



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

July 8, 2019

6:00 p.m.

PRELIMINARY AGENDA

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Port/City Liaison Committee
 - b. Independence Day Celebration Recap
4. **Public Comment**
5. **Consent Agenda (Action)**
 - a. Minutes of July 1, 2019
 - b. Approval of Claims in the amount of: \$91,102.97
 - c. Contract Award: Anacortes Public Library Roof Replacement #19-110-FAC-001
 - d. Contract Award: Senior Center Metal Roof #19-066-FAC-001
6. **Public Hearings**
7. **Other Business**
 - a. Update on Combined Sewer Overflow (CSO) Reduction Study (Discussion)
8. **Adjournment**

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk () may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in, and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting.*

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning July 15, 2019

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

July 15, 2019

- Municipal Fiber Update (Discussion)
- Ordinance 3040: Development Regulations and Zoning Map Amendments (Discussion)

July 22, 2019

- Contract Award: 14th Street Waterline Replacement #19-100-WTR-001 (Consent)

- Ordinance 3040: Development Regulations and Zoning Map Amendments (Discussion/Possible Action)

August 5, 2019

August 12, 2019

August 19, 2019

- Closed Record Decision Hearing, Calwest Inc., Ferry Terminal Road Conditional Use Permit to permit construction of 9-duplexes & preliminary approval of 9-lot short plat (Discussion/Possible Action)

August 26, 2019

- Sewer Rate Structure Update by FCS Group (Discussion)

September 3, 2019

September 9, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning - CANCELLED, Monday, Jul 8, 2019, 5:00 PM, Main Conference Room, City Hall
- Skagit County Law & Justice Council, Wednesday, Jul 10, 2019, 8:15 AM, Mount Vernon
- Finance, Wednesday, Jul 10, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jul 15, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Jul 22, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jul 24, 2019, 5:00 PM, Main Conference Room, City Hall

Anacortes Independence Day Celebrations 2019



Sidney Town Crier Kenny Posmore, Anacortes Fire Chief Oliveri, Mayor Laurie Gere and Anacortes Town Crier Richard Riddle



Mayor Laurie Gere, Sidney Mayor Cliff McNeil
Smith enjoying a classic from Tim Sullivan.



2019 Anacortes Grand Marshall Bernice Linvog Celebrating her 100th Birthday this year.



Best Float Category

1st Place – Center for Happiness



Best Float Category

2nd Place – Anacortes Public Library

Sci-Fi Nights



Best Float Category

3rd Place – Sister Cities



Best Marching Group

1st Place - OARS



Best Marching Group 2nd Place - Soroptimist



Best Marching Group 3rd Place – Twisted Pixies



















Rock the Dock – Seafarers Park



Anacortes Town Photo 2019

Taken by Drone



Color Guards



National Anthem









John Curtis Memorial Firework Show

2019 – Photos by Rakan Alduaij



Thank you for all
those who have and
are fighting for our
freedom!

July 4, 2019 – Parade Winners



Best Float

1st Place – Center for Happiness – 125 points

2nd Place – Anacortes Public Library – 118 points

3rd Place – Sister Cities – 117 points

Best Marching Group

1st Place – OARS – 137 points

2nd Place – Soroptimist – 135 points

3rd Place – Twisted Pixies – 121 points

Thank you!

Parks Director - Jonn Lunsford

Boat Volunteer - Steve Orsini, Gary Robinson, Kevin Pratt and the Anacortes Yacht Club.

* * * * *

Patriotic Program

Mary Snyder

Valora Sandstrom

* * * * *

Parade

Parade Conductor – Sylvia Cooper

Drivers – Odilon Flores Jr., Adam Veal, Tim Sullivan

Citizens Patrol – Bob Cummins, Wayne Bartlett, Archie MacLean, Shirley Smith, Chuck Davis, Don Baumgartner, Karl Essig, Pat Essig, Rick Reeves, Meg Kershaw, Bob LaRue, Remy Hindman and Jim Prossor.

Drone Controller – Kent Bolton

Antique Fire Truck – Antique Machinery Crew

Grand Marshal – Bernice Linvog

Judges – Commissioner Petrich, Stephanie Hamilton, Mayor Gere, Sidney Mayor McNeil-Smith, Town Criers Richard Riddle and Kenny Posmore

WWTP – Mark Gatto and Jordan Davis – Holding down the fort

* * * * *

Fireworks

Andy Culbertson – Provided the Barge

Port of Anacortes – Space at Curtis Wharf and Pier One for loading and unloading the barge

Sargent Brian Morgan – Captain of the Sherriff's boat which maintained our safety zone.

COA Fire Marshall Jack Kenned

Fireworks Crew

Pyrotechnician Dennis Nordan with Western Display

Steve Doeblar City of Anacortes

Jim Rains City of Anacortes

Ian Doeblar

Rob Fitch

Boat Relocation Crew:

Jon Lunsford

Gary Robinson

Fred Buckenmeyer

Our mission is to maintain and improve the quality of life reflecting community expectations through a focus on public participation and employees-mayor-council teamwork.



Anacortes City Council

**Municipal Building Council Chambers
904 Sixth Street**

**July 8, 2019
6:00 p.m.**

PUBLIC COMMENT SIGN IN SHEET

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

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

Name	Topic
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Continue on back of sheet as needed

City Council Minutes – July 1, 2019

Mayor Pro Tem Matt Miller called to order the Anacortes City Council meeting of July 1, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Carolyn Moulton and Matt Miller were present. Councilmember Bruce McDougall was absent.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mr. Miller announced that Mayor Gere was in Anacortes Sister City Sidney, British Columbia celebrating Canada Day.

Mr. Miller announced that Washington State Ferries was seeking public input regarding innovative public-private partnerships to enhance the 35-acre ferry terminal in Anacortes. He encouraged the public to fill out the WSDOT survey online.

Mr. Miller recapped the schedule for the Independence Day celebration events on July 4, 2019 and said donations were still being accepted by the Anacortes Parks Foundation for the fireworks display.

Finance Committee: Mr. Johnson reported from the committee meeting the prior week at which those present discussed a refund policy for utility billing, centralized purchasing, and the mid biennial budget review schedule and process.

Mr. Walters reported on new HB 1406, a state revenue sharing bill that could provide funding for affordable housing if the city were to opt in to the program. Mr. Walters said Finance Director Steve Hoglund was preparing a resolution for City Council consideration in this regard.

Ms. Moulton reported from the Anacortes History Club meeting the prior week at the Anacortes Museum. Ms. Moulton complimented the program and encouraged the public to participate in future presentations.

Public Comment

Julia Frisbie, 4001 W 4th Street, expressed concern about the use of Round Up in Anacortes parks and green spaces. Ms. Frisbie said that the World Health Organization has categorized the active ingredient in Round Up as a probable human carcinogen. She asked that Anacortes ban the use of glyphosate on all city owned property. Ms. Frisbie said other cities including Miami, Florida have enacted similar bans on both public health and environmental grounds. Ms. Frisbie offered to share a draft resolution and a packet of alternatives and case studies. Mr. Johnson encouraged Ms. Frisbie to speak with Parks Director Jonn Lunsford and offered to meet with her as the City Council representative for her ward.

Consent Agenda

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

- a. Minutes of June 24, 2019
- b. Approval of Claims in the amount of: \$439,873.91
- c. Contract Award: March Point Area Roadway Repair 2019, #19-007-TRN-001
- d. Contract Award: Downtown Sidewalks Phase 4, #19-009-TRN-002
- e. Contract Award: Purchase of 1,024 IPv4 Addresses for Fiber Network, #19-117-FBR-001

The following vouchers/checks were approved for payment:
EFT numbers: 93716 through 93755, total \$235,606.22
Check numbers: 93756 through 93803, total \$173,495.17
Wire transfer numbers: 251943 through 252234, total \$22,968.76

OTHER BUSINESS

Public Works Director Fred Buckenmeyer provided an unscheduled status update on the 2019 Slurry Seal project which had been delayed due to contractor equipment problems and weather but was now scheduled to begin July 8, 2019. Mr. Buckenmeyer described the extensive public notification for the project. Councilmembers asked that the updated public notification be added to the front page of the city website.

Mr. Buckenmeyer provided additional information about the March Point Area Roadway Repair contract just approved on the Consent Agenda. He explained the cape seal process that would be used and responded to councilmember questions about the process and about the variation in the bid prices received.

Contract Award: 2019 Asphalt Overlay, #19-004-TRN-003

Mr. Buckenmeyer requested City Council consent to award a contract in the amount of \$796,858.00 to Lakeside Industries, Inc. to perform the 2019 Asphalt Overlay Project. He recommended awarding the contract. Mr. Adams asked the amount of the preparatory contract for the project. Mr. Buckenmeyer said he would email that information.

Mr. Johnson moved, seconded by Mr. Young, to City Council authorize the Mayor to sign contract 19-004-TRN-003 with Lakeside Industries, Inc. in the amount of \$796,858.00 to perform the 2019 Asphalt Overlay Project. Vote: Ayes – Young, Walters, Miller, Adams, Moulton and Johnson. Motion carried.

Contract Award: Fiber Optic Telemetry HPDE Fittings and Micro Duct Purchase #14-056-IDS-011

Mr. Buckenmeyer requested City Council consent to award a contract in the amount of 156,540.00 Euros to Craley Group to purchase Hydrotec PFM units and stainless steel micro duct for the water and sewer utility telemetry project in order to extend the project south of Sharpes Corner. Mr. Buckenmeyer reminded that Council had first considered this contract at its June 10, 2019 regular meeting and had deferred action pending staff's estimate of the shipping costs that would be included in the contract. Mr. Buckenmeyer reported that those costs were expected to be between \$15K-\$20K US. He recommended awarding the contract as presented. Mr. Buckenmeyer responded to councilmember questions about the geographic bounds and function of the fiber that would be installed with the purchased materials.

Mr. Johnson moved, seconded by Mr. Adams, to authorize the Mayor to sign contract 14-056-IDS-011 with Craley Group in the amount of 156,540.00 Euros to purchase one Fiber Optic Telemetry HPDE Fittings and Micro Duct. Vote: Ayes – Walters, Miller, Adams, Moulton, Johnson and Young. Motion carried.

There being no further business, at approximately 6:37 p.m. the Anacortes City Council meeting of July 1, 2019 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 July 8, 2019 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
252315	1/8/2019	1045	HERRIGSTAD ENGINEERING PS	SURVEY WORK ON FIELD	\$ 230.00	parks1
252146	5/31/2019	INV-US21105	BIBLIOTHECA , LLC	OFFICE AND OPERATING SUPPLIES	\$ 37.50	publib
252451	6/10/2019	WABUR212317	FASTENAL COMPANY	SAFETY SUPPLIES	\$ 437.36	dwtpt
252565	6/10/2019	40503249	INGRAM LIBRARY SERVICES, LLC	BOOK JUVENILE	\$ 24.12	publib
252452	6/12/2019	WABUR212395	FASTENAL COMPANY	SAFETY SUPPLIES	\$ 102.37	dwtpt
252323	6/12/2019	1720442	MILES SAND & GRAVEL CO.	GRAVEL - TURSI PARK	\$ 643.95	parks1
252387	6/13/2019	S3707175.001	BUILDERS' HARDWARE & SUPPLY	REPLACEMENT DOOR HANDLES	\$ 710.55	pwfac
252325	6/14/2019	009044	COOKSON, JUDY	REFUND DOUBLE PAYMENT OF CAMPING FEE	\$ 27.00	parks1
252554	6/16/2019	2-553331-24	DIAMOND RENTALS, INC.	MONTHLY UNIT AT TT/CEM/COMM GARDEN	\$ 449.00	parks1
252383	6/17/2019	1289195	SURETY PEST CONTROL	PEST CONTROL FOR ANACORTES MUSEUM	\$ 44.57	pwfac
252389	6/18/2019	0561268	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 1,182.00	pwfac
252396	6/18/2019	19-ANA-001	CROSS ISLAND CONSULTING &	PRESENTATION TO STAFF "A SAFETY SUITE"	\$ 1,075.00	parks1
252317	6/19/2019	200902-5	BIRCH EQUIPMENT CO., INC	BOOM LIFT RENTAL - TURSI PARK	\$ 211.97	parks1
252230	6/19/2019	331 0467015	UNIFIRST CORPORATION	LAUNDRY SERVICE	\$ 114.09	dwtpt
252534	6/20/2019	1340966	GENERAL PACIFIC INC	18MM STRAIGHT COUPLERS	\$ 50.00	wdist
251952	6/20/2019	644985	HASA, INC	SODIUM HYPOCHLORITE 12.5% SOLUTION	\$ 5,312.66	dwwtpt
252566	6/20/2019	40647326	INGRAM LIBRARY SERVICES, LLC	BOOKS-ADULT	\$ 1,065.54	publib
252568	6/20/2019	40647327	INGRAM LIBRARY SERVICES, LLC	BOOK ADULT	\$ 11.11	publib
252399	6/20/2019	1722698	MILES SAND & GRAVEL CO.	KIWANIS MEADOWS SAND	\$ 805.47	parks1
252515	6/20/2019	AFD Q3 19	SKAGIT 911	3RD QUARTER RADIO MAINTENANCE	\$ 4,769.00	medic
252553	6/20/2019	9832530394	VERIZON WIRELESS	SCADA COMMUNICATION~5/21-6/20/19	\$ 1,082.47	dwwtpt
252538	6/21/2019	28472	JET CITY EQUIPMENT	HYUNDAI HR30T-9 RENTAL - CLYDE WAY	\$ 1,141.35	dshop
252386	6/21/2019	1289424	SURETY PEST CONTROL	WA PARK PEST CONTROL	\$ 70.66	pwfac
252539	6/22/2019	91472	LAKESIDE INDUSTRIES, INC.	5/8 & 3/4 ROCK SALES	\$ 343.73	dshop
252540	6/22/2019	91212	LAKESIDE INDUSTRIES, INC.	WA CLASS G ASPHALT - WATER DEPT. -	\$ 834.90	wdist
252559	6/23/2019	1168858	SKAGIT PUBLISHING LLC	POSITION AD, MUNICIPAL BROADBAND BUSINESS ASSIST.	\$ 639.39	hr
252510	6/24/2019	57389048	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 34.32	medic
252511	6/24/2019	57398654	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 80.08	medic
252448	6/25/2019	8498 30 017 0487207	COMCAST	CITY HALL INTERNET CONNECTION 7/5-8/4/19	\$ 191.15	finance
252526	6/25/2019	21361	ECONOWASH LAUNDRY & DRY	UNIFORM CLEANING; MAY 25 - JUNE 25	\$ 413.60	apd
252449	6/25/2019	19-23133	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	\$ 15.00	dwtpt
252525	6/25/2019	137580	FIDALGO ANIMAL MEDICAL CENTER	K9 T-BONE TRIFEXIS MEDICATION	\$ 93.88	apd

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
252520	6/25/2019	013050252	GALLS, LLC.	UNIFORM PANTS; OFC WILSON (WRONG ONES - WILL RETURN AND RE-ORDER)	\$ 65.21	apd
252563	6/25/2019	800097	MISTER T'S AWARDS &	LIBRARY CUSTOM NAME TAGS,	\$ 25.00	hr
252316	6/25/2019	001-438212	PISTON SERVICE OF ANACORTES	BRACKETED CALIPERS- VEH #138A	\$ 256.92	dshop
252450	6/25/2019	202873	SKAGIT FARMERS SUPPLY	ETHANOL FREE UNLEADED	\$ 66.69	dwtpt
252385	6/25/2019	331 0467935	UNIFIRST CORPORATION	LAUNDRY SERVICE	\$ 59.39	wdist
252324	6/26/2019	10171363	ADAMS, JANA	REFUND CANCELLED CAMPING RESERVATION	\$ 61.00	parks1
252313	6/26/2019	144492	COMPULINK MANAGEMENT CENTER, D/B/A LASERFICHE	LASERFICHE RIO PARTICIPANT USERS	\$ 9,545.35	legal
252314	6/26/2019	1133	HERRIGSTAD ENGINEERING PS	SURVEY WORK ON FIELD	\$ 1,850.00	parks1
252384	6/26/2019	41600320081	LES SCHWAB TIRE CENTERS	TIRE DISPOSAL SERVICE- SHOP	\$ 120.00	dshop
252564	6/26/2019	10676	PACIFIC NORTHWEST FIREWOOD	FIREWOOD/RESALE ITEM	\$ 2,025.00	parks1
252455	6/26/2019	1364800	POLYDYNE, INC	CLARIFLOC POLYMER	\$ 9,411.83	dwtpt
252513	6/26/2019	1914952	SKAGIT PUBLISHING LLC	PUBLISH AA-1914952	\$ 101.50	finance
252514	6/26/2019	1914556	SKAGIT PUBLISHING LLC	PUBLISH AA-1914556	\$ 93.38	finance
252570	6/26/2019	1286559	SURETY PEST CONTROL	PEST CONTROL	\$ 66.31	publib
252454	6/26/2019	331 0468093	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 52.88	dwtpt
252537	6/27/2019	TM-186605	ALPINE PRODUCTS INC	SOLVENT/THINNER	\$ 963.73	dshop
252528	6/27/2019	2674	ANACORTES PRINTING	BUILDING CHECK FORMS AND OT SLIPS	\$ 364.15	apd
252378	6/27/2019	1991304385	ARAMARK	OPS: MAT CLEANING 6/27	\$ 41.63	dshop
252391	6/27/2019	1991304384	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	\$ 63.79	finance
252394	6/27/2019	1991298195	ARAMARK	LAUNDRY SERVICE	\$ 73.61	dwtpt
252523	6/27/2019	1991304376	ARAMARK	APD NYLON MATS CLEANED	\$ 16.31	apd
252460	6/27/2019	19-23523	EDGE ANALYTICAL, INC	FIBER CHROMOGENIC COLIFORM TEST	\$ 15.00	wdist
252390	6/27/2019	33089	ESARY ROOFING & SIDING CO INC	ROOF INSPECTIONS	\$ 586.98	pwfac
252393	6/27/2019	9205098032	GRAINGER	PIPE THREADED AT BOTH ENDS	\$ 45.03	dwtpt
252456	6/27/2019	11479	HOW IT WORKS, INC	ANNUAL WATER REPORT PRINTING	\$ 140.21	dwtpt
252398	6/27/2019	19-2942	LIFE TEK, INC	FA/CPR TRAINING	\$ 300.00	dwtpt
252395	6/27/2019	670297	RED VALVE COMPANY INC	DUCK BILL INLINE CHECK VALVE	\$ 8,536.66	dwtpt
252392	6/27/2019	reimbursement	TRANSITION FIDALGO AND FRIENDS	FOREST MONITORING EQUIPMENT REIMBURSEMENT	\$ 84.23	parks1
252381	6/27/2019	114580	WALTON BEVERAGE COMPANY, INC	OPS BREAK ROOM SUPPLIES	\$ 175.00	dshop
252453	6/27/2019	114583	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	\$ 54.50	dwtpt
252509	6/27/2019	114578	WALTON BEVERAGE COMPANY, INC	AFD BREAKROOM SUPPLIES	\$ 70.00	medic
252527	6/28/2019	201132868	CRIMINAL JUSTICE TRAINING	TRAINING REG FEE - INSTRUCT DEVELOPMENT; CORP LEETZ	\$ 425.00	apd
252518	6/28/2019	360-293-3725	FRONTIER COMMUNICATIONS	PHONE-DEPOT 6/28-7/27	\$ 60.29	parks1
252522	6/28/2019	360-293-9063-0926075	FRONTIER COMMUNICATIONS	STA 3 PHONE, FAX, INTERNET: 6/28-7/27/19	\$ 77.39	medic

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
252529	6/28/2019	360-293-4900-0912865	FRONTIER COMMUNICATIONS	APD BAC LINE 6/28-7/27/19	\$ 82.87	apd
252530	6/28/2019	360-588-1422-0822015	FRONTIER COMMUNICATIONS	APD BUSINESS LINE 6/28-7/27/19	\$ 299.85	apd
252531	6/28/2019	360-588-9248-0619005	FRONTIER COMMUNICATIONS	APD BACKUP LINE 6/28-7/27/19	\$ 206.68	apd
252532	6/28/2019	360-299-6615-0615165	FRONTIER COMMUNICATIONS	APD 911 LINE 6/28-7/27/19	\$ 70.21	apd
252555	6/28/2019	360-299-0813-1017915	FRONTIER COMMUNICATIONS	WWTP 6/28-7/27/19	\$ 309.06	dwwtp
252571	6/28/2019	360-299-2484-0726025	FRONTIER COMMUNICATIONS	LIBRARY PHONE 6/28-7/27/19	\$ 56.48	publib
252458	6/28/2019	812-4033	GCR TIRES & SERVICES	DISMOUNT & MOUNT TIRES- VEH #510	\$ 156.31	dshop
252459	6/28/2019	812-4032	GCR TIRES & SERVICES	DISMOUNT & MOUNT TIRES- VEH #514	\$ 110.77	dshop
252461	6/28/2019	10161933	OHMAN, BRIAN	REFUND-CAMPING AT WP - 6 NIGHTS	\$ 127.00	parks1
252465	6/28/2019	114-8728018	UNITED SITE SERVICES, INC	SOFTBALL FIELD/J AVENUE - JUNE	\$ 82.73	parks1
252457	6/28/2019	10173494	WATT, ROGER	REFUND - CAMPING 3 NIGHTS CANCELLATION	\$ 61.00	parks1
252535	6/28/2019	024R243906	WESTERN TRUCK CENTER	OIL CHANGE TRUCK #511	\$ 627.70	dshop
252550	6/30/2019	92088	LAKE SIDE INDUSTRIES, INC.	CLASS G ASPHALT - PICKED UP IN COUNTY	\$ 420.71	dshop
252557	6/30/2019	17866	ORCA INFORMATION, INC	BACKGROUND CHECKS	\$ 306.00	hr
252467	6/30/2019	114-8731712	UNITED SITE SERVICES, INC	6300 SUNSET AVE - PLAYGROUND JUNE 2019	\$ 153.97	parks1
252468	6/30/2019	114-8731623	UNITED SITE SERVICES, INC	WASH. PARK - LOOP - JUNE 2019	\$ 119.13	parks1
252471	6/30/2019	114-8731013	UNITED SITE SERVICES, INC	TENNIS COURTS - JULY 2019	\$ 82.73	parks1
252472	6/30/2019	114-8731662	UNITED SITE SERVICES, INC	WASH. PARK - JUNE 2019	\$ 133.24	parks1
252544	6/30/2019	9060124	UTILITIES UNDERGROUND LOCATION	UTILITY LOCATES	\$ 147.06	dshop
252524	7/1/2019	3544	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A04316	\$ 163.05	apd
252464	7/1/2019	20190701	CHOWANEC, WILLIAM	STATION 3 RENT: JULY	\$ 2,160.00	medic
252561	7/1/2019	04570	DEPARTMENT OF ECOLOGY	DOE - ADAPTATION PLANNING	\$ 175.00	plan
252512	7/1/2019	21360	ECONOWASH LAUNDRY & DRY	JUNE LAUNDRY (STA 3)	\$ 46.74	medic
252473	7/1/2019	RefundFowler	FOWLER, MIKKI	CANCELLED DEPOT USE - SEPTEMBER 2019	\$ 300.00	parks1
252463	7/1/2019	3421	NW CLEANERS	LTAC HEART RESTROOM CLEANING	\$ 550.00	plan
252549	7/1/2019	001-438842	PISTON SERVICE OF ANACORTES	ROTOR & PAD SET- VEH #143	\$ 142.13	dshop
252517	7/1/2019	188725	REECE, STORMIE	CLEANING OF DEPOT/JUNE 2019	\$ 990.00	parks1
252533	7/1/2019	5057025562	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES (6/1-6/30)	\$ 11.40	apd
252558	7/1/2019	GB00100301	TRANSAMERICA LIFE INS CO	JULY, LEOFF1 LONG-TERM CARE INSURANCE	\$ 251.91	hr
252310	7/1/2019	190866	T-SHIRTS BY DESIGN	BANDANAS FOR BARK IN THE PARK LESS	\$ 271.75	parks1
252506	7/1/2019	190898	T-SHIRTS BY DESIGN	PEE WEE SPORTS T SHIRTS	\$ 616.87	parks1
252466	7/1/2019	114-8731429	UNITED SITE SERVICES, INC	6300 SUNSET AVE - WP JUNE 2019	\$ 153.97	parks1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
252469	7/1/2019	114-8731624	UNITED SITE SERVICES, INC	ACE OF HEARTS DOG PARK - JUNE 2019	\$ 63.86	parks1
252470	7/1/2019	114-8731687	UNITED SITE SERVICES, INC	GCT - EDWARDS WAY - JUNE 2019	\$ 82.73	parks1
252519	7/1/2019	116961	VENTEK INTERNATIONAL	ANNUAL FEE/2 PAYSTATION TRANSACTION FEES/CARRIER FEES/MONTHLY SERVER HOSTING	\$ 1,483.76	parks1
252508	7/1/2019	10171090	WITTENBARGER, ERIC	CANCELLATION SITE B7- 2 NIGHTS	\$ 27.00	parks1
252552	7/2/2019	1991308143	ARAMARK	LAUNDRY SERVICE	\$ 75.37	dwtp
252542	7/2/2019	5014157245	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	\$ 526.39	finance
252569	7/2/2019	40647325	INGRAM LIBRARY SERVICES, LLC	BOOKS - ADULT	\$ 116.05	publib
252668	7/2/2019	10183942	KELLEY, MIKE	REFUND-2 NIGHTS CAMPING AT WP	\$ 27.00	parks1
252556	7/2/2019	92320	LAKESIDE INDUSTRIES, INC.	ROCK FOR WASH. PARK	\$ 174.99	parks1
252536	7/2/2019	51259	MT BAKER OVERHEAD DOORS INC	GARAGE DOOR REPAIRS- SHOP	\$ 1,037.54	dshop
252541	7/2/2019	51258	MT BAKER OVERHEAD DOORS INC	GARAGE DOOR REPAIRS- SHOP	\$ 1,017.16	dshop
252551	7/2/2019	10182766	MYERS, ALLEN	CANCELLATION 1 NIGHT AT WP	\$ 11.00	parks1
252562	7/2/2019	10199702	NAVIA BENEFIT SOLUTIONS, INC	FLEXIBLE SPENDING ACCOUNT ADMIN. FEE	\$ 128.65	hr
252547	7/2/2019	001-438904	PISTON SERVICE OF ANACORTES	ROTOR & CAP- VEH #143	\$ 24.46	dshop
252560	7/2/2019	2019-0326	PUBLIC SAFETY TESTING, INC	POLICE & FIRE SUBSCRIPITON FEES - PUBLIC SAFETY TESTING	\$ 636.00	hr
252567	7/2/2019	CL90344	REISNER DISTRIBUTOR INC	VEHICLE FUEL - JUNE	\$ 18,087.54	finance
252548	7/2/2019	331 0469024	UNIFIRST CORPORATION	LAUNDRY SERVICE - WATER DEPT	\$ 59.39	wdist

Total **\$91,102.97**



City Council Contract Agenda Bill

Meeting Date: 7/8/2019 **Agenda Item:** 5c

Subject: Contract Award - Anacortes Public Library Roof Replacement #19-110-FAC-001

Staff Contact: Fred Buckenmeyer

Approved for Submittal to Council by: Darcy Swetnam, City Attorney
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Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$65,220.00 to Titan Roofing LLC to perform the Anacortes Public Library Roof Replacement project. The project provides for the materials, equipment and labor to remove the existing roof and install a single ply roof membrane system on the Anacortes Public Library building. Including all copings, gutters, and flashings. The building is approximately 7,500 square feet.

Background:

1. **History:** The Anacortes Public Library roof was damaged by a windstorm in December 2018. Our insurance Liberty Mutual has made payment for 2 of the 3 roofs. It's crucial to repair all 3 roofs at the same time so that the same material is used and that the warranty for all the rooftops are the same dates. We need to get this done as soon as possible to prevent further damage to the interior of the library.
2. **Key Terms:**
 - Total contract price of \$65,220.00 which includes \$5,220.00 in sales tax.
 - The Contractor will complete all work no later than August 31, 2019.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 39.04.155 - Small Works Roster Contract Procedures, on June 14, 2019 an [Invitation to Bid](#) was sent to all contractors in the appropriate small works roster category. Three bids were received by the deadline on July 2, 2019 at 11:00am, and Titan Roofing LLC was determined to be the lowest responsible bidder. The bid tabulation is attached.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-110-FAC-001 with Titan Roofing LLC in the amount of \$65,220.00 to perform the Anacortes Public Library Roof Replacement project.

Alternative Actions: Cancel the project, rebid

Attachments: Bid tabulation, Scope of Work, Contract 19-110-FAC-001

Contractor	Titan Roofing LLC
Contract Amount	\$65,220.00
Earmarked Funds	\$84,578.00
BARS #	001.713.518.30.48
Budget Amendment Required?	Completed
Revenue Source?	Insurance proceeds and REET
Start Date	Notice to Proceed
End Date	8/31/19



CITY OF ANACORTES

WASHINGTON

PUBLIC WORKS CONSTRUCTION PROJECT BID TABULATION - BID DATE 7/2/19

Anacortes Public Library Roof Replacement #19-110-FAC-001				Titan Roofing LLC		Spokane Roofing Company, LLC		Multifacet Group	
ITEM	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1	Anacortes Public Library Roof Replacement project as detailed in the Invitation to Bid 19-110-FAC-001	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 196,950.00	\$ 196,950.00	\$ 122,000.00	\$ 122,000.00
2	Minor Changes Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Denotes Correction from Contractor's Bid Proposal Based Upon Correct Sales Tax Calculation.				Subtotal:	\$ 60,000.00	Subtotal:	\$ 201,950.00	Subtotal:	\$ 127,000.00
				8.7% sales tax:	\$ 5,220.00	8.7% sales tax:	\$ 17,569.65	8.7% sales tax:	\$ 11,049.00
				TOTAL BID:	\$ 65,220.00	TOTAL BID:	\$ 219,519.65	TOTAL BID:	\$ 138,049.00

SCOPE OF WORK

All work to be performed between the hours of 7:00am and 4:30pm Monday-Friday excluding and City observed holidays. Bidder is responsible for any and all permits that may be required.

Contractor shall furnish all materials, equipment and labor to remove the existing roof and install a single ply roof membrane system on the Anacortes Public Library building. Including all copings, gutters, and flashings. The building is approximately 7,500 square feet.

Scope of work includes the following:

1. Removal of one layer of roofing material and haul to disposal site. Dump and trip fees must be included in the bid.
2. Remove existing metal cap flashing (Upper Middle Roof only).
3. Re-attach loose EPDM roofing with screws and plates.
4. Install an FR-10 separator sheet over existing EPDM roofing.
5. Install a Mechanically attached, Duro-Last 50-mil PVC single ply roof membrane system.
6. Seal around all roof penetrations.
7. Run membrane up and over top of walls.
8. Install PVC clad drip metal.
9. Install walk pad around units.
10. Install new Duro-Last 2-piece compression flashing around parapet walls (Upper Middle Roof only).
11. At the end of every work day, job site will be left in a neat, professional manner.

Warranty

The successful bidder will provide a warranty that will cover workmanship for as long as the City owns the building beginning at the date of completion or invoice date whichever is later. If the roof fails or leaks due to improper installation of materials, Contractor will repair at no cost to the City. The warranty will be transferable within 5 years of completion or invoice date whichever is later.

The Contractor will include a minimum twenty (20) year manufacture warranty for roofing material. The Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms.



CONTRACT 19-110-FAC-001
AGREEMENT WITH
TITAN ROOFING LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Titan Roofing LLC, a private contractor at 504 SE 5th Ave, Battle Ground, WA 98604 (herein after referred to as "Contractor").

PROJECT
Anacortes Public Library Roof Replacement

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to complete the Anacortes Public Library Roof Replacement at the Anacortes Public Library, 1220 10th St, Anacortes, WA 98221 in accordance with and as described in the City of Anacortes document entitled "Anacortes Public Library Roof Replacement 19-110-FAC-001" issued June 14, 2019, which is hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Sixty-Five Thousand Two Hundred Twenty Dollars (\$65,220.00)**, which includes \$5,220.00 in sales tax at an 8.7% rate. This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. 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 will complete all work by August 31, 2019.
5. **Job Safety:** Contractor shall comply with all Department Labor & Industries and City of Anacortes safety standards.
6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 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, the above referenced Invitation to Bid, and the Contractor's proposal are included in this Contract Agreement.

The Owner and Contractor each binds 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.

In Witness Whereof, all portions of the Contract Agreement have been signed or identified by the Owner and Contractor.

Owner:

City of Anacortes

Mayor

Date

Contractor:

Titan Roofing LLC

Signature

Printed Name

Date

Contractor License #

1. Delivery. Advance coordination of the work shall be made with the Project Manager Mac Jackson, (360) 299-1961.

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

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

The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Sub-Contractor 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.

3. 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.

4. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. 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.

5. 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 Public Works Director 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 Public Works Director 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.

6. 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.

7. Inspection.

A. Of the Work

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

B. Project Manager's Authority

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

8. Warranty. The Contractor shall provide a warranty as detailed in the Invitation to Bid and Contractor's proposal. 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 any other legal rights or remedies of the City.

9. Defense and Indemnity Agreement. The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the 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 Clause shall survive the expiration or termination of this Agreement.

10. 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. Public Entity Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the

Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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

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

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

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

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

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

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

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

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

14. 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 Sub-Contractors during the performance of this Agreement.

15. 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.

16. 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. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

17. 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.

18. 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.

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

20. 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.

21. Force Majeure. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. 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.

22. 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.

23. 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.

24. 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.

25. 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; Defense & Indemnity Agreement; Disputes.

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

CITY:

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

CONTRACTOR:

Titan Roofing LLC
Moises Rivera
504 SE 5th Ave
Battle Ground, WA 98604

27. 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 six 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 Department of Revenue, Department of Employment Security and the 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 Department of Revenue and the 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.

28. 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:

- 1) All liens placed against the project have been released. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
- 2) Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
- 3) Worker's Compensation Premiums for the Contractor and any subcontractors are current.

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 Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

29. 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). 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. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract is July 2, 2019. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.



City Council Contract Agenda Bill

Meeting Date: 7/8/2019

Agenda Item: 5d

Subject: Contract Award - Senior Center Metal Roof Installation #19-066-FAC-001

Staff Contact: Fred Buckenmeyer

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

Action Type: Contract Award

Summary Statement: City staff seeks City Council consent to award a contract in the amount of \$168,702.40 to Twisted Metal LLC to perform the Senior Center Metal Roof Installation project. The project provides for the materials, equipment and labor to remove the existing roof and install a 24-gauge metal roofing system on the Anacortes Senior Activity Center building. Including all copings, gutters, and flashings contiguous with the panels.

Background:

1. **History:** The existing roof is a composite and is over 24 years old. In addition the roof used to be pressure washed to clean, so between the age and past maintenance the roof has deteriorated. There are now leaks in several places.
2. **Key Terms:**
 - Total contract price of \$168,702.40 which includes \$13,502.40 in sales tax.
 - The Contractor will begin work on August 19, 2019 and completed no later than September 18, 2019.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 39.04.155 - Small Works Roster Contract Procedures, on June 18, 2019 an [Invitation to Bid](#) was sent to all contractors in the appropriate small works roster category. Four bids were received by the deadline on July 2, 2019 at 11:15am, and Twisted Metal LLC was determined to be the lowest responsible bidder. The bid tabulation is attached.

Previous Council/Committee Action: At the [5/13/19](#) meeting Council approved [Resolution 2041](#) rejecting all bids for this project from the bid opening conducted on April 16, 2019 due to the bids exceeding budgeted available funding for the project.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign a contract 19-066-FAC-001 with Twisted Metal LLC in the amount of \$168,702.40 to perform the Senior Center Metal Roof Installation project.

Alternative Actions: Cancel the project, rebid

Attachments: Bid tabulation, Scope of Work, Contract 19-066-FAC-001

Contractor	Twisted Metal LLC
Contract Amount	\$168,702.40
Earmarked Funds	\$150,000.00
BARS #	001.713.575.50.41
Budget Amendment Required?	Yes
Revenue Source?	REET
Start Date	8/19/19
End Date	9/18/19



CITY OF ANACORTES

WASHINGTON

PUBLIC WORKS CONSTRUCTION PROJECT BID TABULATION - BID DATE 7/2/19

Senior Center Metal Roof Installation #19-066-FAC-001				Rainshield Roofing, Inc.		Spokane Roofing Company, LLC		A+ Construction LLC		Twisted Metal	
ITEM	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1	Senior Center Metal Roof Installation project as detailed in the Invitation to Bid 19-066-FAC-001	1	LS	\$ 186,000.00	\$ 186,000.00	\$ 454,500.00	\$ 454,500.00	\$ 163,000.00	\$ 163,000.00	\$ 150,200.00	\$ 150,200.00
2	Minor Changes Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
				Subtotal:	\$ 191,000.00	Subtotal:	\$ 459,500.00	Subtotal:	\$ 168,000.00	Subtotal:	\$ 155,200.00
				8.7% sales tax:	\$ 16,617.00	8.7% sales tax:	\$ 39,976.50	8.7% sales tax:	\$ 14,616.00	8.7% sales tax:	\$ 13,502.40
				TOTAL BID:	\$ 207,617.00	TOTAL BID:	\$ 499,476.50	TOTAL BID:	\$ 182,616.00	TOTAL BID:	\$ 168,702.40

SCOPE OF WORK

All work to be performed between the hours of 7:00am and 4:30pm Monday-Friday excluding and City observed holidays. Bidder is responsible for any and all permits that may be required.

Contractor shall furnish all materials, equipment and labor to remove the existing roof and install a 24-gauge metal roofing system on the Anacortes Senior Activity Center building. Including all copings, gutters, and flashings contiguous with the panels. The building is approximately 15,000 square feet.

Scope of work includes the following:

1. Removal of one layer of roofing material and haul to disposal site. Dump and trip fees must be included in the estimate.
2. Furnish all materials, equipment and labor to install a standing seam roof system by Nu-Ray Metals.
3. MANUFACTURER'S INSTRUCTIONS
 - a. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product cartons for installation.
4. EXAMINATION
 - a. Installer shall:
 - i. Inspect roof purlins and/or roof deck to verify that it complies with shop drawings and is smooth, even, sound, and free of depressions.
 - ii. Report variations and potential problems in writing to the architect.
5. INSTALLATION
 - a. Conform to the standard set forth in the SMACNA architectural sheet metal manuals.
 - b. Install panels plumb, level, and straight with the seams parallel, conforming to the design as indicated.
 - c. Install panel system so it is watertight, without waves, warps, buckles or distortions, and allow for thermal movement considerations.
 - d. Abrasive devices shall not be used to cut on or near roof panel system.
 - e. Apply sealant tape or caulking as necessary at flashing and panel joints to prevent water penetration.
 - f. Remove any strippable film immediately upon exposure to direct sunlight.
 - g. Vapor retarder: The joints, perimeter, and all openings shall be sealed per the manufacturer's instructions to provide a continuous vapor retarder.
 - h. Underlayment (solid substrate):
 - i. Provide one layer of 30# felt with horizontal overlaps and endlaps staggered between layers.
 - ii. Provide ice and water shield membrane at all valley and eave conditions as well as any area at less than a 3:12 slope.
 - iii. Lay parallel to ridge line with 2½" horizontal laps and 6" vertical laps.
6. CLEANING
 - a. Dispose of excess materials and debris from jobsite.
 - b. Remove filings, grease, stains, marks, or excess sealants from roof panel system to prevent staining.
 - c. Protect work from damage from other trades until final acceptance.

SPECIFICATIONS

PRODUCT DESCRIPTION

- A. Standing seam roof system by Nu-Ray Metals.
- B. The metal roofing panel shall have coverage of 16". Integral standing seams shall be 1 1/2" high.
- C. The panel shall have the option of pencil ribs or light striations.
- D. The panel system shall be as a true standing seam shape requiring no trapezoidal foam closures, plugs, or fillers at eaves.

MATERIALS AND FINISHES

- A. Panel materials
 - 1. 24 gauge, Grade 50 (50 ksi yield strength) structural steel with G90 (0.90 oz./ft.²) hot dipped galvanized coating, both conforming to ASTM A 653.
- B. Texture: steel shall be smooth.
- C. Finish: 24ga only: Kynar 500 Ultra COOL® fluorocarbon baked-on coating, factory applied prior to roll forming. The treatment shall be a two-coat system consisting of a single coat of 0.2 mil primer followed by a finish coat of 0.8 mil Kynar topcoat with a total dry film thickness of 1.0 mil ± 0.2 mil. The reverse side of the panels shall be treated with a back coat system consisting of a 0.2 mil primer with a 0.3 mil topcoat for a total dry film thickness 0.5 mil.
- D. Color: Selection from manufacturer's standard selection of not less than 12 colors.

ACCESSORIES

- A. Flashing and Trim
 - 1. All flashing and trim shall be of the same material, gauge, finish, and color as the roof panels and fabricated in accordance with standard SMACNA procedure and details.
 - 2. Provide transition rib covers where roofing changes pitch.
 - 3. Reuse and reinstall current gutters and downspouts.
- B. Fasteners
 - 1. Screw shall be #12 or #14 diameter, self-tapping type, zinc-plated steel.
 - 2. Flashings to panels: exposed screws shall be zinc plated with a #9 x 1" or #14 x 7/8" combination steel and neoprene washer, color to match panel.
 - 3. Pop rivets: #43 stainless steel, color finish to match panel.
- C. Sealants
 - 1. Shall not contain oil, asbestos, or asphalt.
 - 2. Factory applied sealant shall be applied in the seam and designed for metal to metal concealed joints.
 - 3. Field applied panel end sealant shall be mastic tape sealant.
 - 4. Exposed sealant shall be one-part polyurethane joint sealant. Coordinate color with roof panels.
 - 5. Ridge and hip closures shall be protected and supported by a formed metal closure manufactured from the same material, color, and finish as the panels.
 - 6. Metal closures shall be factory-fabricated and field-cut as needed.

FABRICATION

- A. Roof panels shall be formed in continuous lengths.
- B. Panels shall be roll formed on a stationary industrial type rolling mill to gradually shape the sheet metal.
- C. Fabricate flashings from the same material as the roof system.

SOURCE QUALITY

- A. Source Quality: obtain metal panels and accessories from a single manufacturer.
- B. Fabrication tolerances: follow tolerances in MCA's Preformed Metal Wall Guidelines.
- C. Tests and inspections
- D. Verification of performance

Warranty

The successful bidder will provide a warranty that will cover workmanship for as long as the City owns the building beginning at the date of completion or invoice date whichever is later. If the roof fails or leaks due to improper installation of materials, Contractor will repair at no cost to the City. The warranty will be transferable within 5 years of completion or invoice date whichever is later.

The Contractor will include a minimum forty (40) year manufacture warranty for roofing material. The Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms.



CONTRACT 19-066-FAC-001
AGREEMENT WITH
TWISTED METAL LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Twisted Metal LLC, a private contractor at PO Box 861, Everson, WA 98247 (herein after referred to as "Contractor").

PROJECT
Senior Center Metal Roof Installation

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to complete the Senior Center Metal Roof Installation at the Anacortes Senior Activity Center, 1701 22nd St, Anacortes, WA 98221 in accordance with and as described in the City of Anacortes document entitled "Senior Center Metal Roof Installation 19-066-FAC-001" issued June 18, 2019, which is hereby incorporated by reference and made a part hereof.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Sixty-Eight Thousand Seven Hundred Two Dollars and Forty Cents (\$168,702.40)**, which includes \$13,502.40 in sales tax at an 8.7% rate. This includes all labor and materials for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. 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 will begin work on August 19, 2019 and completed no later than September 18, 2019.
5. **Job Safety:** Contractor shall comply with all Department Labor & Industries and City of Anacortes safety standards.
6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsement (see General Provisions); 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, the above referenced Invitation to Bid, and the Contractor's proposal are included in this Contract Agreement.

The Owner and Contractor each binds 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.

In Witness Whereof, all portions of the Contract Agreement have been signed or identified by the Owner and Contractor.

Owner:
City of Anacortes

Mayor

Date

Contractor:
Twisted Metal LLC

Signature

Printed Name

Date

Contractor License #

1. Delivery. Advance coordination of the work shall be made with the Project Manager Mac Jackson, (360) 299-1961.

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

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

The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Sub-Contractor 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.

3. 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.

4. Invoicing. All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Title, Agreement Number and Price, or Amended Price. The Contractor must invoice **MONTHLY** for quantities delivered during the invoice period. 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.

5. 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 Public Works Director 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 Public Works Director 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.

6. 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.

7. Inspection.

A. Of the Work

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

B. Project Manager's Authority

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

8. Warranty. The Contractor shall provide a warranty as detailed in the Invitation to Bid and Contractor's proposal. 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 any other legal rights or remedies of the City.

9. Defense and Indemnity Agreement. The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the 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 Clause shall survive the expiration or termination of this Agreement.

10. 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. Public Entity Full Availability of Contractor Limits: If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the

Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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

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

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

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

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

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

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

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

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

14. 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 Sub-Contractors during the performance of this Agreement.

15. 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.

16. 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. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

17. 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.

18. 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.

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

20. 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.

21. Force Majeure. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. 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.

22. 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.

23. 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.

24. 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.

25. 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; Defense & Indemnity Agreement; Disputes.

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

CITY:

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

CONTRACTOR:

Twisted Metal LLC
Valerie Elizondo
PO Box 861
Everson, WA 98247

27. 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 six 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 Department of Revenue, Department of Employment Security and the 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 Department of Revenue and the 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.

28. 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:

- 1) All liens placed against the project have been released. For projects over \$35,000, releases from the Department of Labor and Industries, Department of Employment Security and the Department of Revenue will also be required.
- 2) Affidavits of Wages paid for the final correct contract amount are approved and on file for the Contractor and any subcontractors.
- 3) Worker's Compensation Premiums for the Contractor and any subcontractors are current.

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 Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

29. 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). 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. L&I provides the wage forms. Payment by the contractor or subcontractor of any fees are incidental to the project and all costs shall be included in other pay items of the project.

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://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>. The prevailing wage schedule in effect for the work under the contract is July 2, 2019. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.



City of Anacortes City Council Briefing

July 8, 2019





What is the problem we are solving?

**Recurring Sanitary Sewer Overflow (SSO) at MHs on Q Ave
February 4, 2018**

Also on:

February 15, 2016

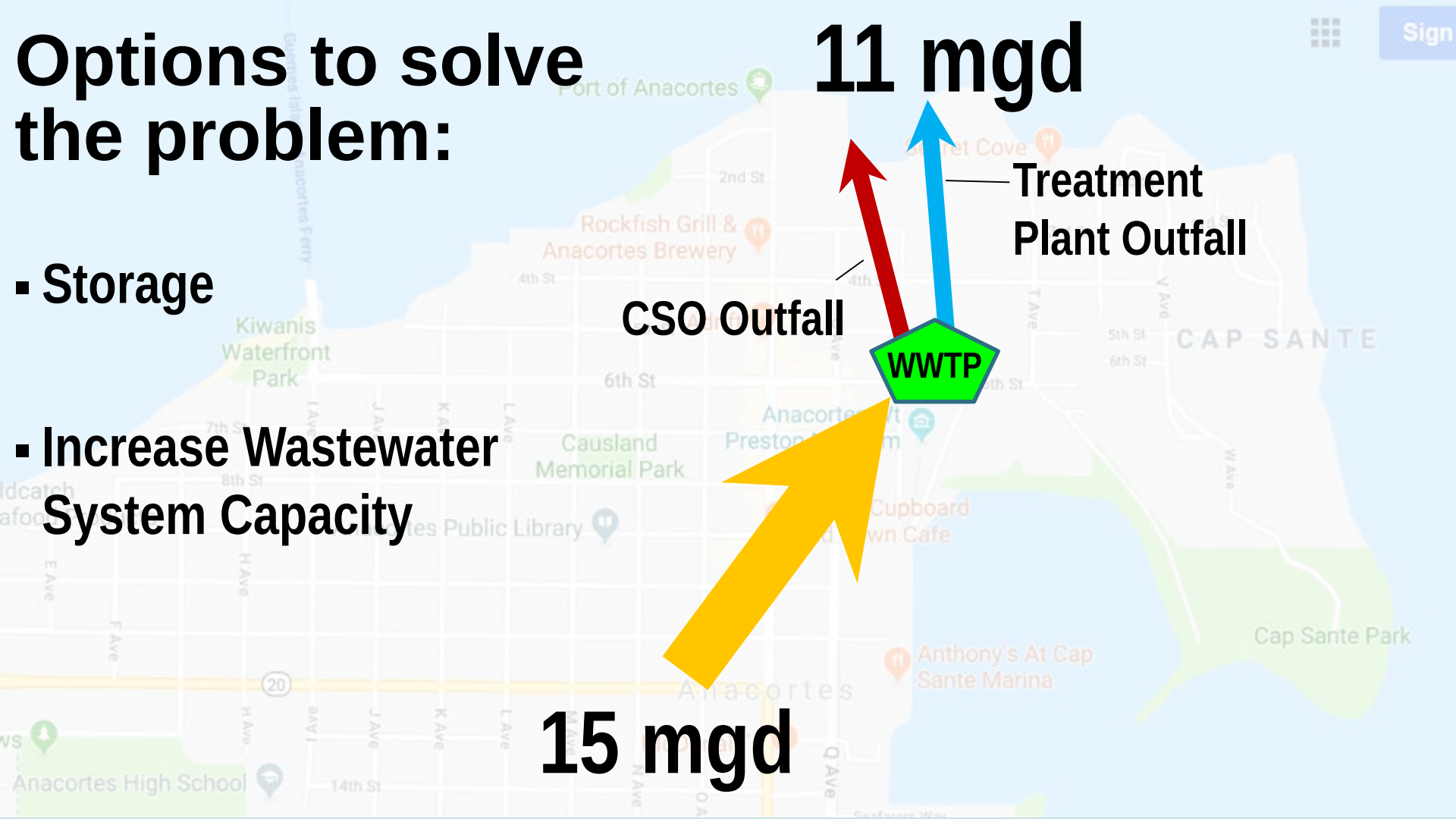
November 17, 2015

January 5, 2015

December 12, 2010

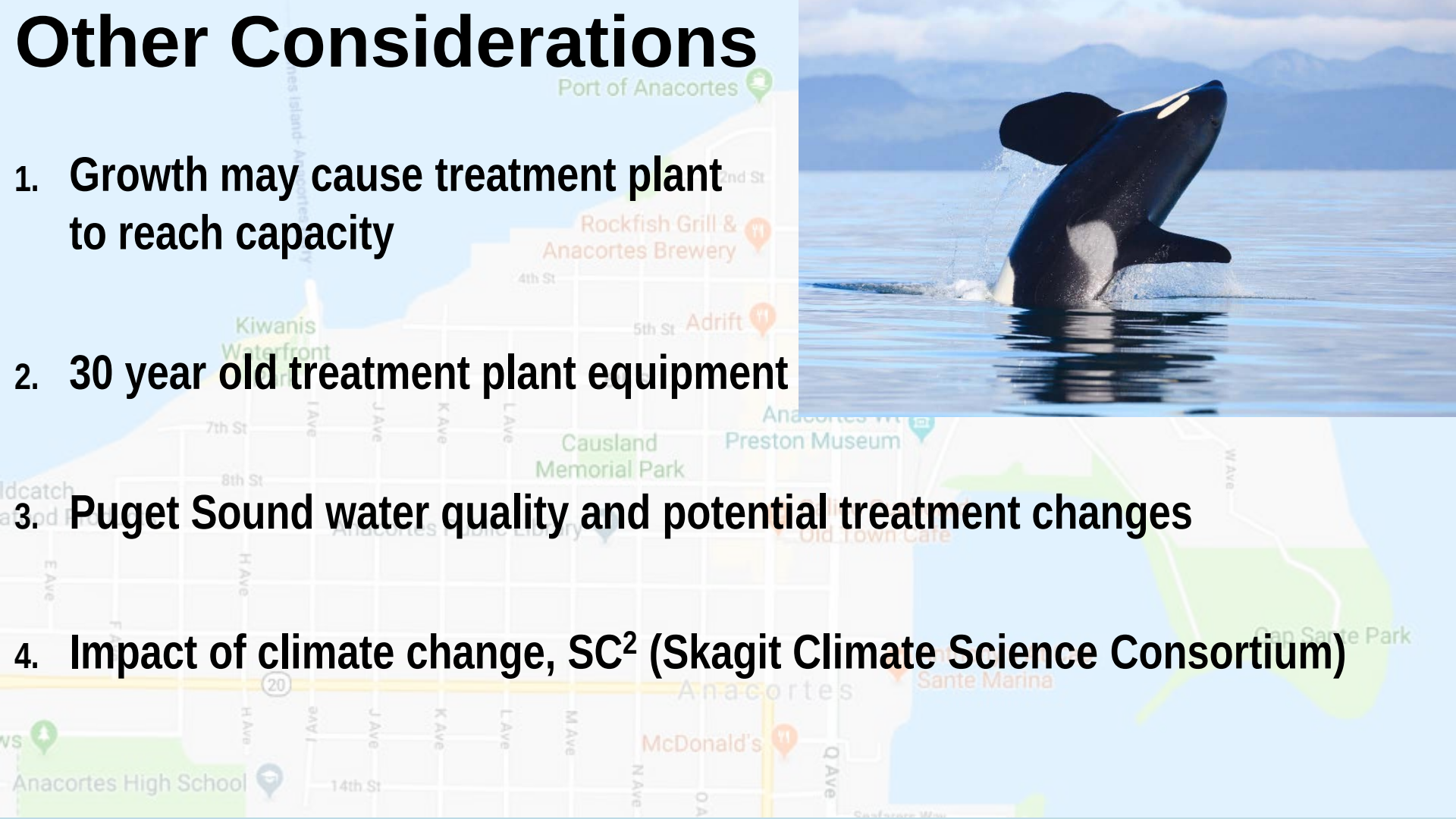
Options to solve the problem:

- Storage
- Increase Wastewater System Capacity



Other Considerations

1. Growth may cause treatment plant to reach capacity
2. 30 year old treatment plant equipment
3. Puget Sound water quality and potential treatment changes
4. Impact of climate change, SC² (Skagit Climate Science Consortium)



Quantify the problem

- Storage:
 - 3 million gallons
 - 4.5 million gallons with climate change
- Increase Wastewater System Capacity:
 - Existing 11 million gallons per day
 - Increase to 15 mgd
 - Increase to 18 mgd with climate change

Storage

- Used once every 2 years
- Operation and maintenance
- Cost - \$60 million
- Doesn't address treatment



Preferred Option - Phased Treatment Plant Upgrade

1. New Treatment Plant Outfall
 - 3 to 5 years
 - \$20 million
2. Treatment plant process upgrade
 - Future – To be determined



Preferred Option – Short Term Improvements

CSO Outfall Upgrade

- 1 to 2 years
- Reduces risk of SSO until treatment outfall is completed
- \$5 million



Questions?





City Council Agenda Bill

Meeting Date: 7/8/2019

Agenda Item: 7a

Subject: Update on Combined Sewer Overflow (CSO) Reduction Study (Discussion)

Staff Contact: Fred Buckenmeyer

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

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

Summary Statement: This is an update to Council regarding the City's effort to eliminate Sanitary Sewer Overflows

Background: See attached memo

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

Proposed Contract	
Contractor	
Amount	
Start Date	
End Date	

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented): Council Briefing Update

Memorandum

Date: Monday, July 01, 2019

Project: City of Anacortes – Sanitary Sewer Storage Study

To: Eric Shjarback – City of Anacortes
Fred Buckenmeyer – City of Anacortes

From: Eric Bergstrom – HDR
Colleen Petilla – HDR

Subject: Council Briefing Update

Background & Problem

The City of Anacortes (City) owns and operates a wastewater collection and treatment system. The operation of this system, including the discharge of treated effluent to Guemes Channel and Puget Sound, is permitted under a National Pollution Discharge Elimination System (NPDES) permit. The City's wastewater collection system is classified as a combined sewer in that it conveys both sanitary sewage and stormwater. During wet weather, the stormwater causes the wastewater flow to increase dramatically, even beyond the capacity of the treatment plant. When the flow exceeds the capacity of the plant, the excess is diverted to a NPDES permitted overflow site (outfall) to be released to Guemes Channel as an untreated combined sewage overflow (CSO). The permit requires the frequency of CSOs to be limited to an average of one per year per site. HDR has evaluated the flow response to rainfall in the wastewater collection system. Based on historical precipitation records, it is estimated that the frequency of CSO events is between once a year and once every two years, which meets NPDES permit requirements.

Even after the treatment plant has reached capacity, the excess flow in the wastewater system during large storm events can sometimes exceed the CSO outfall capacity, too. When this happens, the entire wastewater system becomes overloaded and results in discharges of excess sewage out of manholes in the downtown area. These discharges are classified as sanitary sewer overflows (SSOs) which is any discharge of untreated sewage to the environment other than at a permitted outfall. SSOs are prohibited by the City's NPDES permit.

The purpose of the Sanitary Sewer Storage Study Project is to assess the capacity of the sewer collection system, identify constrictions, and propose improvements to allow the City to stay in compliance with the NPDES permit. In addition to the City's challenge of eliminating SSOs, there are other factors that could influence the solution to the SSO problem, including:

- In 5-10 years, the flows to the wastewater treatment plant may approach the plant capacity due to population growth. The plant capacity is monitored by the Department of Ecology and approaching plant capacity would trigger planning to determine how the plant will be able to maintain compliance with the NPDES permit. This could result in a treatment plant expansion.

- Some equipment at the treatment plant is approaching the end of its useful life which will likely require replacement.
- There may be changes in the level of wastewater treatment required for dischargers to the Puget Sound, like Anacortes. These changes may be driven by water quality and wildlife protection for species such as salmon and orcas. The changes to the level of required wastewater treatment could result in modifications to the treatment process or the addition of new treatment facilities. The changes to the level of wastewater treatment are not determined at this time and are expected in the next 2-5 years.
- Climate change is predicted to cause a 22 percent increase in individual storm events by 2100 based on a report provided to Anacortes by SC² (Skagit Climate Science Consortium). The effect of this type of climate change will result in more stormwater in the combined sewer system.

SSO Control Options

Four options were identified that could address the City's SSO issues. The final alternative may be a combination of these options and will likely be influenced by permitting and regulatory agencies. The evaluation and selection of a preferred alternative is influenced by the effectiveness of eliminating SSOs, time to reduce or eliminate SSOs, cost effectiveness, and adaptability to changes that may be required in the future. An important consideration is that these improvements are addressing a problem that occurs approximately every two years, but it is a problem that violates the conditions of the City's NPDES permit. The four options include:

1. **Remove stormwater from the combined system** – Intuitively this is the logical solution; however, experience in several other local communities has established that this approach is generally ineffective and could take several years before a reduction in wet weather flows is realized. In the meantime, SSOs are likely to continue during heavy rainfall events. The City should continue to take action to remove stormwater from the sewer collection system, but this option is not being pursued further as the primary means of eliminating SSOs.
2. **Increase the CSO outfall capacity** – This would be the most cost effective, time-efficient way for the City to reduce the risk of SSOs, but it has potentially significant regulatory hurdles because of the perception that larger facilities are being provided to discharge more untreated sewage to the environment. The untreated sewage is already being released to the environment through the SSOs, but this option would just redirect the discharge to the permitted CSO outfall. Furthermore, the CSO discharge location underneath the pier at the shipyard is probably better than along Q Avenue because of the reduced risk of human contact. This option would not increase the frequency of CSOs, it would just increase the volume of CSOs for some events. Construction would require coordination with the shipyard. If the maximum feasible outfall upgrade is allowed, it will not eliminate the potential for a SSO. Even if the maximum outfall upgrade is not allowed, a partial increase of the outfall capacity would significantly reduce the risk of SSOs and could be implemented within 1 to 2 years. A budgetary project cost is \$5 million.

3. **Construct a storage facility** – An estimated 3 million gallon storage facility would be required to reduce the risk of SSOs. This would be a single purpose facility that would be used perhaps once every two years and would take 3 to 5 years to design and construct. A budgetary project cost is \$60 million. Climate change would increase the required storage volume to 4.5 million gallons. This option is not being considered further due to costs and limited future flexibility to adapt to changes at the treatment plant.
4. **Increase capacity of the wastewater treatment plant** – This is the next feasible option after Option 2 above. It is compatible with many of the potential future changes in wastewater treatment requirements, including additional treatment capacity, replacement of the aging treatment plant assets, more restrictive treatment requirements, and climate change. By itself, treatment plant upgrades will take several years (5 or more) to reduce the risk of SSOs and require a large capital expenditure in the next several years. If the capacity of the CSO outfall is increased under Option 2 first, then treatment plant improvements could be constructed on a relaxed schedule at a reduced cost because the risk for SSOs would be reduced. Another consideration is that the existing treatment plant outfall is in serviceable condition, but it lacks capacity for increases in treatment plant flows. The first step in this option would be replacement of the treatment plant outfall which would give the City the flexibility to adapt to future changes as they are defined. A budgetary project cost for just the treatment plant outfall upgrade is \$20 million. Additional costs will be incurred when the treatment plant improvements are defined.

Next Steps:

The next steps in the plan for implementation are as follows:

1. CSO Outfall Upgrade (Option 2) - Start work on a short term project to partially upgrade the CSO outfall to increase the capacity and explore the feasibility of a more extensive CSO outfall upgrade.
2. Regulatory Agency Coordination – Continue discussions with Department of Ecology (DOE), other regulatory agencies and stakeholders, and provide a plan update in fall 2019.
3. Treatment Plant Outfall (Option 4) – Begin treatment plant outfall feasibility planning and studies beginning in late 2019.
4. Consider combining the SSO Improvements into an Integrated Plan – This plan integrates planning for multiple Clean Water Act regulatory obligations into a unified plan so that improvements can be prioritized and a feasible schedule established.



Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning July 15, 2019

Subjects listed below have been tentatively suggested for consideration by the Anacortes City Council on the dates indicated. Items may be added to, removed from or rearranged on this list. Routine business such as approval of minutes and vouchers are not included. The complete Preliminary Agenda for each meeting is published at 3:00 on the Wednesday prior to the meeting. Published Agendas are subject to change and may be updated following the posting period. For additional information on agenda topics, please contact the City Clerk's office at 360-299-1960 to be directed to the sponsoring staff member.

July 15, 2019

- Municipal Fiber Update (Discussion)
- Ordinance 3040: Development Regulations and Zoning Map Amendments (Discussion)

July 22, 2019

- Contract Award: 14th Street Waterline Replacement #19-100-WTR-001 (Consent)

- Ordinance 3040: Development Regulations and Zoning Map Amendments (Discussion/Possible Action)

August 5, 2019

August 12, 2019

August 19, 2019

- Closed Record Decision Hearing, Calwest Inc., Ferry Terminal Road Conditional Use Permit to permit construction of 9-duplexes & preliminary approval of 9-lot short plat (Discussion/Possible Action)

August 26, 2019

- Sewer Rate Structure Update by FCS Group (Discussion)

September 3, 2019

September 9, 2019

Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

- Planning - CANCELLED, Monday, Jul 8, 2019, 5:00 PM, Main Conference Room, City Hall
- Skagit County Law & Justice Council, Wednesday, Jul 10, 2019, 8:15 AM, Mount Vernon
- Finance, Wednesday, Jul 10, 2019, 5:00 PM, Main Conference Room, City Hall
- Public Works, Monday, Jul 15, 2019, 5:00 PM, Main Conference Room, City Hall
- Planning, Monday, Jul 22, 2019, 5:00 PM, Main Conference Room, City Hall
- Finance, Wednesday, Jul 24, 2019, 5:00 PM, Main Conference Room, City Hall
