Anacortes City Council

Municipal Building Council Chambers
904 6th Street

July 1, 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. Finance Committee

4. **Public Comment**

5. **Consent Agenda (Action)**
   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

6. **Public Hearings**

7. **Other Business**
   a. Contract Award: 2019 Asphalt Overlay, #19-004-TRN-003 (Action)
   b. Contract Award: Fiber Optic Telemetry HPDE Fittings and Micro Duct Purchase #14-056-IDS-011 (Action)

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 8, 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 8, 2019

Special Meeting: 5:30 All Council Training: Microsoft Surface Books and Office 365 Rollout to Council Members

•Contract Award: Anacortes Public Library Roof Replacement #19-110-FAC-001 (Consent)
•Contract Award: Senior Center Metal Roof #19-066-FAC-001 (Consent)
•Update on Combined Sewer Overflow (CSO) Reduction Study (Discussion)
•Municipal Fiber Update (Discussion)

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July 15, 2019

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July 22, 2019

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

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August 5, 2019

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August 12, 2019

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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)

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August 26, 2019

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September 3, 2019

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Works, Monday, Jul 1, 2019, 5:00 PM, Main Conference Room, City Hall
•Port/City Liaison, Tuesday, Jul 2, 2019, 8:30 AM, Port of Anacortes
•Planning, Monday, Jul 8, 2019, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Jul 10, 2019, 5:00 PM, Main Conference Room, City Hall
•Skagit County Law & Justice Council, Wednesday, Jul 10, 2019, 8:15 AM, Mount Vernon
•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

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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 1, 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

Continue on back of sheet as needed

Mayor Laurie Gere called to order the Anacortes City Council meeting of June 24, 2019 at 6:00 p.m. Councilmembers Eric Johnson, Anthony Young, Ryan Walters, Brad Adams, Carolyn Moulton and Bruce McDougall were present. Councilmember Matt Miller was absent.

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mr. Walters reported that the Planning Committee meeting scheduled for earlier in the evening had been cancelled.

Ms. Moulton reported on the Skagit County Homeless Housing Plan Task Force meeting earlier in the day, following up on community meetings around the county.

Mayor Gere reported that earlier in the day she and Planning Director Don Measamer had attended a meeting with Skagit County regarding HB 1406 - Encouraging investments in affordable and supportive housing.

Public Comment

Pat Robinson, 1304 I Avenue, asked if anyone in the county had visited Seattle or Lake City to see the effects of their homelessness policies. Mr. Robinson spoke about Seattle's no tent law, said no Anacortes residents wanted tents in the right of way in front of their homes, and urged Council to put a no tent law in place. He said that homelessness increases crime in a community.

Consent Agenda

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

a. Minutes of June 17, 2019
b. Approval of Claims in the amount of: $642,750.54

The following vouchers/checks were approved for payment: EFT numbers: 93637 through 93666, total $449,772.55 Check numbers: 93667 through 93714, total $191,756.80 Wire transfer numbers: 251614 through 251898, total $1,187.49

OTHER BUSINESS

Samish Indian Nation Land Reaffirmation Act

Leslie Eastwood, General Manager of the Samish Indian Nation, requested Council support of HR 2961 to reaffirm the NW Regional BIA Director decision on November 9, 2018 to take 6.7 acres of land at Campbell Lake South into trust on behalf of the Samish Indian Nation. Ms. Eastwood's slides were added to the packet materials for the meeting. Ms. Eastwood noted that the property in question is outside Anacortes city limits and said Skagit County had submitted a letter of support. She reported that the Swinomish Indian Nation had appealed the BIA decision.

Mayor Gere invited members of the audience to comment on this agenda item. Kathleen Lorence-Flanagan requested clarification of the map displayed by Ms. Eastwood, which Ms. Eastwood provided.

Mr. Johnson moved, seconded by Mr. Young, to authorize the mayor to sign a letter from the city to Senators Cantwell and Murray and Representative Larsen showing support for HR 2961 following the drafts in the Council packet. Mr. Walters announced that as an employee of the Samish Indian Nation, he would abstain from voting on the motion. Vote: Ayes – Young, Adams, Moulton, McDougall and Johnson. Abstain – Walters. Motion carried.

Municipal Fiber Update
Municipal Broadband Business Manager Jim Lemberg presented the first regular monthly update to Council on the municipal fiber project, establishing a format for future reports. Mr. Lemberg referred to his slide presentation included in the packet materials for the meeting. Councilmembers requested additional information in future reports including: percent of annual budget expended (to compare to year % complete); fiber-related expenditures in BARS accounts other than 001.260 accounts; a breakdown of professional services expenditures; bar or line graphs comparing forecast to actual revenues, expenditures, and subscriber counts by month; bar or line graphs comparing number of residences passed and subscriber counts (reflecting take rate); and a color coded map showing which services are available in each part of town.

Administrative Services Director Emily Schuh advised that the proposed reconfiguration of the Finance Department to accommodate offices for the Fiber staff would be paid for with $50K budgeted for that purpose in the fiber budget. Mr. Walters requested an update on CDBG funding that had been allocated for ADA accessible counters in the Finance Department in light of the fiber expenditures for that purpose.

Contract Award: Fiber Network Engineering Consultant #19-112-FBR-001
Mr. Lemberg requested Council consent to issue a contract to Sound Computing Solutions, Inc. in the amount of $140,000.00 to perform as a Network Engineering Consultant. He explained the purpose of the contract was to have readily locally available network engineering expertise during the startup phase of the fiber project. Mr. Lemberg responded to councilmember questions about the contract terms and about how the consultant had been selected.

Mr. Johnson moved, seconded by Mr. Walters, to authorize the Mayor to sign contract 19-112-FBR-001 with Sound Computing Solutions, Inc. in the amount of $140,000.00 to perform as a Network Engineering consultant. Vote: Ayes – Walters, Adams, Moulton, McDougall, Johnson and Young. Motion carried.

Ordinance 3045: Amending Section 13.08.110(D) and Adding New Chapter 13.50
City Attorney Darcy Swetnam presented Ordinance 3045 for second read following its introduction at the June 10, 2019 City Council meeting. Ms. Swetnam explained the purpose of the ordinance and summarized its provisions. She recommended adoption of the ordinance. Mr. Walters confirmed with Ms. Swetnam that Council had not currently delegated its contracting authority for receivables service agreements such as those anticipated by proposed AMC 13.56.030.

Mr. Walters moved, seconded by Mr. Young, to approve Ordinance 3045 as presented.

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

Vote: Ayes – Adams, Moulton, McDougall, Johnson, Young and Walters. Motion carried.

Resolution 2050: Unified Fee Schedule Update: Add Fiber Fees
Finance Director Steve Hoglund presented Resolution 2050 updating the Unified Fee Schedule to establish fiber internet service fees as first presented at the May 20, 2019 City Council meeting and as reviewed during Mr. Lemberg's presentation earlier in the evening. Mr. Hoglund said the revised Unified Fee Schedule also introduced a $2/month utility bill credit for any city utility customer enrolled in both City Autopay and paperless

billing. Mr. Walters reported that the Finance Committee recommended the utility credit. He asked that the wording in the fee schedule and in all promotional materials make it very clear that only City Autopay via ACH by the city qualified for the credit. Ms. Moulton asked that the fee schedule clarify when the credit would go into effect.

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

Mr. Walters moved, seconded by Mr. Young, to approve Resolution 2050 adopting new fiber optic internet service fees and the $2 utility bill credit, with the change to note that the $2 utility bill credit is available only for *City ACH Autopay* and paperless billing. Vote: Ayes – Moulton, McDougall, Johnson, Young, Walters and Adams. Motion carried.

Resolution 2042: Authorizing Tourism Promotion Funds to Heart of Anacortes Summer Concert Series
Mr. Hoglund introduced Resolution 2042 presenting the Lodging Tax Advisory Committee recommendation on a mid-year request from the City of Anacortes Parks and Recreation Department for funding for the Heart of Anacortes 2019 Summer Concert Series. Mayor Gere, Parks and Recreation Director Jonn Lunsford, and councilmembers discussed the LTAC's recommendation to fund only a portion of the requested amount and recognized that the remainder of the actual cost would be borne by the Parks Department budget. Mr. Walters reminded that the RCW only allowed Council to accept or deny the LTAC's recommendation, it did not allow Council to award a different amount.

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

Mr. Walters moved, seconded by Mr. Johnson, to approve Resolution 2042 as presented. Vote: Ayes – McDougall, Johnson, Young, Walters, Adams and Moulton. Motion carried.

At approximately 7:40 p.m. Mayor Gere called a five minute break. At 7:46 p.m. the mayor called the meeting back to order.

Purchasing Practices
Mr. Hoglund reported on departmental purchasing practices in response to ongoing councilmember questions about online purchases. His slide presentation was included in the packet materials for the meeting. Councilmembers engaged in extended discussion of the effects of purchasing from local and distant vendors and the state laws governing purchasing by municipalities. Several councilmembers suggested implementing centralized purchasing as a means of achieving cost savings. Ms. Moulton suggested a flow chart to guide staff in making efficient purchasing decisions in the local marketplace. She requested that Mr. Hoglund update his FY 2018 Purchasing Statistics slide with the percentage of local purchases in addition to the percentage of Amazon purchases. Ms. Moulton and Mr. McDougall supported a longer term effort to address the vitality of local cities in the global marketplace.

There being no further business, at approximately 8:40 p.m. the Anacortes City Council meeting of June 24, 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 1, 2019 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
252150	1/8/2019	27037	DAHL ELECTRIC, INC	WTP SUMP PUMP REPAIRS	$ 377.22	dwtp
252267	2/21/2019	11012	ACE CONCRETE CUTTING LLC	ASPHALT CORES	$ 1,425.00	pw1
251942	4/22/2019	11421338	POWERPLAN	CUTTING EDGE- VEH #410	$ 106.15	dshop
252145	5/1/2019	3004579781	THYSSENKRUPP ELEVATOR CORP	LIBRARY ELEVATOR PHONE MONITORING 5/1-7/31/19	$ 52.85	publib
252238	5/2/2019	92567	VECA ELECTRIC & TECHNOLOGIES	WA PARK LOWER RESTROOMS FANS & LIGHTS INSTALLATION	$ 434.80	parks1
252078	5/14/2019	IN1340809	MUNICIPAL EMERGENCY SERVICES	SCBA COVER ASSEMBLY/SHUT OFF	$ 474.08	medic
252153	5/17/2019	48776	ROBINSON BROTHERS	FIBER BUILD - PHASE 3 - THROUGH 5/16/19	$ 65,569.17	pw1
252144	5/17/2019	31-C18047668:1	SAMISH INDIAN HEALTH PRC	REFUND AMBULANCE OVERPAYMENT	$ 138.28	finance
251947	5/20/2019	0551085563	HONEY BUCKET	UNIT AT MT. ERIE 5/20-6/16/19	$ 119.50	parks1
252018	5/20/2019	9830555315	VERIZON WIRELESS	SCADA COMMUNICATION~4/21-5/20/19	$ 1,086.48	dwwtp
250599	5/26/2019	PettyCashYerby	PETTY CASH FUND	REIMBURSE CHARGED BOOK SALE	$ 50.00	museum
252146	5/31/2019	INV-US21105	BIBLIOTHECA , LLC	OFFICE AND OPERATING SUPPLIES	$ 37.50	publib
251940	5/31/2019	273	BOYS & GIRLS CLUBS	MAY - LUNCH PROGRAM SERVICE PROVISION	$ 460.00	finance
251938	5/31/2019	199	BUBBA SUDZ CAR WASH, INC.	MAY CAR WASHES- 18	$ 162.00	dshop
252008	5/31/2019	19-18700	EDGE ANALYTICAL, INC	THICKENED SLUDGE TESTING	$ 114.00	dwwtp
252122	5/31/2019	154515	INFOSEND, INC.	MAY 2019 PROCESSING	$ 3,491.34	finance
252232	5/31/2019	114-8586919	UNITED SITE SERVICES, INC	INTAKE PORTA-POTTI RENTAL 5/1-5/31/19	$ 139.60	dwtp
252264	6/1/2019	101412	ASSOCIATION OF WASHINGTON	SUPPLEMENTAL LIFE INSURANCE	$ 6.40	hr
251763	6/1/2019	190-1840-00	CITY OF ANACORTES	UTILITY BILLING FOR WWTP 5/1-5/31/19	$ 5,307.56	dwwtp
252139	6/3/2019	N03376	DEPARTMENT OF HEALTH	REVIEW, APPROVAL PILOT FILTER PROJECT	$ 2,204.00	dwtp
252147	6/4/2019	5005654	ANACORTES AMERICAN	LIBRARY SUBSCRIPTION RENEWAL 7/3/19-7/1/20	$ 58.00	publib
252226	6/4/2019	48849	ROBINSON BROTHERS	FIBER BUILD - PHASE 3 - THROUGH 5/31/19	$ 20,345.43	pw1
252261	6/5/2019	11494693	HACH COMPANY	CHLORINE FREE CL17 REAGENT SET X 13	$ 873.27	dwtp
252258	6/6/2019	11499994	HACH COMPANY	CHLORINE STANDARD	$ 74.81	dwtp
252268	6/7/2019	1062627	BUILDERS EXCHANGE OF	HOTSING OF BID DOCUMENTS FOR 19-004-TRN-002 & 19-009-TRN-002	$ 96.35	pw1
252010	6/7/2019	19-18759	EDGE ANALYTICAL, INC	THICKENED SLUDGE TESTING	$ 159.00	dwwtp
251633	6/7/2019	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 5/8-6/6/19	$ 17.93	finance
252271	6/10/2019	WABUR212316	FASTENAL COMPANY	ASPIRIN, EYE SOLUTION	$ 84.84	dwtp
251843	6/10/2019	0006704-IN	FURROW PUMP	GRIF 1/2" BK PVC	$ 386.34	wdist
252262	6/10/2019	11500768	HACH COMPANY	CHLORINE STANDARD	$ 164.65	dwtp
252259	6/10/2019	11500825	HACH COMPANY	SC200 UNIVERSAL CONTROLLERS X 2	$ 4,222.47	dwtp
252219	6/10/2019	1361063	POLYDYNE, INC	CLARIFLOC	$ 941.18	dwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
252140	6/10/2019	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 5/7-6/5/19	$ 3,726.25	dwtp
251757	6/10/2019	300000300008	PUGET SOUND ENERGY INC	FERRY TERMINAL AND PUMP STATIONS 5/7-6/5/19	$ 2,543.12	dwwtp
252076	6/10/2019	1289073	SURETY PEST CONTROL	OPS: MONTHLY PEST MAINTENANCE	$ 65.22	dshop
252236	6/10/2019	919210	USA BLUE BOOK	SULFURIC ACID, BUFFER	$ 214.07	dwtp
252263	6/11/2019	11502408	HACH COMPANY	TITRAVER STANDARD, METHYL ORANGE INDICATOR, CHLORINE STANDARD, DPD FREE PACKETS	$ 436.56	dwtp
252141	6/11/2019	200024889996	PUGET SOUND ENERGY INC	WTP INTAKE ELECTRICITY 5/10-6/10/19	$ 343.66	dwtp
252217	6/11/2019	KT573034	UNIVAR USA INC	SODIUM HYDROXIDE (CAUSTIC)	$ 5,315.84	dwtp
252222	6/11/2019	09065689	WAVE	FIBER SERVICES 6/12-7/31/19	$ 2,417.99	fiber
252151	6/12/2019	24240	ALLMAX SOFTWARE, INC.	OPERATOR 10 WATER ANNUAL SUPPORT - 5/31/2020	$ 1,980.00	dwtp
252016	6/12/2019	E-21238	BELLINGHAM SIGNS BY TOMORROW	MADRONA GROVE SIGN-MALEC	$ 15.74	parks1
252138	6/12/2019	19-21274	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	$ 165.00	dwtp
252137	6/12/2019	19-21275	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	$ 15.00	dwtp
252272	6/12/2019	WABUR212394	FASTENAL COMPANY	SAFTY LABELS	$ 69.05	dwtp
252228	6/12/2019	331 0465922	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	$ 59.49	dwtp
252241	6/13/2019	611763	BRANOM INSTRUMENT CO .INC	WTP SIEMENS MAGFLO METER VERIFICATIONS - SENSORPROMS	$ 238.70	dwtp
252221	6/13/2019	92662412	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	$ 4,870.68	dwtp
252225	6/13/2019	48921	ROBINSON BROTHERS	FIBER BUILD - PHASE 3 - THROUGH 6/15/19	$ 23,137.18	pw1
252250	6/13/2019	4144173	SKAGIT VALLEY POLARIS KAWASAKI	FUEL PUMP, AIRBOX BOOT, FILTER- VEH #838	$ 271.72	dshop
252091	6/13/2019	1286599	SURETY PEST CONTROL	STATION 2 MAINTENANCE: JUNE	$ 44.57	medic
252233	6/13/2019	923086	USA BLUE BOOK	PH BUFFER 6.0	$ 44.43	dwtp
252235	6/13/2019	923194	USA BLUE BOOK	PH BUFFER 8.0	$ 68.82	dwtp
252154	6/13/2019	114518	WALTON BEVERAGE COMPANY, INC	WTP BREAKROOM SUPPLIES	$ 91.50	dwtp
252311	6/13/2019	26990	WESTERN SYSTEMS REFUSE &	WEAR STRIP- VEH #512	$ 91.58	dshop
252142	6/14/2019	31-C18057706:1	AETNA	REFUND AMBULANCE OVERPAYMENT	$ 892.60	finance
252131	6/14/2019	19-19714	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	$ 49.00	dwtp
252000	6/14/2019	001-437188	PISTON SERVICE OF ANACORTES	AIR FILTER- SHOP STOCK	$ 38.34	dshop
251939	6/14/2019	P11386-09	SONSRAY MACHINERY, LLC	BUMPER- VEH #403	$ 46.16	dshop
252014	6/14/2019	T1900118	WASHINGTON STATE PATROL	EVOC INSTR TRAINING, LODGING AND MEALS; OFC SCHEEPERS	$ 1,722.91	apd
252128	6/15/2019	90648	LAKESIDE INDUSTRIES, INC.	CLYDE WAY PROJECT - ROCK AND DUMP FEES	$ 6,941.76	dshop
252124	6/15/2019	90649	LAKESIDE INDUSTRIES, INC.	ROCK SALES 3" -0 FOR WEST 4TH ST.	$ 68.31	dshop
251897	6/17/2019	10162148	ADAMS, JULIE	REFUND CANCELLED CAMPING RESERVATION	$ 27.00	parks1
252002	6/17/2019	8498 30 017 0543538	COMCAST	DEPOT 611 R AVENUE - 6/22-7/21/19	$ 186.15	parks1

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252009	6/17/2019	19-20546	EDGE ANALYTICAL, INC	EFFLUENT TESTING	$ 140.00	dwwtp
252133	6/17/2019	19-20902	EDGE ANALYTICAL, INC	FLUORIDE ANALYSIS	$ 26.00	dwtp
251933	6/17/2019	012981368	GALLS, LLC.	BALLISTIC VEST CARRIER AND POUCHES; OFC MEYER	$ 1,135.92	apd
252094	6/17/2019	1340440	GENERAL PACIFIC INC	18MM STRAIGHT COUPLER	$ 75.00	wdist
252218	6/17/2019	643270	HASA, INC	SODIUM HYPOCHLORITE	$ 4,594.65	dwtp
252247	6/17/2019	0551120013	HONEY BUCKET	UNIT AT MT. ERIE 6/17-7/14/2019	$ 119.50	parks1
251935	6/17/2019	001-437424	PISTON SERVICE OF ANACORTES	LIFT SUPPORT- #157	$ 15.08	dshop
252081	6/17/2019	RE 41 JA2711 L159	WASHINGTON STATE DEPARTMENT	SIGNAL LIGHT MAINTENANCE MAY 2019	$ 142.78	dshop
252270	6/18/2019	101412	ASSOCIATION OF WASHINGTON	JULY, SUPPLEMENTAL LIFE INSURANCE	$ 512.90	hr
252070	6/18/2019	4360430	CARDINAL HEALTH 110, INC.	ACCU-CHECK (2 CASES), PHARMACEUTICALS	$ 235.68	medic
251945	6/18/2019	038 200 0000 2	CASCADE NATURAL GAS CORP.	APD 5/18-6/17/19	$ 334.67	apd
252007	6/18/2019	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 5/18-6/17/19	$ 244.57	publib
252087	6/18/2019	169 400 0000 9	CASCADE NATURAL GAS CORP.	STA 2: 5/18 - 6/17	$ 27.15	medic
252082	6/18/2019	199 800 0000 4	CASCADE NATURAL GAS CORP.	MUSEUM 5/18-6/17/19	$ 17.48	museum
251951	6/18/2019	260 037 3822 1	CASCADE NATURAL GAS CORP.	DEPOT 5/18-6/17/19	$ 36.02	parks1
251946	6/18/2019	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 5/18-6/19/19	$ 119.19	hr
251950	6/18/2019	538 000 0000 1	CASCADE NATURAL GAS CORP.	GRAND VIEW 5/18-6/17/19	$ 23.42	parks1
251949	6/18/2019	638 000 0000 0	CASCADE NATURAL GAS CORP.	GRAND VIEW #B 5/18-6/17/19	$ 15.98	parks1
252086	6/18/2019	674 400 0000 7	CASCADE NATURAL GAS CORP.	STA 1: 5/18 - 6/17/19	$ 41.28	medic
252015	6/18/2019	710 300 0000 5	CASCADE NATURAL GAS CORP.	OPERATIONS: 05/18-06/17/19	$ 179.80	dshop
251943	6/18/2019	795 700 0000 4	CASCADE NATURAL GAS CORP.	CITY HALL 5/18-6/19/19	$ 13.75	finance
252080	6/18/2019	912 800 0000 0	CASCADE NATURAL GAS CORP.	MUSEUM 5/18-6/174/19	$ 33.64	museum
251948	6/18/2019	917 600 0000 9	CASCADE NATURAL GAS CORP.	VOL. PARK 5/18-6/17/19	$ 18.20	parks1
251999	6/18/2019	989 800 0000 8	CASCADE NATURAL GAS CORP.	WWTP 5/18-6/17/19	$ 14.50	dwwtp
252134	6/18/2019	19-18365	EDGE ANALYTICAL, INC	HAA/THM ANALYSIS	$ 998.00	dwtp
252012	6/18/2019	012992056	GALLS, LLC.	UNIFORM PANTS; OFC WILSON	$ 59.76	apd
252013	6/18/2019	012992103	GALLS, LLC.	BALLISTIC VEST WITH CARRIER AND POUCHES; OFC SCHEEPERS	$ 1,135.92	apd
252253	6/18/2019	155549	INFOSEND, INC.	2019 FIREWORKS (INSERTION FEE)	$ 99.23	parks1
252011	6/18/2019	146808	NORTHSTAR CHEMICAL INC.	SODUM BISULFITE 38% SOLLUTION	$ 2,004.65	dwwtp
252229	6/18/2019	162713	OASYS INC	CANON TX3000 36" PLOTTER FOR ENGINEERING	$ 7,460.79	pw1
251937	6/18/2019	001-437522	PISTON SERVICE OF ANACORTES	AIR FILTER- SHOP STOCK	$ 38.34	dshop
251934	6/18/2019	001-437536	PISTON SERVICE OF ANACORTES	HYDRAULIC HOSES- 512	$ 95.36	dshop
252252	6/18/2019	001-437612	PISTON SERVICE OF ANACORTES	BEARING PROTECTOR- #510	$ 27.09	dshop
252088	6/18/2019	RT-130 Wildland	POLLACK, JORDAN D	MAY 10 & 11 WILDLAND REFRESHER CLASSES	$ 2,920.00	medic
252240	6/18/2019	P0002-24	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WTP - 5/6/19-6/10/19	$ 4,330.00	pw1

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
251903	6/18/2019	ContractSeahawk	SEAHAWK VOLLEYBALL BOOSTER	PAYMENT FOR INSTRUCTING YOUTH VOLLEYBALL CAMP	$ 608.00	pkrec
252227	6/18/2019	413103	THE LIBRARY STORE, INC	LIBRARY SUPPLIES	$ 1,042.70	publib
251936	6/18/2019	331 0466852	UNIFIRST CORPORATION	LAUNDRY SERVICE- WATER DEPT	$ 59.39	wdist
252260	6/18/2019	0542005-001	UNUM LIFE INS CO OF AMERICA	JULY, LEOFF LONG-TERM CARE PREMIUM	$ 1,024.90	hr
252006	6/18/2019	9534	WETLANDS & WOODLANDS, INC.	LAVENDER/ROSEMARY/SPIREA	$ 354.36	parks1
251944	6/19/2019	3537	ANACORTES TOWING, LLC	TOWING; APD CASE 19-A04100	$ 163.05	apd
252072	6/19/2019	1991292451	ARAMARK	STA 3 MAT & MOP SERVICE: 6/19	$ 21.74	medic
252135	6/19/2019	19-22152	EDGE ANALYTICAL, INC	BACT ANALYSIS FINISHED	$ 15.00	dwtp
252136	6/19/2019	19-22273	EDGE ANALYTICAL, INC	TCR ANALYSIS BOOSTERS	$ 165.00	dwtp
252273	6/19/2019	WABUR212574	FASTENAL COMPANY	VHB TAPE	$ 48.26	dwtp
252003	6/19/2019	125324	FRONTIER FORD	INDICATOR- VEH #157	$ 26.98	dshop
252121	6/19/2019	125327	FRONTIER FORD	IDLE CONTROL VALVE- VEH #039	$ 107.50	dshop
252005	6/19/2019	812-3821	GCR TIRES & SERVICES	TIRES- SHOP STOCK	$ 1,257.44	dshop
252269	6/19/2019	11514079	HACH COMPANY	CL17 MAINTENANCE KITS X 13	$ 3,443.88	dwtp
252266	6/19/2019	11515903	HACH COMPANY	BUFFERS, SAMPLE CELLS, TRUBIDITY STANDARDS CAL KIT	$ 322.40	dwtp
251931	6/19/2019	ReimbHimba	HIBMA, NICHOLAS	REIMBURSEMENT FOR WATER DISTRIBUTION	$ 187.00	wdist
252246	6/19/2019	10142	KRIEG CONSTRUCTION, INC	1/2" HMA FOR CLYDE WAY PAVING	$ 12,911.21	dshop
252001	6/19/2019	001-437652	PISTON SERVICE OF ANACORTES	MISC FILTERS- SHOP STOCK	$ 93.82	dshop
252120	6/19/2019	1168403	SKAGIT PUBLISHING LLC	PUBLISH AA-1910898 AA-1910913 AA-1911214 AA-1911932 AA-1911954	$ 535.92	finance
252083	6/19/2019	190839	T-SHIRTS BY DESIGN	XL DUFFLE BAGS WITH LOGO & NAME	$ 265.23	medic
252017	6/19/2019	109746262	ULINE, INC.	PLASTIC DRUM WITH LID	$ 161.12	dwwtp
252230	6/19/2019	331 0467015	UNIFIRST CORPORATION	LAUNDRY SERVICE	$ 114.09	dwtp
252073	6/20/2019	1991294462	ARAMARK	STATION 2 MAT & MAT SERVICE: 6/20	$ 21.74	medic
252075	6/20/2019	1991294463	ARAMARK	STA 3 MAT & MOP SERVICE: 6/20	$ 21.74	medic
252067	6/20/2019	1991294471	ARAMARK	OPS & PARKS LAUNDRY SVC FOR	$ 63.79	finance
252074	6/20/2019	1991294472	ARAMARK	OPS: MAT CLEANING 6/20/19	$ 34.96	dshop
252071	6/20/2019	4368790	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	$ 36.15	medic
252220	6/20/2019	92667585	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	$ 4,823.76	dwtp
252064	6/20/2019	80124082-1902732120	EMERALD RECYCLING SVCS INC	WASTE REMOVAL- SHOP	$ 190.12	dshop
252089	6/20/2019	1107018140	FERRELLGAS, LP	PROPANE- SHOP	$ 67.82	dshop
252084	6/20/2019	06/20/2019	FIDALGO CLEANING	MHC CLEANING 6/6-6/20/19	$ 50.00	museum
252085	6/20/2019	06/20/2019	FIDALGO CLEANING	MUSEUM CLEANING 6/6-6/20/19	$ 100.00	museum
252090	6/20/2019	812-3860	GCR TIRES & SERVICES	DISMOUNT & MOUNT TIRES- VEH #512	$ 473.71	dshop
252093	6/20/2019	9310730019	GRAYBAR ELECTRIC COMPANY, INC	UNIVERSAL 1.25 MM ADAPTER FOR HILITE	$ 65.48	wdist
252234	6/20/2019	1626	IPV4 MARKET GROUP, LLC	PURCHASE OF IPV4 ADDRESSES FOR FIBER NETWORK	$ 20,480.00	fiber
252132	6/20/2019	1325	JAMIE'S SIGNS	PUBLIC NOTICE SIGNS	$ 564.20	plan

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
252245	6/20/2019	10198	KRIEG CONSTRUCTION, INC	1/2" HMA - FOR CLYDE WAY PAVING	$ 6,548.35	dshop
252237	6/20/2019	3391	NW CLEANERS	2019-2020 JANITORIAL SERVICES - JUNE 2019	$ 4,539.00	pwfac
252129	6/20/2019	APD Q3 19	SKAGIT 911	3RD INSTALLMENT BILLING FOR FISCAL YEAR 2019: 911	$ 47,914.00	apd
252092	6/21/2019	10179673	BRUMM, JOEL	REFUND-CAMPING SITE C11	$ 105.00	parks1
252065	6/21/2019	284973	DOG WASTE DEPOT	38 DOG WASTE CASES	$ 2,212.34	parks1
252127	6/21/2019	19-22736	EDGE ANALYTICAL, INC	CHROMOGENIC SUBSTRATE TEST	$ 15.00	wdist
252079	6/21/2019	Reimburse #4 (2017)	HOUSING AUTHORITY OF THE CITY	CDBG HA REHAB 2017	$ 10,291.45	plan
252077	6/21/2019	Reimbursement #1	HOUSING AUTHORITY OF THE CITY	CDBG HOUSING AUTH 2018 REHAB	$ 58,037.87	plan
252069	6/21/2019	KRH	HUNTING, KENNETH	REIMBURSEMENT: 2 COFFEE URNS FOR CERT TRAILER	$ 60.00	medic
252095	6/21/2019	001-437854	PISTON SERVICE OF ANACORTES	RADIATOR- VEH #122	$ 155.17	dshop
252119	6/21/2019	001-437910	PISTON SERVICE OF ANACORTES	OIL FILTER- #157	$ 5.60	dshop
252096	6/21/2019	0582084-IN	REISNER DISTRIBUTOR INC	OIL FOR THE PLANT	$ 271.13	dwwtp
252068	6/21/2019	10171378	SCHUMACHER, LAURA	REFUND-CAMPING CANCELLATION	$ 122.00	parks1
252125	6/22/2019	8127532561	SHRED-IT USA, LLC	OLD RECORDS DESTROYED - APD	$ 55.73	apd
252149	6/22/2019	8127535359	SHRED-IT USA, LLC	CONTAINER SHREDDING - CITY HALL	$ 48.46	hr
252126	6/22/2019	00005W5A83259	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 6-22-19	$ 28.66	apd
252152	6/23/2019	06/23/2019	FIDALGO CLEANING	APD CLEANING & SUPPLIES	$ 700.00	apd
252130	6/24/2019	19-20953	EDGE ANALYTICAL, INC	BACT ANALYSIS RAW	$ 49.00	dwtp
252306	6/24/2019	169966	NAPA	MARKER LIGHTS- VEH #605	$ 4.01	dshop
252123	6/24/2019	001-438067	PISTON SERVICE OF ANACORTES	WINDSHIELD WIPERS- VEH #017	$ 23.81	dshop
252251	6/24/2019	001-438131	PISTON SERVICE OF ANACORTES	LED CLEAR LIGHTS- VEH #605	$ 33.32	dshop
252239	6/24/2019	S20183910	SUPERIOR SYSTEMS, INC	WWTP INCINERATOR EXHAUST SCRUBBER PLATFORM - CONSTRUCTION	$ 7,954.66	dwwtp
252244	6/24/2019	190866	T-SHIRTS BY DESIGN	BARK IN THE PARK T SHIRTS	$ 271.75	parks1
252257	6/25/2019	LTAC Museum 20190625	ANACORTES MUSEUM FOUNDATION	LTAC MUSEUM TOURISM MARKETING	$ 2,000.00	plan
252265	6/25/2019	Langsponies2019	LANG'S HORSE & PONY FARM	2019 KIDS R BEST FEST PONY RIDES	$ 1,075.00	parks1
252224	6/25/2019	PettyCashBray	PETTY CASH FUND	PETTY CASH REIMB	$ 110.00	finance
252249	6/25/2019	10167488	ROWAN, KIRK	CAMPGROUND REFUND	$ 162.00	parks1
252308	6/25/2019	0240353-IN	SIRENNET.COM	DOME LIGHT- #210A	$ 129.09	dshop
252243	6/25/2019	10163386	STRATTON, FRANK	REFUND - CAMPING AT WP	$ 83.00	parks1
252231	6/25/2019	Pay App 1	TRINITY CONTRACTORS, INC	2019 ASPHALT OVERLAY - UTILITY AND PEDESTRIAN IMPROVEMENTS	$ 54,281.15	pw1

Total **$439,873.91**

City Council Contract Agenda Bill

Meeting Date: 7/1/2019 **Agenda Item**: 5c

Subject: Contract Award – March Point Area Roadway Repair 2019 #19-007-TRN-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 $149,815.00 to Trinity Contractors, Inc. to perform the March Point Area Roadway Repair 2019. This project provides for road improvements including (not limited to) repairing cracks, removing potholes, and sub-grades (low areas, bumps, etc.), and to install gravel base, asphalt patching, crack sealing, shoulder dressing, adjusting utility appurtenances, pre-leveling, and other work. The project is located: On South March Point Road from March Point Road thence easterly to the city limits, and on Reservation Road from Stevenson Road thence northerly to the intersection of South March Point Road, on March Point Road approximately 1,300 feet southerly of the city limits, and on Thompson Road at the intersection of State Route 20, northerly side of the intersection.

Background:

1. History: Roadway maintenance and improvements projects are in large part guided by the Pavement Management Budget Options Report, February 2018 (prepared by Capitol Asset & Pavement Services for Public Works, Engineering). This project is composed of two contracts: one for repair of existing pavement, which is bid by general contractors. The other is roadway sealing, which is performed via Interlocal Agreement C20170337 with Skagit County Public Works. The sealant will be a “cape seal” which is Bituminous Surface Treatment (BST, commonly referred to as “chip seal”), with a fine coat applied over the BST to make a relatively smooth surface. The roads within the project are classified as Urban Minor Arterial and Collector Arterials. The project area is generally zoned industrial:
    - MARCH PT RD carries oil tank freight to and from Shell Oil and Marathon, including supportive heavy industries.
    - S MARCH PT RD is utilized for concrete hauling (Miles Sand & Gravel), oil tank freight (Whole Energy Fuel Corporation), and heavy steel products (T Bailey, Inc.), supporting heavy freight daily. These impact RESERVATION RD north of SR-20 as well.
    - THOMPSON RD supports heavy freight to the oil refineries, and significant turning traffic at Frontier Ford.
    - RESERVATION RD, and PADILLA HTS RD are under heavy industrial traffic from Central Welding Supply (steel), Sun and Bark & Topsoil (dump truck and heavy construction equipment crossing, including SRV Construction trucks approaching westerly), and also supports Jerry Smith Chevrolet.

    The 10,308 total linear feet of roadway in this condition would typically require a mixture of 3” mill & fill, and full-depth repair at an estimated cost of ± $920,000 (preliminary estimate – does not including repair to portions of these roads of the project that are in better condition). The Engineering Division is instead, after research for options, applying a double coat of Bituminous Surface Treatment (DBST) to the mill & fill/full-depth repair portions of the project, at a cost of approximately $98,000 (saving ± $822,000). The City has not previously utilized DBST for repair of severely worn road surfaces. The Engineering Division is confident that this approach will be satisfactory.

2. Key Terms:
   - Contract is for a fixed price of $149,815.00.
   - The Contractor is to begin work within Ten (20) Working days after the date of the Notice to Proceed and to achieve Physical Completion within Twenty (20) Working days from the date work begins
3. Competitive Bidding: On June 10, 2019 the City issued an Invitation to Bid for the subject project and on June 25, 2019 a bid opening was conducted and 2 bids were received. Trinity Contractors, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was $175,000. Bid results are provided as an attachment hereto.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-007-TRN-001 with Trinity Contractors, Inc. in the amount of $149,815.00 to perform the March Point Area Roadway Repair 2019.

Alternative Actions: Not award the contract

Attachments: Bid Results, Vicinity Map, Contract 19-007-TRN-001

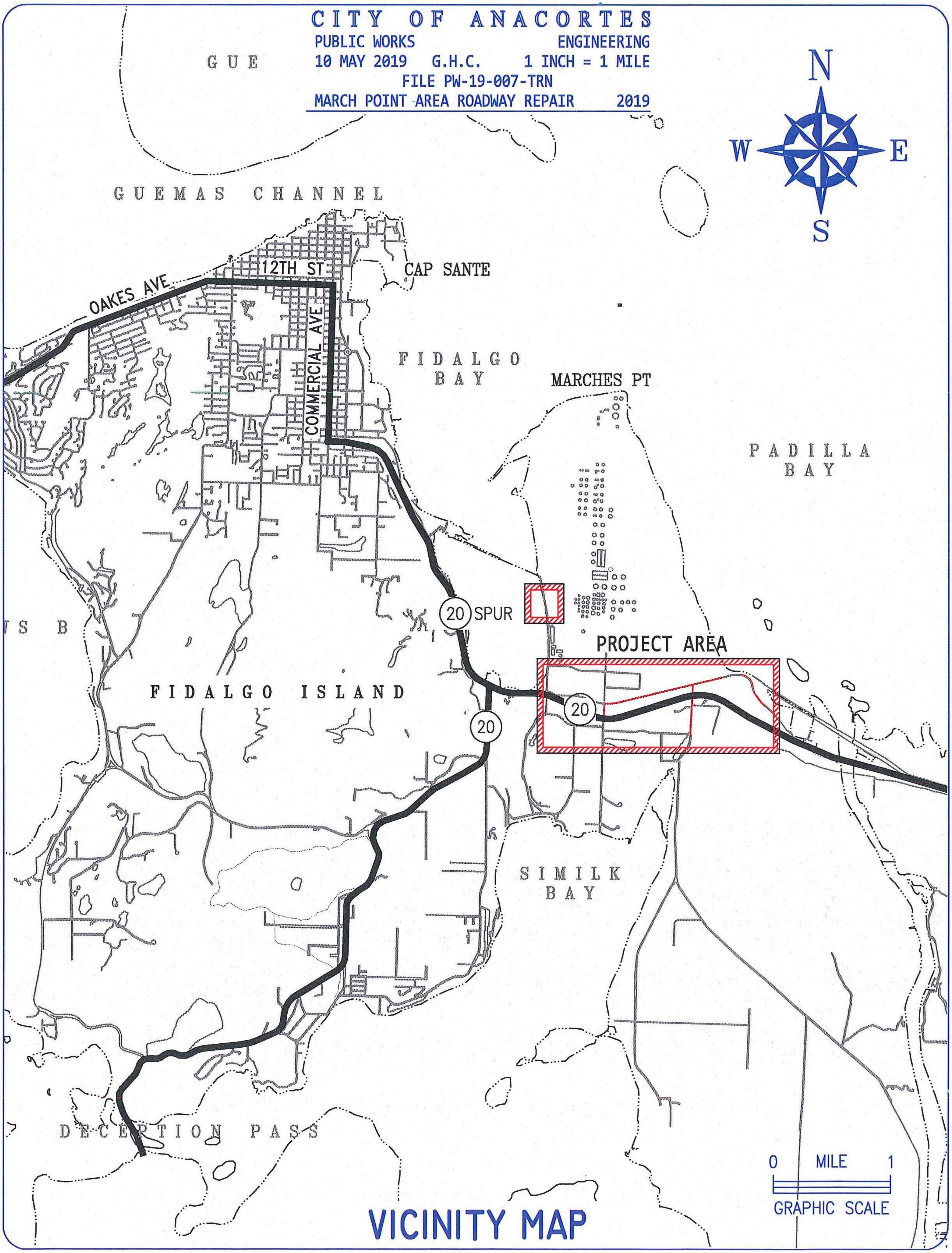
Contractor	Trinity Contractors, Inc.
Contract Amount	$149,815.00
Earmarked Funds	$1,815,000.00
BARS #	104.720.542.30.41
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	20 working days

CITY OF ANACORTES
WASHINGTON

PUBLIC WORKS CONSTRUCTION PROJECT BID TABULATION - BID DATE 6/25/19

MARCH POINT AREA ROADWAY REPAIR 2019 PW-19-007-TRN-001				Trinity Contractors		SRV Construction, Inc	
ITEM	DESCRIPTION	QTY	UNIT	UNIT $	TOTAL $	UNIT $	TOTAL $
1	Mobilization	1	LS	$ 10,000.00	$ 10,000.00	$ 44,300.00	$ 44,300.00
2	SPCC Plan	1	LS	$ 500.00	$ 500.00	$ 500.00	$ 500.00
3	Inlet Protection	8	EA	$ 50.00	$ 400.00	$ 80.00	$ 640.00
4	Project Temporary Traffic Control	1	LS	$ 10,000.00	$ 10,000.00	$ 14,500.00	$ 14,500.00
5	Shoring or Extra Excavation Class B	1	LS	$ 1.00	$ 1.00	$ 75.00	$ 75.00
6	T E S C	1	LS	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00
7	Sawcutting Asphalt	1,167	LF	$ 2.00	$ 2,334.00	$ 4.00	$ 4,668.00
8	Sawcutting Concrete	120	LF	$ 2.00	$ 240.00	$ 11.00	$ 1,320.00
9	Removing Asphalt Concrete Pavement	567	SY	$ 15.00	$ 8,505.00	$ 35,650.00	$ 20,213,550.00
10	Roadway Excavation including Haul	12	CY	$ 50.00	$ 600.00	$ 225.00	$ 2,700.00
11	Controlled Density Fill	2	CY	$ 250.00	$ 500.00	$ 625.00	$ 1,250.00
12	Crushed Surfacing Top Course	150	TN	$ 30.00	$ 4,500.00	$ 94.00	$ 14,100.00
13	Planing Bituminous Pavement	738	SY	$ 10.00	$ 7,380.00	$ 7.60	$ 5,608.80
14	HMA for Prelevelling CL.1/2" PG58H-22	14	TN	$ 200.00	$ 2,800.00	$ 290.00	$ 4,060.00
15	HMA for Repair CL.1/2" PG58H-22	149	TN	$ 200.00	$ 29,800.00	$ 238.00	$ 35,462.00
16	HMA CL.1/2" PG58H-22	18	TN	$ 200.00	$ 3,600.00	$ 290.00	$ 5,220.00
17	Crack Sealing	1	FA	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
18	Adjust Manhole	61	EA	$ 400.00	$ 24,400.00	$ 1,330.00	$ 81,130.00
19	Adjust Inlet	2	EA	$ 350.00	$ 700.00	$ 1,360.00	$ 2,720.00
20	Adjust Valve Casing to Grade	37	EA	$ 300.00	$ 11,100.00	$ 905.00	$ 33,485.00
21	Adjust Monument Casing to Grade	1	EA	$ 1,500.00	$ 1,500.00	$ 905.00	$ 905.00
22	Cement Concrete Traffic Curb	103	LF	$ 25.00	$ 2,575.00	$ 61.50	$ 6,334.50
23	Paint Line 4-inch	60,300	LF	$ 0.20	$ 12,060.00	$ 0.35	$ 21,105.00
24	Raised Pavement Marker Type 2	0.2	HN	$ 1,000.00	$ 200.00	$ 1,800.00	$ 360.00
25	Plastic Crosswalk Line	240	SF	$ 10.00	$ 2,400.00	$ 11.20	$ 2,688.00
26	Plastic Stop Line	48	LF	$ 15.00	$ 720.00	$ 18.00	$ 864.00
	Denotes Correction from Contractor's Bid Proposal Based Upon Unit Prices.			TOTAL BID:	$ 149,815.00	TOTAL BID:	$ 20,510,045.30

Egineer's Estimate - Rounded Figure: $175,000.00


CITY OF ANACORTES
PUBLIC WORKS
ENGINEERING
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MARCH POINT AREA ROADWAY REPAIR 2019
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VICINITY MAP

CONTRACT 19-007-TRN-001

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Trinity Contractors, Inc. a private contractor at PO Box 1348, Marysville, WA 98270 (herein after referred to as "Contractor").

WITNESSETH:
That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **MARCH POINT AREA ROADWAY REPAIR 2019, Project 19-007-TRN-001** in accordance with and as described in the City of Anacortes document entitled **"Plans, Specifications, and Contract Documents – MARCH POINT AREA ROADWAY REPAIR 2019"** which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

Unless otherwise specifically stated, the word "Engineer" shall be understood to mean the OWNER'S Project Manager or the OWNER'S authorized representative who will perform the Contract Administration and field inspection responsibilities.

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:
   1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Twenty (20) Working Days** from the date work begins**.** The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:
   1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled **"Plans, Specifications, and Contract Documents – MARCH POINT AREA ROADWAY REPAIR 2019"**, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon the Unit Prices shown. The total contract price is **One Hundred Forty-Nine Thousand Eight Hundred Fifteen Dollars ($149,815.00)**.

A. Interest:
   1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2018 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
B. Exhibits to this Agreement include:
   1. Conformed Bid Form signed by CONTRACTOR.
   2. Executed Performance Bond
   3. Executed Payment Bond.
   4. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. MISCELLANEOUS

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

Owner:	**Contractor:**
City of Anacortes	Trinity Contractors, Inc.
______________________________	______________________________
Mayor	Signature
______________________________	______________________________
Date	Printed Name
	______________________________
	Title
	______________________________
	Date

City Council Contract Agenda Bill

Meeting Date: 7/1/2019 **Agenda Item**: 5d

Subject: Contract Award – Downtown Sidewalks Phase 4 #19-009-TRN-002

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 $168,710.00 to Trinity Contractors, Inc. to perform the Downtown Sidewalks Phase 4. This project provides for work that will upgrade ADA curb ramps and eliminate sidewalk trip hazards. The work includes (is not limited to), saw-cutting concretes, excavation/haul, grubbing. Construction of: sidewalks, curb ramps, curbs and gutters, detectable warning surfaces, and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications. The project is located at numerous sites in the area bounded by 2nd Street, 12th Street, L Avenue, and Q Avenue.

Background:

1. History: The City has specific annual budgets for both ADA and sidewalk/trip hazards. This project is partially a follow-up to the Commercial Avenue overlay, to upgrade ADA along paving projects per FHA, and partially a general clean-up of ADA/Trip Hazard issues in the old town area. The work locations for these projects are prioritized based on pedestrian population density with an emphasis on main sidewalk paths to community interests such as Market Plaza, parks, the Library, the Guemes Island Ferry, the Museum, Curtis Warf, the Playhouse Theater, etc.
2. Key Terms:
   - Contract is for a fixed price of $168,710.00.
   - The Contractor is to begin work within 10 working days following the date of the Notice to Proceed, and achieve Physical Completion within sixty working days following the date of the Notice to Proceed.
3. Competitive Bidding: On June 6, 2019 the City issued an Invitation to Bid for the subject project and on June 20, 2019 a bid opening was conducted and 3 bids were received. Trinity Contractors, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was $260,000. Bid results are provided as an attachment hereto.

Previous Council/Committee Action: On June 10, 2019 Council approved Resolution 2049 rejecting all bids for this project from the bid opening conducted on May 30, 2019 due to tax miscalculations.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-009-TRN-002 with Trinity Contractors, Inc. in the amount of $168,710.00 to perform the Downtown Sidewalks Phase 4.

Alternative Actions: Not award the contract

Attachments: Bid Results, Vicinity Map, Contract 19-009-TRN-002

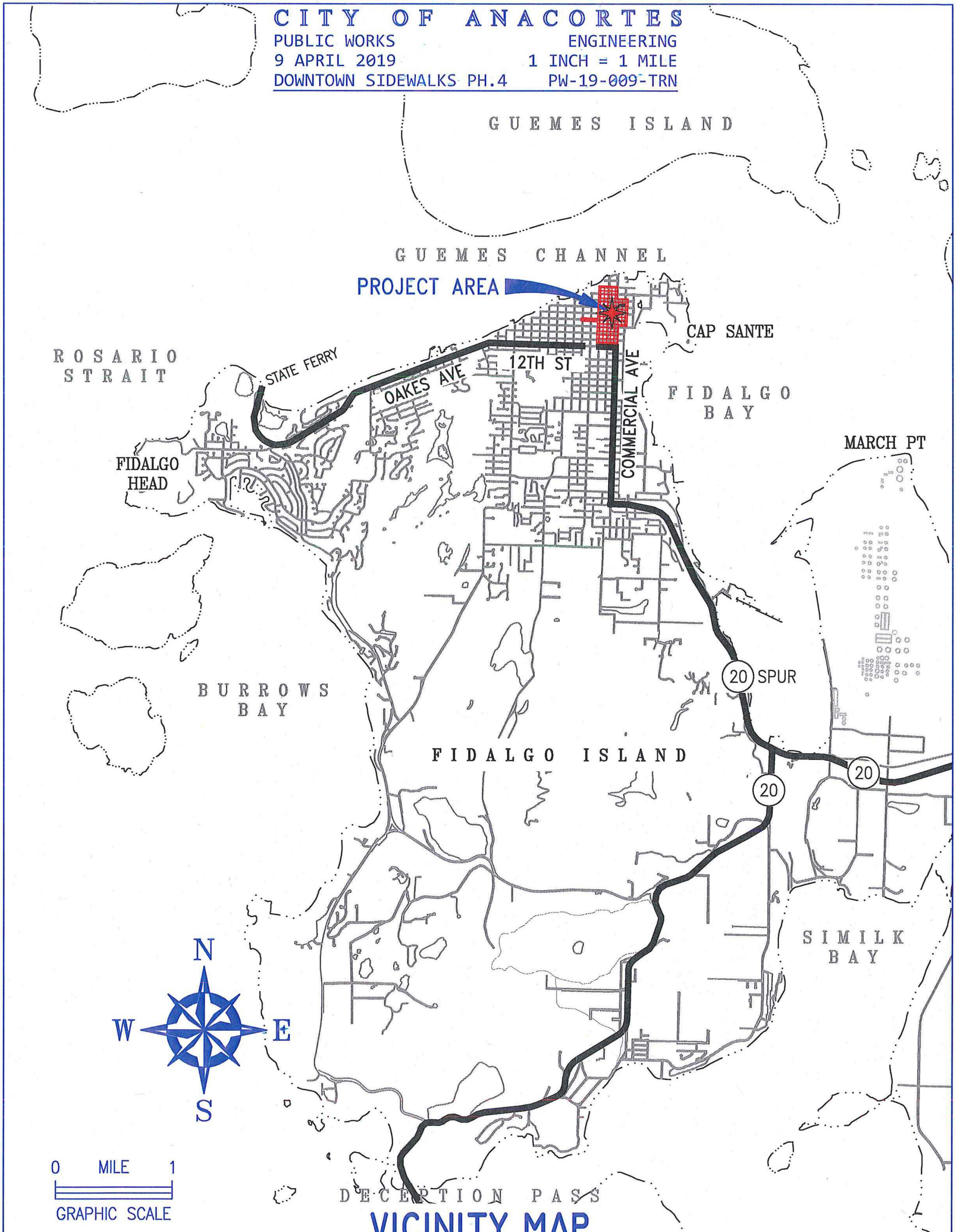
Contractor	Trinity Contractors, Inc.
Contract Amount	$168,710.00
Earmarked Funds	$300,000.00
BARS #	105.720.595.61.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	60 working days

CITY OF ANACORTES
WASHINGTON

PUBLIC WORKS CONSTRUCTION PROJECT BID TABULATION 20 JUNE 2019

	DOWNTOWN SIDEWALKS PH.4 : PW-19-009-TRN-002			ENGINEERING ESTIMATE		LARRY BROWN CONSTR'N		TRINITY CONTRACTORS		SCIMITAR CONSTR'N	
ITEM	DESCRIPTION	QTY	UNIT	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $	UNIT $	TOTAL $
1	Mobilization	1	LS	$ 26,000.00	$ 26,000.00	$ 23,800.00	$ 23,800.00	$ 20,000.00	$ 20,000.00	$ 18,000.00	$ 18,000.00
2	Force Account Unanticipated Site Work	1	LS	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00
3	S.P.C.C. Plan	1	LS	$ 800.00	$ 800.00	$ 365.00	$ 365.00	$ 500.00	$ 500.00	$ 100.00	$ 100.00
4	Inlet Protection	34	EA	$ 80.00	$ 2,720.00	$ 47.70	$ 1,621.80	$ 50.00	$ 1,700.00	$ 80.00	$ 2,720.00
5	Project Temporary Traffic Control Plan	1	LS	$ 20,000.00	$ 20,000.00	$ 6,525.00	$ 6,525.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
6	Clearing and Grubbing	1	LS	$ 10,000.00	$ 10,000.00	$ 10,725.00	$ 10,725.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
7	Sawcutting Asphalt	279	LF	$ 4.00	$ 1,116.00	$ 5.50	$ 1,534.50	$ 2.00	$ 558.00	$ 5.00	$ 1,395.00
8	Sawcutting Concrete	1,426	LF	$ 6.00	$ 8,556.00	$ 3.50	$ 4,991.00	$ 2.00	$ 2,852.00	$ 7.50	$ 10,695.00
9	Removing Cem. Conc. Curb and Gutter	201	LF	$ 20.00	$ 4,020.00	$ 19.30	$ 3,879.30	$ 15.00	$ 3,015.00	$ 20.00	$ 4,020.00
10	Removing Cem. Conc. Sidewalk	958	SY	$ 21.00	$ 20,118.00	$ 13.00	$ 12,454.00	$ 15.00	$ 14,370.00	$ 20.00	$ 19,160.00
11	Removing Cem. Conc. Driveway	107	SY	$ 20.00	$ 2,140.00	$ 14.00	$ 1,498.00	$ 15.00	$ 1,605.00	$ 20.00	$ 2,140.00
12	Removing Asphalt Conc. Pavement	46	SY	$ 22.00	$ 1,012.00	$ 31.75	$ 1,460.50	$ 15.00	$ 690.00	$ 40.00	$ 1,840.00
13	Roadway Excavation Incl. Haul	178	CY	$ 40.00	$ 7,120.00	$ 42.00	$ 7,476.00	$ 50.00	$ 8,900.00	$ 50.00	$ 8,900.00
14	Crushed Surfacing Top Course	309	TN	$ 40.00	$ 12,360.00	$ 35.00	$ 10,815.00	$ 30.00	$ 9,270.00	$ 30.00	$ 9,270.00
15	HMA Cl. 3/8-inch PG58H-22	4	TN	$ 610.00	$ 2,440.00	$ 1,000.00	$ 4,000.00	$ 200.00	$ 800.00	$ 500.00	$ 2,000.00
16	Cem. Conc. Pavement	15	CY	$ 905.00	$ 13,575.00	$ 561.00	$ 8,415.00	$ 600.00	$ 9,000.00	$ 500.00	$ 7,500.00
17	Cem. Conc. Stamped Pavement	2.5	CY	$ 960.00	$ 2,400.00	$ 1,860.00	$ 4,650.00	$ 1,000.00	$ 2,500.00	$ 1,000.00	$ 2,500.00
18	Adjust Catch Basin	2	EA	$ 500.00	$ 1,000.00	$ 350.50	$ 701.00	$ 500.00	$ 1,000.00	$ 250.00	$ 500.00
19	Cem. Conc. Traffic Curb	17	LF	$ 43.00	$ 731.00	$ 110.00	$ 1,870.00	$ 25.00	$ 425.00	$ 35.00	$ 595.00
20	Cem. Conc. Traffic Curb and Gutter	171	LF	$ 51.00	$ 8,721.00	$ 61.90	$ 10,584.90	$ 30.00	$ 5,130.00	$ 35.00	$ 5,985.00
21	Cem. Conc. Pedestrian Curb	130	LF	$ 41.00	$ 5,330.00	$ 46.75	$ 6,077.50	$ 20.00	$ 2,600.00	$ 25.00	$ 3,250.00
22	Cem. Conc. Driveway Entrance	23	SY	$ 70.00	$ 1,610.00	$ 116.45	$ 2,678.35	$ 60.00	$ 1,380.00	$ 60.00	$ 1,380.00
23	Cem. Conc. Sidewalk	815	SY	$ 61.00	$ 49,715.00	$ 83.45	$ 68,011.75	$ 45.00	$ 36,675.00	$ 50.00	$ 40,750.00
24	Cem. Conc. Curb Ramp Type FHWA Blended Transition	3	EA	$ 2,300.00	$ 6,900.00	$ 2,800.00	$ 8,400.00	$ 1,200.00	$ 3,600.00	$ 2,500.00	$ 7,500.00
25	Cem. Conc. Curb Ramp Type Perpendicular B	8	EA	$ 1,500.00	$ 12,000.00	$ 2,000.00	$ 16,000.00	$ 1,200.00	$ 9,600.00	$ 1,500.00	$ 12,000.00
26	Detectable Warning Surface	228	SF	$ 52.00	$ 11,856.00	$ 70.00	$ 15,960.00	$ 65.00	$ 14,820.00	$ 73.00	$ 16,644.00
27	Type A Topsoil	46	CY	$ 84.00	$ 3,864.00	$ 73.35	$ 3,374.10	$ 50.00	$ 2,300.00	$ 75.00	$ 3,450.00
28	Seeding and Fertilizing by Hand	142	SY	$ 6.50	$ 923.00	$ 17.50	$ 2,485.00	$ 10.00	$ 1,420.00	$ 10.00	$ 1,420.00
	Total Base Bid				$ 241,027.00		$ 244,352.70		$ 168,710.00		$ 197,714.00
	Engineering Estimate - Rounded Figure				$ 260,000.00						

Gunnar H. Christiansen City Of Anacortes (360) 299-1989 gunnarc@cityofanacortes.org



VICINITY MAP

CONTRACT 19-009-TRN-002

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Trinity Contractors, Inc., a private contractor at PO Box 1348, Marysville, WA 98270 (herein after referred to as "Contractor").

WITNESSETH:
That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

I. WORK.

The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **DOWNTOWN SIDEWALKS PHASE 4, Project No. PW-19-009-TRN-002** in accordance with and as described in the City of Anacortes document entitled **"Plans, Specifications, and Contract Documents – DOWNTOWN SIDEWALKS PHASE 4"** which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.

Unless otherwise specifically stated, the word "Engineer" shall be understood to mean the OWNER'S Project Manager or the OWNER'S authorized representative who will perform the Contract Administration and field inspection responsibilities.

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.

A. Contract Times:
   1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Sixty (60) Working Days** after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:
   1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.

The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled **"Plans, Specifications, and Contract Documents – DOWNTOWN SIDEWALKS PHASE 4"**, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon the Unit Prices shown. The total contract price is **One Hundred Sixty-Eight Thousand Seven Hundred Ten Dollars ($168,710.00)**.

A. Interest:
   1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.

In order to induce OWNER to enter in this Agreement, CONTRACTOR’S representations are as set forth as follows:

A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.

B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2018 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.

C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.

D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.

E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.

B. Exhibits to this Agreement include:
   1. Conformed Bid Form signed by CONTRACTOR.
   2. Executed Performance Bond
   3. Executed Payment Bond.
   4. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the “Instruction to Bidders”.

VII. MISCELLANEOUS

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

B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

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.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

Owner:	**Contractor:**
City of Anacortes	Trinity Contractors, Inc.
______________________	______________________
Mayor	Signature
______________________	______________________
Date	Printed Name
	______________________
	Title
	______________________
	Date

City Council Contract Agenda Bill

Meeting Date: 7/1/2019 **Agenda Item**: 5e

Subject: Contract Award – Purchase of IPv4 Addresses 19-117-FBR-001

Staff Contact: Emily Schuh

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 $20,480.00 to OrionVM, Inc. for the purchase of 1,024 IPv4 addresses for the fiber system. Payment will go through the broker IPv4 Market Group, LLC, as detailed in the escrow agreement.

Background:

1. History: The City needs to own Internet Protocol addresses as part of being an Internet Service Provider. The City has obtained a large block of IPversion6 (IPv6) addresses, but will also need a large block of IPversion4 (IPv4) addresses. IPv4 addresses are in very short supply and can effectively only be obtained by purchasing a block of addresses from a private party. However, the American Registry for Internet Numbers (ARIN) oversees and approves all such purchases. This agreement is the means by which the City will effect ownership of a large block of IPv4 addresses.
2. Key Terms:
   - Contract price is $20.00 per IPv4 address for a total of $20,480.00.
   - Payment must be made within 2 days of the execution of the escrow agreement which is why the invoice was included in the approval of claims at the July 1, 2019 Council meeting.
2. Competitive Bidding: City staff confirmed with MRSC that the act of providing IP addresses is considered a personal service and not subject to competitive bidding.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 19-117-FBR-001 with OrionVM, Inc. in the amount of $20,480.00 to perform the Purchase of IPv4 Addresses.

Alternative Actions: Not award the contract

Attachments: Contract 19-117-FBR-001

Contractor	OrionVM, Inc.
Contract Amount	$20,480.00
Earmarked Funds	$1,050,000.00
BARS #	001.260.532.10.41
Budget Amendment Required?	No

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the **"Agreement"**) is made on the Effective Date, as defined below, by and between:

OrionVM, Inc., a Delaware corporation, with its primary address at 180 Montgomery Street, Suite 2380, San Francisco, CA, 94104 (**"Seller"**),

and

City of Anacortes, a Washington city, having its offices at 904 6th Street, Anacortes, WA, 98221 (**"Buyer"**)

(Seller and Buyer are collectively, the "Parties", and individually, a "Party").

WHEREAS:

(A) The Requested Block, as defined below, is being purchased by Buyer which is currently a member of ARIN (ARIN Org-ID: CA-1041).

(B) Seller is currently recognised by ARIN as the authorised registrant (ARIN Org-ID: ORION-34) of the Requested Block, as defined below.

AGREED TERMS

NOW, THEREFORE, the Parties agree as follows:

1. Interpretation

a. "**ARIN**" means American Registry for Internet Numbers.

b. "**Broker**" means IPv4 Market Group, LLC, a Company organized under the laws of the State of New York, with its principal place of business at 130 S 5th Street, Lewiston, New York 14092, acting as a broker (representing the Seller) for the sale and purchase of the Requested Block.

c. "**Business Day**" means any day other than a Saturday, Sunday, or recognized public holiday in the United States of America.

d. "**Completion**" means the completion of the sale and transfer of the Requested Block pursuant to this Agreement.

e. "**Effective Date**" means the date on which the last Party signs this Agreement.

f. "**Escrow Agreement**" means an Agreement for the Broker to hold the Purchase Price in trust for the Parties as shown in Appendix One attached hereto.

g. "**Guarantee Account**" is an account held at Western Union in trust for Broker, with the Purchase Price guaranteed by Broker in the event of default by Western Union, to provide account services for this transaction. This account is as follows:

Bank name: The Bank of New York Mellon
Bank address: 1 Wall Street, New York, New York 10286, USA

Account Name: Western Union Business Solutions, 1152 15th Street NW, 7th Floor, Washington DC 20005 USA
Account number: 8901309192
Routing number: 021000018
SWIFT: IRVTUS3N
For Credit To: IPv4 Market Group, LLC (IP5906)
By Order Of: Sandra Brown

h. "**IPv4 Address Block**" means a contiguous block of Internet Protocol Version 4 Numbers, commonly expressed as a Classless Inter-Domain Routing notation, e.g., A.B.C.D/X, where A, B, C and D are numbers between 0 and 255 (inclusive) and X is a number between 0 and 32 (inclusive).

i. "**Pre-Approval Process**" means the process administered by ARIN, through which an ARIN account holder may seek advance approval from ARIN to receive a transfer of an IPv4 Address Block, prior to transfer.

j. "**Requested Block**" means the IPv4 Address Block 23.90.88.0/22, 1,024 total IPv4 addresses.

k. "**US$**" means the official currency of the United States of America known as the United States Dollar.

l. A reference to a Clause or Appendix is a reference to a clause of, or appendix to, this Agreement. A reference to a Paragraph is to a paragraph of the relevant Appendix.

m. Clause, Appendix and Paragraph headings are for ease of reference only and shall not affect the interpretation of this Agreement.

n. The Appendices form part of this Agreement, and references to this Agreement shall include the Appendices.

o. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. Purchase of Assets.

Subject to the provisions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to transfer to Buyer all of Seller's rights, title and interest, to the Requested Block.

3. Purchase Price.

The Purchase Price for the Requested Block shall be US$ 20.00 per IPv4 address, for a total of exactly US$ 20,480.00 (**"Purchase Price"**) payable as set forth herein.

4. Payment Process.

a. Buyer, Seller and Broker shall enter into the Escrow Agreement concurrently with signing this Asset Purchase Agreement.

b. Buyer shall deliver the Purchase Price to the Guarantee Account within two (2) Business Days of the Effective Date. The date the Purchase Price is delivered to Guarantee Account is known as the "**Deposit Date**".

c. The Purchase Price shall be distributed to the Parties as provided under the Escrow Agreement. Within two (2) Business Days of the Transfer Date, the Buyer shall immediately release the Purchase Price as set forth in this Agreement using the Escrow Release Memorandum as illustrated in Appendix Two attached hereto. If the Buyer fails to execute the Escrow Release Memorandum within two (2) Business Days of the Transfer Date, then the Seller is entitled to request the distribution of the Purchase Price as per the Escrow Agreement.

d. All brokerage fees payable to Broker will be the responsibility of the Seller.

5. Transfer Process

a. Buyer shall, if it has not already done so before the Effective Date, initiate the ARIN Pre-Approval Process.

b. Within two (2) Business Days of the Deposit Date, the Seller shall initiate transfer of the Requested Block to the Buyer through ARIN Online using the information shown in Appendix Three attached hereto.

c. Buyer shall submit a request via ARIN Online to receive the transfer, using the ARIN ticket number provided upon completion of Clause 5 (b) herein.

d. The ARIN hostmaster will transfer the Requested Block to Buyer.

e. The Parties shall respond to requests for information from ARIN in a timely manner.

f. The Parties are each responsible for paying any ARIN fees assessed to them by ARIN.

g. Together Clause 5 (a) to (f) herein are known as the "Transfer Process" and, when complete, the registry transfer process will be complete, and the date completed will be known as the "**Transfer Date**".

h. In the event that, after the signing of this Agreement, any policies or procedures of ARIN are amended such that it is no longer possible for the Parties to adhere to the Transfer Process set out in this Clause 5 herein, the Parties shall negotiate in good faith to agree on the minimum modification necessary to give effect to the intent of this Agreement.

i. In the event ARIN does not actually transfer the Requested Block within 45 calendar days of the Effective Date through no fault of either Party, the Parties agree that their obligations to sell and purchase the Requested Block shall be null and void and neither Party will have any continuing obligations under this Agreement.

6. Completion.

a. Completion shall be deemed to occur (and all of Seller's right, title and interest to the Requested Block free of any liens or encumbrances shall transfer fully) upon release of the portion of the Purchase Price to which it is entitled, from the Guarantee Account to the Seller.

b. After the Transfer Date, and with Clause 6a herein complete, the Seller shall provide Buyer an Invoice as set out in Appendix Four attached hereto, marked PAID. The date of Completion shall be known as the **"Completion Date"**.

7. Taxes.

a. All prices quoted in connection with this Agreement are exclusive of all applicable taxes; and provided that any tax levied on a Party's net income for doing a business or operating in a tax jurisdiction are excluded from these transactions and will be solely borne by each Party.

b. Each Party is responsible for paying its own taxes related to this transaction.

8. Representations and Warranties.

Each Party represents and warrants that (i) it has the full corporate right, power and authority to enter into this Agreement; (ii) the execution of this Agreement and performance of its duties and obligations hereunder do not and will not violate any agreement to which it is a party or by which it is otherwise bound; and (iii) when executed and delivered by it, this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms. Seller further represents and warrants that the Requested Block is not currently leased or in use by any party, and that it has full power to transfer the Requested Block without delay.

9. Warranties for Purchased Assets.

a. Seller shall transfer the Requested Block to Buyer free and clear of any liens and claims.

b. As of the Effective Date, there is no known ARIN condition on the Requested Block which would prevent it from being transferred to Buyer.

c. No suit, action or other proceeding shall be threatened or pending before any court or governmental or regulatory authority which seeks to restrain or prohibit or to obtain damages or other relief in connection with the Requested Block, this Agreement or the consummation of the transaction contemplated by this Agreement.

d. Except as otherwise provided herein, Buyer agrees that it is purchasing, and shall take possession of, the Requested Block in "AS IS" condition, and acknowledges that it has previously been given the opportunity to and has conducted such investigations and inspections of the Requested Block as it has deemed necessary and appropriate for the purposes of this Agreement.

e. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, WARRANTIES, OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE REQUESTED BLOCK, INCLUDING (WITHOUT LIMITING THE GENERALITY OF THE FOREGOING) ANY WARRANTIES REGARDING THE CONDITION AND/OR QUALITY OF ANY OR ALL OF THE PURCHASED ASSETS. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

10. Post Completion Obligations.

After Completion, Seller shall promptly take all reasonable efforts to complete any documentation as may be requested or required by the Buyer to effect or memorialize the transfer of the Requested Block. Except for claims arising due to a breach of this Agreement, Seller shall not be liable or responsible for any liabilities or obligations of any kind or nature whatsoever arising out of, under, or related to the Requested Block from and after the Completion.

11. Indemnity.

Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, liabilities, damages, costs and obligations (or actions or claims in respect thereof) (including reasonable counsel fees), which Seller may suffer or incur arising out of or based upon the breach of any representation, warranty, covenant or agreement of Buyer contained in this Agreement.

Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, liabilities, damages, costs and obligations (or actions or claims in respect thereof) (including reasonable counsel fees), which Buyer may suffer or incur arising out of or based upon:

a. The breach of any representation, warranty, covenant or agreement of Seller contained in this Agreement; or

b. Any claim by any person or entity for any broker's or finder's fee, including from Broker, or similar fee charged for commission, that arises from any action, statement or commitment made by the Seller.

In no event will either Party's liability for damages, losses, costs, obligations or expenses suffered or incurred by Seller arising under or in connection with this Agreement (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) be greater than the Purchase Price.

12. Termination.

a. Expiry or termination of this Agreement shall be without prejudice to the rights, obligations and/or liabilities of the Parties which may have accrued up to the date of termination.

b. Without prejudice to any other remedies, either Party may have under this Agreement or at law, the Buyer shall have the right at any time prior to the Deposit Date, and the Seller shall have the right to at any time prior to the Transfer Date, to immediately terminate this Agreement by written notice to the other on the occurrence of any of the following events:

    i. If the other Party fails to observe or perform any of its obligations under this Agreement after receiving written notice from the other Party, and failing to cure within 5 Business Days of receipt of such notice; or

    ii. if the other Party becomes insolvent or bankrupt, or has a winding up petition filed against it which is not dismissed within thirty (30) days, or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or has distress or execution proceedings levied on its properties or assets, or has a liquidator, receiver, judicial manager or special manager or anything analogous to the foregoing appointed over the undertaking or property of the other Party, or ceases to carry on business or makes any special arrangement or composition with its creditors.

c. In the event the Agreement is terminated for any reason after the date the Seller submits the transfer to ARIN, and prior to the Transfer Date, then the Requested Block must be fully transferred back to Seller, by the Buyer, free and clear without any holds, liens, or other impacts to its transferability or original value. If upon termination, the Seller regains the exact same ownership position, market value and expenses for the Requested Block as prior to the Transfer Filing Date, the Buyer will receive its entire Purchase Price; if upon termination the Seller suffers a loss in ownership, market value or expenses, the Seller shall be entitled to damage compensation from the Purchase Price held in escrow to make the Seller whole. The Seller damage compensation will be limited to the Purchase Price.

d. In the event the Agreement is terminated for any reason in this Clause 12 herein, prior to the Transfer Date, and funds have been deposited in the Escrow Account, all money will be returned to the Buyer from the Escrow Account, subject to Clause 12 (c) herein. Release of money from Escrow Account, back to the Buyer is contingent on a signed memorandum between the Buyer and the Seller, that the Seller has been made whole as per Clause 12 (c) herein.

13. Notices.

Any notice required or permitted by this Agreement shall be delivered by email.

If directed to Seller:

OrionVM, Inc
180 Montgomery Street, Suite 2380
San Francisco, CA, 94104
Attn: Sheng Yeo
Email: sheng.yeo@orionvm.com

If directed to Buyer:

City of Anacortes
904 6th Street
Anacortes, WA, 98221
Attn: Tiffany Matson
Email: contracts@cityofanacortes.org

All notices shall be deemed delivered upon receipt of email.

14. Survival.

The representations, warranties and covenants contained herein shall survive until one (1) year following Completion.

15. Amendment and Modification.

This Agreement may be amended, modified or supplemented only by written agreement of the Parties.

16. Severability.

Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

17. Entire Agreement.

This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

18. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. The Parties hereby agree to make commercially reasonable efforts to reach an amicable settlement, provided that the Parties has failed to seek such amicable solution hence then either Party may refer the dispute to court and for this purpose, the Parties hereby choose as their domicile the State of New York.

19. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE AMOUNT PAID TO BUYER UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, DELAYS, LOST PROFITS OR LOST SAVINGS, ARISING OUT OF ANY BREACH OF WARRANTY OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT.

20. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their successors and assigns.

21. Representation of Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

SELLER: OrionVM, Inc.	**BUYER: City of Anacortes**
Name: ___	Name: Laurie Gere
Title: ____	Title: Mayor
Signature: ________________________	Signature ____________________________
Date: ___________________________	Date: _______________________________

Appendix One – Escrow Agreement

THIS AGREEMENT (the "Escrow Agreement") is dated as of the Effective Date, by and among:

OrionVM, Inc., a Delaware corporation, with its primary address at 180 Montgomery Street, Suite 2380, San Francisco, CA, 94104 (**"Seller"**),

and

City of Anacortes, a Washington city, having its offices at 904 6th Street, Anacortes, WA, 98221 (**"Buyer"**)

and

IPv4 Market Group, LLC, a New York limited liability corporation, having its principal place of business at 130 S. 5th Street, Lewiston, NY, 14092 ("**Broker**").

Whereas, the Seller and the Buyer are parties to an Asset Purchase Agreement, dated _______ ___, 2019 ("Purchase Agreement"); and

WHEREAS, the Interested Parties wish to engage Broker to hold the Purchase Price, as defined below, in a Guarantee Account, as defined below. Broker will administer and distribute the amounts deposited in escrow hereunder in accordance with, and subject to, the terms of this Agreement.

Section 1. Deposit of Escrow Funds.

(a) Within two (2) Business Days of the full execution of this Agreement, the Buyer shall deposit with the Broker in immediately available funds the amount of US$ 20,480.00 (the "**Purchase Price**"), and the Broker agrees to give instructions concerning the Guarantee Account, as defined below, such that the Purchase Price will be safeguarded and administered in accordance with the terms of this Agreement.

(b) In the event of default by Western Union, the Broker guarantees the deposited Purchase Price under this Agreement.

(c) The Broker shall have no obligation or duty to invest (or otherwise pay interest on) the Purchase Price.

Section 2. Release from Escrow.

Upon the earlier of (a) receipt of written instructions from the Buyer to distribute the Purchase Price to the Seller using an Escrow Release Memorandum or (b) receipt of written notice by Seller that all conditions to the transfer of Purchase Price in the Asset Purchase Agreement have been satisfied and the passage of two Business Days without objection by Buyer, the Broker will distribute the Purchase Price to the Seller as documented in the Sales Agreement ("Sales Agreement") between Seller and Broker. Alternatively, if the Purchase Agreement is terminated, upon receipt of mutual written instructions from both the Buyer and the Seller to distribute the Purchase Price to the Buyer, the Broker will distribute the Purchase Price to the Buyer via wire transfer.

Unless and except to the extent otherwise expressly set forth herein, all deposits and payments hereunder, or pursuant to the terms hereof, shall be in US$.

Section 3. Notices; Wiring Instructions.

Written instructions are considered received when sent by courier, mail, or email.

If to Buyer: steveh@cityofanacortes.org

If to Seller: sheng.yeo@orionvm.com

If to Broker: sandrabrown@ipv4marketgroup.com

<u>Section 4. Wiring Instructions</u>.

Any funds to be paid to or by the Broker hereunder shall be sent by wire transfer pursuant to the following instructions:

If to Buyer:

Account name: City of Anacortes
Payee address: ____
Bank name:
Bank address:
Account number:
Routing Number:
SWIFT: (N/A) - Domestic

If to Seller:

Bank Name: First Republic Bank
Account Name: OrionVM Inc.
Routing Number: 321081669
Account: 80006349783
SWIFT Code: FRBBUS6S

"**Guarantee Account**":

Bank name: The Bank of New York Mellon
Bank address: 1 Wall Street, New York, New York 10286, USA
Account Name: Western Union Business Solutions, 1152 15th Street NW, 7th Floor, Washington DC 20005 USA
Account number: 8901309192
Routing number: 021000018
SWIFT: IRVTUS3N
For Credit To: IPv4 Market Group, LLC (IP5906)
By Order Of: Sandra Brown

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered in its name and on its behalf.

OrionVM, Inc.

By: ______________________________

Date:

Title: CEO

Name: Sheng Yeo

City of Anacortes

By: ______________________________

Date:

Title: Mayor

Name: Laurie Gere

IPv4 Market Group, LLC

By: ______________________________

Date:

Title: President

Name: Sandra Brown

Telephone Number(s) and authorized signature(s) for
Person(s) Designated to give Funds Transfer Instructions

Seller: OrionVM, Inc.

	Name	Email, Telephone Number	Signature
1.	Sheng Yeo	sheng.yeo@orionvm.com	____________________
2.			____________________

Buyer: City of Anacortes

	Name	Email, Telephone Number	Signature
1.	Steven D. Hoglund	steveh@cityofanacortes.org, 360-293-1906	____________________
2.			____________________

Escrow Release Memorandum with Signature is required to release funds held by this Escrow Agreement.

<u>Appendix Two – Escrow Release Memo</u>

To: Sandra Brown
President
IPv4 Market Group, LLC
130 S. 5th Street
Lewiston NY
14092

Tel: (716) 348-6768

e-mail: sandrabrown@ipv4marketgroup.com

<u>Release from Escrow for OrionVM, Inc. / City of Anacortes executed on __________, 2019.</u>

Please release US$ 20,480.00 to the Seller, OrionVM, Inc., while retaining the brokerage fee as per the private arrangement between the Seller and the Broker, as per the Escrow Agreement. All conditions have been satisfied.

Sincerely,

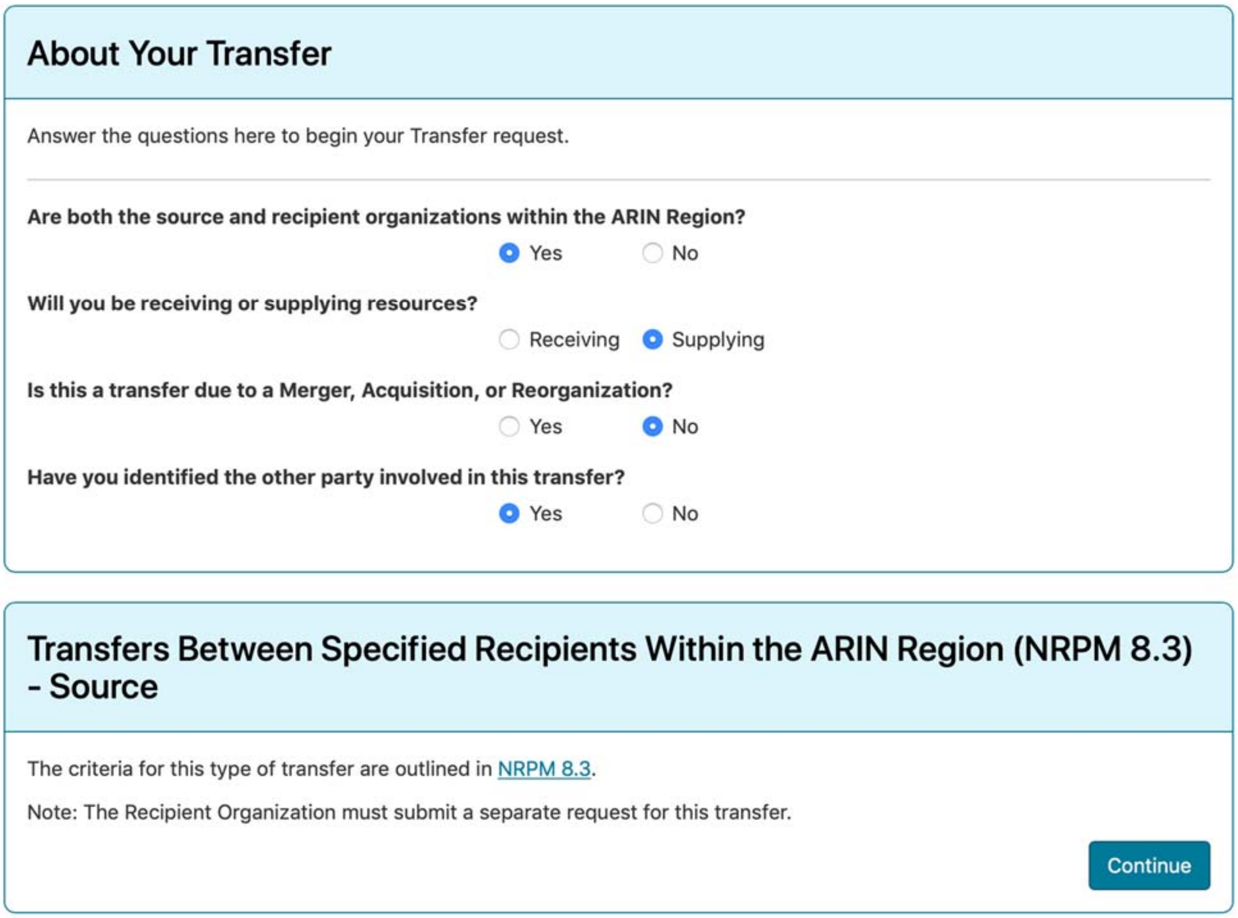
____

Name: <u>Laurie Gere</u>

Title: <u>Mayor</u>

Date: ___________________

Appendix Three – ARIN 8.3 TRANSFER REQUEST



About Your Transfer

Answer the questions here to begin your Transfer request.

Are both the source and recipient organizations within the ARIN Region?

(●) Yes ( ) No

Will you be receiving or supplying resources?

( ) Receiving (●) Supplying

Is this a transfer due to a Merger, Acquisition, or Reorganization?

( ) Yes (●) No

Have you identified the other party involved in this transfer?

(●) Yes ( ) No

Transfers Between Specified Recipients Within the ARIN Region (NRPM 8.3) - Source

The criteria for this type of transfer are outlined in NRPM 8.3.

Note: The Recipient Organization must submit a separate request for this transfer.

Continue

1. Pick your source ORION-34
2. Next Step
3. "Add" the net to transfer. 23.90.88.0/22
4. Add and then Next Step
5. ASNs being transferred: None
6. Recipient Organization Name: CA-1041
7. Description: Transfer /22 from OrionVM to City of Anacortes. Preapproval ticket number is ARIN-20190619-X533274

   Contact is cervantesj@cityofanacortes.org

Appendix Four - Invoice

From:

OrionVM, Inc
180 Montgomery Street, Suite 2380
San Francisco, CA, 94104
Attn: Sheng Yeo
Email: sheng.yeo@orionvm.com

_______ ____, 2019

Bill To:
City of Anacortes
904 6th Street
Anacortes, WA, 98221
Attn: Tiffany Matson
Email: contracts@cityofanacortes.org

FOR: Purchase of 23.90.88.0/22

TOTAL US$20,480

Thank You.

City Council Contract Agenda Bill

Meeting Date: 7/1/2019 **Agenda Item**: 7a

Subject: Contract Award – 2019 Asphalt Overlay Project 19-004-TRN-003

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 $796,858.00 to Lakeside Industries, Inc. to perform the 2019 Asphalt Overlay Project. The project provides for improvements within the right-of-way of the following streets including but not limited to asphalt planning, asphalt paving, painted and plastic traffic markings and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

The project is located:

- M Avenue, 32nd Street to 35th Street
- Commercial Avenue 36th Street to Fidalgo Avenue
- 29th, 30th, 31st, and 32nd Streets, D Avenue to A Avenue
- B Avenue 29th Street to 32nd Street

Background:

1. History: These roadways were selected for overlay based on the City Pavement Management Plan. The Pavement Condition Index (PCI) ratings along this corridor range from 64 to 6. A storm drainage and pedestrian improvements project is currently under construction along this corridor and will be completed prior to beginning this paving project. The project will include planing existing asphalt, pavement repair of damaged pavement sections, placing pavement fabric to reinforced portions of the roadway and asphalt overlay of existing pavement. New paint striping will be installed including crosswalks, stop bars, centerline and lane edge striping.
2. Key Terms:
   - Contract price is $796,858.00.
   - The Contractor is to begin work within 10 working days following the date of the Notice to Proceed, achieve Physical Completion within 30 working days from the date work begins.
2. Competitive Bidding: On June 6, 2019 the City issued an Invitation to Bid for the subject project and on June 20, 2019 a bid opening was conducted and 1 bid was received. Lakeside Industries, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was $793,000. Bid results are provided as an attachment hereto.

Previous Council/Committee Action: N/A

Competing Viewpoints Considered: N/A

Recommended Motion: I move that 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.

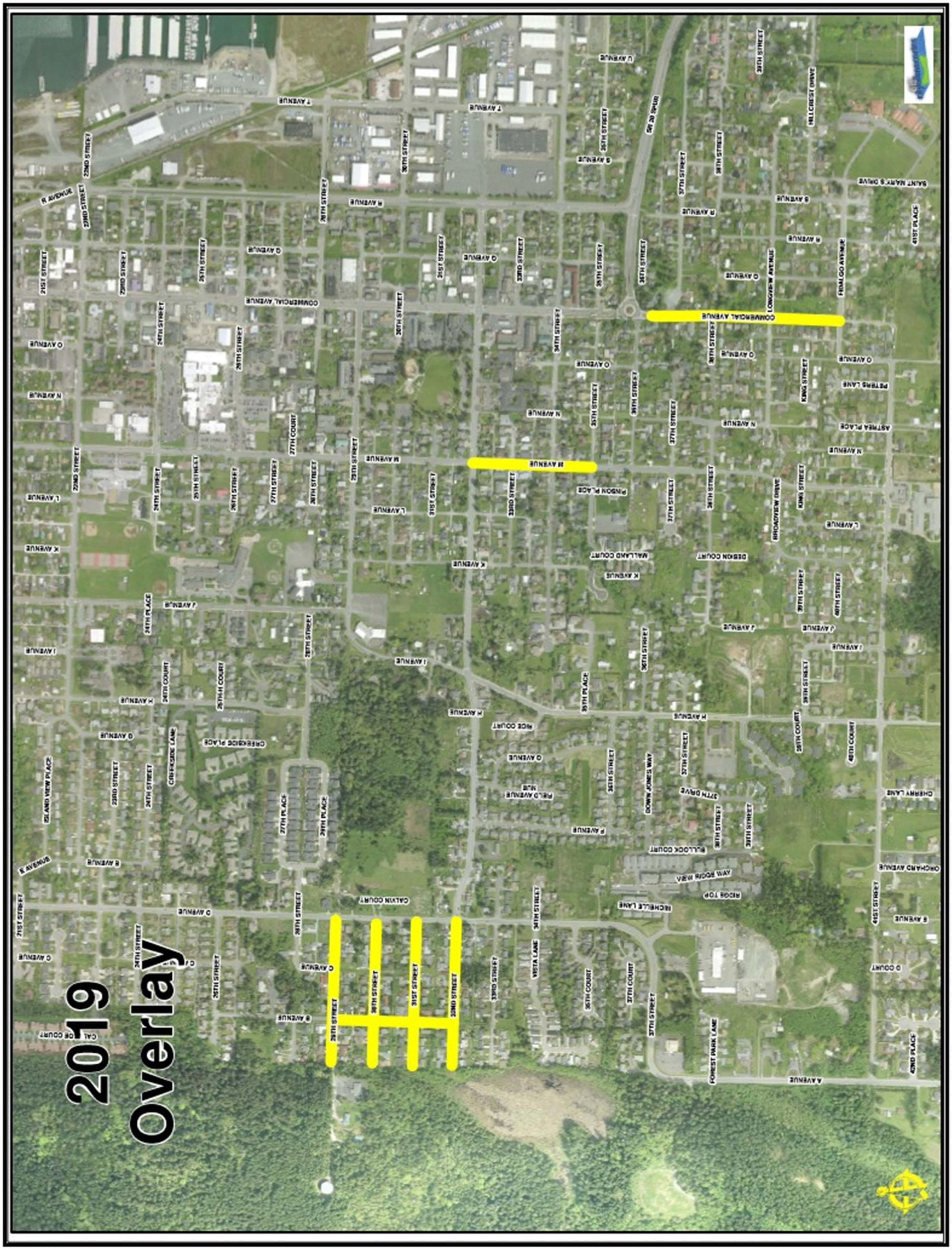
Alternative Actions: Not award the contract

Attachments: Bid Results, Vicinity Map, Contract 19-004-TRN-003

Contractor	Lakeside Industries, Inc.
Contract Amount	$796,858.00
Earmarked Funds	$1,815,000.00
BARS #	104.720.542.30.41
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	30 working days

2019 ASPHALT OVERLAY PROJECT
(PW19-004-TRN-003)
BID OPENING DATE: JUNE 20, 2019

				ENGINEERS ESTIMATE		Low Bid Received From LAKESIDE INDUSTRIES, INC.	
Item No.	Qty	Unit	Description	Unit Price	Amount	Unit Price	Amount
1	1	LS	Mobilization	$72,056.70	$ 72,056.70	$ 63,500.00	$ 63,500.00
2	EST.	DOL	Force Account - Unanticipated Site Work	$10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
3	1	LS	SPCC Plan	$1,500.00	$ 1,500.00	$ 825.00	$ 825.00
4	1	LS	Project Temporary Traffic Control	$150,000.00	$ 150,000.00	$ 89,850.00	$ 89,850.00
5	45	EA	Inlet Protection	$90.00	$ 4,050.00	$ 104.50	$ 4,702.50
6	15,000	SY	Paving Fabric	$4.00	$ 60,000.00	$ 5.50	$ 82,500.00
7	125	TON	Crushed Surfacing Top Course	$35.00	$ 4,375.00	$ 35.00	$ 4,375.00
8	1,020	SY	2 Inch Depth Planing Repair	$20.00	$ 20,400.00	$ 21.00	$ 21,420.00
9	6	SY	Pavement Repair Excavation Incl. Haul.	$150.00	$ 900.00	$ 705.00	$ 4,230.00
10	15,000	SY	Planing Bituminous Pavement	$5.00	$ 75,000.00	$ 4.75	$ 71,250.00
11	3,800	TON	HMA CL. 1/2 In. PG58H-22	$100.00	$ 380,000.00	$ 98.50	$ 374,300.00
12	EST.	CALC	Asphalt Cost Price Adjustment	$1.00	$ 3,700.00	$ 1.00	$ 3,700.00
13	1	EA	Adjust Manhole	$1,000.00	$ 1,000.00	$ 1,100.00	$ 1,100.00
14	EST.	DOL	Force Account - Adjust Vault to Grade	$2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00
15	128	LF	Removing Paint Line	$2.00	$ 256.00	$ 12.50	$ 1,600.00
16	2,900	LF	Paint Line	$0.35	$ 1,015.00	$ 2.50	$ 7,250.00
17	100	LF	Painted Wide Lane Line	$0.50	$ 50.00	$ 12.50	$ 1,250.00
18	50	LF	Painted Crosshatch Marking	$0.50	$ 25.00	$ 19.00	$ 950.00
19	112	SF	Plastic Crosswalk Line	$8.00	$ 896.00	$ 19.00	$ 2,128.00
20	400	LF	Plastic Stop Line	$10.00	$ 4,000.00	$ 45.00	$ 18,000.00
21	1	EA	Plastic Traffic Arrow	$300.00	$ 300.00	$ 1,300.00	$ 1,300.00
22	1	EA	Plastic Access Parking Space Symbol with Background	$300.00	$ 300.00	$ 1,300.00	$ 1,300.00
23	0.6	HUN	Raised Pavement Marker Type 2	$500.00	$ 300.00	$ 4,400.00	$ 2,640.00
24	125	TON	HMA for Pavement Repair CL. 1/2 In. PG58H-22	$ -	$ -	$ 209.50	$ 26,187.50
			TOTAL BID		**$792,623.70**		**$796,858.00**



NOTICE TO BIDDERS:
IN ACCORDANCE WITH THE ADVERTISED INVITATION TO BID, BIDDERS ARE DIRECTED TO WWW.BXWA.COM TO ENSURE RECEIPT OF ENTIRE SOLICITATION.

CONTRACT 19-004-TRN-003

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Lakeside Industries, Inc., a private contractor at PO Box 729, Anacortes, WA 98221 (herein after referred to as "Contractor").

WITNESSETH:
That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the OWNER and CONTRACTOR hereto covenant and agree as follows:

I. WORK.
The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **2019 ASPHALT OVERLAY PROJECT No. PW#19-004-TRN-003** in accordance with and as described in the City of Anacortes document entitled **"Plans, Specifications, and Contract Documents – 2019 ASPHALT OVERLAY PROJECT"** which is hereby incorporated by reference and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.

II. ENGINEER.
Unless otherwise specifically stated, the word "Engineer" shall be understood to mean the OWNER'S Project Manager or the OWNER'S authorized representative who will perform the Contract Administration and field inspection responsibilities.

III. CONTRACT TIMES AND LIQUIDATED DAMAGES.
A. Contract Times:
   1. Unless modified by the proposal, work shall start within **Ten (10) Calendar** days from the date of the Notice to Proceed. Physical Completion as defined in section 1-08.5 of the Special Provisions shall be achieved within **Thirty (30) Working days** after the work commences. The Contract Time shall commence upon issuance of the Notice to Proceed.

B. Liquidated Damages:
   1. If said work is not completed within the time specified for Physical Completion, the Contractor agrees to pay the Owner the sum specified in Section 1-08.9 of the Standard Specifications for each and every working day said work remains incomplete after expiration of the specified time, as liquidated damages.

IV. CONTRACT PRICE.
The OWNER, hereby promises and agrees with the Contractor to retain and does retain the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications contained in document entitled **"Plans, Specifications, and Contract Documents – 2019 ASPHALT OVERLAY PROJECT"**, and the terms and conditions herein contained, and hereby the OWNER contracts to pay CONTRACTOR for completion of the Work and in accordance to the same and the attached bid schedule, which is included as an Exhibit to this Agreement based upon the Unit Prices shown. The total contract price is **Seven Hundred Ninety-Six Thousand Eight Hundred Fifty-Eight Dollars ($796,858.00)**.

A. Interest:
   1. Moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

V. CONTRACTOR REPRESENTATIONS.
In order to induce OWNER to enter in this Agreement, CONTRACTOR'S representations are as set forth as follows:

A. CONTRACTOR has familiarized him/herself with the nature and extent of the Contract Document, scope of Work, site conditions, locality, general nature of work to be performed by OWNER or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
B. CONTRACTOR has carefully studied and examined the supplement, referred to above, which pertain to the conditions (subsurface or physical) to or contiguous to the site which may affect cost, progress, performance, or furnishing of said Work as CONTRACTOR deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the 2018 WSDOT Specifications; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by CONTRACTOR for such purposes.
C. CONTRACTOR has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and has included costs as defined by WSDOT Specifications.
D. CONTRACTOR has correlated information known to CONTRACTOR and results of such observations, familiarizations, examination, investigations, explorations, tests, and studies with Contract Documents.
E. CONTRACTOR has given OWNER written notice of conflicts, errors, ambiguities or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

VI. CONTRACT DOCUMENTS.

A. Contract Documents that comprise the entire Agreement between OWNER and CONTRACTOR concerning Work are defined in the WSDOT Specifications.
B. Exhibits to this Agreement include:
    1. Conformed Bid Form signed by CONTRACTOR.
    2. Executed Performance Bond
    3. Executed Payment Bond.
    4. Required documents submitted by the CONTRACTOR prior to the execution of Agreement as identified in the "Instruction to Bidders".

VII. MISCELLANEOUS

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
B. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
C. It is further provided that no liability shall attach to the City of Anacortes, Washington, by reason of entering into this contract, except as expressly provided herein.

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.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

Owner:	**Contractor:**
City of Anacortes	Lakeside Industries, Inc.
______________________	______________________
Mayor	Signature
______________________	______________________
Date	Printed Name
	______________________
	Title
	______________________
	Date

City Council Contract Agenda Bill

Meeting Date: 7/1/2019 **Agenda Item**: 7b

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

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 $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. The currency conversion of Euros to Dollars on 6/4/19 equals a contract amount of $176,162.77 US Dollars. Taxes and shipping fees will be added.

Background:

1. History: This project will extend our telemetry system to our water system south of Sharpes Corner. There is approximately 30,000 feet of pipeline in this section. We have a series of valves and meters in this section that will be connected. In addition if the system is expanded in the future this will enable us to operate and monitor an expanded area.
2. Key Terms:
   - Contract is for a total fixed price of $156,540.00 Euros. The currency conversion of Euros to Dollars on 6/4/19 equals a contract amount of $176,162.77 US Dollars. Taxes and shipping fees will be added.
3. Competitive Bidding: Council has designated Craley Group as a sole source supplier for these materials through Resolution 1977.

Previous Council/Committee Action: On 12/5/2016 Council approved Resolution 1977 designating Craley Group as a sole source supplier of patented Atlantis Hydrotec® T-Series micro-duct system. Council considered the contract at its June 10, 2019 meeting.

Competing Viewpoints Considered: N/A

Recommended Motion: I move that City Council 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.

Alternative Actions: N/A

Attachments: Contract 14-056-IDS-011

Contractor	Craley Group
Contract Amount	$156,540.00 Euros
Earmarked Funds	$400,000.00
BARS #	401.000.594.34.63
Budget Amendment Required?	No

CONTRACT 14-056-IDS-011
Between
THE CITY OF ANACORTES
AND
CRALEY GROUP

CRALEY Group
Innovators in
Smart Infrastructure

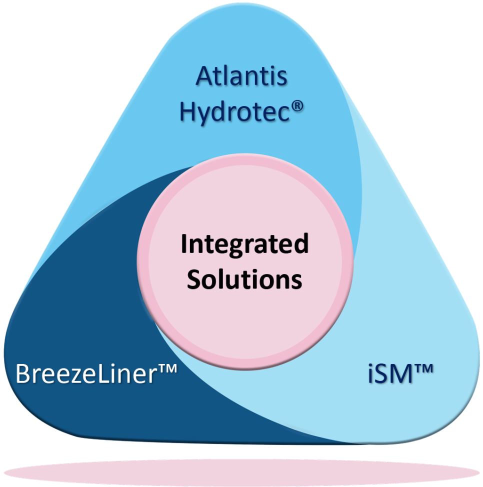
City of Anacortes

Deception Pass Fiber Links

Atlantis Hydrotec® Proposal

April 2019 v1.1

E&OE



CRALEY Group's suite of integrated solutions provide a clear, logical and compelling mix which have the ability to make smart water networks happen.

We provide the products that create a platform to deliver hard-wired ultra-fast comms between all sensors and actuators within a water network; regardless of location, including rural reservoirs, treatment works and water towers.

Our solutions are capable of providing fibre optic communications by utilising the existing in-ground pipe infrastructure as ready-made conduits, which already link all of the assets where reliable high-speed communications are required.

In addition to providing in-pipe communication solutions, we have a trenchless pipe relining and rehabilitation product with the ability to provide simultaneous fibre optic connectivity if required

Atlantis Hydrotec®
For in-pipe fibre communications in potable water pipes

BreezeLiner™
Pipe rehabilitation and communications

iSM™
For in-pipe Event Monitoring and Asset Protection

CONTENTS

CRALEY Group European Headquarters:

CRALEY Group Europe S.L.
Carrer Moli d'en Saborit 2
Edifici Auditorium, Officina 4.2,
Vic 08500 (Barcelona)

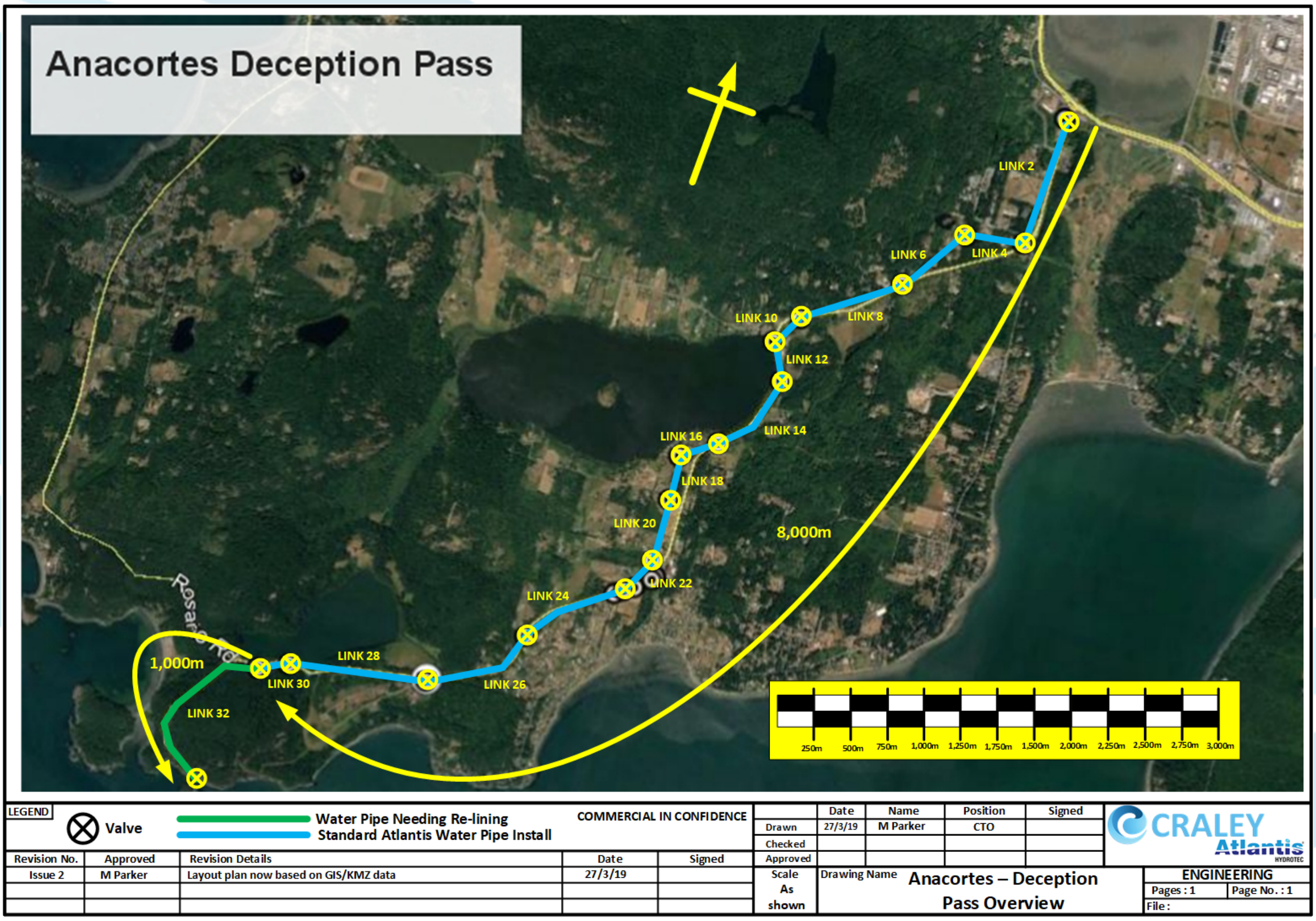
Tel: +34 931 315 643 / +34 931 315 633

Deployment Review

The City of Anacortes has an Atlantis Hydrotec® and Messenger Pipe™ system deployed within the trunk water pipe route interconnecting the Water Treatment Works and the main city water tower. An on-bound connection from the Water Treatment Works will inter-connect with a bulk fiber delivery service running along Interstate 5, and fibre will be run via the system up to Anacortes

The existing link system will provide the high-speed internet feeds to enable the City of Anacortes FTTH programme.

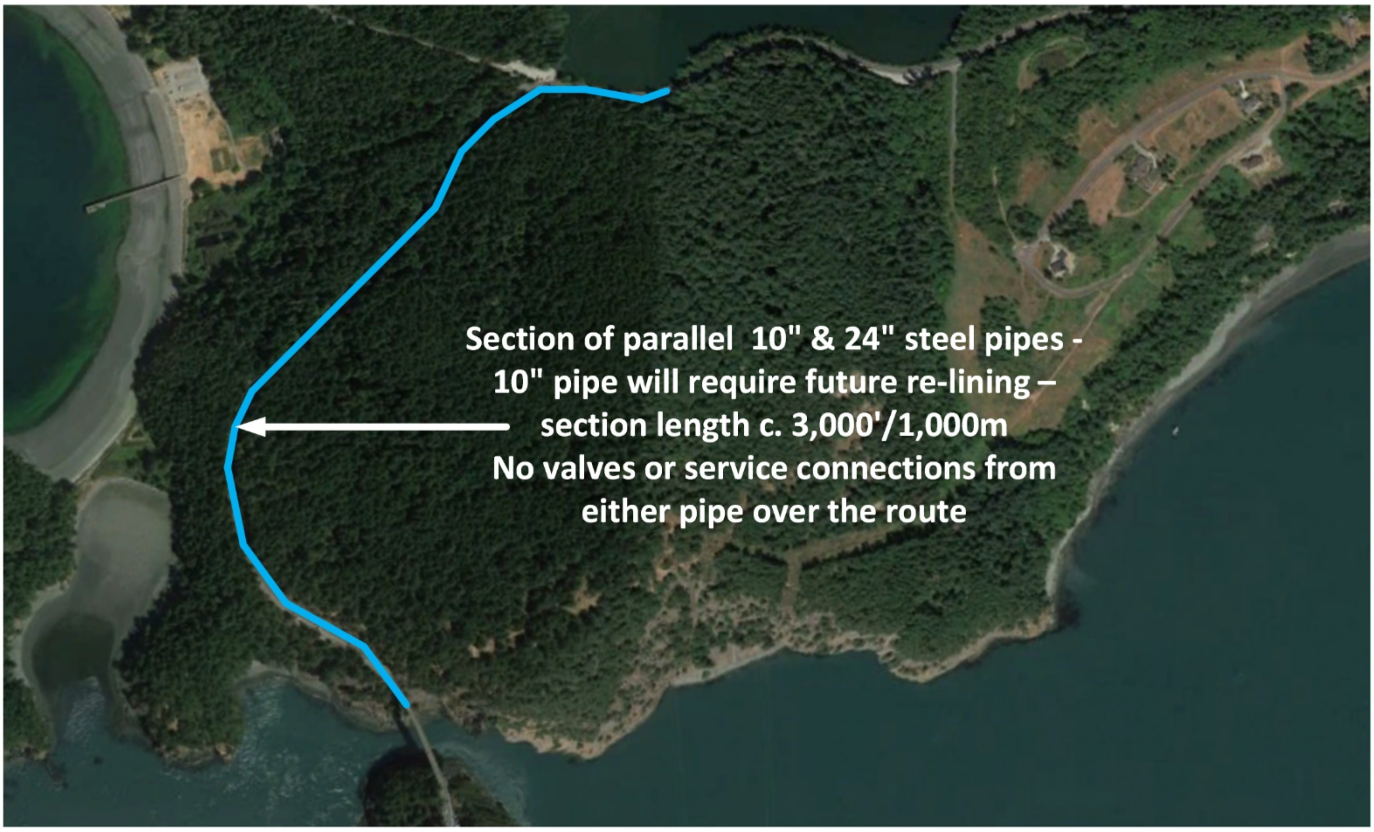
There is now a requirement to extend the fiber delivery to the Deception Pass region, to provide this service down to Whidbey Island, for Oak Harbour.



The plan is to facilitate the link via the existing trunk water pipe spur which runs south to Deception Pass, also using the Atlantis Hydrotec® and Messenger Pipe™ as with the previous project. This will use the same Messenger Pipe™ format of 24/14 (24mm outer diameter & 14mm inner diameter) such that up to a 288 fiber micro-cable may be inserted if required. Fibers will be spliced from the main route to service this spur.

The system in principle comprises 16 in-pipe link sections with nominally 30,000 feet of Messenger Pipe™ and 32 Atlantis Hydrotec® access fittings.

The southern-most section, leading up to Deception Pass Bridge comprises two parallel trunk pipes, a 24" and an 8". The 8" line is in poor condition and needs replacement, however the road it runs along is a single carriageway and additionally a commuter route to Whidbey Island, providing complications of traffic disruption. It is proposed to use the new BreezeLiner™ system (containing an integral Messenger Pipe™) to re-line the 8" section when this product is available & commercialised. It is proposed that in the short-term in order to get the links installed rapidly that the 24" line is used to deploy an Atlantis Hydrotec® system, which could be removed once the 8" line BreezeLiner™ system is installed, or may be left in-situ as a resilient back-up facility. This proposal therefore focuses on an end-to-end Atlantis Hydrotec® system in the first case.



LEGEND						Date	Name	Position	Signed	CRALEY Atlantis HYDROTEC
				COMMERCIAL IN CONFIDENCE	Drawn	29/3/19	M Parker	CTO		
					Checked					
Revision No.	Approved	Revision Details	Date	Signed	Approved					
Issue 1	M Parker	Initial Layout plan			Scale As shown	Drawing Name	Anacortes – Deception Pass Links – Relining Aspects			ENGINEERING Pages : 1 Page No. : 1 File :

Anacortes - Deception Pass Fiber Route

	End A				End B					Duct	BNB	Fittings	Boxes		Saddles			
Link No.	Site Name	Lat.	Long.	ASL m	Site Name	Lat.	Long.	ASL m	Pipe/Civil	*metres*	*metres*	PFM	Quazite	Traffic	10"	12"	16"	20"
1	Country Corner				Country Corner A				Civil dig	*50*				1				
2	Country Corner A	48.46260	122.58232	11	Miller SR20 B	48.45442	122.58320	59	Pipe - 10" AC		900	2			1		1	
3	Miller SR20 B				Miller Rd A				Civil dig	*78*			1	1				
4	Miller Rd A	48.45442	122.58320	59	Miller Rd Valve B	48.45394	122.58835	59	Pipe - 16" DI		385	2					2	
5	Miller Rd valve B				Miller Rd Valve A				Civil dig	*6*				2				
6	Miller Rd Valve A	48.45394	122.58835	59	Miller Rd SR20 B	48.45004	122.59290	59	Pipe - 16" DI		570	2					2	
7	Miller Rd SR20 B				6974 SR20 A				Civil dig/dir drill	*48*			2					
8	6974 SR20 A	48.45004	122.59290	59	6794 SR20 B	48.44639	122.60153	24	Pipe - 16" DI		760	2					2	
9	6794 SR20 B				6794 SR20 A				Civil dig	*18*			2					
10	6794 SR20 A	48.44639	122.60153	24	6708 SR20 B	48.44460	122.60347	17	Pipe - 12" DI		250	2				2		
11	6708 SR20 B				Campbell Lake A				Civil dig/dir drill	*39*			1	1				
12	Campbell Lake A	48.44460	122.60347	17	Campbell Lake B	48.44237	122.60172	18	Pipe - 20" HDPE		300	2						2
13	Campbell Lake B				6632 SR20 A				Civil dig/dir drill	*45*			2					
14	6632 SR20 A	48.44237	122.60172	18	6476 SR20 B	48.43766	122.60559	26	Pipe - 20" HDPE		600	2						2
15	6476 SR20 B				Mt View Lane A				Civil dig/dir drill	*58*				2				
16	Mt View Lane A	48.43766	122.60559	26	14352 Lunz B	48.43624	122.60902	24	Pipe - 16" DI		300	2					2	
17	14352 Lunz B				14352 Lunz A				Civil dig	*6*				2				
18	14352 Lunz A	48.43624	122.60902	24	Lunz Rd B	48.43337	122.60878	32	Pipe - 16" DI		320	2					2	
19	Lunz Rd B				Lunz Rd A				Civil dig/dir drill	*36*				2				
20	Lunz Rd A	48.43337	122.60878	32	Lunz SR20 B	48.42954	122.60882	22	Pipe - 16" DI		500	2					2	
21	Lunz SR20 B				Shrimp Shack A				Civil dig/dir drill	*85*			2					
22	Shrimp Shack A	48.42954	122.60882	22	6076 SR20 B	48.42728	122.61063	24	Pipe - 16" DI		285	2					2	
23	6076 SR20 B				6076 SR20 A				Civil dig	*6*				2				
24	6076 SR20 A	48.42728	122.61063	24	Bridgeview B	48.42293	122.61857	48	Pipe - 10" AC		750	2			2			
25	Bridgeview B				Bridgeview A				Civil dig	*6*				1				
26	Bridgeview A	48.42293	122.61857	48	5320 SR20 B	48.41870	122.62636	54	Pipe - 10" AC		815	2			2			
27	5320 SR20 B				5320 SR20 A				Civil dig	*18*			2					
28	5320 SR20 A	48.41870	122.62636	54	Pass Lake Inline B	48.41745	122.63938	39	Pipe - 10" AC		1,000	2			2			
29	Pass Lake Inline B				Pass Lake Inline A				Civil	*6*				2				
30	Pass Lake Inline A	48.41745	122.63938	39	Pass Lake Intertie B	48.41661	122.64202	44	Pipe - 10" AC		215	2			2			
31	Pass Lake Intertie B				Pass Lake Intertie A				Civil	*18*			2					
32	Pass Lake Intertie A	48.41661	122.64202	44	DP Meter B	48.40913	122.64591	19	Pipe - 24" ST		1,000	2						
									Totals	***525***	***8,950***	***32***	***14***	***16***	***9***	***2***	***15***	***4***

Atlantis Hydrotec® Proposal

The City of Anacortes has used staff from within its Public Works Department to install the initial project, they are fully skilled and kitted-out to undertake deployments and will provide all necessary civil works, pipe saddles and bosses and install labour.

CRALEY proposes then a product only schedule to cover supply of Atlantis Hydrotec®, Messenger Pipe™, appropriate parachutes and an accessories kit. Engineering assistance could be provided should it be required at any stage, this would be handled under separate cover.

The project is for an actual install of c. 30,000 feet of Messenger Pipe™, it is wise though to allow a reasonable contingency quantity to cover any possible inaccuracy in measurement and the possibility of some additional work.

The project in principle calls for 32 Atlantis Hydrotec® PFM Fittings, it has been requested to add a small quantity, likewise to cover the possibility of some additional work.

Given the project requirements and specifications, our technical proposal is the following:

- 12,000 metres of 24/14 Messenger Pipe™ (as 6 x 2,000m drums)
- 38 x Atlantis Hydrotec® PFM Fittings
- 3 x 10” install parachutes
- 3 x 12” install parachutes
- 3 x 16” install parachutes
- 3 x 18” install parachutes
- 3 x 20” install parachutes
- 3 x 24” install parachutes
- 1 x accessories kit

Costings

Costing for product supply only, per the schedule previously, is Euros 156,541 (US$ 176,891).

Payment schedule:

1. On placement of order (45%) - Euros 70,443 (US$ 79,601)
2. Prior to shipment of product (45%) - Euros 70,443 (US$ 79,601)
3. On receipt of product in-country (10%) - Euros 15,654 (US$ 17,689)

Notes:

- Prices are ex-works, in Euros and excluding taxes
- US$ figures are for guidance only, and correct as of April 2019

Standard Terms and conditions for the Supply of Goods and Services by CRALEY Group Europe SL, Carrer Moli d'en Saborit, Edificio Auditorium, Officina 4.2 Vic (Barcelona)

Terms and Conditions

1. INTERPRETATION

1.1 Definitions: In these Conditions, the following definitions apply:

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Force Majeure Event: has the meaning given to it in clause 14.1

Goods: the goods (or any part of them) set out in the Purchase Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Purchase Order: the Customer's order for the supply of Goods and Services, as set out the Customer's purchase order form

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Construction: In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 These terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 The Purchase Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 28 days from its date of issue.

2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

3.1 The Goods are described in marketing literature of the Supplier.

3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY

4.1 The Supplier shall arrange for the delivery of the Goods to a single location within the City of Anacortes, WA.

(a) Any charges relating directly to the delivery of the Goods shall be agreed in advance between the Supplier and the Customer and payment of these charges will be made prior to shipment of the Goods.

4.2 Delivery of the Goods shall be completed once the Goods' are delivered to the chosen delivery location as specified by the Customer.

4.3 The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier any other instructions that are relevant to the supply of the Goods.

4.4 Where delivery of the Goods has been agreed between the Supplier and the Customer, then any dates quoted for the delivery are approximate only, and time of delivery of the Goods is not of the essence. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.5 If the Customer fails to accept or take collection/delivery of the Goods within 7 days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the seventh day following the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY

5.1 The Supplier warrants that on delivery from the date of delivery, the Goods shall:

(a) conform in all material respects with their description

(b) be free from material defects in design, material and workmanship;

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

(d) be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.3, if:

(a) the Customer gives notice in writing within 28 days from Delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost. The Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full including carriage.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 in any of the following events:

(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2; or

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same; or

(c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer; or

(d) the Customer alters or repairs such Goods without the written consent of the Supplier; or

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (cleared funds) of payments 1 - 4, as defined in the payment schedule.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2; and

(e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.2 then, without limiting any other right or remedy the Supplier may have:

(a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

(b) the Supplier may at any time:

(i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services as agreed but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

(a) ensure that the terms of the Purchase Order and (if submitted by the Customer) the Goods Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(f) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

8.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1 The price for Goods shall be the price set out in the Purchase Order and the price payable will be fixed at the point of the Supplier officially confirming acceptance of the Purchase Order.

9.2 The charges for Services shall be on a time and materials basis:

(a) the charges shall be calculated in accordance with the Supplier's standard daily fee rates and as agreed;

(b) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.3 The Customer shall pay each invoice submitted by the Supplier within 7 days of the date of the invoice. Time for payment shall be of the essence.

9.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% above the base rate of Barclays Bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

10.3 All Supplier Materials are the exclusive property of the Supplier.

11. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12. LIMITATION OF LIABILITY:

12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 If the Customer becomes subject to any of the events listed in clause 13.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

13.2 For the purpose of clause 13.1, the relevant events are:

(a) the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

(b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

(e) the Customer (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(b) to clause 13.2(i) (inclusive);

(k) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

(l) the financial position of the Customer deteriorates to such an extent that in the Supplier’s opinion the Customer’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.4 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(l) or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13.5 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier’s outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for.

(c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. FORCE MAJEURE

14.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15. GENERAL

15.1 Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 Notices.

(a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered office address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or, if sent by fax or e-mail (if receipt of the email has been confirmed) within one business day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.3 Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If [one party gives notice to the other of the possibility that] any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

15.8 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.9 Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Notices. Notices to the City of Anacortes shall be sent to the following address:

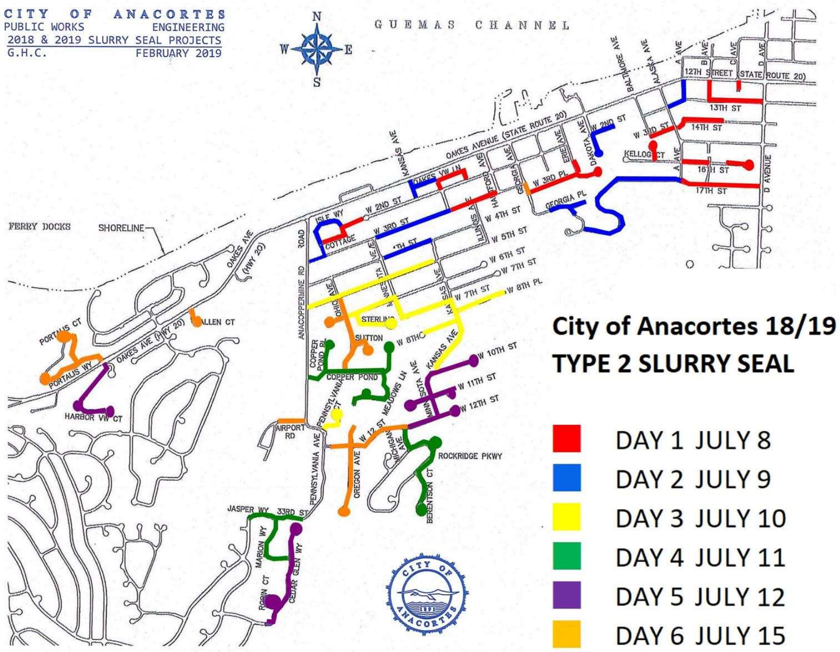
City of Anacortes
Attention: Tiffany Matson
Contract Specialist
matsont@cityofanacortes.org
904 6th Street
PO BOX 547
Anacortes, WA 98221
USA

Notices to the Vendor shall be sent to the following address:

CRALEY Group Europe S.L.
Andy Harris
andy.harris@craley.com
Carrer Moli d'en Saborit 2
Edifici Auditorium, Officina 4.2,
Vic 08500 (Barcelona)

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly;

CRALEY GROUP LIMITED	**CITY OF ANACORTES**
______________________________ Signature	______________________________ Mayor
______________________________ Printed	______________________________ Date
______________________________ Title	
______________________________ Date	



PUBLIC WORKS PROJECT MANAGER (360) 293-1920 gunnarc@cityofanacortes.org

DAY 1 MONDAY JULY 8			
STREET	BEGINNING	END	AREA (SY)
OAKES VIEW LN	JACKSON AVE	W 2ND ST	1,298
KELLOG PL	CUL DE SAC	16TH ST	1,045
W 3RD ST	BALTIMORE AVE	ALASKA AVE	1,229
17TH ST	ALASKA AVE	D AVE	3,756
16TH ST	ALASKA AVE	B AVE	1,092
16TH ST	250 FT EAST OF B AVE	CUL DE SAC	1,243
14TH ST	ALASKA AVE	300 FT W D AVE	2,789
C AVE	12TH ST	END	529
W 3RD PL	ERIE AVE	CUL DE SAC	1,661
W 3RD PL/ERIE AVE	GEORGIA AVE	160 FT NORTH ON ERIE AVE	3,628
JACKSON AVE	2ND ST	OAKES VIEW LN	606
W 3RD ST	JACKSON ST	HANFORD AVE	2,757
W 2ND ST	ISLE WAY	W 2ND ST	1,496
W 2ND ST	ISLE WAY	W 3D ST	1,171
B AVE	12TH ST	13TH ST	956
13TH ST	B AVE	D AVE	2,426
		TOTAL	27,674

DAY 2 TUESDAY JULY 9			
STREET	BEGINNING	END	AREA (SY)
A AVE	OAKES AVE	ALASKA AVE	1,727
W 3RD ST	MINNESOTA AVE	JACKSON ST	4,536
17TH ST	ALASKA AVE	GEORGIA PL	7,036
W 4TH ST	MINNESOTA AVE	KANSAS AVE	3,012
DAKOTA AVE	W 2ND ST	END	1,480
GEORGIA PL	300 FT FROM PAVEMENT CHANGE	1601 GEORGIA PL	2,063
OAKES VIEW LN	KANSAS AVE	JACKSON ST	723
KANSAS AVE	OAKS AVE	W 2ND ST	1,064
W 2ND ST	DAKOTA AVE	END	1,211
W 3RD ST	ANACOPPERMINE RD	ISLE WAY	1,152
ISLE WAY	W 3RD ST	W 2ND ST	2,383
		TOTAL	26,387

DAY 3 WEDNESDAY JULY 10			
STREET	BEGINNING	END	AREA (SY)
W 8TH ST	KANSAS AVE	END CUL DE SAC	2,505
MINNESOTA AVE	W 6TH ST	W 7TH ST	1,125
PENNSYLVANIA CT	PENNSYLVANIA AVE	END CUL DE SAC	2,731
W 7TH ST	MINNESOTA AVE	KANSAS AVE	2,606
W 8TH PL	KANASAS AVE	END OF BLOCK	1,984
KANSAS AVE	W 7TH ST	W 10TH ST	974
KANSAS AVE	W 7TH ST	W 10TH ST	2,774
6TH AVE	MINNESOTA AVE	OHIO AVE	2,952
STERLING PL	W 6TH ST	END CUL DE SAC	2,821
W 5TH ST	ANNACOPPERMINE RD	KANSAS AVE	6,493
		TOTAL	26,964

DAY 4 THURSDAY JULY 11			
STREET	BEGINNING	END	AREA (SY)
BERENTSON CT	ROCK RIDGE PKWY	END CUL DE SAC	2,685
MEADOWS LN	COPPER POND	OREGON AVE	4,129
MICHIGAN AVE	ROCK RIDGE PKWY	W 12TH ST	1,911
MARION WAY	JASPER WAY	CLYDE WAY	3,270
JASPER WAY	KINGSWAY	PENNSYLVANNIA AVE	2,817
COPPER POND	ANACOPPERMINE RD	END CUL DE SAC	3,639
ROCKRIDGE PKWY	MICHIGAN AVE	BERENTSON CT	3,845
COPPERPOND PL	COPPER POND	END CUL DE SAC	1,869
COPPER POND	ANACOPPERMINE RD	END CUL DE SAC	1,812
		TOTAL	25,973

DAY 5 FRIDAY JULY 12			
STREET	BEGINNING	END	AREA (SY)
W 12TH ST	MICHIGAN AVE	END CUL DE SAC	3,454
W 10TH ST	MINNESOTA AVE	END CUL DE SAC	2,741
CLYDEWAY	MARION WAY	END CUL DE SAC	2,173
MINNNESOTA AVE	W 12TH ST	W 10TH ST	2,087
W 11TH ST	MINNESOTA AVE	END CUL DE SAC	1,823
W 11TH ST	MINNESOTA AVE	END CUL DE SAC	1,665
ROBIN CT	CEDAR GLEN WAY	END CUL DE SAC	1,183
HARBOR VIEW CT	OAKES AVE	END CUL DE SAC	5,463
CEDAR GLEN WAY	MARION WAY	TYLER WAY	4,097
		TOTAL	24,682

DAY 6 MONDAY JULY 15			
STREET	BEGINNING	END	AREA (SY)
ALLEN CT	OAKES AVE	END CUL DE SAC	1,451
OHIO AVE	W 5TH ST	W 6TH ST	1,137
OREGON AVE	W 12TH ST	END OF STREET	1,417
PORTALIS CT	PORTALIS WAY	END CUL DE SAC	2,670
PORTALIS WAY	OAKES AVE	END CUL DE SAC	4,269
OHIO AVE	W 6TH ST	COPPER POND	3,265
W 6TH PL	OHIO AVE	END CUL DE SAC	1,716
W 12TH ST	PENNSYLVANIA AVE	MICHIGAN AVE	4,219
SUTTON PL	OHIO AVE	END CUL DE SAC	1,869
OREGON AVE	W 12TH ST	END CUL DE SAC	4,014
GEORGIA AVE	W 3RD ST	W 3RD PL	849
AIRPORT RD	PENNSYLVANIA AVE	AIRPORT RD	1,822
		TOTAL	22,862

COLOR-CODED STREETS MAY BE CLOSED FOR UP TO EIGHT (8) HOURS ON THE DATE INDICATED.

THIS SCHEDULE SUBJECT TO CHANGE IF WEATHER FORECAST IS FOR MOISTURE, OR IN CASE OF EQUIPMENT FAILURE.

Anacortes City Council

Proposed Agenda Items for the Next Eight Weeks Beginning July 8, 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 8, 2019

Special Meeting: 5:30 All Council Training: Microsoft Surface Books and Office 365 Rollout to Council Members

•Contract Award: Anacortes Public Library Roof Replacement #19-110-FAC-001 (Consent)
•Contract Award: Senior Center Metal Roof #19-066-FAC-001 (Consent)
•Update on Combined Sewer Overflow (CSO) Reduction Study (Discussion)
•Municipal Fiber Update (Discussion)

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July 15, 2019

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July 22, 2019

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

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August 5, 2019

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August 12, 2019

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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)

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August 26, 2019

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September 3, 2019

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Upcoming City Council Committee Meetings

The public is welcome to attend City Council Committee Meetings.

•Public Works, Monday, Jul 1, 2019, 5:00 PM, Main Conference Room, City Hall
•Port/City Liaison, Tuesday, Jul 2, 2019, 8:30 AM, Port of Anacortes
•Planning, Monday, Jul 8, 2019, 5:00 PM, Main Conference Room, City Hall
•Finance, Wednesday, Jul 10, 2019, 5:00 PM, Main Conference Room, City Hall
•Skagit County Law & Justice Council, Wednesday, Jul 10, 2019, 8:15 AM, Mount Vernon
•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

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