanical, Inc. to install the Senior Center A/C Furnace System. The project provides for the installation of four split air conditioners to the existing forced air systems at the Anacortes Senior Activity Center. The City has \$40,000 budgeted this year for this project and the remainder of the funding will be reimbursed by the ASAC foundation and other secured private donations.

Background:

1. **History:** The Senior Center currently has AC in the great room and kitchenette. This contract would add AC to the rest of the facility. As part of the project the City will be contracting with Veca Electric & Technologies to perform the electrical work on a time and materials basis not to exceed \$13,000.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$104,273.92.
 - The Contractor shall complete the work by December 17, 2024.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the total project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with Blythe Mechanical, Inc.

Budget Impact:

Contractor	Blythe Mechanical, Inc.
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Contract Amount	\$104,273.92
Earmarked Funds	\$40,000.00
BARS #	001.713.594.53.64
Budget Amendment Required?	Yes
Funding Source?	Senior Center Foundation
Start Date	Inception
End Date	12/17/2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-218-FAC-001 with Blythe Mechanical, Inc. in the amount of \$104,273.92 to perform the Senior Center A/C Furnace System installation.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 24-218-FAC-001



CONTRACT #24-218-FAC-001
AGREEMENT WITH
BLYTHE MECHANICAL, INC.

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Blythe Mechanical, Inc., a private contractor at 3000 W. Illinois Street, Bellingham, WA 98225 (herein after referred to as "Contractor").

PROJECT
Anacortes Senior Activity Center A/C Furnace System

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to install four split air conditioners to the existing forced air systems at the Anacortes Senior Activity Center, 1701 22nd Street in Anacortes, WA. Work includes:

- a. Mechanical and low voltage permits
- b. Furnish and install (4) split air conditioners to the (4) existing forced air systems not currently equipped with cooling
- c. Duct modifications for indoor cooling coils
- d. Refrigeration piping
- e. Condensate piping
- f. Disconnect and reconnect power wiring and low voltage controls
- g. New programmable thermostats
- h. Charge, test, and startup equipment

2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Four Thousand Two Hundred Seventy-Three Dollars and Ninety-Two Cents (\$104,273.92)**, which includes \$8,433.92 in 8.8% sales tax. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.

3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

4. **Time of Completion:** The Contractor shall complete the work by December 17, 2024.

5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Brandon Krause (360) 661-6319.

6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

7. **Contract Documents:** The attached General Provisions are included in this Contract Agreement.

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

Owner:

City of Anacortes

Date

Contractor:

Blythe Mechanical, Inc.

Date

Contractor License #

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes. The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

8. Chemical Hazard Safety

- a. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable

emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:

- i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
- ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.
- b. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
 - i. Restricted in their applications so as to meet current and local law;
 - ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.
- c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

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

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

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

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

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

14. Inspection.

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

24. The City's Right to Terminate Agreement.

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

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

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

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

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

28. Disputes

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

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

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

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

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

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

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

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

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

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

CITY:

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

CONTRACTOR:

Blythe Mechanical, Inc.
Michelle Hill
3000 W. Illinois Street
Bellingham, WA 98225
michelle.hill@blythemechanical.com

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: August 12, **Agenda Item:** 6.a.
2024

Agenda Item Title: Pavement Management Presentation

Staff Contact(s): Andrew Rheume

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Sidney Neel	Presentation
Andrew Rheume	

Item Summary: Capitol Asset & Pavement Services (CAPS) will be presenting the results of the 2024 Pavement Management Condition Report.

Budget Impact:
N/A

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Pavement Management - Council Presentation 2024

City of Anacortes

PAVEMENT MANAGEMENT CONDITION REPORT

Capitol Asset & Pavement Services



Prepared for City of Anacortes— August 2024

What is a Pavement Management System?

- ❑ Computerized, Inventory, Analysis, Budgeting Tool, etc..
- ❑ Shows effects of maintenance decisions, before & after
- ❑ PCI, Pavement Condition Index from 0 – 100
- ❑ Preferred Choice of Software on West Coast – MTC Streetsaver, current users in Washington & Oregon at 100+ agencies

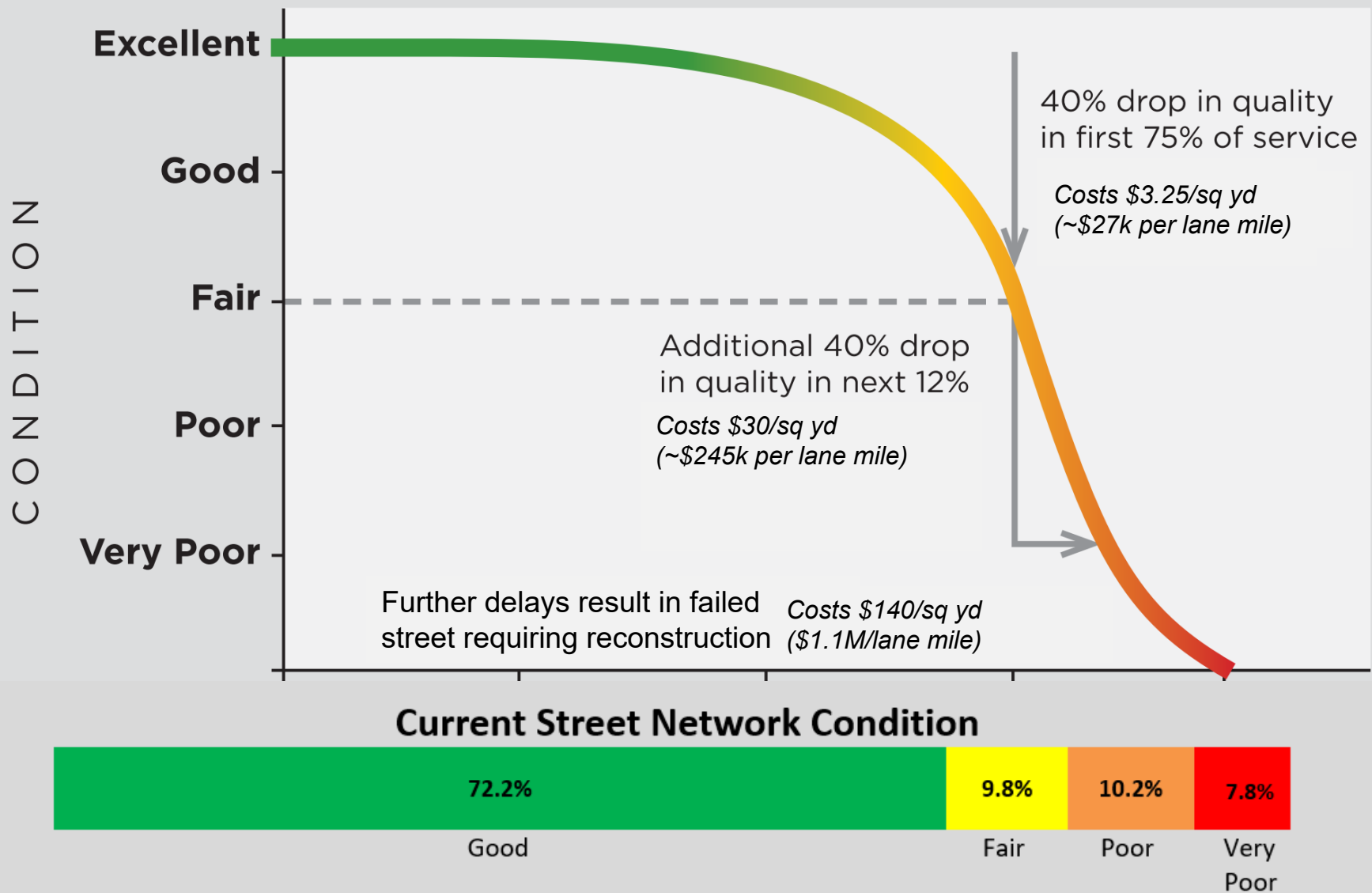
Current PCI = 73

- 128.1 Centerline Miles of Paved Streets

Arterial 23.5 miles
Collector 17.3 miles
Residential/Local 87.4 miles

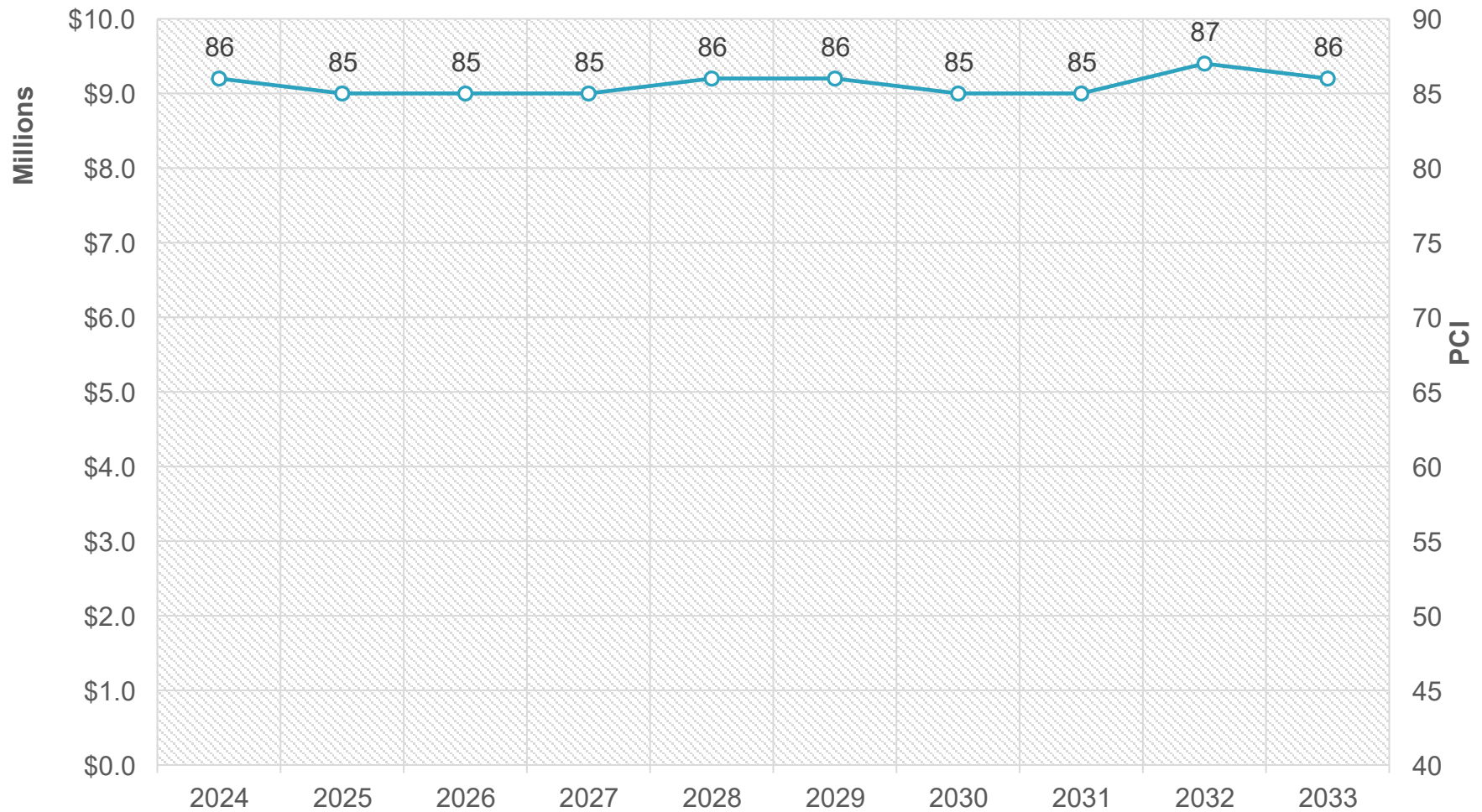
Condition Category	PCI Range	Percent of Network
Good	70 to 100	72.2%
Fair	50 to 70	9.8%
Poor	25 to 50	10.2%
Very Poor	0 to 25	7.8%

Pavement Deterioration Curve



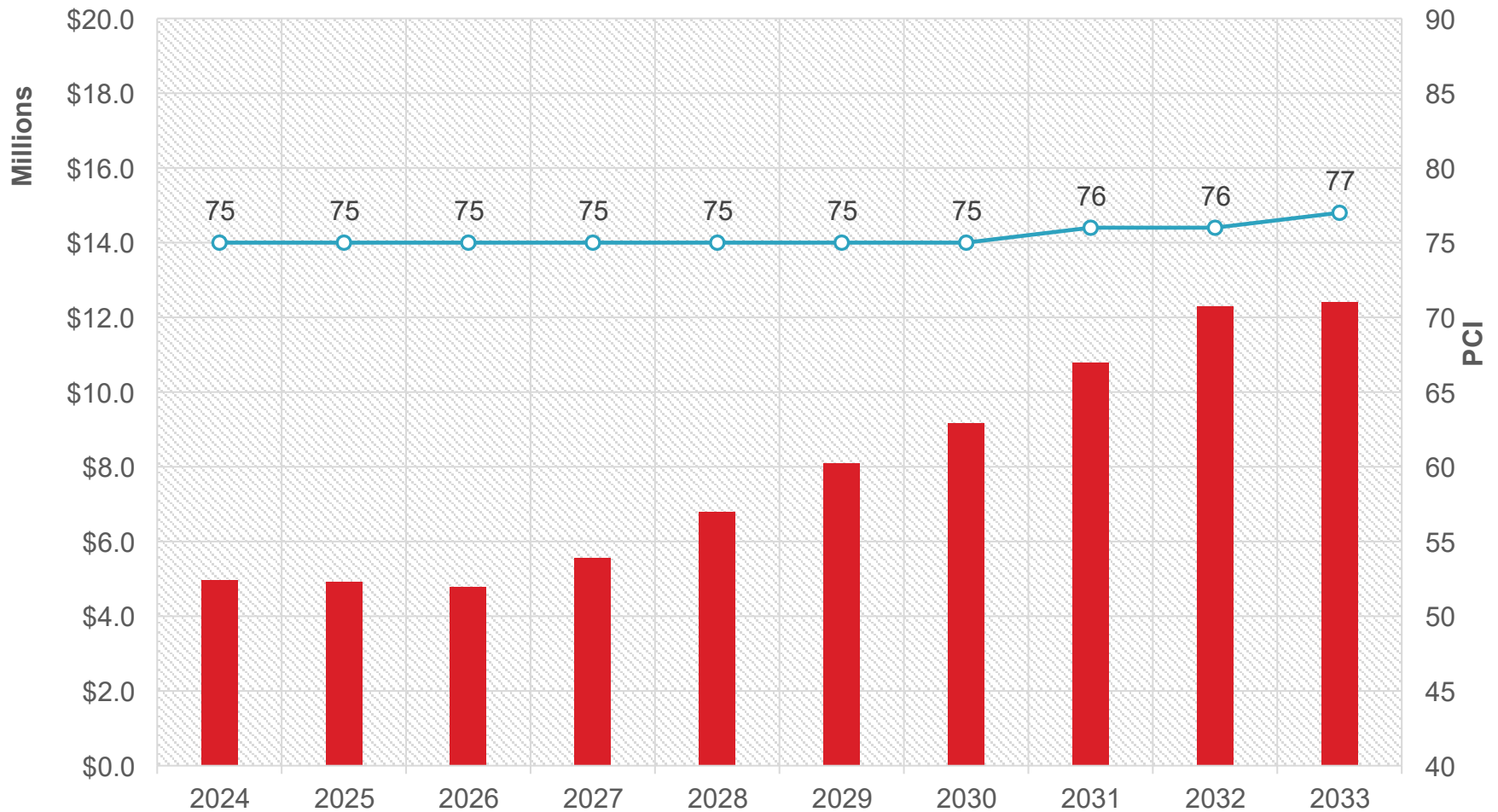
Scenario 1– Unconstrained Needs (zero deferred maintenance)

\$31.9 Million Over 10 Years - PCI Increases 13 Points



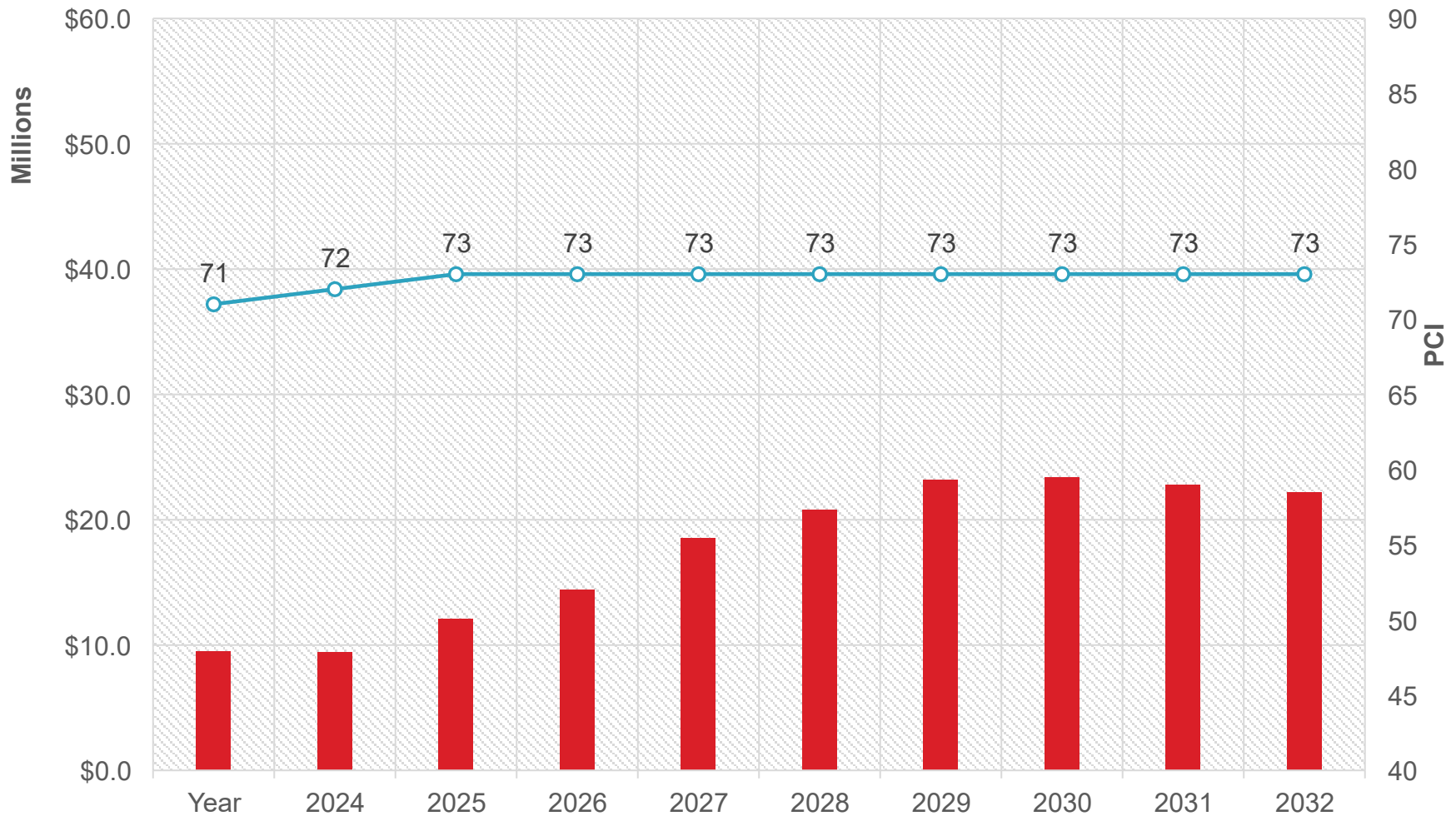
Scenario 2 – Current Investment Level

\$22.6 Million Over 10 Years 10 years - PCI Increases 4 Points



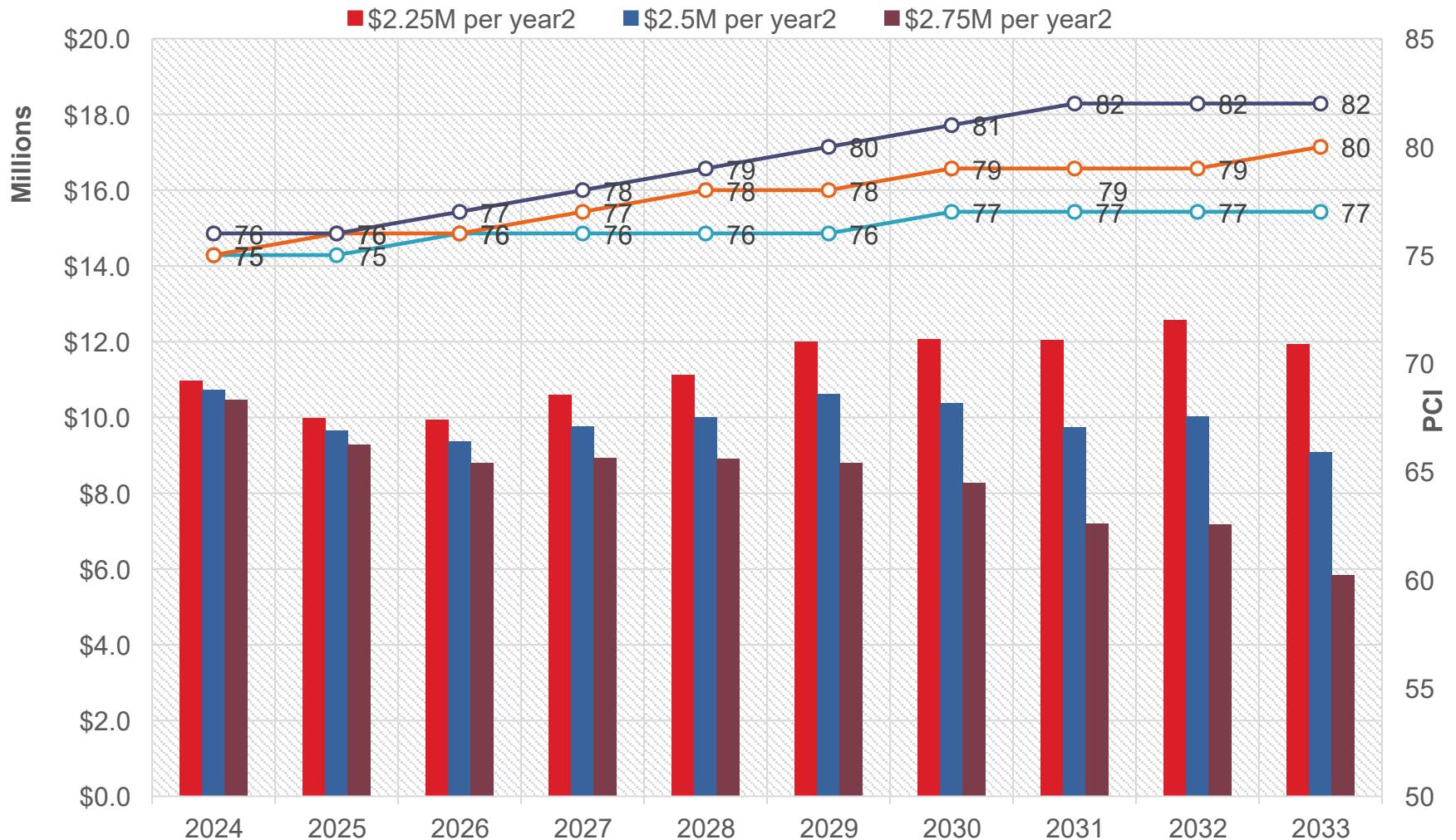
Scenario 3 – Maintain Current PCI

\$1.9M per year (\$19.0M total) - PCI Increases 4 points

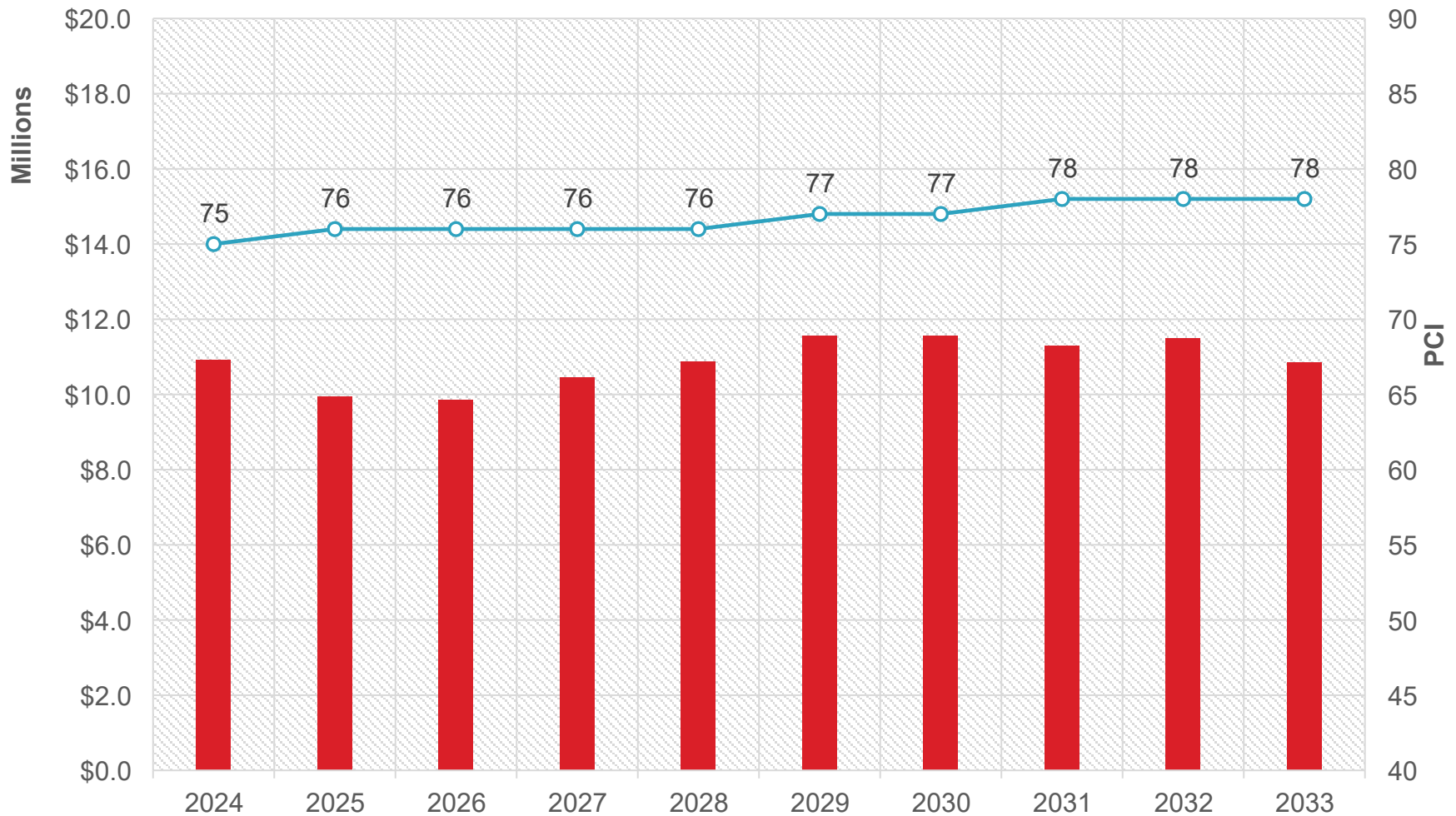


Scenario 4 – Increased Funding Comparison

\$22.5 Million Over 10 Years – PCI Increases 4 Points
\$25.0 Million Over 10 Years – PCI Increases 7 Points
\$27.5 Million Over 10 Years – PCI Increases 9 Points



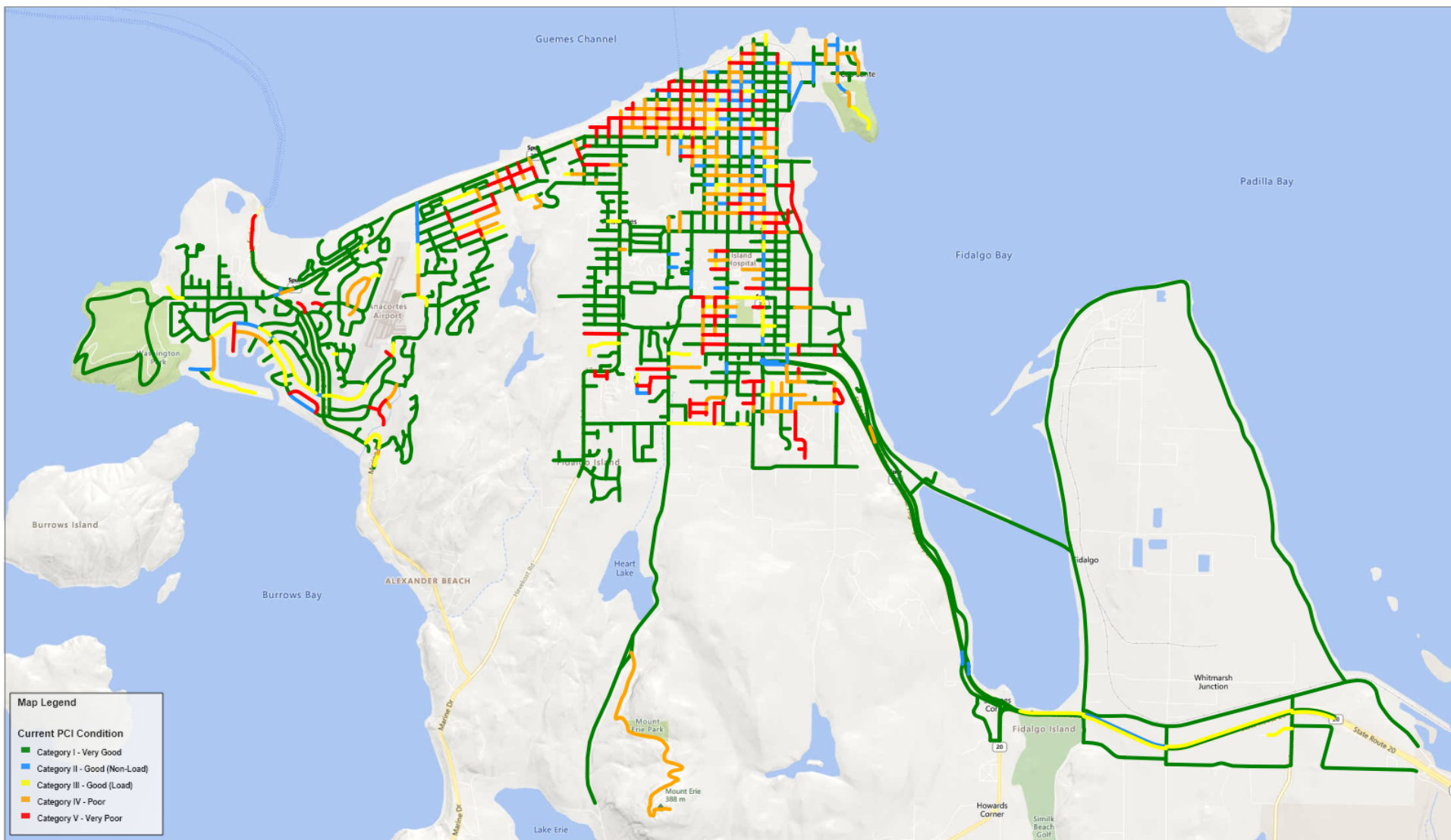
Scenario 5 – Increase PCI by 5 points
\$2.3M per year (\$23.0M total) - PCI Increases 5 points

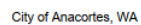




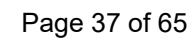
Current PCI Condition

Printed: 5/7/2024





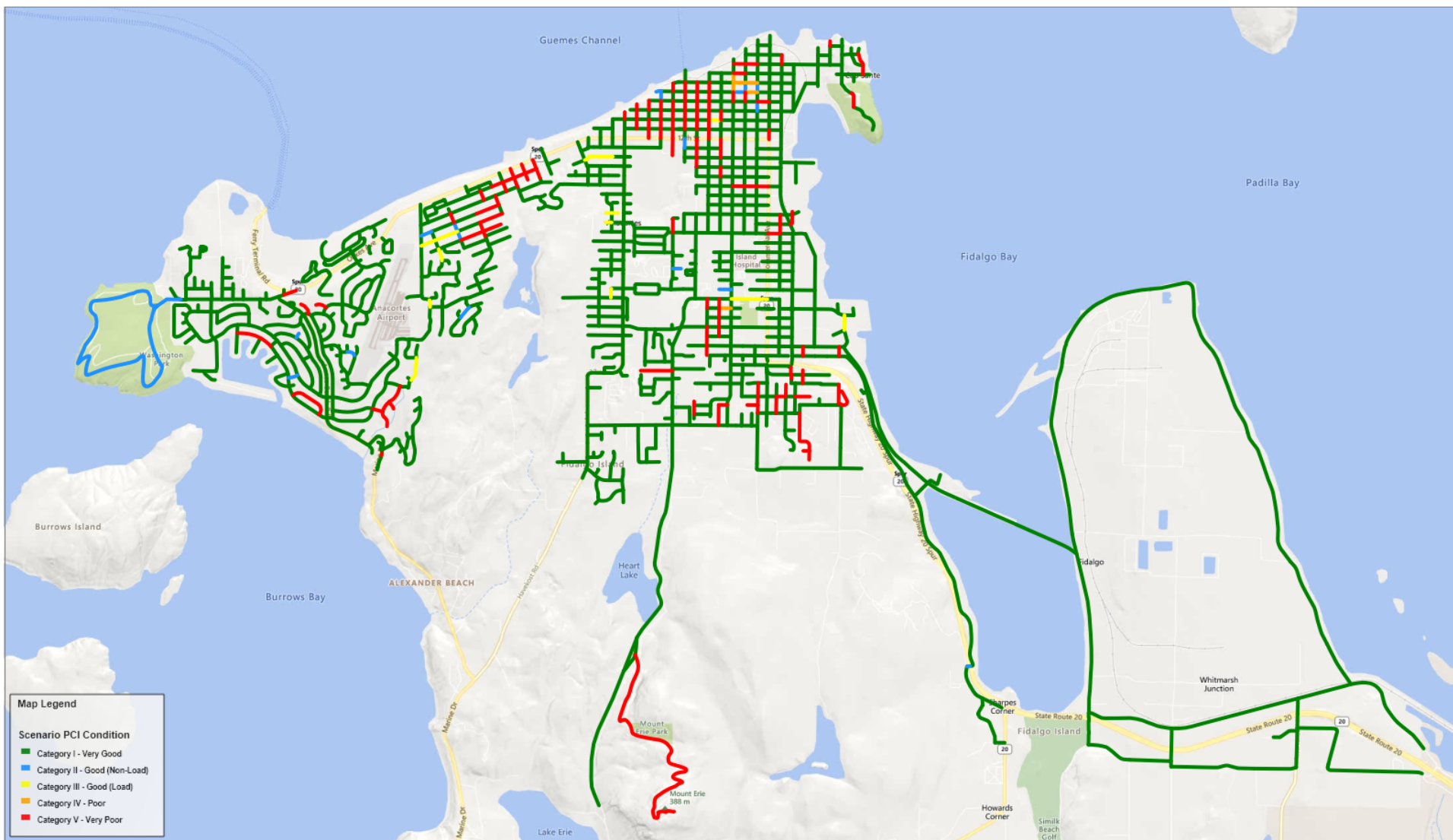
(1) Unconstrained Needs - 2033 Project Period - Printed: 5/8/2024





Scenario PCI Condition

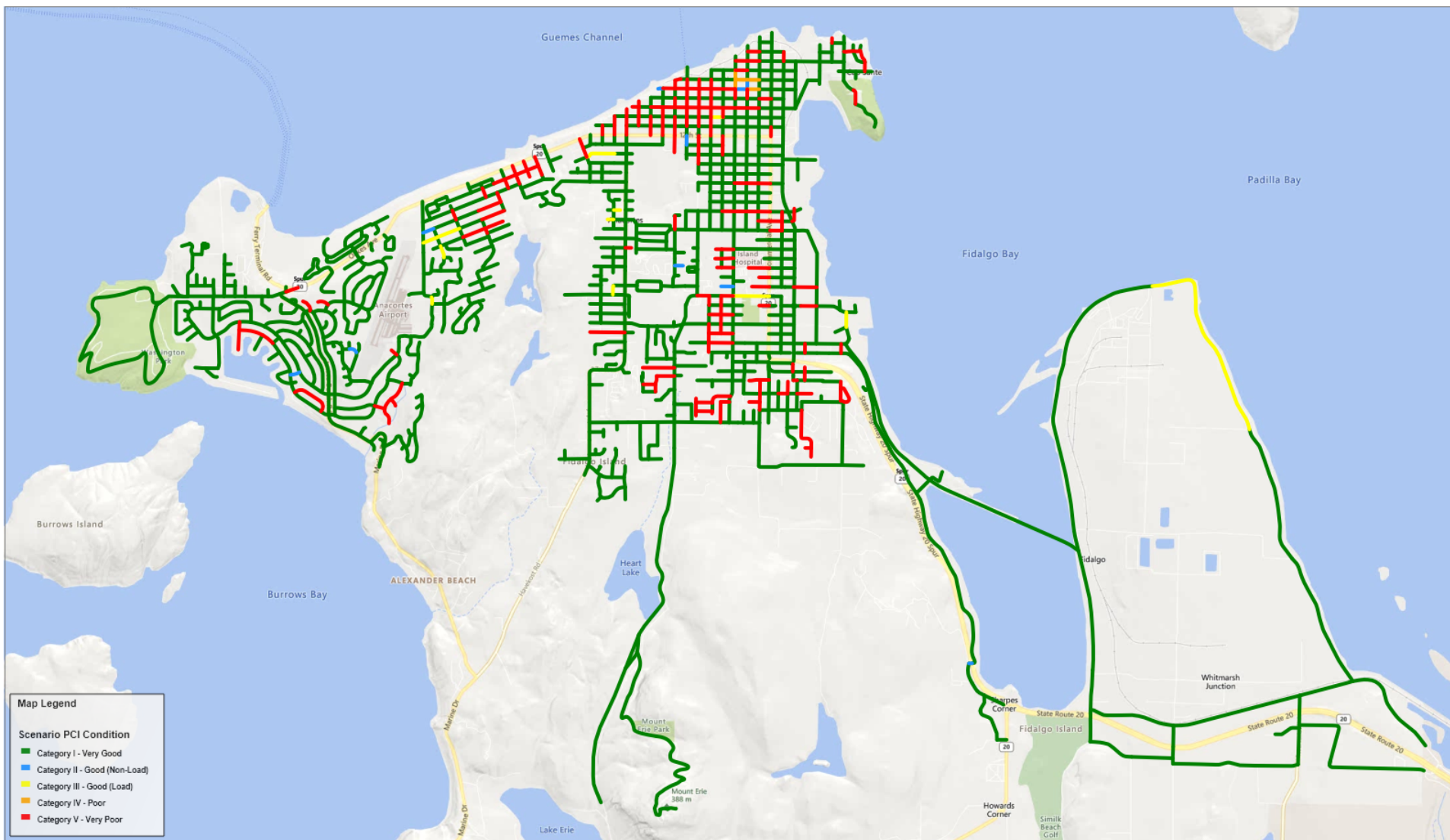
(2) Current Funding - 2033 Project Period - Printed: 5/8/2024





Scenario PCI Condition

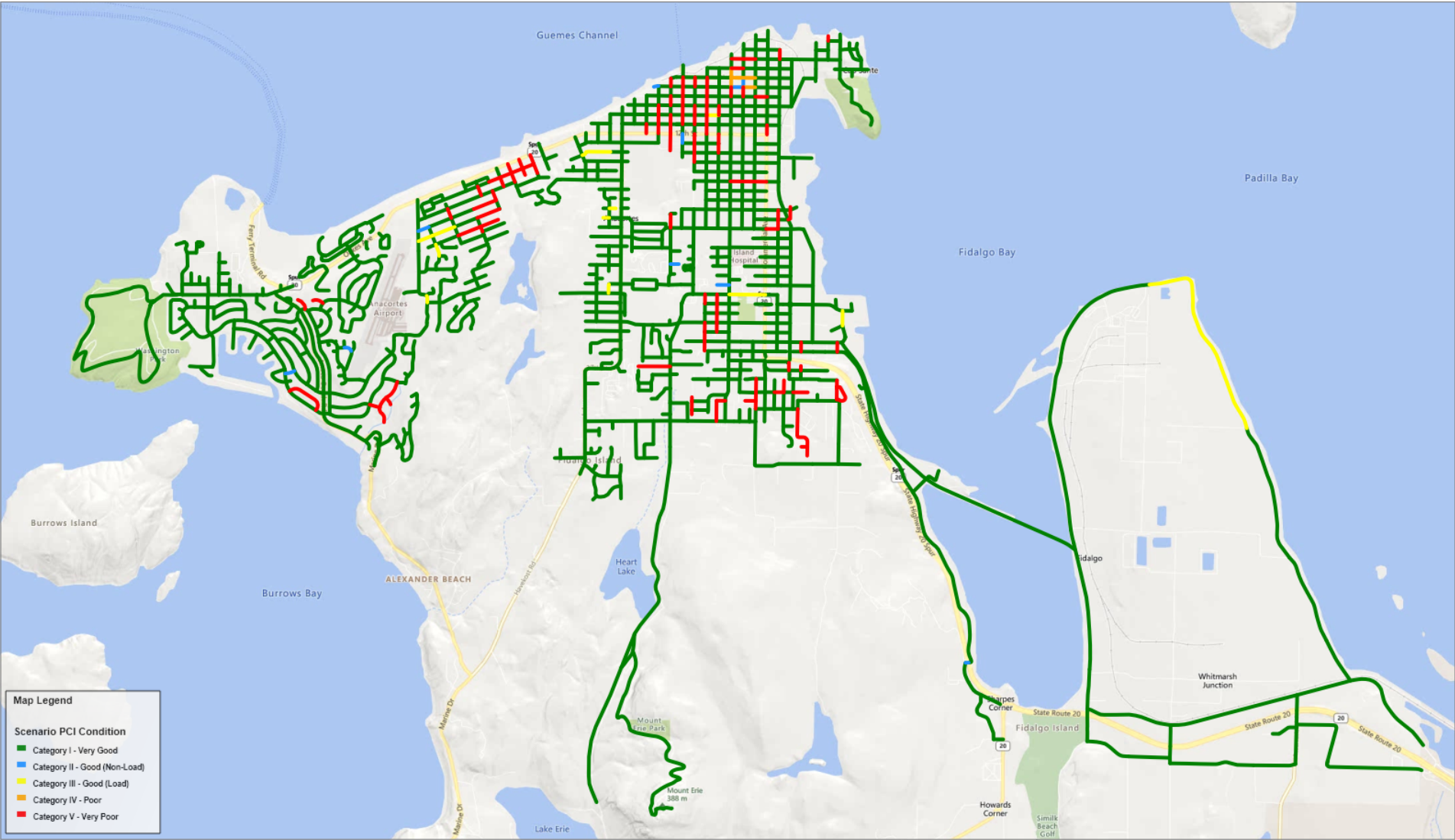
(3) Maintain Current PCI \$1.9M/Yr - 2033 Project Period - Printed: 5/8/2024





Scenario PCI Condition

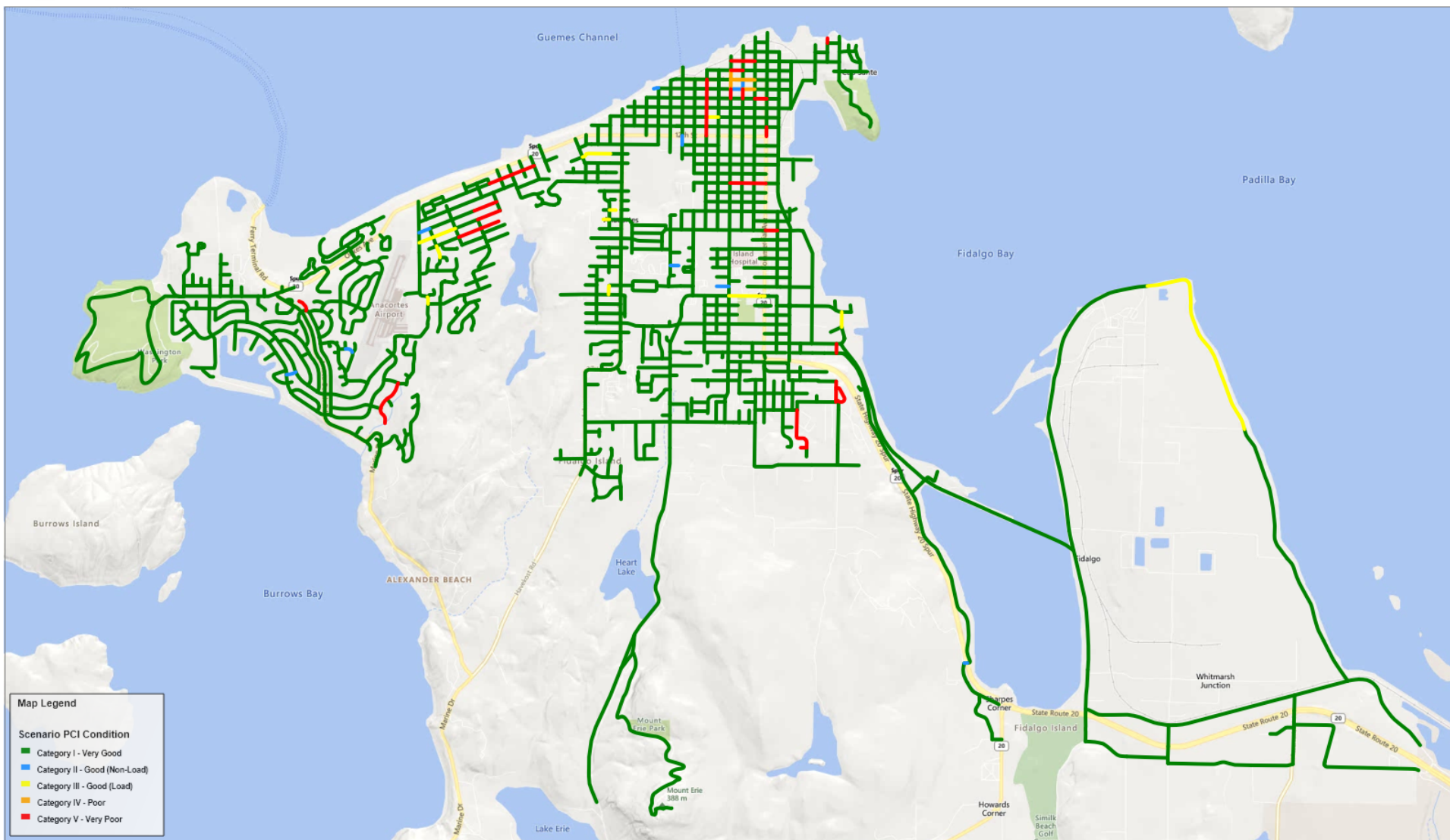
(4a) Increased funding \$2.25M/Yr - 2033 Project Period - Printed: 5/8/2024





Scenario PCI Condition

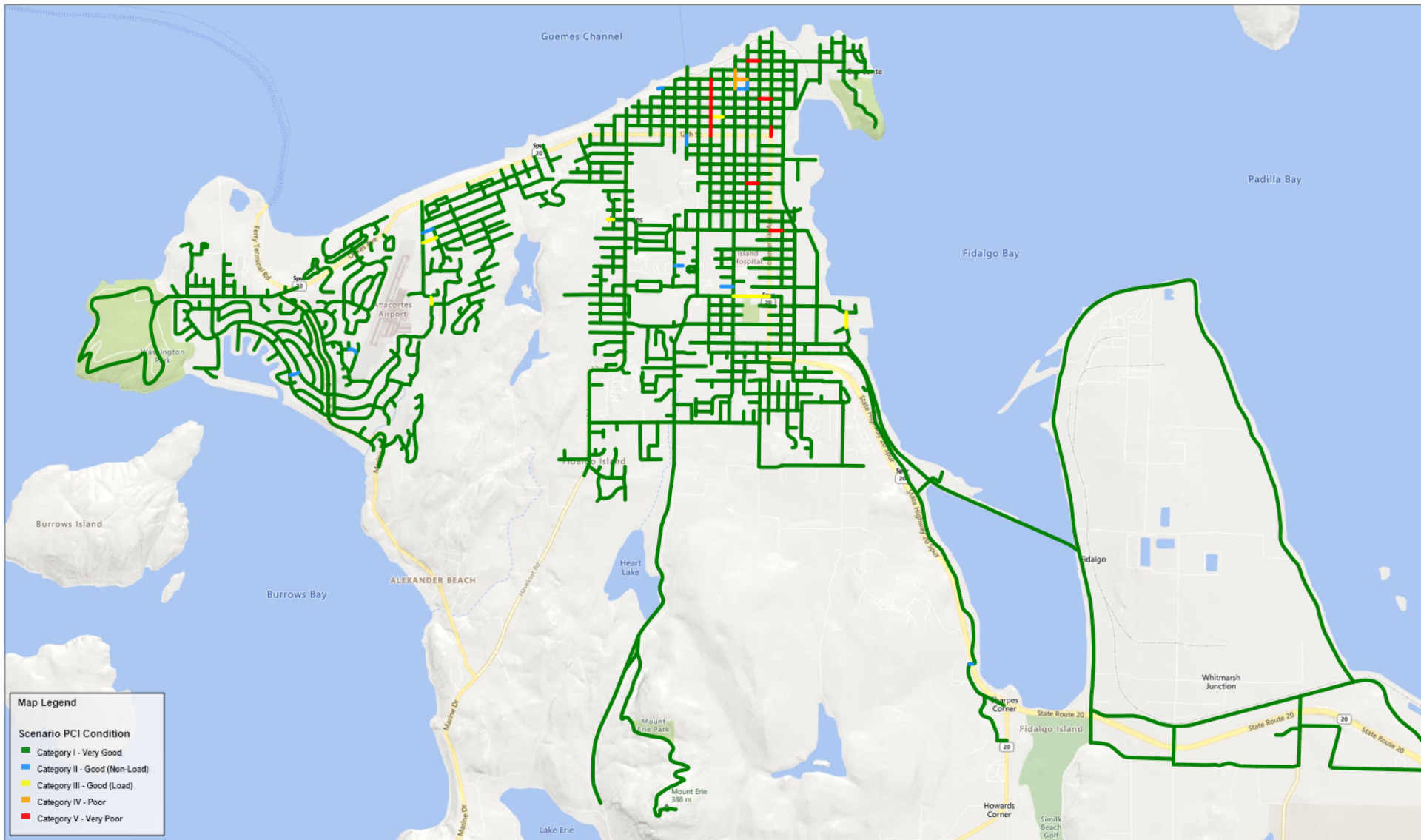
(4b) Increased funding \$2.5M/Yr - 2033 Project Period - Printed: 5/8/2024





Scenario PCI Condition

(4c) Increased funding \$2.75M/Yr - 2033 Project Period- Printed: 5/8/2024

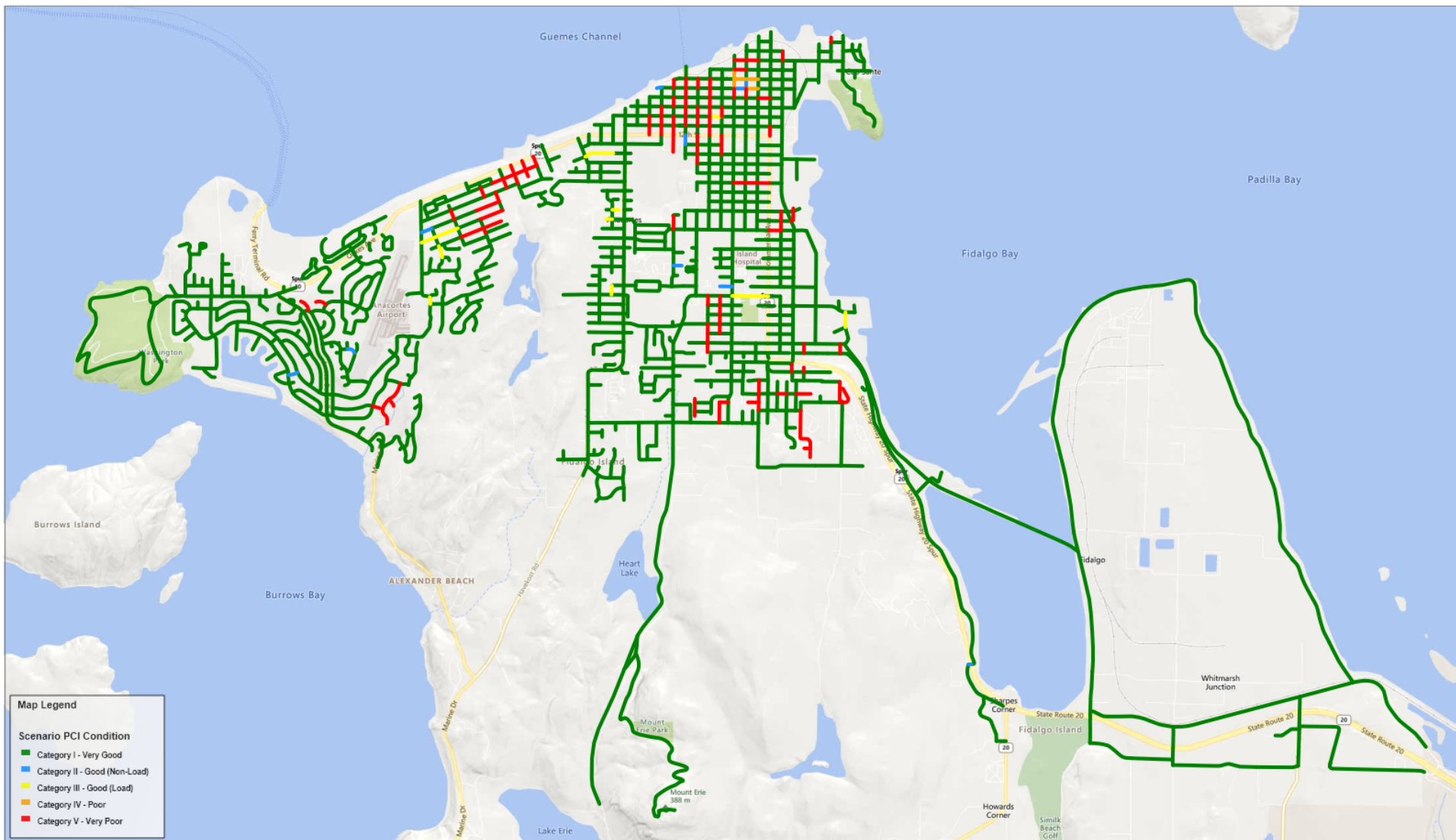




City of Anacortes, WA

Scenario PCI Condition

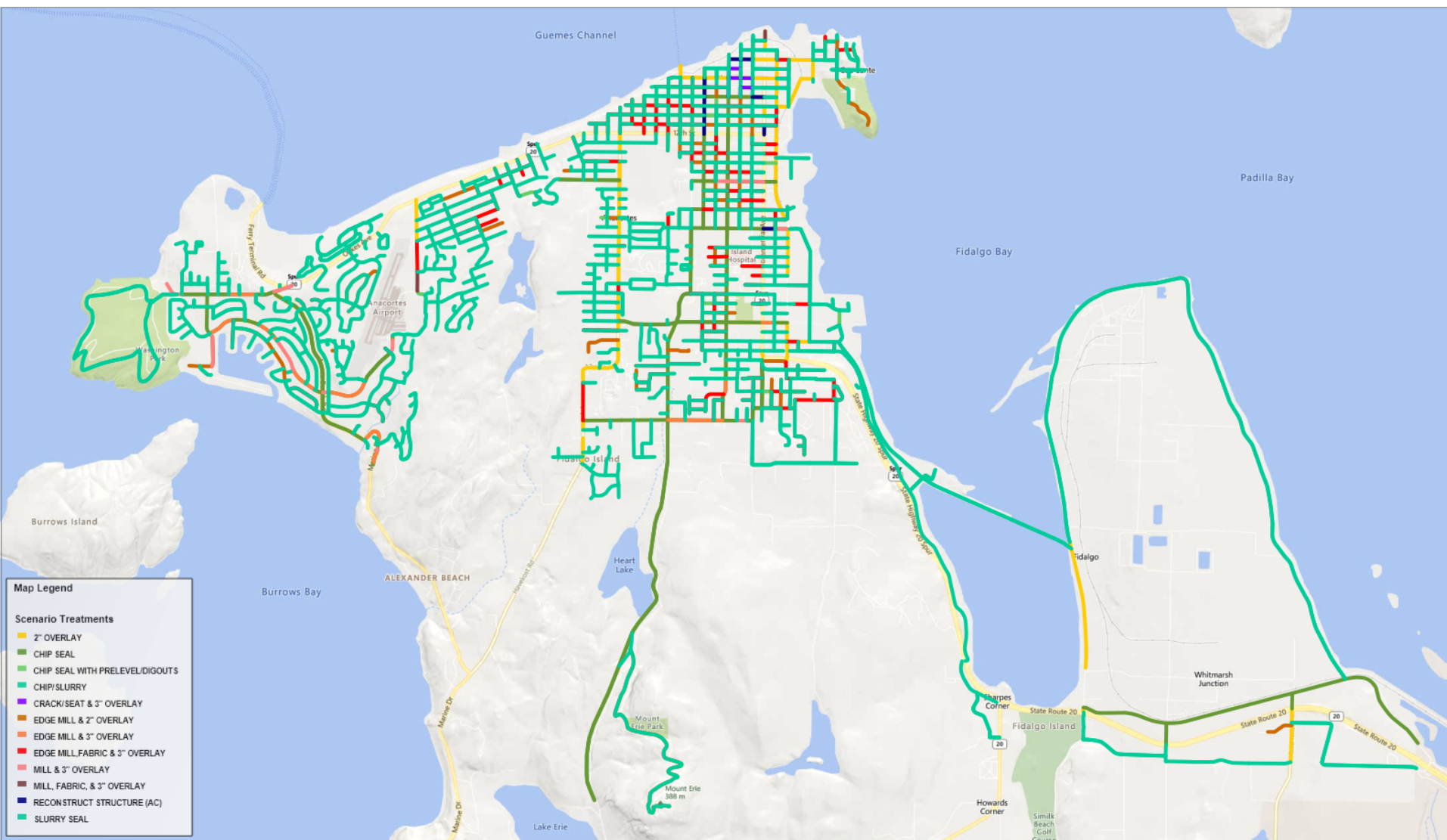
(5) Increase PCI 5 points \$2.3M/Yr - 2033 Project Period - Printed: 5/8/2024

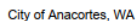




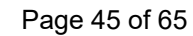
Scenario Treatments

(1) Unconstrained Needs - All Project Periods - Printed: 5/8/2024





(2) Current Funding - All Project Periods - Printed: 5/8/2024

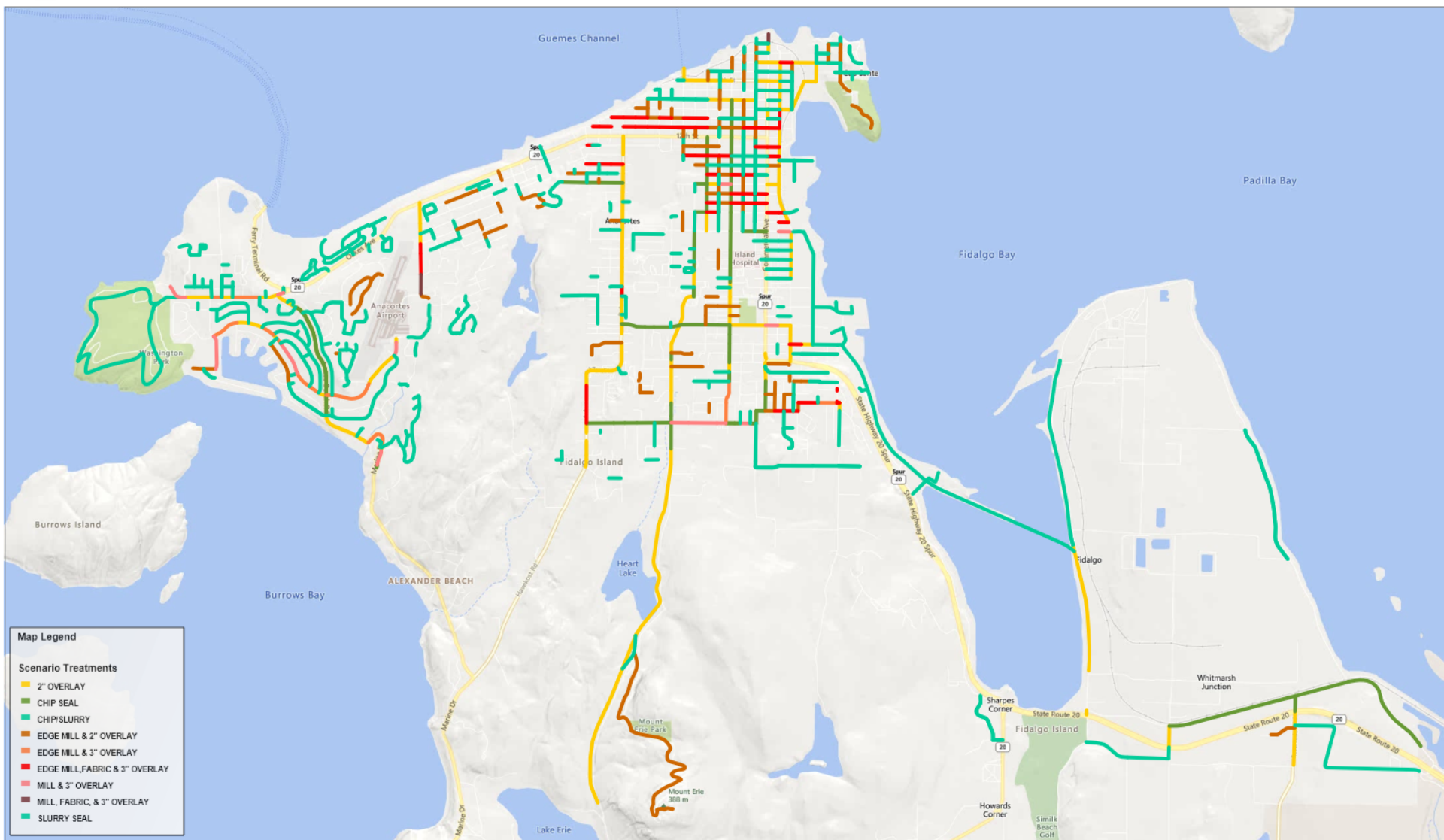




City of Anacortes, WA

Scenario Treatments

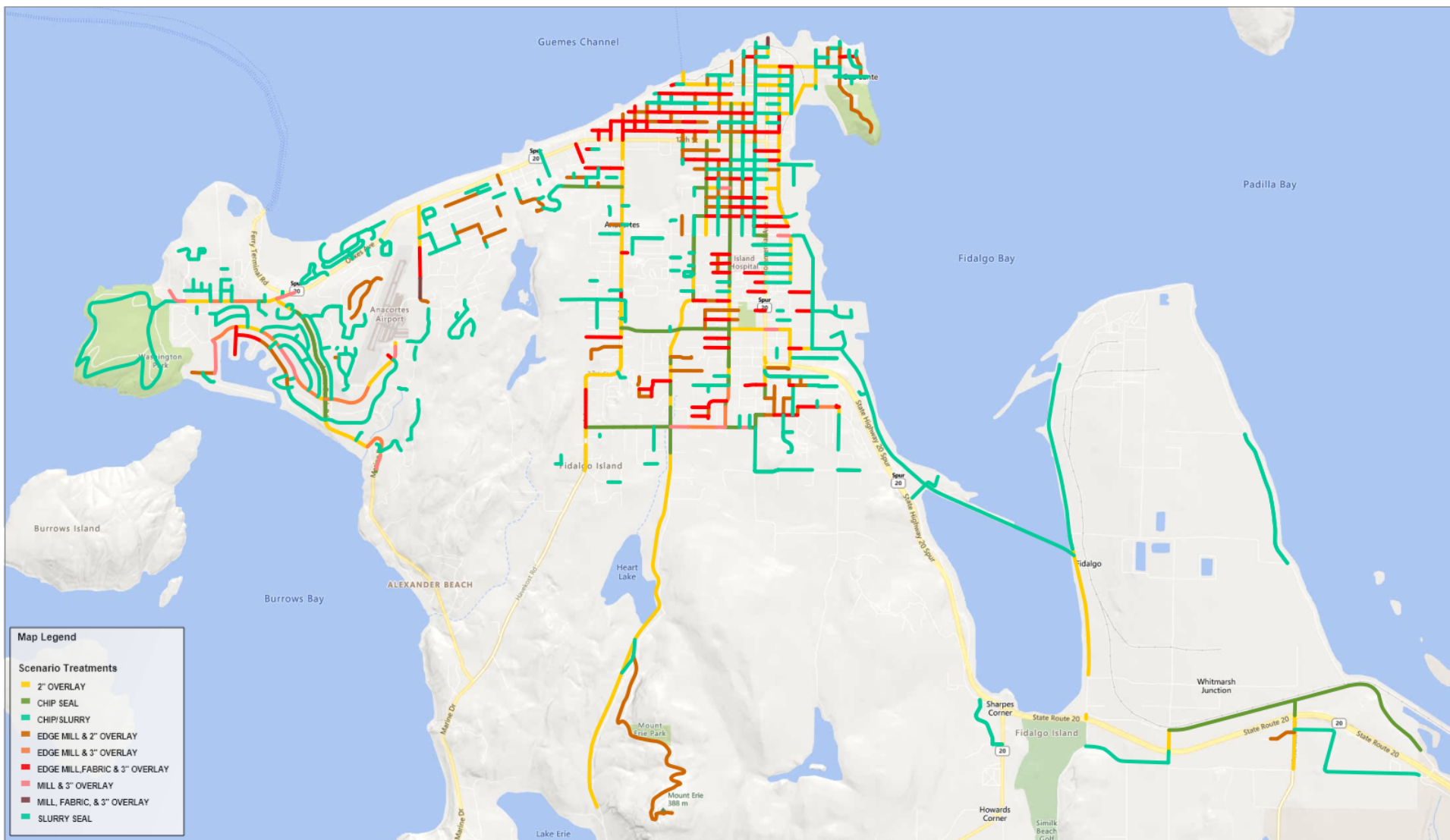
(3) Maintain Current PCI \$1.9M/Yr - All Project Periods - Printed: 5/8/2024





Scenario Treatments

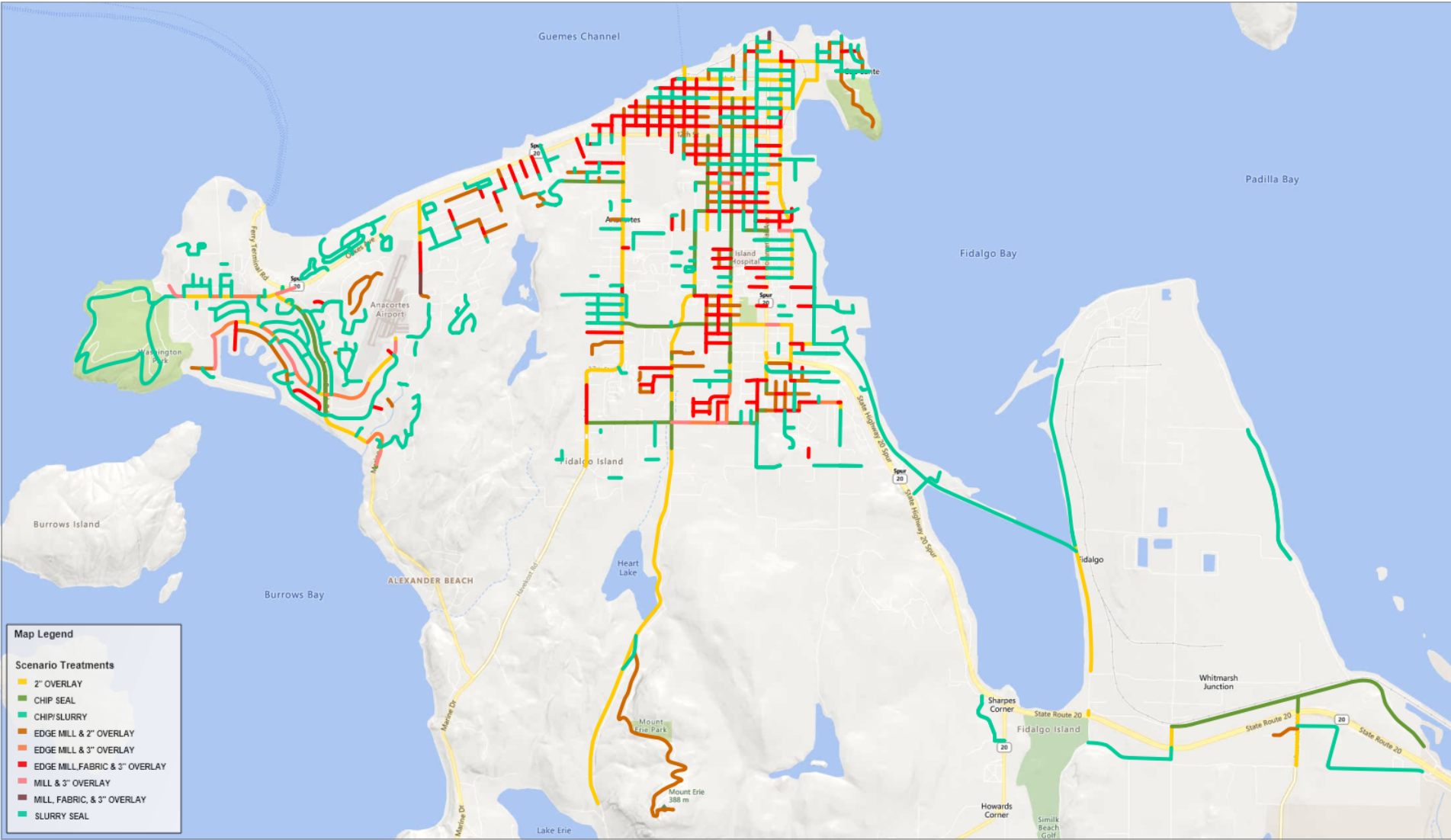
(4a) Increased funding \$2.25M/Yr - All Project Periods - Printed: 5/8/2024





Scenario Treatments

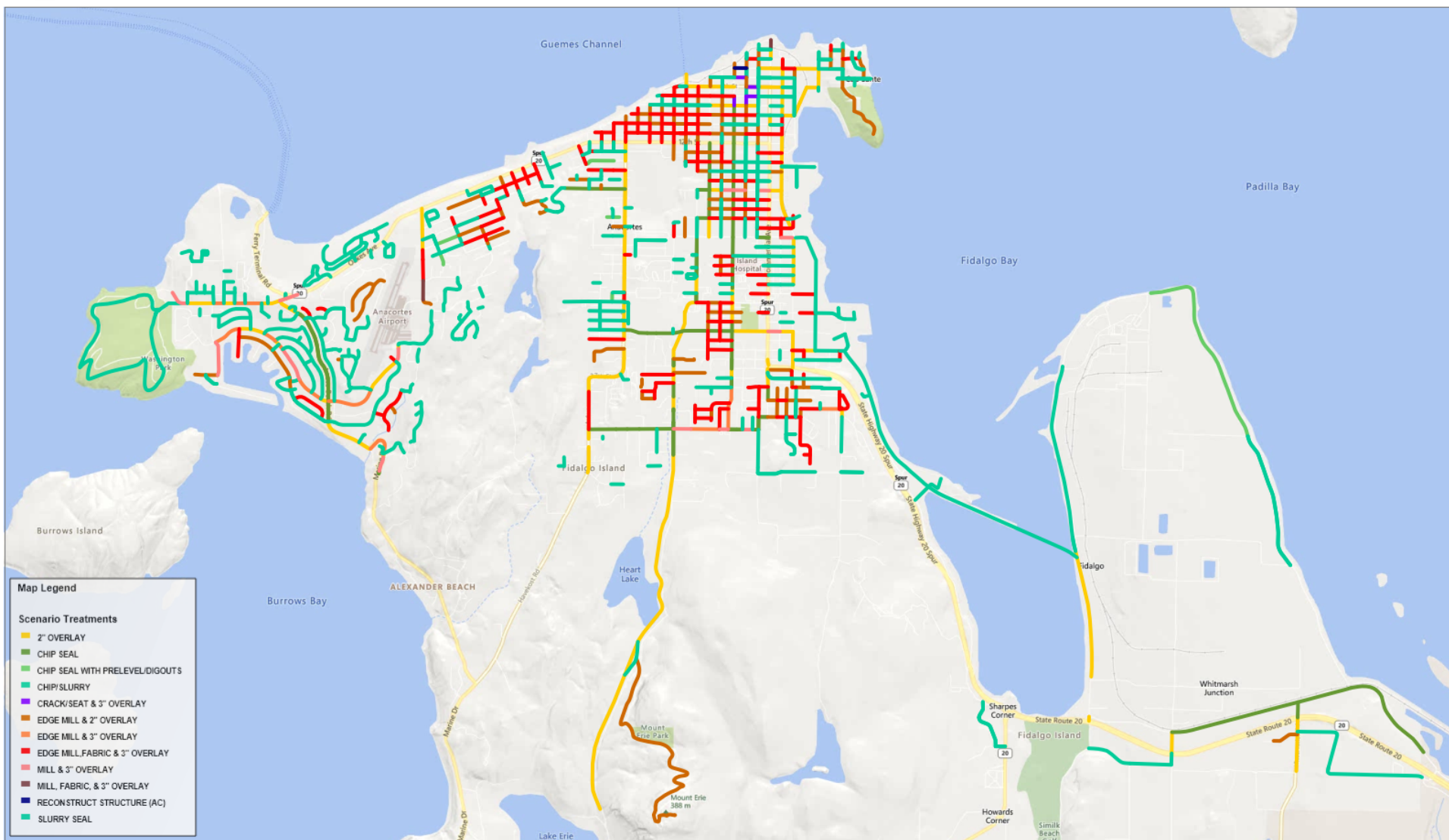
(4b) Increased funding \$2.5M/Yr - All Project Periods - Printed: 5/8/2024





Scenario Treatments

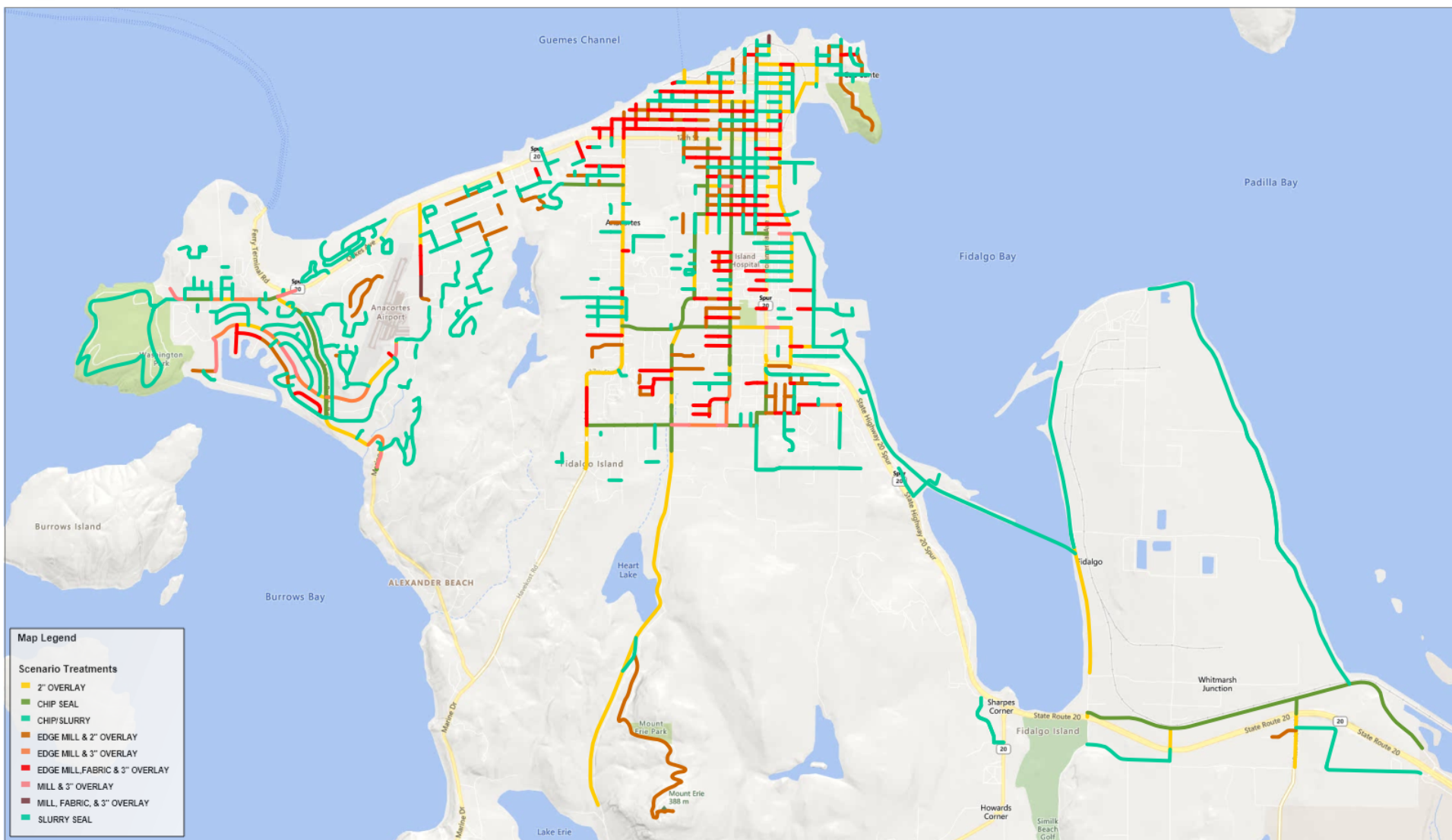
(4c) Increased funding \$2.75M/Yr - All Project Periods - Printed: 5/8/2024





Scenario Treatments

(5) Increase PCI 5 points \$2.3M/Yr - All Project Periods - Printed: 5/8/2024



Budget Scenario Data

Scenario Name	10 Year Budget	2033 PCI (change)	2033 Deferred Maintenance	2033 % Good	2033 % Very Poor
1 – Unconstrained	\$31.9 million	86 (+13)	\$0	99.1%	0.0%
2 – Current Funding	\$22.6 million	77 (+4)	\$12.4 million	90.6%	7.6%
3 –Maintain Current PCI	\$19.0 million	73 (0)	\$16.0 million	86.4%	10.9%
4a – \$2.25M/Year	\$22.5 million	77 (+4)	\$11.9 million	91.2%	6.0%
4b – \$2.50M/Year	\$25.0 million	80 (+7)	\$9.1 million	94.5%	2.7%
4c – \$2.75M/Year	\$27.5 million	82 (+9)	\$5.8 million	98.1%	0.7%
5 – Increase PCI 5 points	\$23.0 million	78 (+5)	\$10.8 million	92.7%	5.5%
2024 Values		73	\$10.5 million	65.7%	9.6%

QUESTIONS?

(503) 689-1330

WWW.CAPITOLASSET.NET

Joel Conder
Capitol Asset & Pavement Services





City Council Agenda Bill

Meeting Date: August 12, **Agenda Item:** 6.b.
2024

Agenda Item Title: Resolution 3162: Waiving Competitive Bidding Requirements for WWTP NOV/Moyno Positive Displacement Pumps, Parts, and Components

Staff Contact(s): Andrew Rheume

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

Tiffany Matson
Andrew Rheume
STEVE HOGLUND
DARCY SWETNAM

Resolution

Item Summary: City staff seeks City Council approval of Resolution 3162 to waive the bidding requirements for the purchase and or replacement of NOV/Moyno Positive Displacement Pumps, Parts, and Components, used by the Anacortes Wastewater Treatment Plant.

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- Positive displacement pumps move high solids content sludge slurries from the gravity thickeners to the incinerator feed pump at wastewater treatment plants.
- When the Anacortes Wastewater Treatment Plant (WWTP) was built the engineering design and construction included the installation of five specifically designed NOV/Moyno positive displacement pumps.
- The WWTP's piping, electrical and telemetry systems were specifically designed for the locations the NOV/Moyno pumps are installed and the pumps were originally spec'd to the plant's hydraulic conditions and characteristics.
- Installing a different brand of positive displacement pumps would result in significant additional cost to the City for system-wide redesign and reconstruction, reprogramming, staff training, changes in procedures, and maintaining a full stock of spare parts for multiple positive displacement pumps, as well as the very real risk of different positive displacement pump brands and programming not working together which could impact public safety.

- The parts and components of NOV/Moyno positive displacement pumps can only be replaced with NOV/Moyno™ brand parts and components.
- National Oilwell Varco, L.P. (NOV) is the official and sole provider of genuine NOV/Moyno™ pumps, parts, and components.
- The current price of a new replacement twin auger, which is a Moyno pump component, is approximately \$70,000.00. The City's bid threshold for goods, equipment, materials, and supplies is \$40,000.00.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that Resolution 3162 be approved waiving the competitive bidding requirements for the purchase of NOV/Moyno brand positive displacement pumps, parts, and components from National Oilwell Varco, L.P. (NOV) for use by the Anacortes Wastewater Treatment Plant.

Alternative Actions: Not approve the resolution.

Attachments (listed in order presented):

1. RESOLUTION No 3162
2. NOV Sole Source Letter

RESOLUTION 3162

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, waiving the state competitive bidding requirements for the purchase and or replacement of NOV/Moyno Positive Displacement Pumps, Parts, and Components, used by the Anacortes Wastewater Treatment Plant, pursuant to RCW 39.04.280.

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

WHEREAS, positive displacement pumps move high solids content sludge slurries from the gravity thickeners to the incinerator feed pump at wastewater treatment plants; and

WHEREAS, when the Anacortes Wastewater Treatment Plant (WWTP) was built the engineering design and construction included the installation of five specifically designed NOV/Moyno positive displacement pumps; and

WHEREAS, the WWTP's piping, electrical and telemetry systems were specifically designed for the locations the NOV/Moyno pumps are installed and the pumps were originally spec'd to the plant's hydraulic conditions and characteristics; and

WHEREAS, installing a different brand of positive displacement pumps would result in significant additional cost to the City for system-wide redesign and reconstruction, reprogramming, staff training, changes in procedures, and maintaining a full stock of spare parts for multiple positive displacement pumps, as well as the very real risk of different positive displacement pump brands and programming not working together which could impact public safety; and

WHEREAS, the parts and components of NOV/Moyno positive displacement pumps can only be replaced with NOV/MoynoTM brand parts and components; and

WHEREAS, National Oilwell Varco, L.P. (NOV) is the official and sole provider of genuine NOV/MoynoTM pumps, parts, and components; and

WHEREAS, the current price of a new replacement twin auger, which is a Moyno pump component, is approximately \$70,000.00. The City's bid threshold for goods, equipment, materials, and supplies is \$40,000.00.

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

Section 1. The City Council of the City of Anacortes finds that because (1) the Wastewater Treatment Plant currently has installed NOV/Moyno positive displacement pumps that were specifically designed for the plant's hydraulic conditions and characteristics, (2) the WWTP's piping, electrical and telemetry

systems were specifically designed for the locations the NOV/Moyno pumps are installed (3) installing a different brand of positive displacement pumps would result in significant additional cost to the City for system-wide redesign and reconstruction, reprogramming, staff training, changes in procedures, and maintaining a full stock of spare parts for multiple positive displacement pumps, as well as the very real risk of different positive displacement pump brands and programming not working together which could impact public safety, (4) the parts and components of NOV/Moyno positive displacement pumps can only be replaced with NOV/MoynoTM brand parts and components, and (5) National Oilwell Varco, L.P. (NOV) is the official and sole provider of genuine NOV/MoynoTM pumps, parts, and components, that the City of Anacortes is clearly limited to a single source of supply from National Oilwell Varco, L.P. (NOV), justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes hereby waives the bidding requirements for the purchase of NOV/Moyno brand positive displacement pumps, parts, and components from National Oilwell Varco, L.P. (NOV) for use by the Anacortes Wastewater Treatment Plant.

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

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

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 12th day of August, 2024.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney



06 August 2024

Mr. Steve Doeblen
Maintenance Supervisor
City of Anacortes
Anacortes, WA

RE: Moyno Sole Source Letter

Good afternoon Steve

This letter confirms as of this date, 25 July 2024, NOV will be the sole provider of genuine **NOV/Moyno™** pumps and parts for the **City of Anacortes**.

This includes pump 12TSF15CSBAA B14/3000MM,2 750 2000G4 Package G for \$64,555.00 (excluding taxes and freight)

If a duration period is required, please consider this letter valid until notified otherwise.

We appreciate your business and continued support.

Respectfully yours,

Steven Messina

Steven Messina
NOV/Moyno Area Sales Manager
Western United States
C 707 210 7916
E steven.messina@nov.com



City Council Agenda Bill

Meeting Date: August 12, **Agenda Item:** 6.c.
2024

Agenda Item Title: Movie Theater Purchase and Sale Agreement

Staff Contact(s): DARCY SWETNAM

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Contract Award
DARCY SWETNAM	

Item Summary: The City currently owns the land underlying the movie theater building at 415 O Avenue, which the owner of the building leases from the City. The building owner, Radius Anacortes Properties LLC, listed the building for sale, but was unable to secure a private purchaser because of restrictions in the lease that any assignee must have 5 years' experience in the movie theater industry. The building is currently leased to a subtenant, Faraway Entertainment, which operates the movie theater. That lease will continue until December 31, 2026. The Mayor and staff have negotiated the terms of a purchase and sale agreement with Radius, by which the City would purchase the building and have common ownership of both the land and building. The parties have settled on terms, including the proposed purchase price is \$500,000 with a 30-day feasibility period during which time the City will evaluate the continued lease between the subtenant and the City as to the operation of the movie theater. The Mayor and staff now seek Council authorization to enter into the purchase and sale agreement on the negotiated terms on behalf of the City.

Budget Impact:
\$500,000 sales price with financing details to be evaluated during feasibility period.

Previous Action: N/A

Recommended Motion: I move we authorize the Mayor to execute the purchase and sale agreement for the purchase of the movie theater building on the City's behalf.

Alternative Actions: Decline approval.

Attachments (listed in order presented):

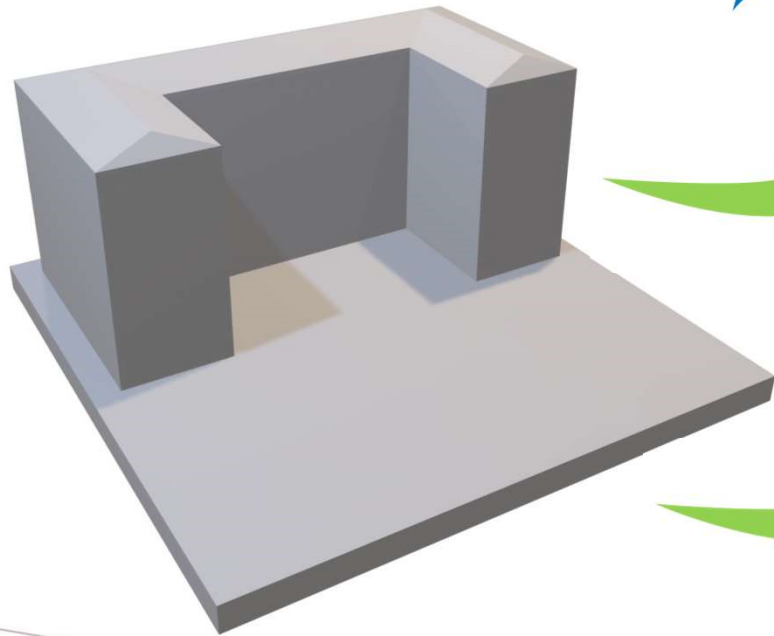
1. 240812 Theater PSA



*PURCHASE AND
SALE
AGREEMENT –
THEATER
BUILDING
AUGUST 12, 2024*



CURRENT STATUS



Faraway Entertainment leases
the building from Radius



Radius Anacortes Properties LLC
owns the BUILDING



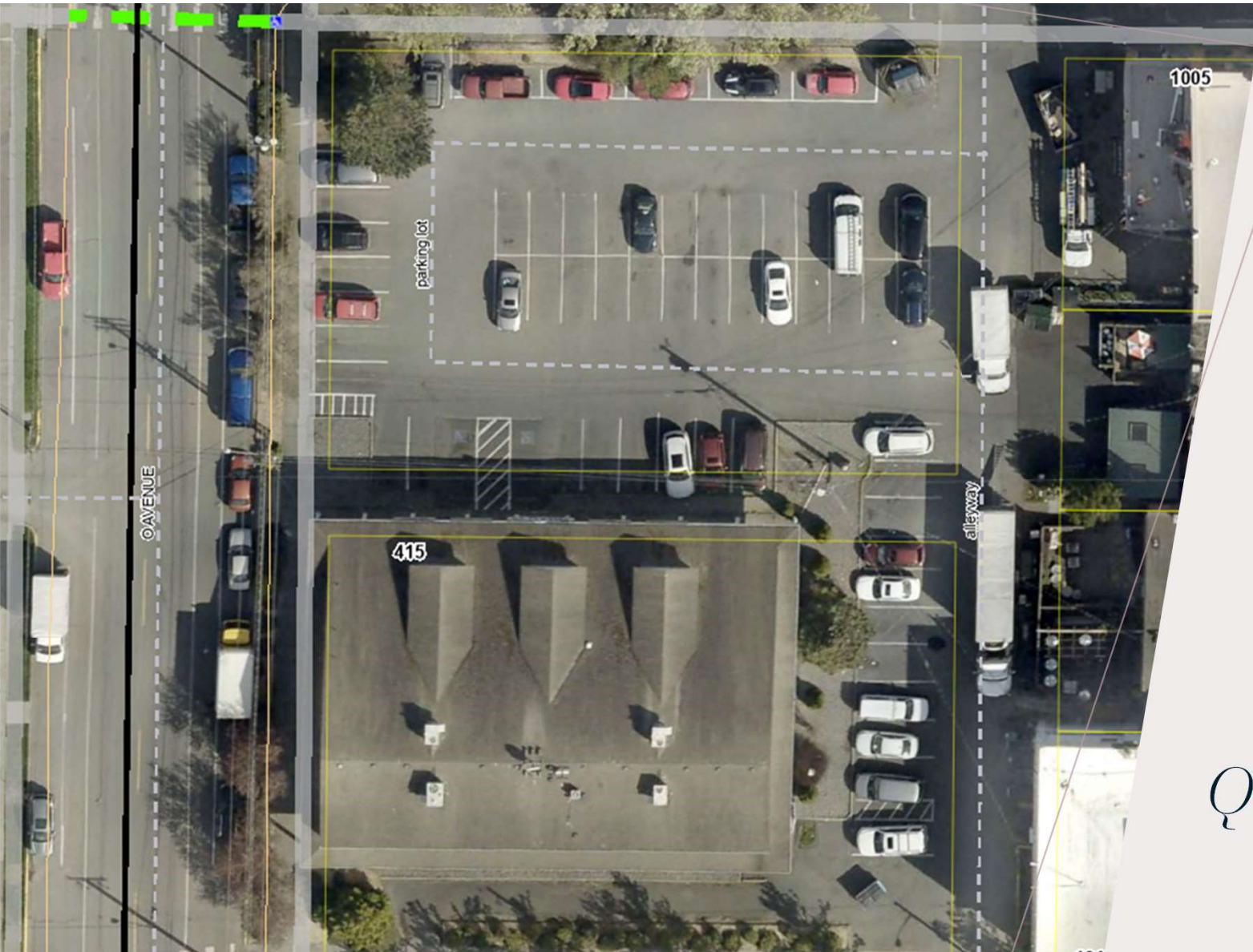
City owns the LAND

PURCHASE AND SALE AGREEMENT TERMS

- City would purchase the building subject to lease
- Purchase Price: \$500,000
- 30-day feasibility period
- Sale is contingent on City's satisfaction with the continued lease between the subtenant (Faraway Entertainment) and the City as to the operation of the movie theater, to be completed during the 30-day feasibility period
- Closing on or before 30 days after approval of the feasibility study

FEASIBILITY STUDY CONSIDERATIONS

- Inspection of the building and its systems to evaluate potential issues
- Discussion with current tenant to determine whether the theater business will continue to operate for at least 5 years
- Financing strategy



QUESTIONS?