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- The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the [City Clerk](#) prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.
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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 10, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Housing Affordability and Community Services Committee (Report)
 - b. Planning Committee (Report)
 - c. Port / City Liaison Committee (Report)
 - d. Information Technology Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of February 3, 2025 (Action)
 - b. Approval of claims in the amount of \$774,339.05 (Action)
 - c. Contract Award: ARCGIS Software and Maintenance Agreement 2025-2027 #25-009-GIS-001 (Action)
6. **Other Business**
 - a. Planning, Community and Economic Development 2025 Department Update (Report)
 - b. Contract Award: 16th Street and D Avenue Improvement #22-213-TRN-003 (Discussion/Action)
 - c. Temporary Construction Easements for Cascade Natural Gas Relocation Project (Action)
 - d. Contract Award: WWTP Incineration Evaluation and Solids System Planning #25-052-SEW-001 (Discussion/Action)
7. **Adjournment**

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

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

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

Anacortes City Council Minutes - February 3, 2025

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of February 3, 2025 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Bruce McDougall were present. Council member Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Executive Session

Potential Litigation or Litigation per RCW 42.30.110(1)(i) (20 minutes)

Mayor Miller announced at 6:02 pm the Council would be going into Executive Session as allowed per RCW 42.30.110(1)(i), to discuss potential litigation for approximately 20 minutes.

At 6:22 pm, Mayor Miller and City Council returned and resumed the regular meeting.

Mr. Walters moved, seconded by Mr. Young to amend the agenda to add item 3.a. to consider resolution of the lawsuit between the City and Shadow Creek Investments LLC and Jerod Barth.

Announcements and Committee Reports

Mayor Miller announced that weather maintenance is not applied to Washington Park Loop and Erie Mountain Drive, which were closed to motorists due to inclement weather. He then advised citizens that solid waste pickup could be affected by the weather and that updated schedules could be found on the city website [Solid Waste Services](#) page. Mayor Miller then announced that 2025 is the centennial of the name of the Anacortes High School Seahawks, which will be recognized by the Anacortes School District at halftime of the basketball game on February 6th. He finally announced that the city had received a bicycle friendly silver award from the League of American Bicyclists.

Settlement Agreement in the Matter of Shadow Creek Investments LLC and Jerod Barth v. City of Anacortes

City Attorney Darcy Swetnam introduced the proposed settlement agreement between the city and Shadow Creek Investments LLC and Jerod Barth, recommending that the Council approve the agreement.

Ryan Walters moved, seconded by Bruce McDougall, to authorize attorneys for the city to execute the settlement agreement in the matter of Shadow Creek Investments LLC and Jerod Barth v. City of Anacortes in Court of Appeals case #86285-5.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Public Works Committee

Mr. Walters reported from the Public Works Committee meeting held right before the Council meeting. The topics discussed included traffic safety items that will come before the Council at a future date.

Fiber Committee

Mr. McDougall reported from the Fiber Committee meeting held the previous week. The topics discussed included current financial status, take rate, and projections for the coming year and beyond.

Mr. Fantini thanked the Parks Department for continuing the conversation regarding a potential west side park. He added that next steps are for the Parks Department to come up with a concept and identify funding for the

project. He then announced that on February 25th at 6pm at the Anacortes Public Library that he and Port Commissioner Bonnie Bowers would hold a joint town hall meeting.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda. Public comment was given as follows:

Linda Martin of Anacortes spoke about the Capital Facilities Plan, specifically regarding a new park in the west end of the city. Mr. Walters asked that a written response be provided to Ms. Martin's concerns.

Xuhua Mu of Anacortes also spoke about the community meeting where a new west end park was discussed and communication between the city and the public.

Consent Agenda

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

a. Minutes of January 27, 2025

b. Approval of claims in the amount of \$1,134,487.41

The following vouchers/checks were approved for payment:

EFT numbers: 111595 through 111633, total \$920,121.41

Check numbers: 111594 & 111634 through 111653, total \$179,201.27

Wire transfer numbers: 362408 through 362702, total \$35,164.73

c. Contract Award: On-Call Transportation Engineering Services #25-046-ENG-001

d. Contract Modification: Sanitary Sewer Maintenance Reduction #24-297-SEW-001

e. Contract Modification: Generator Replacement Project #24-151-ERR-001

Other Business

Contract Award: Street/Storm Sweeper Purchase #25-048-ERR-001

Public Works Operations Manager WiL Ludemann presented a contract #25-048-ERR-001 for the purchase of a street / storm sweeper. Mr. Ludemann explained that existing replacement money would be used and that having a second sweeper would save on rental fees that are currently being spent on performing street cleaning duties after a significant mechanical failure in the existing unit. He added that the new street sweeper would be able to treat areas that are inaccessible to the existing larger unit.

Discussion topics included:

- Extended service life of the existing unit after repair. Purchase of a second unit in three years.
- Pass-through funding from the Department of Ecology.
- Including both sweepers in the replacement fund.
- Cost of full-size sweeper and staffing requirements.
- Service life on the new sweeper.

Anthony Young moved, seconded by Amanda Hubik, to authorize the mayor to sign contract #25-048-ERR-001 with Enviro-Clean Equipment, LLC for the purchase of a street / storm sweeper.

Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Adjournment

There being no further business, at approximately 6:47 pm the Anacortes City Council meeting of February 3, 2025 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 February 10, 2025 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363071	1/1/2025	CL85402	NELSON-REISNER DISTRIBUTOR INC	VEHICLE FUEL - DEC 24	\$ 24,748.11	finance
363283	1/1/2025	Jan 2025	COGENT COMMUNICATIONS, LLC	PRIMARY DIA, JAN 2025	\$ 3,705.87	fiber
363295	1/13/2025	950945325	TELEFLEX LLC	EZIO NEEDLES	\$ 1,100.00	medic
363138	1/16/2025	B19264820	SHI INTERNATIONAL CORP.	MICROSOFT SELECT (QTY 8)	\$ 1,089.48	infosys
363282	1/17/2025	110092510	PUGET SOUND ENERGY INC	POLE TOPPING CHARGE	\$ 125.00	fiber
363166	1/17/2025	110092511	PUGET SOUND ENERGY INC	POLE ATTACHMENT CHARGE, 2025	\$ 13,567.01	fiber
362758	1/20/2025	19441	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 1/17/25	\$ 6,642.00	pw1
362909	1/20/2025	610496939	VERIZON WIRELESS	SCADA COMMUNICATIONS - PUMP STATIONS	\$ 1,250.36	dwwtp
363072	1/25/2025	Pay App 10	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	\$ 267,164.33	fiber
363142	1/27/2025	2024Q4-17	SKAGIT COUNTY INFORMATION	SPELLMAN SYSTEM 4TH QTR 2024	\$ 8,977.91	apd
363139	1/28/2025	3399	SKAGIT DOMESTIC VIOLENCE &	DVSAS SERVICES OCT-DEC 2024	\$ 3,868.54	apd
361926	1/28/2025	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 1/28-2/27/25	\$ 98.15	apd
361922	1/28/2025	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 1/28-2/27/25	\$ 92.11	finance
361924	1/28/2025	360-299-0973-1017915	ZIPLY FIBER	WWTP 1/28-2/27/25	\$ 532.21	dwwtp
363322	1/28/2025	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 1/28-2/27/25	\$ 69.75	publib
363158	1/28/2025	360-299-3674-0214175	ZIPLY FIBER	OPS PHONE LINE: 360-299-3674	\$ 83.07	dshop
361925	1/28/2025	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 1/28-2/27/25	\$ 90.93	apd
362985	1/28/2025	372853	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 248.80	pwfac
362984	1/28/2025	372925	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 47.90	pwfac
363284	1/28/2025	9340637304	GRAYBAR ELECTRIC COMPANY, INC	SUPPORT & RETURN FOR REPAIR FOR DATA SWITCH	\$ 11,721.75	fiber
363285	1/28/2025	9340637305	GRAYBAR ELECTRIC COMPANY, INC	ONT LICENSES	\$ 14,574.14	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363286	1/29/2025	0002285491	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 115.88	medic
362916	1/29/2025	25-00862	EUROFINS ENVIRONMENT TESTING	LAB TESTING - ANNUAL EFFLUENT	\$ 1,814.85	dwwtp
362910	1/29/2025	25-02536	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED	\$ 22.00	dwwtp
362986	1/29/2025	90197754	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 6,150.48	dwwtp
363346	1/30/2025	10937891	NAVIA BENEFIT SOLUTIONS, INC	JANUARY FLEXIBLE SPENDING PARTICIPANT FEE	\$ 116.10	hr
363348	1/30/2025	1720007263	PATEL DDS, RAMAN	DENTAL COPAY, LEOFF 1 RETIREES, GERALD HEIN	\$ 404.00	hr
362988	1/30/2025	22-043-PRK-0021	JANICKI GENERAL CONTRACTING	RETAINAGE RELEASE	\$ 67,943.59	pw1
363152	1/30/2025	25-02718	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH	\$ 154.00	dwwtp
363063	1/30/2025	372920A	BAY CITY SUPPLY	WINDEX CLEANER	\$ 61.78	dwwtp
363294	1/30/2025	7407482879	CARDINAL HEALTH 110, INC.	PHARMA & OTC: KETAMINE, GLUCAGON, NASAL	\$ 1,230.09	medic
363350	1/30/2025	C00120	MARKER DDS, TIMOTHY J	LEOFF1 DENTAL SERVICES R. COUSINS	\$ 271.00	hr
363153	1/31/2025	0125	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - JANUARY 2025	\$ 375.00	pkrec
363144	1/31/2025	16147196	WASHINGTON STATE DEPARTMENT	ANNUAL PARTICIPATION IN WA STATE FEDERAL SURPLUS PROGRAM	\$ 600.00	apd
363146	1/31/2025	1758752	WALTON BEVERAGE COMPANY, INC	BREAKROOM SUPPLIES	\$ 88.00	dwwtp
363323	1/31/2025	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 1/3-1/31/25	\$ 13.16	publib
363324	1/31/2025	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 1/3-1/31/25	\$ 26.46	publib
363163	1/31/2025	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 1/3-1/31/25	\$ 9.61	dshop
363162	1/31/2025	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 1/3-1/31/25	\$ 5.53	dshop
363161	1/31/2025	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 1/1-1/30/25	\$ 13,766.80	dwwtp
363353	1/31/2025	279943	INFOSEND, INC.	JANUARY 2025 PROCESSING	\$ 4,790.84	finance
363347	1/31/2025	42371	ORCA INFORMATION, INC	BACKGROUND CHECKS(NEW HIRES AND VOLUNTEERS)	\$ 1,166.00	hr
363287	1/31/2025	4630	SKAGIT 911	4TH QTR 2024: FIRE MOBILE (SPILLMAN)	\$ 2,216.22	medic
363160	1/31/2025	5010121	UTILITIES UNDERGROUND LOCATION	JANUARY LOCATE TICKETS	\$ 328.05	dshop
363140	1/31/2025	52751748	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 6,566.24	dwwtp

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363349	1/31/2025	9020577002	LANGUAGE LINE SERVICES, INC	TELEPHONE INTERPRETER SERVICES	\$ 19.50	court
363288	1/31/2025	INV39380	SEAWESTERN, INC.	STRUCTURAL & EXTRICATION GLOVES	\$ 3,211.18	medic
363068	1/31/2025	JAN 25	THE LAW OFFICE OF	PROS ATTY SERVICES-MC	\$ 8,700.00	attorney
363069	1/31/2025	JAN 25 CC	THE LAW OFFICE OF	PROS ATTY SERVICES-CC	\$ 1,595.00	attorney
363143	2/1/2025	00005W5A53055	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 2-1-25	\$ 26.66	apd
363345	2/1/2025	0542005-001	UNUM LIFE INS CO OF AMERICA	UNUM LONG TERM CARE INSURANCE	\$ 1,517.07	hr
363159	2/1/2025	147717	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	\$ 270.00	parks1
363290	2/1/2025	2/1/25	PORT OF ANACORTES	FEBRUARY MOORAGE: MARINE 29	\$ 312.37	medic
363150	2/1/2025	2692861-0043-4	WASTE MANAGEMENT	WTP TRASH, RECYCLING PICKUP 1/1/25-1/31/25	\$ 304.46	dwtpt
363289	2/1/2025	3405	OAB ENGINEERING, LLC	STA 3 DATA SERVICES: FEBRUARY	\$ 150.00	medic
363157	2/1/2025	5070876078	RICOH USA, INC	S/N C86180481 PARKS 11/1-1/31/25	\$ 21.80	finance
363148	2/3/2025	00932 Y	DEPARTMENT OF HEALTH	2025 OPERATING PERMIT, OPERATOR CERT SYSTEM FEE	\$ 1,373.55	dwtpt
363147	2/3/2025	02200 C	DEPARTMENT OF HEALTH	2025 OPERATING PERMIT, OPERATOR CERT SYSTEM FEE	\$ 9,966.20	dwtpt
363156	2/3/2025	102743047	MITCHELL, NICHOLA	PARKS WORK BOOT ALLOWANCE	\$ 208.90	parks1
363292	2/3/2025	1551499	LIFE ASSIST, INC	ASSORTED IV CATHETERS	\$ 2,061.89	medic
363338	2/3/2025	2025-01-AG	GDIXONLAW	PUB DEF CONFL	\$ 30.00	pubdef
363332	2/3/2025	2025-01-CP	GDIXONLAW	PUB DEF CONFL	\$ 350.00	pubdef
363335	2/3/2025	2025-01-DK	GDIXONLAW	PUB DEF CONFL	\$ 70.00	pubdef
363342	2/3/2025	2025-01-EB	GDIXONLAW	PUB DEF CONFL	\$ 140.00	pubdef
363330	2/3/2025	2025-01-GD	GDIXONLAW	PUB DEF CONFL	\$ 240.00	pubdef
363328	2/3/2025	2025-01-HT	GDIXONLAW	PUB DEF CONFL	\$ 210.00	pubdef
363341	2/3/2025	2025-01-JB	GDIXONLAW	PUB DEF CONFL	\$ 110.00	pubdef
363337	2/3/2025	2025-01-JK	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
363336	2/3/2025	2025-01-JKE	GDIXONLAW	PUB DEF CONFL	\$ 90.00	pubdef
363331	2/3/2025	2025-01-JR	GDIXONLAW	PUB DEF CONFL	\$ 130.00	pubdef
363326	2/3/2025	2025-01-JZ	GDIXONLAW	PUB DEF CONFL	\$ 90.00	pubdef
363329	2/3/2025	2025-01-LS	GDIXONLAW	PUB DEF CONFL	\$ 20.00	pubdef
363339	2/3/2025	2025-01-MB	GDIXONLAW	PUB DEF CONFL	\$ 470.00	pubdef
363344	2/3/2025	2025-01-MBE	GDIXONLAW	PUB DEF CONFL	\$ 150.00	pubdef
363343	2/3/2025	2025-01-MBI	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363333	2/3/2025	2025-01-MN	GDIXONLAW	PUB DEF CONFL	\$ 100.00	pubdef
363340	2/3/2025	2025-01-RB	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
363327	2/3/2025	2025-01-TW	GDIXONLAW	PUB DEF CONFL	\$ 190.00	pubdef
363334	2/3/2025	2025-01-VK	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
363149	2/3/2025	25-01322	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SLUDGE METALS BI MONTHLY ODD MONTHS	\$ 312.59	dwwtp
363151	2/3/2025	25-02675	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - NITRATE FINISHED	\$ 35.00	dwtp
363302	2/3/2025	3435	LAW OFFICE OF CARA LORENZO	PUBLIC DEF CONFL	\$ 300.00	pubdef
363303	2/3/2025	3440	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 90.00	pubdef
363304	2/3/2025	3441	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 20.00	pubdef
363305	2/3/2025	3442	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 70.00	pubdef
363306	2/3/2025	3443	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
363307	2/3/2025	3444	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 60.00	pubdef
363308	2/3/2025	3445	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 90.00	pubdef
363309	2/3/2025	3446	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 370.00	pubdef
363310	2/3/2025	3447	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 40.00	pubdef
363311	2/3/2025	3448	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
363312	2/3/2025	3449	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 30.00	pubdef
363313	2/3/2025	3450	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 230.00	pubdef
363314	2/3/2025	3451	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
363315	2/3/2025	3452	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 180.00	pubdef
363316	2/3/2025	3453	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 210.00	pubdef
363317	2/3/2025	3454	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 400.00	pubdef
363318	2/3/2025	3455	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 320.00	pubdef
363319	2/3/2025	3456	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 10.00	pubdef
363320	2/3/2025	3457	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 1,070.00	pubdef
363321	2/3/2025	3458	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 550.00	pubdef
363134	2/3/2025	649291	REECE, STORMIE	DEPOT JANITORIAL SERVICES	\$ 1,232.00	parks1
363325	2/3/2025	89102	SOUND DEVELOPMENT GROUP, LLC	H AVENUE MULTIMODAL ACFL CONNECTOR	\$ 2,225.00	pw1
363145	2/3/2025	9970	ANACORTES TOWING, LLC	TOWING; APD CASE 25-A000040	\$ 1,000.00	apd
363291	2/3/2025	INV39410	SEAWESTERN, INC.	INCREASER 1.5" FEMALE TO 2.5" MALE	\$ 190.66	medic
363133	2/3/2025	RefundBallard	BALLARD, JASON	WA PARK CAMPING REFUND	\$ 60.00	parks1
363165	2/3/2025	WA07-00245500	MOTION INDUSTRIES, INC	MAINTENANCE SUPPLIES	\$ 1,917.57	dwwtp
362911	2/3/2025	Lien Release P55731	SKAGIT COUNTY AUDITOR	LIEN RELEASE ACCT #150-3480- 00 REED-2016	\$ 38.00	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
363300	2/4/2025	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JAN JAIL TAX PAYMENT PER CONTRACT	\$ 87,750.40	finance
363167	2/4/2025	2024LTAC.AMP	ANACORTES MUSIC PROJECT	2024 TOURISM FUND.ANACORTES MUSIC PROJECT	\$ 16,323.85	plan
363351	2/4/2025	4636	WESTWARD DESIGN LLC	POLICE BANNERS - CAREER FAIR	\$ 598.40	hr
363293	2/4/2025	ANA-1219073	ANACORTES AMERICAN	ANNUAL SUBSCRIPTION- OPS	\$ 134.30	dshop
363354	2/5/2025	1399577-0043-8	WASTE MANAGEMENT	JANUARY 2025 CONTRACTED SERVICES	\$ 155,540.66	finance
363164	2/16/2025	759324	NELSON TRUCK EQUIPMENT CO	PUMP STATION MAINTENANCE	\$ 2,468.94	dwwtp
	Total				\$ 774,339.05	



City Council Agenda Bill

Meeting Date: February 10, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: ARCGIS Software and Maintenance Agreement 2025-2027 #25-009-GIS-001

Staff Contact(s): Andrew Rheume, Robert Hoxie

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$95,635.20 to Environmental Systems Research Institute, Inc. (ESRI) for the licenses and maintenance of our Global Information System ("GIS") software. We have used ESRI software since 1999 and is the common platform for local government to map and manage data throughout the city. Data includes everything from vehicle crash data, environmental assets such creeks and wetlands, and all aspects of the utilities that serve the community. By going with a three-year contract it allows us to keep costs from rising along with giving us more options with regards to software extensions.

Background:

1. **Key Terms:**
 - Contract is for \$31,878.40 per year.
 - The term is for three years from the effective date.
2. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Vendor	Environmental Systems Research Institute, Inc. (ESRI)
Contract Amount	\$95,635.20
BARS #	This is a fully utility budgeted agreement.

	Streets: 104.712.542.10.41 – 12% Water: 401.712.534.00.41 – 25% Sewer: 440.750.535.14.41 – 25% Stormwater: 445.770.531.10.41 – 25% Fiber: 001.260.532.10.41 – 13%
Budget Amendment Required?	No
Start Date	Effective date
End Date	3 years

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-009-GIS-001 with Environmental Systems Research Institute, Inc. (ESRI) in the amount of \$95,635.20 for the ARCGIS Software and Maintenance Agreement 2025-2027.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-009-GIS-001

**Quotation # Q-535659****Date:** November 12, 2024**Customer # 131687 Contract #**City of Anacortes
GIS Dept
904 6th St
Anacortes, WA 98221-1716ATTENTION: Robert Hoxie
PHONE: (360) 299-1988
EMAIL: robh@cityofanacortes.orgEnvironmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 11/12/2024 To: 2/10/2025*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$87,900.00
Sales Tax:				\$7,735.20
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$95,635.20

Pursuant to section 1.30.70.B of the City of Anacortes' Municipal Code, and only to the extent required by Section 1.30.70.B, the Customer may make Agreement No. **00338453.0** available to the public on Customer's website within five days of approval.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and the Master Agreement attached to Agreement No. 00338453.0. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The information may not be used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-535659

Date: November 12, 2024

Customer # 131687 Contract #

City of Anacortes
GIS Dept
904 6th St
Anacortes, WA 98221-1716

ATTENTION: Robert Hoxie
PHONE: (360) 299-1988
EMAIL: robh@cityofanacortes.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/12/2024 To: 2/10/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$87,900.00, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☒ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Matt Miller

Name (Please Print)

Mayor

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and the Master Agreement attached to Agreement No. 00338453.0. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The information may not be used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # **00338453.0**

SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)

ArcGIS Monitor

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard

ArcGIS Runtime Analysis Extension

Limited Quantities

Two (2) ArcGIS CityEngine Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

50 ArcGIS Enterprise Creators

2 ArcGIS Insights in ArcGIS Enterprise

2 ArcGIS Insights in ArcGIS Online

5 ArcGIS Location Sharing User Type Extension (Enterprise)

5 ArcGIS Location Sharing User Type Extension (Online)

6 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Anacortes
(Customer)

By: _____
Authorized Signature

Printed Name: Matt Miller

Title: Mayor

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Revised August 30, 2024
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement (“**Agreement**”) is between you (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer’s payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer’s own internal use in conjunction with Customer’s authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

“Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved.”

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer’s benefit and (ii) use Esri Offerings exclusively for Customer’s benefit. Customer will be solely responsible for its consultants’ and contractors’ compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer’s benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Anonymous Users”** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer’s Value-Added Applications.
- b. **“App Login Credential(s)”** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **“Commercial App Deployment License”** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **“Concurrent Use License”** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **“Deployment License”** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer’s end users.
- f. **“Deployment Server License”** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **“Development Server License”** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **“Development Use”** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **“Failover License”** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **“Named User(s)”** is Customer’s employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer’s exclusive benefit. For educational use, Named Users may include registered students.
- k. **“Named User Credential(s)”** means an individual person’s login and associated password enabling that person to access and use Products.
- l. **“Named User License”** means the right for a single Named User to use a specific Esri Offering.
- m. **“Online Services Subscription”** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **“Redistribution License”** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **“Server License”** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **“Sharing Tools”** means publishing capabilities included with Customer’s authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. **“Single Use License”** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user’s exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

- r. **“Staging Server License”** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer’s licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer’s total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 4. Move Software in the licensed configuration to a replacement computer;
 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <https://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days’ notice of material changes and 90 days’ notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer’s operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer’s use of Sharing Tools is at Customer’s sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
 3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.
- b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions.

The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.

- b. **“Esri Content Package(s)”** means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. **“Street Data”** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
 - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
 - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer’s public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer’s business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data*. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Michael Bauer Research International Boundaries Data (“MBR Data”)*. Customer’s right to use data downloaded to Customer’s premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables and Inventions.

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain all rights, title and ownership to any Inventions made or conceived solely by the respective Party's Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement.
- c. The parties will jointly own any Inventions made or conceived jointly by Inventors from both Parties. The Parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any joint Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such joint Invention.

5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total

labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

c. **For Time and Materials Task Orders.**

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.

- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and

- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.

- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Activity Description”** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **“Advantage Program”** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **“Authorized Contact”** means Customer's point of contact for the Advantage Program identified below.
- d. **“Learning and Services Credits”** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **“Premium Support Services”** or **“PSS”** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **“Advisor”** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable

Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.

- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Telephone: _____

Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Online Services and Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) **Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.**
- (b) **Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.**

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnatee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.esri.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Additionally, Customer will not export, reexport, transfer, provide access or release any Esri Offerings to Russia or Belarus. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may

include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("**Esri**"), and _____ ("**Customer**"),

("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, fax, and email address]*
Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Project Manager: *[insert name, telephone, fax, and email address]*
Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE

See Quotation for Pricing.



City Council Agenda Bill

Meeting Date: February 10, 2025 **Agenda Item:** 6.a.

Agenda Item Title: Planning, Community and Economic Development 2025 Department Update

Staff Contact(s): John Coleman

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch John Coleman	Staff Report

Item Summary: Planning, Community and Economic Development Department update from John Coleman, PCED Director

Budget Impact:
NA

Previous Action:

Recommended Motion: NA

Alternative Actions:

Attachments (listed in order presented):

1. Planning Dept Update (02-10-25)



Planning, Community and Economic Development Update

City of Anacortes – Planning, Community & Economic
Development (PCED)

February 10, 2025 Council Meeting

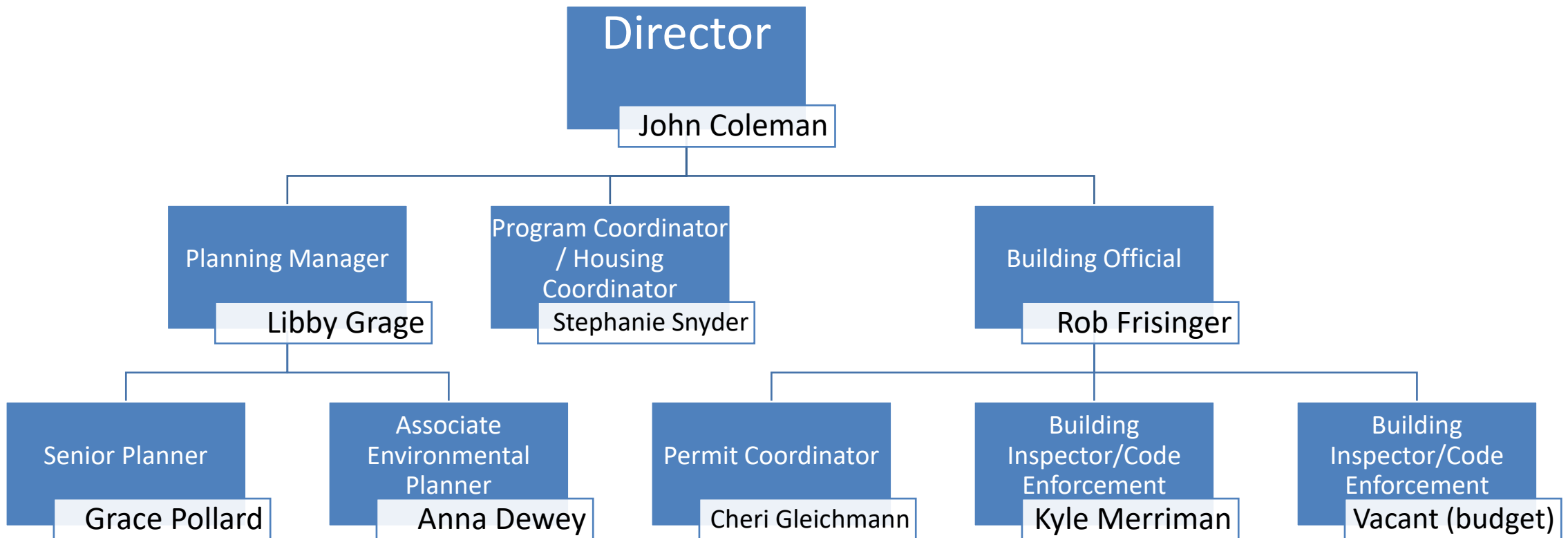


●●● Overview



- PCED – Who we are & what we do
- Building Updates
- Planning Updates
- CDBG / Housing Updates

●●● PCED Organizational Chart



●●● PCED Staff



••• What We Do



- Administer Community Development Block Grant & Housing Action Plan
- Economic Development activities
 - Coordinate with Chamber and Port to promote business retention, growth, and attraction
 - Administer the Lodging Tax Funds for Tourism Promotion
 - Oversee Special Event Permits for parades, festivals and community celebrations
- Front line customer service at the permitting counter (or by phone, email)
 - Residents, builders, developers, businesses, city departments and other agencies
- Prepare, administer & implement land use plans, policies, and codes that guide & regulate physical development in the city:
 - Building Permit review, issuance, inspection
 - Code compliance investigation & enforcement
 - Land use permit review, processing, tracking
 - Long range planning – Legislative actions
- Staff support for City Council, Council committees, Planning Commission

••• Building Division Updates



- **Administering \$197k grant for improving paperless permitting system**
 - **SmartGov help from vendor**
 - **Consultant review of Development Review Processes**
 - **Consultant recommendations for improvements**
- **2025 implementation of recommendations**
 - **Coordinating implementation between city dept's**
 - **Additional SG improvements based on recommendations**

●●● Current Large Building Projects

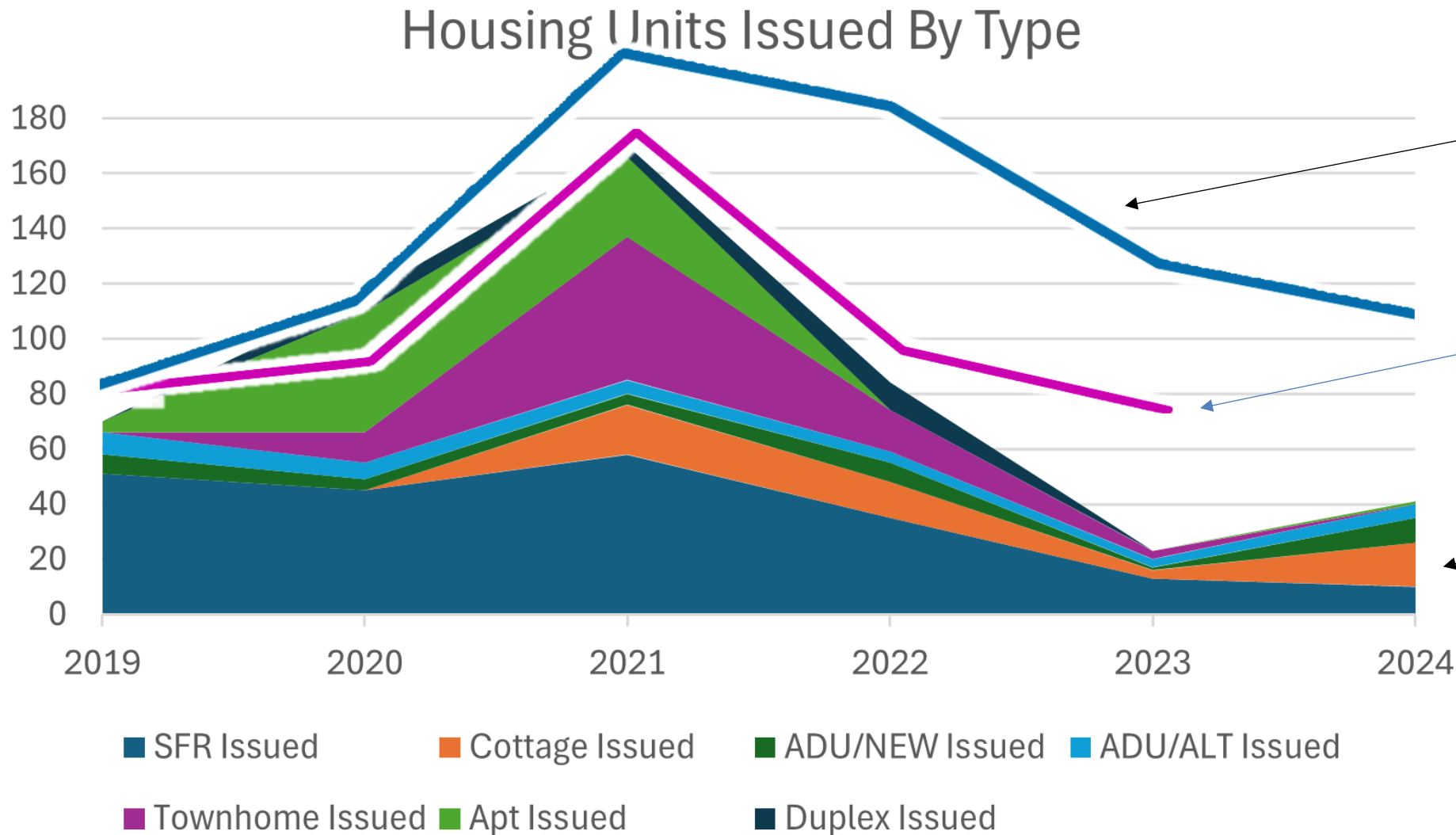


PROJECT:

% COMPLETE:

- **Strandberg Crosswinds Cottages** Crosswinds Ct: 18 units ----- 70%
- **Habitat Parkside Duplexes** 1210 29th St: 8 units ----- 25%
- **Samish Low Income Cottages** 34th St & D Ave: 15 units ----- 100%
- **Easy Street Cottages** 3620 Commercial Ave: 6 units----- 85%
- **32nd ST Cottages** 32nd & D Ave: 6 Units----- 100%
- **Welch Brothers** 89578 Stevenson Rd: Industrial building ----- 50%
- **Island Hospital Rooftop Helipad** 1211 24th St----- 100%
- **Samish Early Learning Center** 1502 D Ave (Building) ----- 70%

●●● Housing Unit Trends

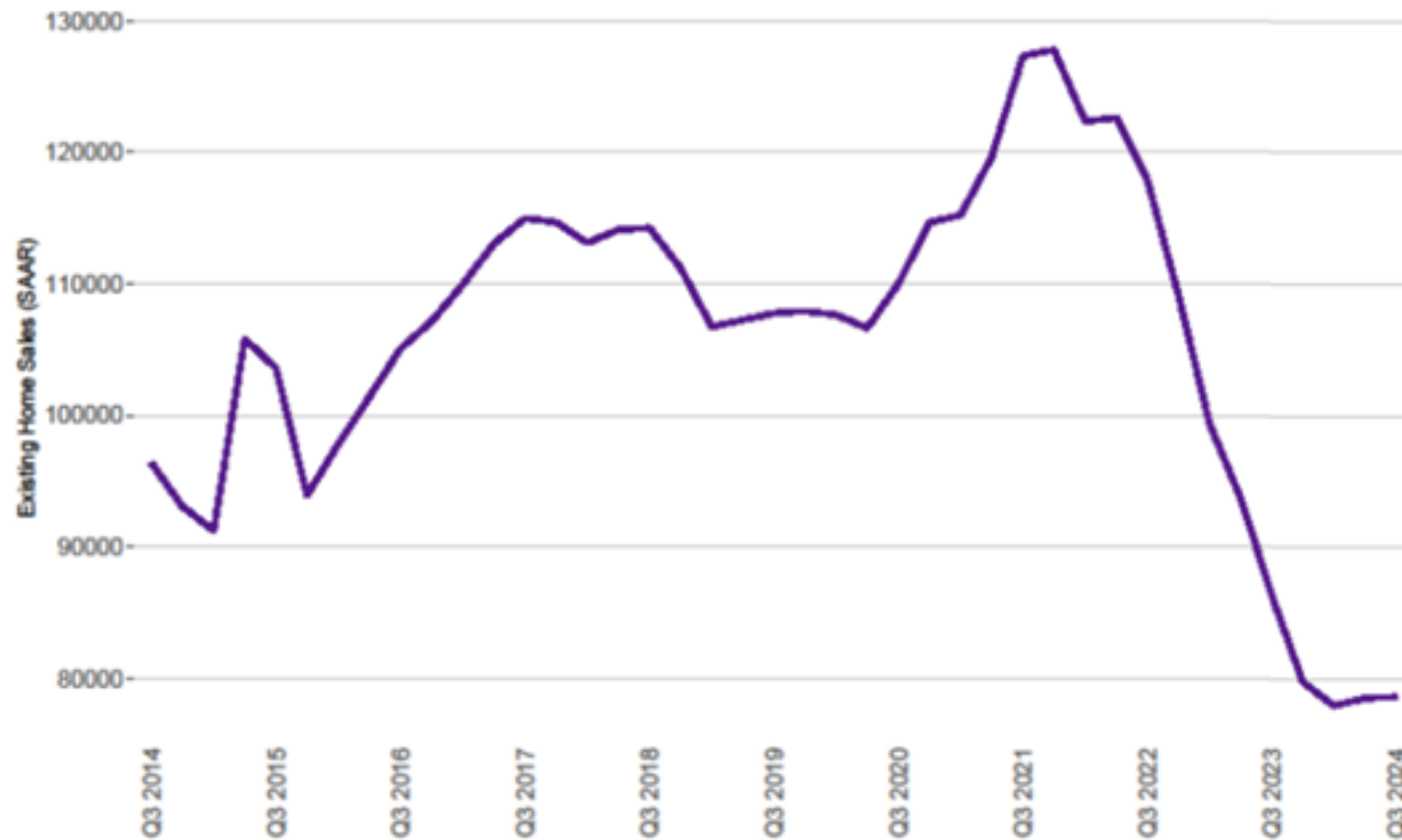


Blue line = units issued nationally (in thousands)

Purple line = Skagit units (thru 2023)

Solid chart = Anacortes units issued

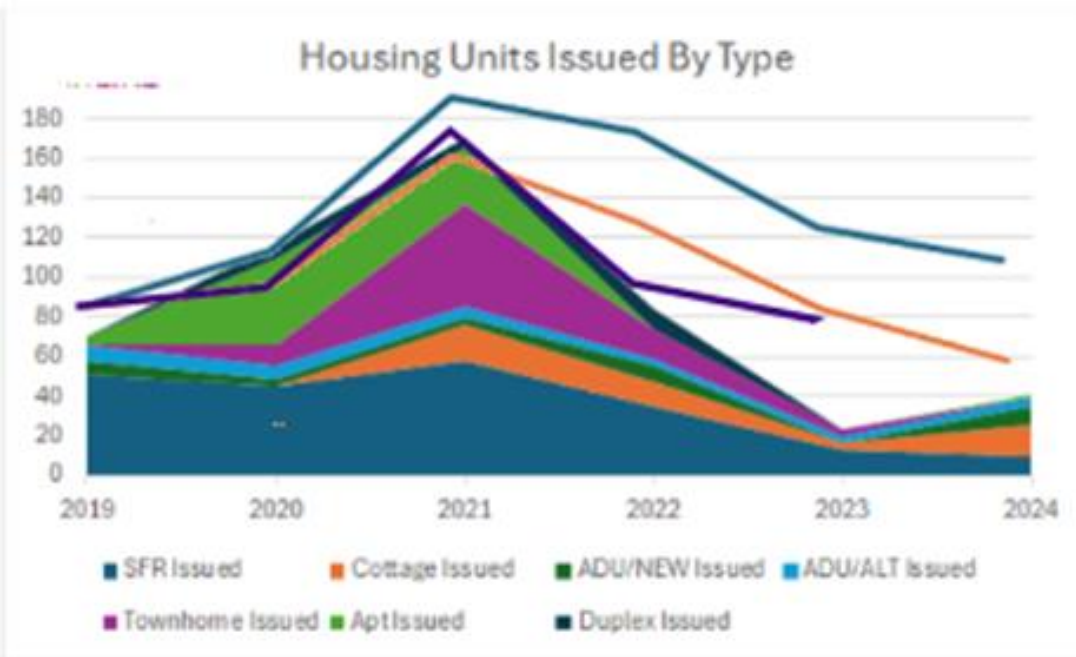
Washington Housing Trends



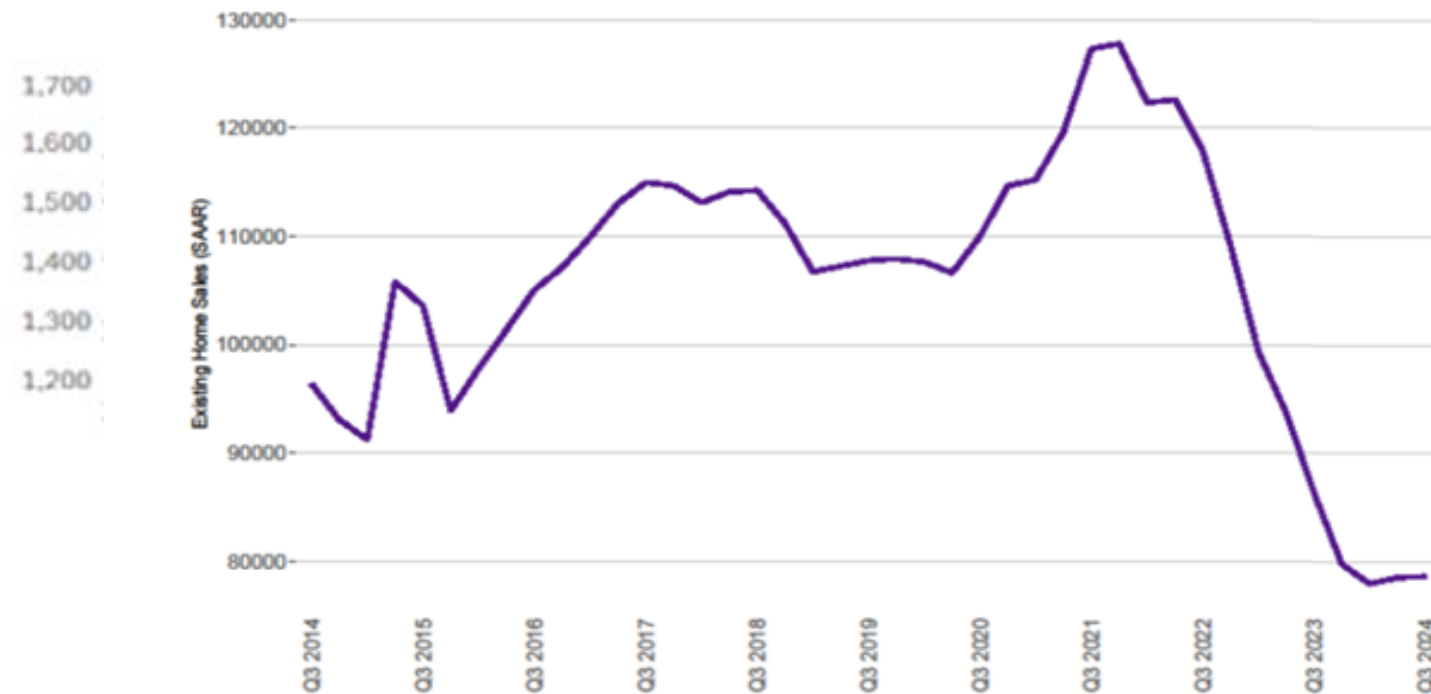
Existing home sales rose in the third quarter by 0.1% to a seasonally adjusted annual rate of 78,680 units compared to the previous quarter and fell 8.9% compared to a year earlier.

Building permit activity rose 1.4% from a year earlier, totaling 9,357 new units authorized. Of these, 4,858 were issued for single-family units.

●●● Housing Trends



Housing Units Issued



vs.

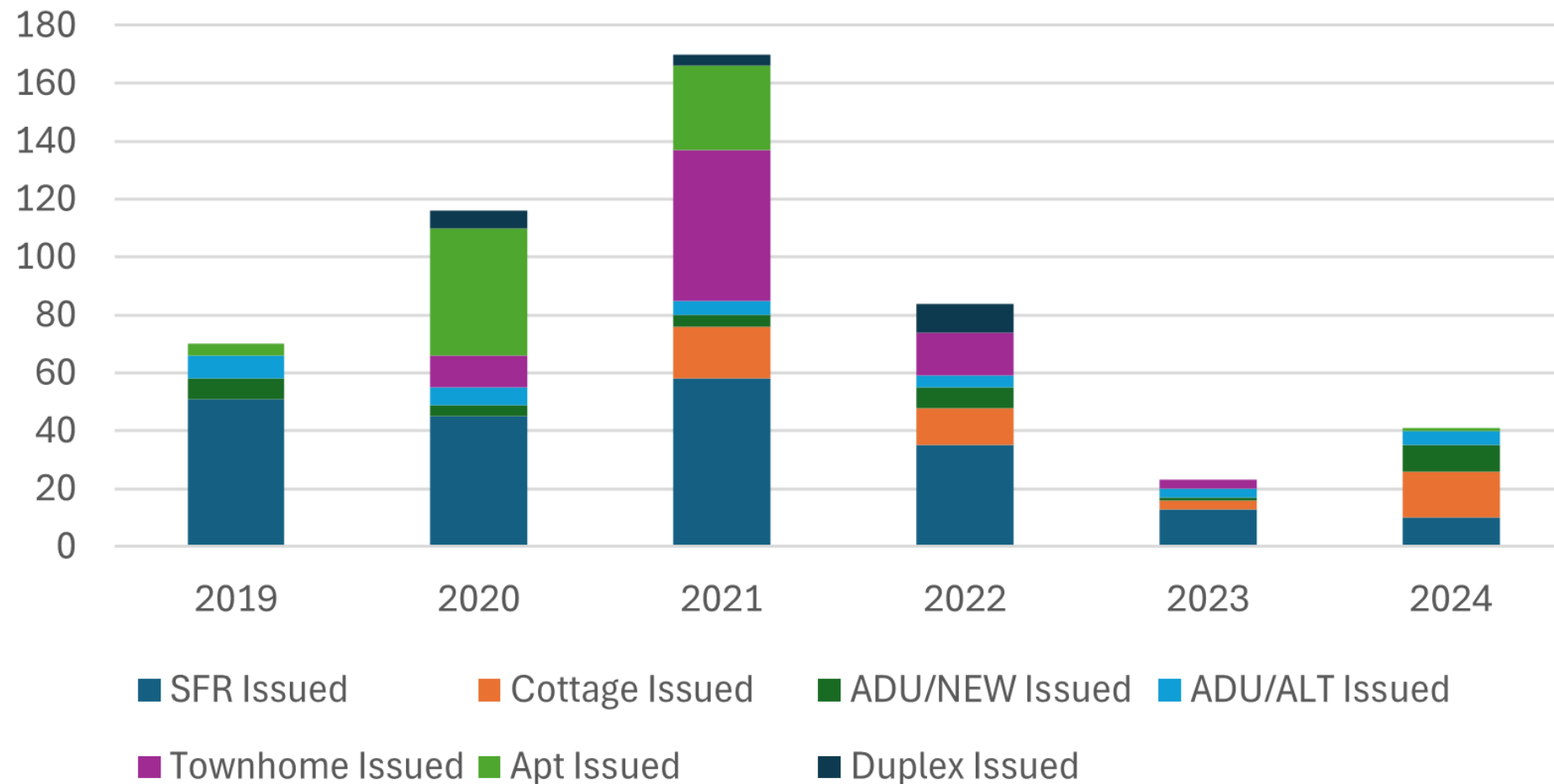
Existing Home Sales

10

●●● New Housing Units 2019-24



Housing Units Issued By Type



●●● Planning Division Updates



2024-25 work plan

- 2025 Comp Plan / Development Regs Update
- Process land use applications
- Development review process improvements
- Economic Development Strategic Plan
- Sharpe's Corner Site Analysis Study
- City/Port Event Center
- Fidalgo Bay DNR Lease Area Improvements

••• 2025 Periodic Update



GMA - Mandatory Topics to Review and Revise

- Population projections
- Employment projections
- Available housing options for new residents by area median income (AMI)
- Climate Element
 - Resiliency sub-element
 - Greenhouse Gas Emissions sub-element
- Urban Growth Area (UGA) Expansion
- Critical Areas

ANACORTES Comprehensive Plan 2016



July, 2016

●●● 20-Year Projected Growth



2022 population estimate =	17,983	
2045 projected population =	<u>22,971</u>	
	4,998	27% more residents

2022 employment estimate =	9,503	
2045 projected employment =	<u>12,648</u>	
	3,145	33% more jobs

••• 20-year Housing Growth



Now required to plan how to accommodate for housing in all income ranges. Projected NEW housing need through 2045. AMI = Area Median Income

- AMI in Anacortes/Mount Vernon = \$102,800

FINAL 2045 HOUSING ALLOCATIONS IN SKAGIT COUNTY

Urban Growth Areas	Allocation of Net New Housing Needed (2020-2045)						Total
	0-30% AMI*	31-50% AMI	51-80% AMI	81-100% AMI	101-120% AMI	Above 120% AMI	
Anacortes	943	604	422	226	201	546	2,942

••• Upcoming Land Use Projects



- MJB / Fidalgo Landing Subdivision
 - Current status: Application under review, waiting for info from applicant
- Guemes Ferry Electrification & Terminal Improvements
 - Current status: Initial review of application materials
- Mixed Use Development at Former Bowling Alley
 - Current status: Site plan under review for mixed use building w/commercial & 64 dwelling units
- Port of Anacortes West Basin Redevelopment Master Plan
 - Current status: Application under review
- Port of Anacortes Curtis Warf Repairs and 2nd Street Improvement
 - Current status: Issued, under construction
- Port of Anacortes T-Dock Replacement
 - Current status: SSDP Issued

••• Upcoming Land Use Projects

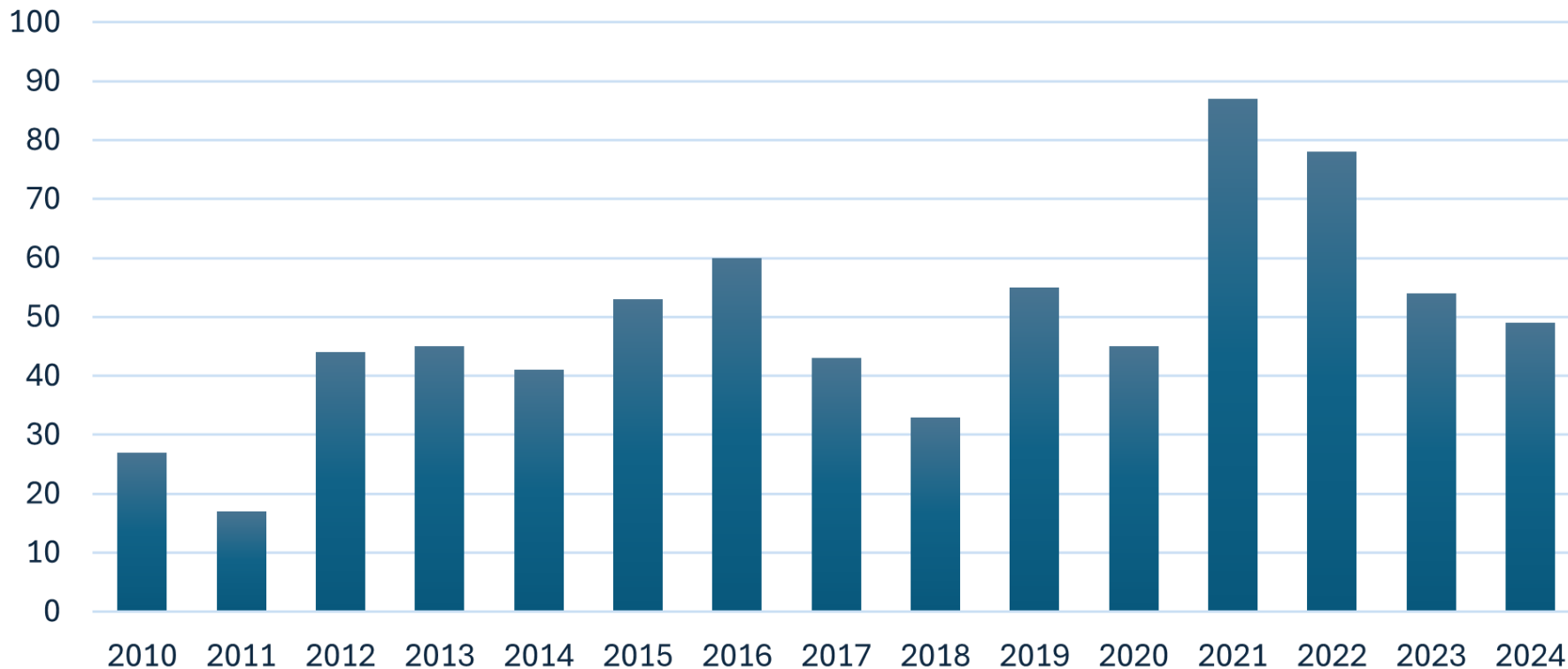


- Port A-Dock Electrical Upgrade to serve new electric boats
 - Current status: Pre-App only
- Irwin Mixed Use/Event Center
 - Current status: Pre-App only
- Irwin Seafarer's Hotel
 - Current status: Pre-App only
- Strandberg Threet/17th St. Cottages – 20 units
 - Current status: Pre-App only
- Strandberg 16th St. Short Plat – 6 lots
 - Current status: Preliminary Plat approval soon
- Cap Sante Viewpoint Improvements
 - Current status: Issued, under construction

••• Land Use Permit Trends



Total Number of Land Use Permit Applications



- Boundary Line Adjustments
- Critical Areas Permitting
- Conditional Use Permits
- Home Occupations
- Preliminary Plats
- Final Plats
- SEPA
- Shoreline Exemptions
- Shoreline Substantial Development Permits/ CUPs / Variances
- Site Plan Reviews
- Variances
- Wireless Service Facilities



Community Development Block Grant

The program is authorized by Title I of the Community Development Act of 1974. Federal funds are provided to local governments to assist in the development of decent housing, a suitable living environment, and expanded economic opportunities primarily for persons of low and moderate income. CDBG funds must be used for activities determined by the federal government to be eligible, and the local government determines which eligible use is appropriate in the community.

The City of Anacortes is an "entitlement city" and receives an annual CDBG allocation from the federal government. The City accepts applications from various organizations to implement CDBG activities.

cityofanacortes.org/171/CDBG-Information

●●● CDBG Funds



- Awarded \$106,279 for the 2024 CDBG Grant year (July 2024-June 2025)
- 15% has been historically awarded for public service costs
- 60% + has been historically awarded to maintain good standards & quality local low-income housing
- Opportunity for funding application period open now until Feb. 21, 2025
- Incoming applications will determine the draft CDBG 2025 Annual Action Plan - due to HUD May 15th, 2025
- Use administrative funds in the 2025 draft action plan to update “Analysis of Impediments” report?



Planning, Community & Economic Development Department

904 6th Street / PO Box 547

Anacortes, WA 98221

Planning: 360-299-1984 – Building: 360-293-1901

pced@anacorteswa.gov





City Council Agenda Bill

Meeting Date: February 10, 2025 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: 16th Street and D Avenue Improvement #22-213-TRN-003

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$1,170,236.25 to Fisher Construction Group, Inc. to perform the 16th Street and D Avenue Improvement. This project provides infrastructure improvements within the City of Anacortes along D Avenue between 15th and 18th Streets and 16th Street between C and D Avenues, including installation of new pavement, curb, gutter, sidewalk, concrete driveways, water quality facilities and storm conveyance systems. Pervious pavement parking areas will be added along 16th Street.

Background:

1. **History:** This project is a cooperation between the City and the Samish Indian Nation. The Samish have access to funding opportunities not available to the City and want to use that funding to make pedestrian improvements to D Ave and 16th Street, near their new construction. The City is able to provide Construction Administration and Management. The street improvements are a shared goal. The project costs are funded by the Samish Nation per an established interlocal agreement.
2. **Key Terms:**
 - Contract is for a fixed price of \$1,170,236.25.
 - All physical construction activities shall be completed 75 working days from the first working day following the Notice to Proceed.
3. **Competitive Bidding:** On January 10, 2025 the City [solicited bids](#) for the subject project and on January 30, 2025 a bid opening was conducted and 11 bids were received. Fisher Construction Group, Inc. was determined to be the lowest responsible bidder. The Engineer's Estimated range for this project was \$1,175,000 to \$1,250,000. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Fisher Construction Group, Inc.
Contract Amount	\$1,170,236.25
Earmarked Funds	\$2,300,000.00
BARS #	105.720.595.30.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	75 working days

Previous Action: At the [7/10/23](#) meeting Council approved interlocal [22-213-TRN-001](#) with the Samish Indian Nation for project funding. Council approved the design contract [22-213-TRN-002](#) with H.W. Lochner, Inc. at the [2/20/24](#) meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 22-213-TRN-003 with Fisher Construction Group, Inc. in the amount of \$1,170,236.25 to perform the 16th Street and D Avenue Improvement.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Bid Tabulation - 16th Street and D Avenue Improvement #22-213-TRN-003
2. 22-213-TRN-003

City of Anacortes																										
16th Street and D Avenue Improvement #22-213-TRN-003																										
Bid Tabulation																										
Bid Item	Description	Contract Quantities	Unit	Fisher Construction Group, Inc.		Premium Services Inc		Konnerup Construction, Inc.		Strider Construction Co., Inc.		Western Refinery Services, Inc		Colacurcio Brothers, Inc		Interwest Construction, Inc		SRV Construction Inc.		Larry Brown Const. Inc		TRICO Companies, LLC		SUMMITX CONTRACTORS INC.		
				Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	Price Per Unit	Total Amount Bid	
1	Minor Changes	1	Calc	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
2	Record Drawings	1	L.S.	\$2,287.13	\$2,287.13	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,250.00	\$2,250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,600.00	\$1,600.00	\$5,000.00	\$5,000.00	
3	Roadway Surveying	1	L.S.	\$14,703.01	\$14,703.01	\$13,500.00	\$13,500.00	\$10,000.00	\$10,000.00	\$17,500.00	\$17,500.00	\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00	\$19,000.00	\$19,000.00	\$15,900.00	\$15,900.00	\$16,585.00	\$16,585.00	\$14,900.00	\$14,900.00	\$10,000.00	\$10,000.00	
4	Licensed Surveying	1	Est.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
5	ADA Features Surveying	1	L.S.	\$5,227.74	\$5,227.74	\$4,800.00	\$4,800.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,135.00	\$5,135.00	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	
6	SPCC Plan	1	L.S.	\$377.27	\$377.27	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$350.00	\$350.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$485.00	\$485.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00	
7	Type Progress Schedule	1	L.S.	\$290.14	\$290.14	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$730.00	\$730.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	
8	Mobilization	1	L.S.	\$50,000.00	\$50,000.00	\$110,000.00	\$110,000.00	\$100,000.00	\$100,000.00	\$135,000.00	\$135,000.00	\$90,000.00	\$90,000.00	\$125,000.00	\$125,000.00	\$47,000.00	\$47,000.00	\$146,000.00	\$146,000.00	\$134,000.00	\$134,000.00	\$175,000.00	\$175,000.00	\$75,000.00	\$75,000.00	
9	Repair/Restoration of Public and Private Facilities	1	Est.	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	\$3,220.00	
10	Project Temporary Traffic Control	1	L.S.	\$22,544.63	\$22,544.63	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00	\$69,500.00	\$69,500.00	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$130,000.00	\$130,000.00	\$54,000.00	\$54,000.00	\$89,515.00	\$89,515.00	\$99,000.00	\$99,000.00	\$80,000.00	\$80,000.00	
11	Construction Signs Class A	1	L.S.	\$6,972.50	\$6,972.50	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$12,500.00	\$12,500.00	\$800.00	\$800.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$2,300.00	\$2,300.00	\$5,840.00	\$5,840.00	\$6,800.00	\$6,800.00	\$13,000.00	\$13,000.00	
12	Clearing and Grubbing	0.7	Acre	\$20,977.59	\$14,684.31	\$50,000.00	\$35,000.00	\$15,000.00	\$10,500.00	\$15,000.00	\$10,500.00	\$34,200.00	\$23,940.00	\$40,000.00	\$28,000.00	\$35,000.00	\$24,500.00	\$24,850.00	\$17,395.00	\$17,143.00	\$24,490.00	\$24,490.00	\$51,100.00	\$51,100.00	\$45,000.00	\$31,500.00
13	Removal of Structures and Obstructions	1	L.S.	\$35,385.25	\$35,385.25	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$31,000.00	\$31,000.00	\$57,000.00	\$57,000.00	\$42,000.00	\$42,000.00	\$95,000.00	\$95,000.00	
14	Sawcutting Asphalt Conc. Pavement	1680	L.F.	\$7.08	\$11,894.40	\$4.00	\$6,720.00	\$4.00	\$6,720.00	\$2.50	\$4,200.00	\$1.50	\$2,520.00	\$3.20	\$5,376.00	\$3.00	\$5,040.00	\$3.50	\$5,880.00	\$2.45	\$4,116.00	\$5.00	\$8,400.00	\$2.50	\$4,200.00	
15	Sawcutting Cement Conc. Pavement	50	L.F.	\$13.61	\$680.50	\$10.00	\$500.00	\$6.00	\$300.00	\$4.50	\$225.00	\$2.50	\$125.00	\$10.00	\$500.00	\$13.00	\$650.00	\$5.00	\$250.00	\$13.00	\$650.00	\$6.50	\$325.00	\$2.50	\$125.00	
16	Roadway Excavation Incl. Haul	1900	C.Y.	\$20.29	\$38,551.00	\$20.00	\$38,000.00	\$30.00	\$57,000.00	\$18.00	\$34,200.00	\$30.00	\$57,000.00	\$21.00	\$39,900.00	\$24.50	\$46,550.00	\$34.50	\$65,550.00	\$36.80	\$69,920.00	\$41.00	\$77,900.00	\$40.00	\$76,000.00	
17	Potholing Utilities	13	Each	\$241.10	\$3,134.30	\$1,000.00	\$13,000.00	\$500.00	\$6,500.00	\$400.00	\$5,200.00	\$350.00	\$4,550.00	\$700.00	\$9,100.00	\$700.00	\$9,100.00	\$400.00	\$5,200.00	\$465.00	\$6,045.00	\$680.00	\$8,840.00	\$500.00	\$6,500.00	
18	Structure Excavation Class B Incl. Haul	315	C.Y.	\$27.62	\$8,700.30	\$20.00	\$6,300.00	\$50.00	\$15,750.00	\$8.00	\$2,520.00	\$35.00	\$11,025.00	\$30.00	\$9,450.00	\$19.00	\$5,985.00	\$8.00	\$2,520.00	\$29.95	\$9,434.25	\$5.80	\$1,827.00	\$35.00	\$11,025.00	
19	Shoring Or Extra Excavation Class B	900	S.F.	\$4.24	\$3,816.00	\$0.10	\$90.00	\$10.00	\$9,000.00	\$0.20	\$180.00	\$1.00	\$900.00	\$0.50	\$450.00	\$2.00	\$1,800.00	\$1.00	\$900.00	\$0.25	\$225.00	\$0.10	\$90.00	\$10.00	\$9,000.00	
20	Trimming and Cleanup	1	L.S.	\$4,300.22	\$4,300.22	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$5,140.00	\$5,140.00	\$5,400.00	\$5,400.00	\$10,000.00	\$10,000.00	
21	Construction Geotextile For Soil Stabilization	2230	S.Y.	\$2.38	\$5,307.40	\$2.00	\$4,460.00	\$12.00	\$26,760.00	\$2.50	\$5,575.00	\$5.00	\$11,150.00	\$3.00	\$6,690.00	\$2.25	\$5,017.50	\$5.00	\$11,150.00	\$2.45	\$5,463.50	\$1.90	\$4,237.00	\$5.00	\$11,150.00	
22	Crushed Surfacing Top Course	980	TON	\$38.73	\$37,955.40	\$45.00	\$44,100.00	\$38.00	\$37,240.00	\$45.00	\$44,100.00	\$60.00	\$38,000.00	\$43.00	\$42,140.00	\$50.00	\$49,000.00	\$42.25	\$41,405.00	\$52.50	\$51,450.00	\$54.00	\$52,920.00	\$45.00	\$44,100.00	
23	Crushed Surfacing Base Course	1940	TON	\$36.57	\$70,945.80	\$45.00	\$87,300.00	\$36.00	\$69,840.00	\$38.00	\$73,720.00	\$50.00	\$97,000.00	\$36.00	\$69,840.00	\$40.00	\$77,600.00	\$42.25	\$81,965.00	\$48.90	\$94,866.00	\$49.00	\$95,060.00	\$45.00	\$87,300.00	
24	Pervious Concrete Under Course	349	S.Y.	\$70.29	\$24,531.21	\$50.00	\$17,450.00	\$20.00	\$6,980.00	\$50.00	\$23,383.00	\$100.00	\$23,034.00	\$65.00	\$22,685.00	\$66.00	\$23,034.00	\$94.50	\$32,980.50	\$103.50	\$36,121.50	\$104.00	\$36,296.00	\$80.00	\$27,920.00	
25	HMA CL 1/2 In. PG 58H-22	420	TON	\$180.09	\$75,637.80	\$172.00	\$72,240.00	\$201.00	\$84,420.00	\$180.00	\$75,600.00	\$225.00	\$94,500.00	\$178.00	\$74,760.00	\$180.00	\$75,600.00	\$226.00	\$94,920.00	\$180.00	\$75,600.00	\$183.00	\$76,860.00	\$230.00	\$96,600.00	
26	Pervious Concrete Pavement	349	S.Y.	\$112.18	\$39,150.82	\$110.00	\$41,880.00	\$105.00	\$38,390.00	\$120.00	\$41,880.00	\$110.00	\$38,390.00	\$117.00	\$40,833.00	\$120.00	\$41,880.00	\$121.50	\$42,403.50	\$124.75	\$43,537.75	\$124.00	\$43,276.00	\$100.00	\$34,900.00	
27	Drain Pipe 8 IN. Diam.	150	L.F.	\$55.90	\$8,385.00	\$40.00	\$6,000.00	\$100.00	\$15,000.00	\$45.00	\$6,750.00	\$50.00	\$7,500.00	\$54.00	\$8,100.00	\$										



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Fisher Construction Group, Inc., a private contractor at 625 Fisher Lane, Burlington, WA 98233 (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 parties 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 16TH STREET AND D AVENUE IMPROVEMENT, in accordance with and as described in the Invitation for Bid entitled the same, Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction M 41-10, except as modified by the Special Provisions included in this Invitation to Bid. Any changes to the work contracted herein shall be subject to contract modification signed by the Parties.

The City 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 attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for themselves, and for their heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

- II. **PRICE.** The Total Contract Price is **One Million One Hundred Seventy Thousand Two Hundred Thirty-Six Dollars and Twenty-Five Cents (\$1,170,236.25)**. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.
- III. **TIME.** Unless otherwise stated in the Invitation for Bid, all physical construction activities shall be completed **Seventy-Five (75) working days** from the first working day following the Notice to Proceed. The Contractor shall supply the materials within the specified period of time after Notice to Proceed has been issued by the City.
- IV. **LIQUIDATED DAMAGES.** Under 1-08.9 of the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, the City is entitled to liquidated damages for each and every calendar day said work remains uncompleted after expiration of the specified time
- V. **INDEMNIFICATION/HOLD HARMLESS.**
The Contractor shall defend, indemnify and hold the City, its appointed and elective officers, officials, employees and volunteers harmless from any and all claims, injuries, including death at any time resulting there from, damages, losses or suits including attorney fees, to the extent caused by negligent acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the

extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Clause shall survive the expiration or termination of this Agreement.

- VI. **INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

Owner:

City of Anacortes

Mayor

Date

Contractor:

Fisher Construction Group, Inc.,

Title

Date

All 6 pages of the enclosed Bid Proposal form must be completed and submitted with the bid.

CONTRACT 22-213-TRN-003
EXHIBIT A

BID PROPOSAL
FOR
16TH STREET AND D AVENUE IMPROVEMENT
ANACORTES, WASHINGTON
Page 1 of 6

Date: 1/30/2025

TO: CITY OF ANACORTES

This certifies that the Undersigned has examined the location of the project site and the conditions of work, and has carefully read and thoroughly understands the contract documents entitled: **"16TH STREET AND D AVENUE IMPROVEMENT"**, in Anacortes, Washington including the "Bid Procedures and Conditions", "Specifications and Conditions", "Contract Forms", "Temporary Traffic Control", "Construction Plans", and "Appendix" governing the work embraced in this project and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

The Undersigned certifies that it is not currently disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).

NON-COLLUSION DECLARATION

The Undersigned, by signing the proposal, hereby declares, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, the Undersigned is deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS: To report rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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

BID PROPOSAL
FOR
16TH STREET AND D AVENUE IMPROVEMENT
ANACORTES, WASHINGTON
Page 2 of 6

Local Agency Certification for Federal-Aid Contracts

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering onto of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting their bid or proposal that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

To: City of Anacortes Anacortes City Hall 904 6th Street Anacortes, WA 98221					BID PROPOSAL FORM	
This certifies that the undersigned has examined the location of: 16th Street and D Avenue Improvements A City of Anacortes project Located in Anacortes, Washington, Skagit County Project No. PW# 22-213-TRN-003 and that the plans, specifications, and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:						
NOTES: Unit prices for all items, all extensions, and total amount of bid for each Bid Item shall be shown. All entries must be typed or entered in ink. SALES TAX IS TO BE INCLUDED WITH ALL BID ITEMS IN ACCORDANCE WITH THE 2025 STANDARD SPECIFICATIONS, SECTION 1-07.2						
ITEM NO.	SPEC. REF.	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE PER UNIT (DOLLARS)	TOTAL AMOUNT BID (DOLLARS)
DIVISION 1: GENERAL REQUIREMENTS						
1	1-04	MINOR CHANGE	1	CALC	\$ 5,000.00	\$ 5,000.00
2	1-05 SP	RECORD DRAWINGS (Min. Bid Req.\$500.00)	1	L.S.	\$ 2,287.13	\$ 2,287.13
3	1-05.4 SP	ROADWAY SURVEYING	1	L.S.	\$ 14,703.01	\$ 14,703.01
4	1-05.4 GSP	LICENSED SURVEYING	1	EST.	\$ 5,000.00	\$ 5,000.00
5	1-05.4 GSP	ADA FEATURES SURVEYING	1	L.S.	\$ 5,227.74	\$ 5,227.74
6	1-07	SPCC PLAN	1	L.S.	\$ 377.27	\$ 377.27
7	1-08 GSP	TYPE B PROGRESS SCHEDULE	1	L.S.	\$ 290.14	\$ 290.14
8	1-09	MOBILIZATION	1	L.S.	\$ 50,000.00	\$ 50,000.00
9	1-09.6 SP	REPAIR/RESTORATION OF PUBLIC AND PRIVATE FACILITIES	1	EST.	\$ 3,220.00	\$ 3,220.00
10	1-10 GSP	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 22,544.63	\$ 22,544.63
11	1-10 GSP	CONSTRUCTION SIGNS CLASS A	1	L.S.	\$ 6,472.50	\$ 6,472.50
DIVISION 2: EARTHWORK						
12	2-01	CLEARING AND GRUBBING	0.7	ACRE	\$ 20,977.59	\$ 20,977.59
13	2-02 GSP	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	L.S.	\$ 35,385.25	\$ 35,385.25
14	2-02 SP	SAWCUTTING ASPHALT CONC. PAVEMENT	1,680	L.F.	\$ 7.08	\$ 11,894.40
15	2-02 SP	SAWCUTTING CEMENT CONC. PAVEMENT	50	L.F.	\$ 13.61	\$ 680.50
16	2-03	ROADWAY EXCAVATION INCL. HAUL	1,900	C.Y.	\$ 20.29	\$ 38,551.00
17	2-SA1 SP	POTHOLES UTILITIES	13	EACH	\$ 241.10	\$ 3,134.30
18	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	315	C.Y.	\$ 27.62	\$ 8,700.30
19	2-09	SHORING OR EXTRA EXCAVATION CLASS B	900	S.F.	\$ 4.24	\$ 3,816.00
20	2-11	TRIMMING AND CLEANUP	1	L.S.	\$ 4,300.22	\$ 4,300.22
21	2-12	CONSTRUCTION GEOTEXTILE FOR SOIL STABILIZATION	2,230	S.Y.	\$ 2.38	\$ 5,307.40

DIVISION 4: BASES							
22	4-04 SP	CRUSHED SURFACING TOP COURSE	980	TON	\$ 38.73	\$ 37,955.40	
23	4-04 SP	CRUSHED SURFACING BASE COURSE	1,940	TON	\$ 36.57	\$ 70,945.80	
24	4-SA1 SP	PERVIOUS CONCRETE UNDER COURSE	349	S.Y.	\$ 70.29	\$ 24,531.21	
DIVISION 5: SURFACE TREATMENTS AND PAVEMENTS							
25	5-04 GSP	HMA CL. 1/2 IN. PG 58H-22	420	TON	\$ 180.09	\$ 75,637.80	
26	5-SA1 SP	PERVIOUS CONCRETE PAVEMENT	349	S.Y.	\$ 112.18	\$ 39,150.82	
DIVISION 7: DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS							
27	7-02	DRAIN PIPE 8 IN. DIAM.	150	L.F.	\$ 55.90	\$ 8,385.00	
28	7-04	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	520	L.F.	\$ 65.23	\$ 33,919.60	
29	7-05	CATCH BASIN TYPE 1	9	EACH	\$ 2,280.89	\$ 20,528.01	
30	7-05	ADJUST MANHOLE	2	EACH	\$ 933.90	\$ 1,867.80	
31	7-05 SP	CONNECTION TO DRAINAGE STRUCTURE	5	EACH	\$ 901.05	\$ 4,505.25	
32	7-05 SP	ADJUST CATCH BASIN	8	EACH	\$ 933.90	\$ 7,471.20	
33	7-05 SP	LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN	4	EACH	\$ 757.08	\$ 3,028.32	
34	7-05 SP	CURB OPENING WITH DISPERSAL PAD	11	EACH	\$ 294.86	\$ 3,243.46	
35	7-05 SP	ROUND OVERFLOW CATCH BASIN	6	EACH	\$ 1,954.80	\$ 11,728.80	
36	7-12 SP	ADJUST VALVE CASINGS TO GRADE	3	EACH	\$ 677.05	\$ 2,031.15	
37	7-14	HYDRANT ASSEMBLY	2	EACH	\$ 7,966.40	\$ 15,932.80	
38	7-14	RESETTING EXISTING HYDRANTS	2	EACH	\$ 2,880.24	\$ 5,760.48	
39	7-SA1 SP	BIORETENTION CELL SYSTEMS	1	L.S.	\$ 26,301.17	\$ 26,301.17	
40	7-SA2 SP	ADJUST METER BOX	8	EACH	\$ 933.90	\$ 7,471.20	
DIVISION 8: MISCELLANEOUS CONSTRUCTION							
41	8-01 SP	EROSION/WATER POLLUTION CONTROL	1	L.S.	\$ 6,694.49	\$ 6,694.49	
42	8-01 SP	SWPP PLAN PREPARATION	1	L.S.	\$ 754.54	\$ 754.54	
43	8-01	ESC LEAD	14	DAY	\$ 754.54	\$ 10,563.56	
44	8-01	INLET PROTECTION	12	EACH	\$ 62.33	\$ 747.96	
45	8-01	STREET CLEANING	72	HOURL	\$ 176.00	\$ 12,672.00	
46	8-01	WATTLE	800	L.F.	\$ 4.33	\$ 3,464.00	
47	8-01	HIGH VISIBILITY FENCE	1,200	L.F.	\$ 2.42	\$ 2,904.00	
48	8-02 SP	LANDSCAPE WALL WITH TREATED TIMBER	71	L.F.	\$ 41.67	\$ 2,958.57	
49	8-02 SP	TREE ROOT BARRIER	220	L.F.	\$ 19.70	\$ 4,334.00	
50	8-02 SP	SEEDING AND FERTILIZING BY HAND - BIOCELL SEED MIX	110	S.Y.	\$ 10.59	\$ 1,164.90	
51	8-02 SP	ROADSIDE RESTORATION	1	EST.	\$ 2,000.00	\$ 2,000.00	

52	8-02	PSIPE STREET TREE	11	EACH	\$ 464.62	\$ 5,110.82
53	8-02 SP	FINE COMPOST	150	C.Y.	\$ 149.38	\$ 22,407.00
54	8-02	SOD INSTALLATION	1,300	S.Y.	\$ 23.43	\$ 30,459.00
55	8-04 SP	CEMENT CONC. TRAFFIC CURB AND GUTTER	2,270	L.F.	\$ 33.90	\$ 76,953.00
56	8-04 SP	CEMENT CONC. GUTTER	298	L.F.	\$ 51.62	\$ 15,382.76
57	8-04 SP	CEMENT CONC. PEDESTRIAN CURB	291	L.F.	\$ 54.35	\$ 15,815.85
58	8-06 SP	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3	569	S.Y.	\$ 89.42	\$ 50,879.98
59	8-14 SP	CEMENT CONC. SIDEWALK	1,257	S.Y.	\$ 80.03	\$ 100,597.71
60	8-14 SP	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A	1	EACH	\$ 2,384.37	\$ 2,384.37
61	8-14 SP	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	5	EACH	\$ 1,770.59	\$ 8,852.95
62	8-14 SP	CEMENT CONC. CURB RAMP TYPE PARALLEL B	1	EACH	\$ 2,384.37	\$ 2,384.37
63	8-14 SP	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION A	9	EACH	\$ 1,816.05	\$ 16,344.45
64	8-18	MAILBOX SUPPORT TYPE 1	1	EACH	\$ 1,172.32	\$ 1,172.32
65	8-18	MAILBOX SUPPORT TYPE 2	3	EACH	\$ 1,199.04	\$ 3,597.12
66	8-20 SP	RECTANGULAR RAPID FLASHING BEACON	8	EACH	\$ 6,573.62	\$ 52,588.96
67	8-20 SP	UTILITY BOX WITH SLIP-RESISTANT LID	7	EACH	\$ 1,776.17	\$ 12,433.19
68	8-SA1	DRY UTILITIES, TRENCHING, LAYING, AND BACKFILLING	1	L.S.	\$ 13,626.20	\$ 13,626.20
69	8-21	PERMANENT SIGNING	1	L.S.	\$ 6,565.68	\$ 6,565.68
70	8-22	REMOVING PAINT LINE	1,450	L.F.	\$ 1.54	\$ 2,233.00
71	8-22	REMOVING PLASTIC LINE	730	L.F.	\$ 3.29	\$ 2,401.70
72	8-22	REMOVING PLASTIC TRAFFIC MARKING	40	L.F.	\$ 6.59	\$ 263.60
73	8-22	PAINT LINE	394	L.F.	\$ 1.10	\$ 433.40
74	8-22	PLASTIC LINE	1,052	L.F.	\$ 4.94	\$ 5,196.88
75	8-22	PLASTIC CROSSWALK LINE	626	S.F.	\$ 10.43	\$ 6,529.18
76	8-22	PLASTIC WIDE LANE LINE	2,436	L.F.	\$ 7.68	\$ 18,708.48
77	8-22	PLASTIC STOP LINE	51	L.F.	\$ 10.43	\$ 531.93
78	8-22	PLASTIC BICYCLE LANE SYMBOL	6	EACH	\$ 329.30	\$ 1,975.80
79	8-22 SP	PLASTIC BICYCLE SHARED LANE SYMBOL	6	EACH	\$ 384.18	\$ 2,305.08
80	8-22 SP	PLASTIC SPEED BUMP SYMBOL	2	EACH	\$ 548.83	\$ 1,097.66
81	8-22	PLASTIC ACCESS PARKING SPACE SYMBOL	1	EACH	\$ 274.42	\$ 274.42
TOTAL BID					\$ 1,170,236.25	

NOTES: Unit prices for all items, all extensions, and total amount of bid for each Bid Item shall be shown. All entries must be typed or entered in ink.
SALES TAX IS TO BE INCLUDED WITH ALL BID ITEMS IN ACCORDANCE WITH THE 2025 STANDARD SPECIFICATIONS, SECTION 1-07.2

**BID PROPOSAL
FOR
16TH STREET AND D AVENUE IMPROVEMENT
ANACORTES, WASHINGTON
Page 6 of 6**

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements and signed all certificates contained herein. A proposal guaranty in an amount of five percent (5%) (RCW 35.23.352) of the total bid, based upon the approximation estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

- ☐ CASHIER'S CHECK _____ DOLLARS
- ☐ POSTAL MONEY ORDER (\$ _____) PAYABLE TO THE CITY
OF ANACORTES
- ☒ PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) 1, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

Chris Lang, Executive VP of Operations

Chris Lang
SIGNATURE

Fisher Construction Group, Inc.
FIRM NAME

STATE OF WASHINGTON)
) ss.
COUNTY OF)

On this 30th day of January, 2025, before me personally appeared
Chris Lang to me personally known to be the person described in and
who executed the above instrument and who acknowledged to me the act of signing thereof.



Erin C Burkholder
NOTARY PUBLIC, in and for the
State of Washington, residing at:
Mount Vernon, Washington

My Commission Expires: 6/1/2028

This proposal form is not transferable, and any alteration of the firm's name entered hereon without prior permission from the City of Anacortes will be cause for considering the proposal irregular and for subsequent rejection of the bid.

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



City Council Agenda Bill

Meeting Date: February 10, 2025 **Agenda Item:** 6.c.

Agenda Item Title: Temporary Construction Easements for Cascade Natural Gas Relocation Project

Staff Contact(s): Darcy Swetnam

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Greg Francioch	Presentation
Jenna Miller	
Darcy Swetnam	

Item Summary: Due to the proposed MJB project, Cascade Natural Gas has been working on relocating their regulator station to the corner of R Avenue and 22nd Street. The new station is located on an existing easement that is halfway on MJB property (P131153) and halfway on City property (P112899). The easement for the City owned parcel was recorded in 2022. Cascade overlooked the fact that immediately adjacent to the existing easement on City property is a small swale with a stormwater inlet. In order to properly install the regulator station at the proposed grade, Cascade must slightly modify the existing swale outside of the easement limits. This only includes slight elevation changes in the area immediately adjacent to the existing easement. Cascade has proposed (2) Temporary Construction Easements to perform this work.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move we authorize Mayor Miller to execute two temporary construction easements between the City of Anacortes and Cascade Natural Gas Corporation regarding the relocation and installation of a regulator station to the corner of R Avenue and 22nd Street.

Alternative Actions: Modify or not approve.

Attachments (listed in order presented):

1. CNG City Easement Agreement Recorded

2. Temporary Easement COA P77984
3. Temporary Easement COA P112899
4. 250210 CNGC Easements

COPY



202408070017

08/07/2024 10:42 AM Pages: 1 of 15 Fees: \$924.50
Skagit County Auditor

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Jenna Thompson
DATE 8.7.24

Document Title:

Grants of Easement, Covenants and Related Agreement Running with the Land

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. MJB Properties, LLC

2. City of Anacortes

Grantee(s):

☐ additional grantee names on page ____

1. Cascade Natural Gas Corporation

2.

Abbreviated legal description:

☐ full legal on page(s) ____

Gov't Lot 6, Sec. 19, T35N, R2E, W.M.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

131153 and 112899

**Recorded at the Request of and
After Recording Return to:**

Cascade Natural Gas Corporation
Attn: Addam Sad, Operations Manager – Mount Vernon
1520 S. 2nd St.
Mount Vernon, WA 98273

Reference Numbers of Related Document(s): None

Grantors: MJB Properties, LLC, a Washington limited liability company, and the City of Anacortes, a Washington noncharter code city

Grantee: Cascade Natural Gas Corporation, a Washington corporation

Legal Description (abbreviated): Gov't Lot 6, Sec. 19, T35N, R2E, W.M.; additional legal descriptions on this page, below, and on pages 2 and 3

Assessor's Tax Parcel ID#s: 131153 and 112899

**GRANTS OF EASEMENT, COVENANTS, AND RELATED
AGREEMENT RUNNING WITH THE LAND**

This GRANTS OF EASEMENT, COVENANTS, AND RELATED AGREEMENT RUNNING WITH THE LAND (this "**Easement and Covenants Agreement**" or "**Agreement**"), which is dated May 1, 2023 for reference purposes only, is hereby made and entered into by and among MJB Properties, LLC, a Washington limited liability company ("**MJB**"), the City of Anacortes, Washington, a noncharter code city under Title 35A of the Revised Code of Washington (the "**City**"), and Cascade Natural Gas Corporation, a Washington corporation, (the "**Gas Company**"), with respect to the following facts:

Recitals

A. MJB is the owner of the following legally described parcel of real property which is located in the City of Anacortes, Washington (a parcel referred to herein as "**Anacortes Industrial Park Addition Lot 35**"):

LOT 35, 'ANACORTES INDUSTRIAL PARK ADDITION' ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 19, 20 AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON.

That parcel has been assigned Skagit County Assessor's Parcel No. P131153.

B. Subject to the terms and conditions that are set forth in this Easement and Covenants Agreement [including, among other things, the notarized execution of this Agreement by each of (1) a duly authorized representative of MJB, (2) a duly authorized representative of the City, and (3) a duly authorized representative of the Gas Company], MJB is willing to grant to the Gas Company an easement over, under, above, along, and across the following legally described area within Anacortes Industrial Park Addition Lot 35—which legally described area is referred to hereinbelow as "**Easement Area 1**" and

GRANTS OF EASEMENT AND RELATED
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the location of which area is graphically depicted on the attached copy of an 8.5-inch by 11-inch "landscape"-oriented professional land surveyor's map labeled EXHIBIT 'A' prepared by Pacific Surveying & Engineering Services, Inc., a Washington corporation (a surveying and engineering firm hereinafter referred to as "Pacific Surveying"), subject to matters of public record:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 35, 'ANACORTES INDUSTRIAL PARK ADDITION' ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 19, 20 AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE NORTH LINE THEREOF, ALSO BEING THE SOUTH MARGIN OF THE 22ND STREET RIGHT OF WAY, NORTH 89°59'30" EAST 10.94 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 23°55'10" EAST 15.56 FEET; THENCE AT RIGHT ANGLES SOUTH 66°04'50" WEST 10.00 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT 35, ALSO BEING THE EASTERLY MARGIN OF THE FORMER BNSF RR RIGHT OF WAY; THENCE ALONG SAID WESTERLY LINE NORTH 23°55'10" WEST 20.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN A PORTION OF GOVERNMENT LOT 6, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Easement Area 1 encompasses an area of 178 square feet, more or less, that is located within a portion of Skagit County Assessor's Parcel No. P13153.

C. The City is the owner of the real property in the City of Anacortes that previously was BNSF Railroad right-of-way (which real property is referred to hereinbelow as the "City's Former BNSF Property"). That real property has been assigned Skagit County Assessor's Parcel No. P112899.

D. Also subject to the terms and conditions that are set forth in this Easement and Covenants Agreement [including, among other things, the notarized execution of this agreement by each of (1) a duly authorized representative of MJB, (2) a duly authorized representative of the City, and (3) a duly authorized representative of the Gas Company], the City is willing to grant to the Gas Company an easement over, under, above, along, and across the following legally described portion of the area of the City's Former BNSF Property [(a) that portion of that property is referred to below as "Easement Area 2" and (b) the approximate location of that portion of that property is depicted on attached EXHIBIT 'A'], subject to matters of public record:

A PORTION OF THE FORMER BNSF RAILROAD RIGHT OF WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 35, 'ANACORTES INDUSTRIAL PARK ADDITION' ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 19, 20 AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALSO BEING THE INTERSECTION OF THE SOUTHERLY MARGIN OF THE 22ND STREET RIGHT OF WAY AND THE EASTERLY MARGIN OF THE FORMER BNSF RAILROAD RIGHT OF WAY; THENCE ALONG SAID EASTERLY MARGIN SOUTH 23°55'10" EAST 20.00

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FEET; THENCE DEPARTING SAID MARGIN AT RIGHT ANGLES SOUTH 66°04'50" WEST 10.00 FEET; THENCE NORTH 23°55'10" WEST 20.00 FEET; THENCE NORTH 66°04'50" EAST 10.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN A PORTION OF GOVERNMENT LOT 6, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

(Easement Area 2 encompasses 200 square feet, more or less.) Easement Area 2 is a portion of Skagit County Assessor's Parcel No. P112899.

E. The Gas Company hereby represents to MJB and the City that, within the above-noted currently-fenced-off-and-gated segment of 'R' Avenue, the Gas Company has above-ground "gas valve pipes" associated with the Gas Company's natural gas regulator station that is located on a parcel of land located immediately to the east of the fenced segment of 'R' Avenue. (That regulator station is referred to in the lower-right-hand portion of the above-referenced Sheet 6 of 11 drawing as "CNG Station R-170.")

All of the above-ground "gas valve pipes" located within the currently-fenced-off-and-gated segment of 'R' Avenue (along with any and all above-ground "gas valve pipes" located within the 20th Street right-of-way between 'Q' Avenue and the east edge of the 'R' Avenue right-of-way intersection with 'Q' Avenue right-of-way) are collectively referred to below as the "Above-Ground Gas Pipes to Be Removed."

F. On the terms and conditions set forth in this Easement and Covenants Agreement and to facilitate public use of and potential future improvement(s) to portions of the 'R' Avenue right-of-way and the 20th Street right-of-way [improvements that may include raising the street surface elevation profiles of segment(s) of 'R' Avenue and segment(s) of 20th Street], the parties hereby agree that

- (1) the Gas Company shall remove both
 - (a) the Above-Ground Gas Pipes to Be Removed and any other above-street-grade natural gas facilities or related appurtenances within the fenced-off-area of 'R' Avenue and within the 20th Street right-of-way between 'Q' Avenue and the east edge of the 'R' Avenue right-of-way intersection with the 'Q' Avenue right-of-way) and
 - (b) all of the fencing associated with the above-referenced fenced-off segment of 'R' Avenue;
- (2) MJB shall grant to the Gas Company with an easement over, under, above, along, and across Easement Area 1; and
- (3) the City shall grant to the Gas Company an easement over, under, above, along, and across Easement Area 2.

WHEREFORE, in view of the above, the parties hereto hereby acknowledge, represent, grant, convey, covenant, and agree as follows:

1. Grant of Easement 1; Associated Covenants Running with the Land.

1.1 MJB's Grant to the Gas Company of Easement 1.

Grantor MJB hereby grants and conveys to the Gas Company and its successors and assigns a nonexclusive easement running with the land for installation, use, inspection, improvement, maintenance, repair, removal, and replacement of above-ground, surface-mounted, and underground natural gas facilities, including, without limitation, pipes, regulation devices, a gas pressure reduction facility, equipment, fixtures, and other facilities related to the operation and maintenance of the same, all such facilities to be in accordance with all applicable governmental regulations (none of which natural gas facilities may exceed an above-ground-level height of 25 feet) over, under, along, and across Easement Area 1. (This easement is referred to herein as "Easement 1.") The approximate location of Easement Area 1 is graphically depicted on the attached EXHIBIT 'A' land surveyor's sketch prepared by Pacific Surveying.

Easement 1 shall (a) run with the land, burdening the Easement Area 1 portion of Anacortes Industrial Park Addition Lot 35, (b) be binding upon the owner(s) of the Easement Area 1 portion of Anacortes Industrial Park Addition Lot 35 and the owner's respective successors and assigns, and (c) inure to the benefit of the Gas Company and its respective successors and assigns.

1.2 Covenant 1 Associated with Easement 1 to the Gas Company.

MJB hereby covenants to the Gas Company that MJB shall not erect any structure(s) or conduct any activity or activities within Easement Area 1 that may reasonably be expected to materially impair or interfere with the rights granted by MJB to the Gas Company in above Section 1.1 unless and until Easement 1 has

- (A) been relinquished by the Gas Company (or by a successor or assignee of the Gas Company) in accordance with and subject to the terms and provisions of Section 1.3, below, or
- (B) automatically expired in accordance with and subject to the terms and provisions of Section 1.4, below, or
- (C) been terminated for cause by MJB or by MJB's successor(s) or assign(s).

This Covenant 1 associated with Easement 1 is a real property covenant and shall (a) run with the land, burdening the Easement Area 1 portion of the Anacortes Industrial Park Addition Lot 35, (b) be binding upon the owners of the Easement Area 1 portion of Anacortes Industrial Park Addition Lot 35 and the owners' respective successors and assigns of the Easement Area 1 portion of Anacortes Industrial Park Addition Lot 35, and (c) inure to the benefit of the Gas Company and the Gas Company's successors and assigns.

The Gas Company hereby covenants to MJB (and to MJB's successors and assigns in ownership of MJB's Anacortes Industrial Park Addition Lot 35) that the Gas Company shall

GRANTS OF EASEMENT AND RELATED
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- (a) cause all of the Gas Company's facilities that are installed and located within Easement Area 1 to at all times be maintained in a good and safe condition and repair;
- (b) prevent those facilities within Easement Area 1 (and all associated fencing, if any) from becoming unsightly; and
- (c) obtain and maintain at all times in full force and effect all-hazards liability insurance with respect to the Gas Company's occupation and use of Easement Area 1, naming MJB and its successors and assigns as additional insureds.

The covenants made by the Gas Company in this Section 1.2 are real property covenants in favor of MJB and its successors and assigns and shall run with the land, (i) benefitting MJB and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

1.3 The Gas Company's Relinquishment of Easement 1.

The Gas Company may at any time provide written notice of relinquishment of Easement 1 to MJB and its successors or assigns in ownership of Anacortes Industrial Park Addition Lot 35, which relinquishment shall be deemed effective upon receipt by MJB or its successors and/or assigns of that written notice. Upon such relinquishment, the Gas Company may abandon-in-place its facilities that are located within Easement Area 1 and any associated fencing).

1.4 Expiration of Easement 1 Due to Either (1) the Gas Company's Failure to Timely Commence Construction of the Gas Company's Facilities in Easement Area 1 or (2) an Extended Period of Nonuse.

The Gas Company hereby covenants to MJB and its successors and assigns in ownership of Anacortes Industrial Park Addition Lot 35 that, if the Gas Company either

- (1) has not commenced construction of the Gas Company's facilities within Easement Area 1 on or before August 23, 2025 (the "Construction Commencement Deadline Date") or
- (2) has timely commenced construction of the Gas Company facilities within Easement Area 1 by such deadline date but, at any point in time thereafter, both
 - (a) ceases use of Easement Area 1 and
 - (b) fails to resume use during the immediately following period of seven hundred thirty (730) consecutive calendar days (said time period is referred to herein as the "Maximum Non- Use Period"),

then Easement 1 shall be deemed to (a) have automatically expired and (b) be of no further force or effect.

The covenants and agreements made by the Gas Company in this Section 1.4 (a) are real property covenants in favor of MJB and its successors and assigns and (b) shall run with the land in relation to Anacortes Industrial Park Addition Lot 35, (i) benefitting MJB and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

2. Grant of Easement 2; Associated Covenants Running with the Land.

2.1 The City's Grant to the Gas Company of Easement 2.

The City hereby grants and conveys to the Gas Company and its successors and assigns a nonexclusive easement running with the land for installation, use, inspection, improvement, maintenance, repair, removal, and replacement of above-ground, surface-mounted, and underground natural gas facilities, including without limitation, pipes, regulation devices, a gas pressure reduction facility, equipment, fixtures, and other facilities related to the operation and maintenance of the same, in accordance with all applicable governmental regulations (none of which natural gas facilities may exceed an above-ground-level height of 25 feet) over, under, along, and across Easement Area 2. (This easement is referred to herein as "**Easement 2.**") The approximate location of Easement Area 2 is graphically depicted on the attached EXHIBIT 'A' land surveyor's sketch prepared by Pacific Surveying.

Easement 2 shall (a) run with the land, burdening the Easement Area 2 portion of the City's Former BNSF Property, (b) be binding upon the owner(s) of the Easement Area 2 portion of the City's Former BNSF Property and the owner's respective successors and assigns, and (c) inure to the benefit of the Gas Company and its respective successors and assigns.

2.2 Covenant 1 Associated with Easement 2 to the Gas Company.

The City hereby covenants to the Gas Company that the City shall not erect any structure(s) or conduct any activities within Easement Area 2 that may reasonably be expected to materially impair or interfere with the rights granted by the City to the Gas Company in above Section 2.1 unless and until Easement 2 has either

- (1) been relinquished by the Gas Company (or by a successor or assignee of the Gas Company) in accordance with and subject to the terms and provisions of Section 2.3, below, or
- (2) automatically expired in accordance with and subject to the terms and provisions of Section 2.4, below, or
- (3) been terminated for cause by the City or by the City's successor(s) or assign(s).

This Covenant 1 associated with Easement 2 is a real property covenant and shall (a) run with the land, burdening the Easement Area 2 portion of the City's Former BNSF Property, (b) be binding upon the owners of the Easement Area 2 portion of the City's Former BNSF Property and the owners' respective successors and assigns of the Easement Area 2 portion of the City's Former BNSF Property, and (c) inure to the benefit of the Gas Company and the Gas Company's successors and assigns.

The Gas Company hereby covenants to the City (and to the City's successors and assigns in ownership of the City's Former BNSF Property) that the Gas Company shall

- (a) cause all of the Gas Company's facilities that are installed and located within Easement Area 2 to at all times be maintained in a good and safe condition and repair;

- (b) prevent those facilities within Easement Area 1 (and all associated fencing, if any) from becoming unsightly; and
- (c) obtain and maintain at all times in full force and effect all hazards insurance and liability insurance with respect to the Gas Company's occupation and use of Easement Area 2, naming the City and its successors and assigns in regard to the City's Former BNSF Property as additional insureds.

The covenants made by the Gas Company in this Section 2.2 are real property covenants in favor of the City and its successors and assigns in regard to the City's Former BNSF Property and shall run with the land, (i) benefitting the City and its successors and assigns in regard to the City's Former BNSF Property and (ii) burdening the Gas Company and its successors and assigns.

2.3 The Gas Company's Relinquishment of Easement 2.

The Gas Company may at any time provide written notice of relinquishment of Easement 2 to the City and to the City's successors and/or assigns in ownership of the City's Former BNSF Property, which relinquishment shall be deemed effective upon receipt of the notice by the City and/or by the City's successors and/or assigns in ownership of the City's Former BNSF Property (in which event the Gas Company and/or the City's successors and/or assigns in ownership of that property may abandon in place its facilities that are located within Easement Area 2 and any associated fencing).

2.4 Expiration of Easement 2 Due to Either (1) the Gas Company's Failure to Timely Commence Construction of the Gas Company's Facilities in Easement Area 2 or (2) an Extended Period of Nonuse.

The Gas Company hereby covenants to the City and its successors and assigns in ownership of the City's Former BNSF Property that, if the Gas Company has either

- (1) not commenced construction of the Gas Company's facilities within Easement Area 2 on or before August 23, 2025 (the "**Construction Commencement Deadline Date**") or
- (2) has timely commenced construction of the Gas Company facilities but, at any point in time after that deadline date, both
 - (a) ceases use of Easement Area 2 and
 - (b) fails to resume use during the immediately following period of seven hundred thirty (730) consecutive days (the "**Maximum Non-Use Period**"),

then Easement 2 shall (a) be deemed to have automatically expired and (b) thereafter be of no further force or effect.

The covenants and agreements made by the Gas Company in this Section 2.4 are real property covenants in favor of the City and its successors and assigns and shall run with the land in relation to the City's Former BNSF Property, (i) benefitting the City and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

3. **The Gas Company's Covenant to both MJB and the City.**

The Gas Company hereby covenants to both (a) MJB and its successors and assigns and (b) the City and its successors and assigns and hereby agrees that, not later than July 1, 2024, the Gas Company shall remove (or otherwise cause to be removed) at the Gas Company's sole cost and expense both

- (1) all existing above-ground gas pipes and any and all other existing above-current-street-grade gas facilities or appurtenances located within the fenced-off segment of 'R' Avenue and
- (2) associated fencing materials.

The Gas Company's covenant in this Section 3 to MJB and MJB's successors and assigns is a real property covenant running with the land in relation to Anacortes Industrial Park Addition Lot 35, (i) benefitting MJB and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

The Gas Company's covenant in this Section 3 to the City and its successors and assigns is a real property covenant running with the land in relation to the City's Former BNSF Property, (i) benefitting the City and its successors and assigns and (ii) burdening the Gas Company and its successors and assigns.

4. **Notices.** All notices or other written communications between or among any or all of (a) MJB, (b) the City, and (c) the Gas Company required or permitted under this Easement and Covenants Agreement ("**Notices**") shall be (i) personally delivered or sent by certified mail, return receipt requested and prepaid, to the following addresses, or (ii) sent by reputable courier (such as FedEx, UPS, or DHL) for next-business-day delivery to the following addresses, or (iii) transmitted by email to each such intended party-recipient's at the following email address(es):

If to MJB:

MJB Properties, LLC
Attn: Jim Blais
5050 1st Avenue S., Suite 102
Seattle, WA 98134
Email address: JBlais@gmccinc.com

If to the City:

City of Anacortes
Planning, Community & Economic Development Department
Attn: Don Measamer *John Coleman*
Anacortes, WA 98221
Email address: ~~don~~@cityofanacortes.org
John

If to the Gas Company:

Cascade Natural Gas Corporation

Attn: Addam Sad, Operations Manager – Mount Vernon
 1520 S. 2nd St.
 Mount Vernon, WA 98273
 Email address: addam.sad@cngc.com

Each Notice shall be effective (a) on the date of personal delivery, (b) on the date of receipt if the Notice is transmitted by email (with electronic confirmation or other written confirmation of the date of receipt of the transmission, which confirmation the recipient party shall promptly provide to the transmitting party by reply email), (c) two (2) business days following the date the Notice is postmarked, if mailed, or (d) on the next business day following the sender's deposit of the Notice during business hours with a reputable courier service for next-business-day delivery.

Any Notice may be given on behalf of a party to the Easement and Covenants Agreement by that party's attorney.

Within three (3) calendar days following a party's change of address, that party shall provide the other parties to this Easement and Covenants Agreement a Notice of the new address in one of the manners provided for above in this Section 4 (Notices).

5. **Partial Invalidity.** If any provision of either (a) this Easement and Covenants Agreement is, becomes, or is deemed unlawful, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable, or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken from the Easement and Covenants Agreement and the remainder of the Easement and Covenants Agreement shall remain in full force and effect.

6. **Entire Agreement.** This Easement and Covenants Agreement both (a) contains the entire agreement among the parties to this Easement and Covenants Agreement relative to the subject matter contained in the Easement and Covenants Agreement and (b) correctly sets forth the rights, duties, and obligations of the parties. No oral representations regarding or modifications to the Easement and Covenants Agreement shall have any force or effect.

7. **Headings.** The section and paragraph headings in this Easement and Covenants Agreement are for the convenience of the parties only and are not intended to modify or define the sections and paragraphs of this Agreement in any way.

8. **Construction.** This Easement and Covenants Agreement and each of its terms are deemed to have been explicitly negotiated among the parties hereto, and the language used in this Agreement is to be construed according to its fair meaning and not strictly for or against any party to this Agreement.

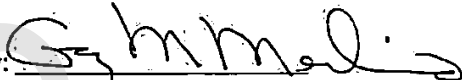
9. **Amendments to this Easement and Covenants Agreement.** This Easement and Covenants Agreement may be amended only by a written amending document that is (a) executed by all the parties hereto or such part(ies)' respective successors-in-interest and assigns and (b) recorded for public record with the Office of the Skagit County Recorder.

"MJB"

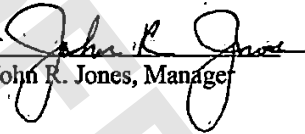
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[2023-03-14]

MJB Properties, LLC, a Washington
limited liability company

By: 
Gary M. Merlino, Manager

Date signed: June 8th, 2023

By: 
John R. Jones, Manager

Date signed: June 8th, 2023

"City"

City of Anacortes, Washington, a noncharter
code city under Title 35A of the Revised
Code of Washington

By: 
Print Name: Matt Miller
Its Mayor and
authorized representative

Date signed: 14 AUG 23

By: _____
Print Name: _____
Its _____ and
authorized representative

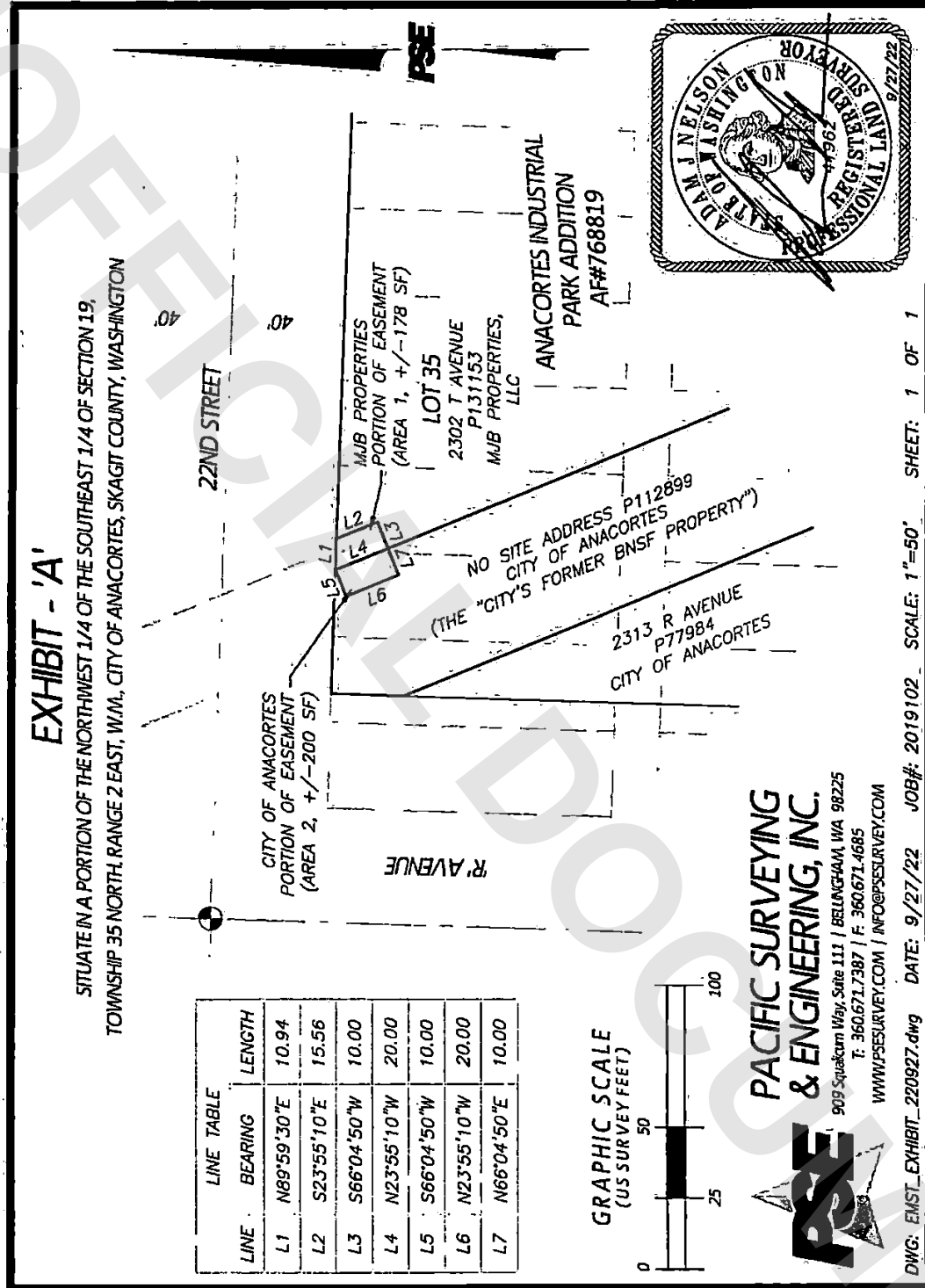
Date signed: _____

"Gas Company"

Cascade Natural Gas Corporation, a
Washington corporation

By: 
Print Name: Adam Sed
Its Manager and
authorized representative

Date signed: June 9th, 2023



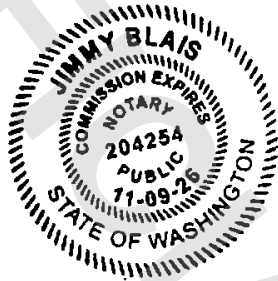
Print Name: James L. Tolson
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes, Skagit County, WA
My Commission expires: 9/28/2011

Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My Commission expires: _____

STATE OF Washington
) ss.
COUNTY OF Skaagit)

I certify that I know or have satisfactory evidence that Addam Saal is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager / District Operations of CASCADE NATURAL GAS CORPORATION, a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: June 9th 2023



[Signature]
Print Name: Jimmy Blais
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My Commission expires: 11/09/26

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
1520 SOUTH SECOND STREET
MOUNT VERNON, WA 98273
ATTENTION: JAMES HOBBS

TEMPORARY CONSTRUCTION EASEMENT

City: ANACORTES
County: SKAGIT
W.O. #: 302981

This Temporary Construction Easement ("Easement"), made this _____ day of _____, 20__, between City of Anacortes, Washington, a Washington municipal corporation (hereinafter referred to as "OWNER"), and CASCADE NATURAL GAS CORPORATION, a Washington corporation with a mailing address of 8113 Grandridge Boulevard, Kennewick, WA 99336, its successors and assigns (hereinafter called "COMPANY").

WITNESSETH:

That OWNER, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto COMPANY, a temporary Easement for pipeline construction workspace purposes over and across the following described property ("Premises"), situated within Skagit County, Washington, to wit:

LOTS 1 TO 54, ANACORTES INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 19 TO 21, RECORDS OF SKAGIT COUNTY, WASHINGTON. LESS LOTS 11, 13, 16, 17, 18, 43 & 53, LESS LOTS 19 THROUGH 32 & 34 THROUGH 40 & NORTH 421.92 FEET LOT 41 LESS SOUTH 115 FEET LOT 50 & 51 & ALL LOT 54 & TR TO RAIDER MARINE AF#858251 EXCEPT SOUTH 493.82 FEET LOT 52 LESS EAST 29.92 FEET OF SOUTH 53.10 FEET LOT 54 & LESS TRACTS 45, 46, 47 & 48 LYING NORTH OF SOUTH LINE PLATE 10 ANACORTES TIDELAND EXTENDED WEST & EXCEPT TRACT T LESS LOTS 1 THROUGH 9 LOT 14 & LESS LOT 15, LESS LOT 10 LESS LOTS 50 & 51 LESS SOUTH 115 FEET LESS LOT 49, LESS LOT 12 & ALSO EXCEPT FOLLOWING DESCRIBED PROPERTY THAT PORTIONS TRACTS 1 & 2 PLATE 11 TIDE & SHORELANDS, SECTION 30, TOWNSHIP 35, RANGE 2, DESCRIBED AS FOLLOWS: COMMENCING AT MON AT INTERSECTION OF 30TH & T AVE THENCE SOUTH 89 DEGREES 59' 40' EAST 584.25 FEET THENCE SOUTH 52 DEGREES 24' 04' EAST 299.52 FEET THENCE SOUTH 89 DEGREES 59' 40' EAST 223.74 FEET THENCE NORTH 6 DEGREES 00' 12' WEST 218.66 FEET TO SOUTHWEST CORNER CERTAIN TRACT CONVEYED TO ERNEST ARMSTRONG RECORDED DEED [AF#8905180038](#) THENCE NORTH 90 DEGREES 00' 00' WEST ALONG SOUTH LINE SAID ARMSTRONG TRACT 270 FEET TO SOUTHWEST CORNER THEREOF THENCE NORTH 6 DEGREES 00' 12' WEST ALONG WEST LINE SAID ARMSTRONG TRACT 263.75 FEET TO NORTH LINE TRACT 1 PLATE 11 THENCE NORTH 89 DEGREES 56' 05' WEST ALONG SAID NORTH LINE 50.28 FEET TO A POINT LYING 50 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO WEST LINE SAID ARMSTRONG TRACT & ITS SOUTHERLY EXTENSION 346.50 FEET TO NORTHLY RIGHT OF WAY MARGIN OF 30TH STREET, THENCE WESTERLY FOLLOWING CURVE TO LEFT CENTER WHICH BEARS SOUTH 35 DEGREES 09' 04' WEST & IS 480 FEET DISTANCE ALONG SAID NORTHERLY RIGHT OF WAY MARGIN THROUGH CENTRAL ANGLE OF 23 DEGREES 59' 01' FOR ARC DISTANCE OF 200.92 FEET THENCE NORTH 6 DEGREES 00' 12' WEST 267.82 FEET TO SAID NORTH LINE OF TRACT 1 THENCE SOUTH 89 DEGREES 56' 05' EAST ALONG SAID NORTH LINE 175.16 FEET TO POINT OF BEGINNING. ALSO EXCEPT

ALL THOSE PORTIONS OF LOT 47, 'ANACORTES INDUSTRIAL PARK ADDITION,' ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 10 OF PLATS, ON PAGES 19 THROUGH 21, IN THE AUDITOR'S OFFICE OF SKAGIT COUNTY, WASHINGTON, AND OF TRACTS 1 AND 2, PLATE 11, TIDE AND SHORE LANDS OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, 'ANACORTES HARBOR, ACCORDING TO THE MAP THEREOF ON FILE IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 47; THENCE NORTH 23 DEGREES 54' 09" WEST ALONG THE WESTERLY LINE THEREOF FOR A DISTANCE OF 281.77 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF TRACT 1 OF SAID PLATE 11; THENCE SOUTH 89 DEGREES 56' 05" EAST ALONG SAID WESTERLY EXTENSION AND ALONG THE NORTH LINE OF SAID TRACT 1, FOR A DISTANCE OF 211.87 FEET TO THE WEST LINE OF THAT CERTAIN TRACT PREVIOUSLY CONVEYED TO WILLIAM WOODING BY DEED RECORDED UNDER AUDITOR'S FILE #9502080076; THENCE SOUTH 6 DEGREES 00' 12" EAST ALONG THE WEST LINE OF SAID WOODING TRACT FOR A DISTANCE OF 267.88 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF 30TH STREET AS CONVEYED TO THE PUBLIC BY INSTRUMENT DATED JUNE 8, 1989, AND RECORDED UNDER AUDITOR'S FILE #8906290047, RECORDS OF SAID COUNTY AND STATE, SAID POINT LYING ON A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 11 DEGREES 11' 07" WEST A DISTANCE OF 480.00 FEET; THENCE WESTERLY FOLLOWING SAID CURVE TO THE LEFT ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN THROUGH A CENTRAL ANGLE OF 11 DEGREES 10' 47" FOR AN ARC DISTANCE OF 93.00 FEET TO THE END OF SAID CURVE; THENCE NORTH 89 DEGREES 59' 40" WEST CONTINUING TO FOLLOW SAID NORTHERLY RIGHT-OF-WAY FOR A DISTANCE OF 32.66 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION LOT 4 SHORT PLAN ANA-95-003 RECORDED UNDER [AF#9508300040](#), BEING A PORTION OF LOT 52 OF ANACORTES INDUSTRIAL PARK.

said temporary Easement area being described as follows:

as described or depicted in Exhibits A and B, attached hereto and incorporated herein.

The commencement date for the Easement is the ____ day of _____, 20____. Said temporary Easement will expire on the earlier of the completion of pipeline construction and restoration, or three years from this date.

This grant of a temporary construction Easement for pipeline construction workspace purposes includes without limitation, the rights of Company, its contractors, agents and servants to enter upon the Easement at all times to provide storage space for materials and equipment, to access the pipeline right of way, to facilitate construction of a pipeline, and the further right to modify storm drainage facilities and other obstructions to facilitate the construction of a natural gas regulator station. Company may not use the Easement in a manner that interferes with the public's access to or use of the Tommy Thompson Trail for public recreation trail purposes. Further Company must take all necessary safety precautions during any use of the Easement to protect the public from injuries related to patent or latent conditions caused by construction. After completion of such construction, maintenance, modification, repair or removal work, the Company shall restore the Easement to the condition in which it was found prior to the commencement of use, excepting the replacement of trees, brush, undergrowth and other obstructions.

OWNER, its heirs and assigns, does covenant with the Company, its successors and assigns, that he/she is the owner of the Premises aforesaid and has good right to grant and convey the Easement herein to the Company.

IN TESTIMONY WHEREOF, OWNER has caused this Easement to be executed as of the day and year first above written.

Owner:

STATE OF _____)
) ss
COUNTY OF _____)

On this this _____ day of _____, 20____, before me personally appeared, _____, the _____, of _____, known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same on behalf of _____.

SEAL

Notary Public

Printed name:_____

My Commission Expires:_____

STATE OF _____)
) ss
COUNTY OF _____)

On this this _____ day of _____, 20____, before me personally appeared, _____, husband and wife, known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

SEAL

Notary Public

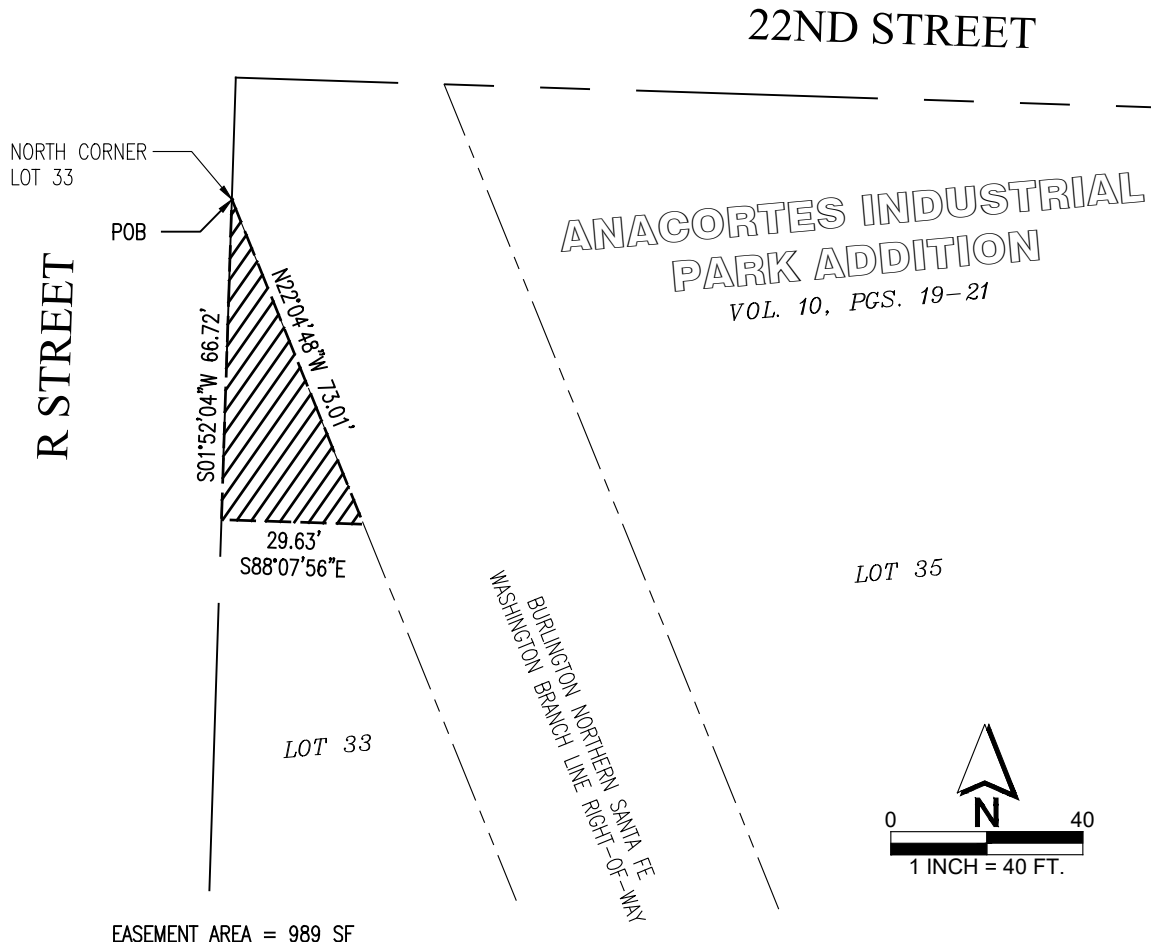
Printed name:_____

My Commission Expires:_____

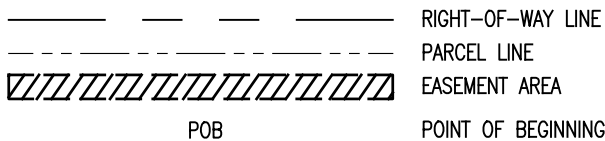
EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 35 N, RANGE 2 E, W.M.



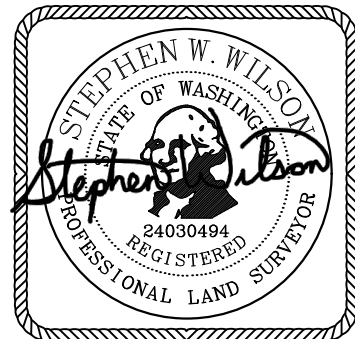
LEGEND



Parametrix

1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
Ph: 253.604.6600

PROJECT NUMBER 554-9259-001



11/13/2024

WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
1520 SOUTH SECOND STREET
MOUNT VERNON, WA 98273
ATTENTION: JAMES HOBBS

TEMPORARY CONSTRUCTION EASEMENT

City: ANACORTES
County: SKAGIT
W.O. #: 302981

This Temporary Construction Easement ("Easement"), made this _____ day of _____, 20____, between CITY OF ANACORTES, WASHINGTON, a Washington municipal corporation (hereinafter referred to as "OWNER"), and CASCADE NATURAL GAS CORPORATION, a Washington corporation with a mailing address of 8113 Grandridge Boulevard, Kennewick, WA 99336, its successors and assigns (hereinafter called "COMPANY").

WITNESSETH:

That OWNER, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto COMPANY, a temporary Easement for pipeline construction workspace purposes over and across the following described property ("Premises"), situated within Skagit County, Washington, to wit:

ALL THAT PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) ANACORTES (MILEPOST 0.02) TO FIDALGO (MILEPOST 3.98), WASHINGTON BRANCH LINE OF WAY, VARYING IN WIDTH ON EACH SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: ALL THAT PORTION OF SAID RAILWAY COMPANY'S 60.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 30.0 FEET WIDE ON EACH SIDE OF SAID MAIN TRACK CENTERLINE AS ORIGINALLY LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS GOVERNMENT LOT 1 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, BOUNDED ON THE SOUTH BY THE NORTH LINE OF 15TH STREET, AND BOUNDED ON THE NORTH BY THE MEANDER LINE AS SHOWN ON PLAT NO. 10 OF THE OFFICIAL MAP OF ANACORTES TIDE LANDS AT 14TH STREET; ALSO, ALL OF SAID RAILWAY COMPANY'S RIGHT, TITLE AND INTEREST, IF ANY, IN Q AVENUE, MARKET STREET, R AVENUE, S AVENUE, 11TH STREET, 9TH STREET AND 4TH STREET, ALL ACCORDING TO THE RECORDED PLAT OF ANACORTES, WASHINGTON; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 35.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 25.0 FEET WIDE ON THE EASTERLY SIDE AND 10.0 FEET WIDE ON THE WESTERLY SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOTS 2 AND 3 OF SAID SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH BY THE SOUTH LINE OF 17TH STREET, AND BOUNDED ON THE SOUTHEAST BY THE NORTHERLY EXTENSION OF THE EAST LINE OF R AVENUE, ACCORDING TO THE RECORDED PLAT OF ANACORTES, WASHINGTON; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 50.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 25.0 FEET WIDE ON EACH SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOTS 3, 5 AND 6 OF SAID SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTHWEST BY THE SAID NORTHERLY

EXTENSION OF THE EAST LINE OF R AVENUE, AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 19; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 40.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 25.0 FEET WIDE ON THE EASTERLY SIDE AND 15.0 FEET WIDE ON THE WESTERLY SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS THE NORTH 429.0 FEET OF GOVERNMENT LOT 10 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH AND SOUTH BY THE NORTH AND SOUTH LINES OF SAID NORTH 429.0 FEET OF SAID GOVERNMENT LOT 10; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 50.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 25.0 FEET WIDE ON EACH SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOTS 8, 9 AND 10 OF SAID SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH AND THE SOUTH LINE OF THE NORTH 429.0 FEET OF SAID GOVERNMENT LOT 10, AND BOUNDED ON THE SOUTH BY THE NORTH LINE OF THE SOUTH 418.0 FEET OF SAID GOVERNMENT LOT 8; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 100.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 50.0 FEET WIDE ONE EACH SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOTS 7 AND 8 OF SAID SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH BY THE NORTH LINE OF THE SOUTH 418.0 FEET OF SAID GOVERNMENT LOT 8, AND BOUNDED ON THE SOUTH BY THE SOUTH LINE OF THE NORTH 664.2 FEET OF SAID GOVERNMENT LOT 7; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 50.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 33.0 FEET WIDE ON THE EASTERLY SIDE AND 17.0 FEET WIDE ON THE WESTERLY SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS THE SOUTH 664.2 FEET OF SAID GOVERNMENT LOT 7 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH AND SOUTH BY THE NORTH AND SOUTH LINES OF SAID SOUTH 664.2 FEET OF SAID GOVERNMENT LOT 7; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 100.0 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 50.0 FEET WIDE ON EACH SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOT 5 AND 6 OF SAID SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID GOVERNMENT LOT 6, AND BOUNDED ON THE SOUTHEAST BY A LINE DRAWN RADially TO SAID MAIN TRACK CENTERLINE AT A POINT DISTANT 1,088.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE FROM THE SAID NORTH LINE OF GOVERNMENT LOT 6; ALSO, ALL THAT PORTION OF SAID RAILWAY COMPANY'S 75.00 FOOT WIDE BRANCH LINE RIGHT OF WAY, BEING 50.0 FEET WIDE ON THE NORTHEASTERLY SIDE AND 25.0 FEET WIDE ON THE SOUTHWESTERLY SIDE OF SAID MAIN TRACK CENTERLINE UPON, OVER AND ACROSS GOVERNMENT LOT 5 OF SAID SECTION 30, AND GOVERNMENT LOT 6 OF SECTION 31, ALL IN TOWNSHIP 35 NORTH, RANGE 2 EAST, BOUNDED ON THE NORTHWEST BY A LINE DRAWN RADially TO SAID MAIN TRACK CENTERLINE AT A POINT DISTANT 1,008.0 FEET SOUTHEASTERLY, AS MEASURED ALONG SAID MAIN TRACK CENTERLINE FROM THE SAID NORTH LINE OF GOVERNMENT LOT 6, AND BOUNDED ON THE SOUTHEAST BY A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE AT A POINT 216.96 FEET

said temporary Easement area being described as follows:

as described or depicted in Exhibits A and B, attached hereto and incorporated herein.

The commencement date for the Easement is the ____ day of _____, 20____. Said temporary Easement will expire on the earlier of the completion of pipeline construction and restoration, or three years from this date.

This grant of a temporary construction Easement for pipeline construction workspace purposes includes without limitation, the rights of Company, its contractors, agents and servants to enter upon the Easement at all times to provide storage space for materials and equipment, to access the pipeline right of way, to facilitate construction of a pipeline, and the further right to modify storm drainage facilities and other obstructions to facilitate the construction of a natural gas regulator station. Company may not use the Easement in a manner that interferes with the public's access to our use of the Tommy Thompson Trail for public recreation trail purposes. Further Company must take all necessary safety precautions during any use of the Easement to protect the public from injuries related to patent or latent conditions

caused by construction. After completion of such construction, maintenance, modification, repair or removal work, the Company shall restore the Easement to the condition in which it was found prior to the commencement of use, excepting the replacement of trees, brush, undergrowth and other obstructions.

OWNER, its heirs and assigns, does covenant with the Company, its successors and assigns, that he/she is the owner of the Premises aforesaid and has good right to grant and convey the Easement herein to the Company.

IN TESTIMONY WHEREOF, OWNER has caused this Easement to be executed as of the day and year first above written.

Owner:

STATE OF _____)
) ss
COUNTY OF _____)

On this this _____ day of _____, 20____, before me personally appeared, _____, the _____, of _____, known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same on behalf of _____.

SEAL

Notary Public

Printed name:_____

My Commission Expires:_____

STATE OF _____)
) ss
COUNTY OF _____)

On this this _____ day of _____, 20____, before me personally appeared, _____, husband and wife, known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same as their free act and deed.

SEAL

Notary Public

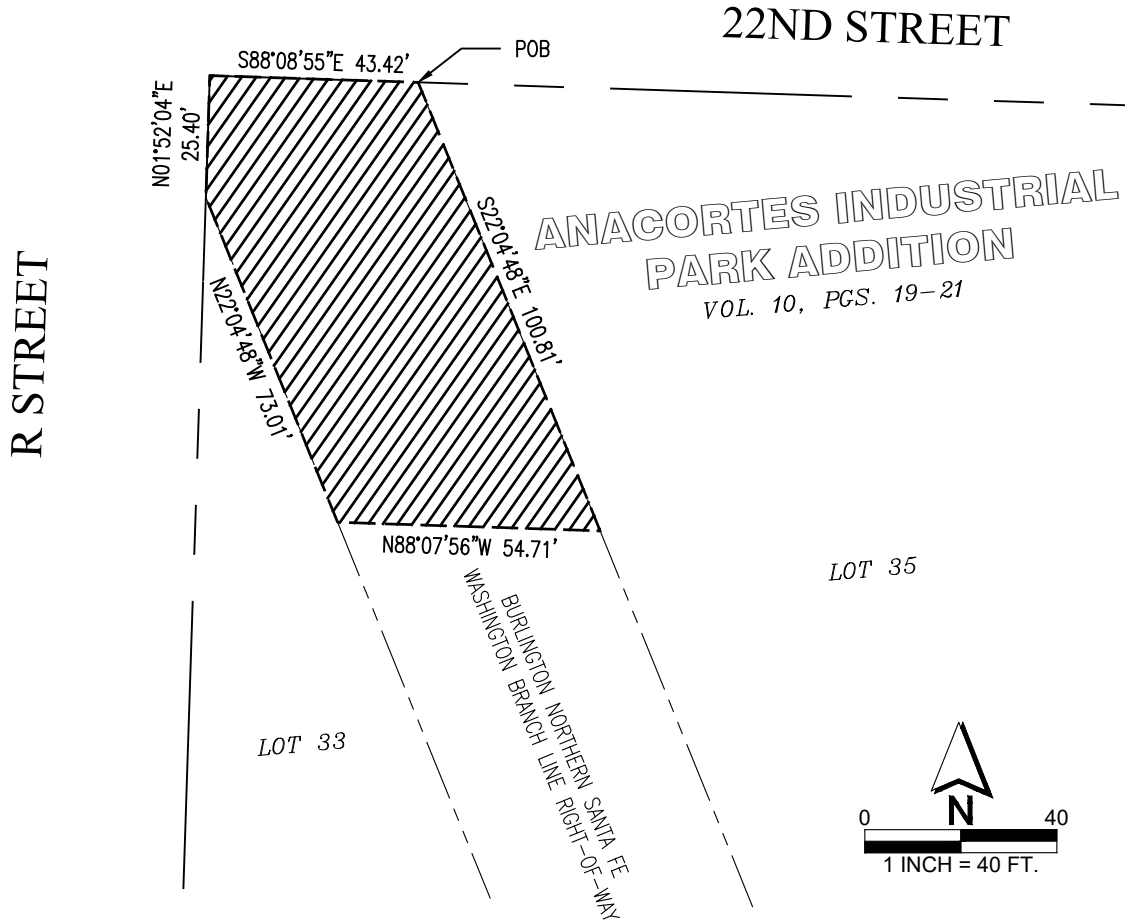
Printed name:_____

My Commission Expires:_____

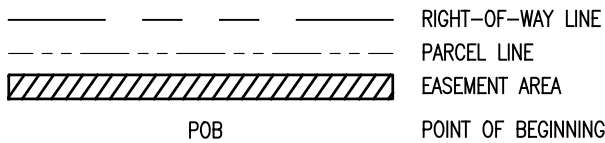
EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

IN THE NW 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 35 N, RANGE 2 E, W.M.



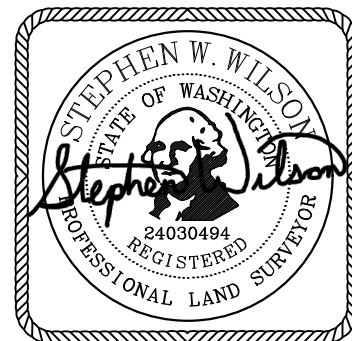
LEGEND



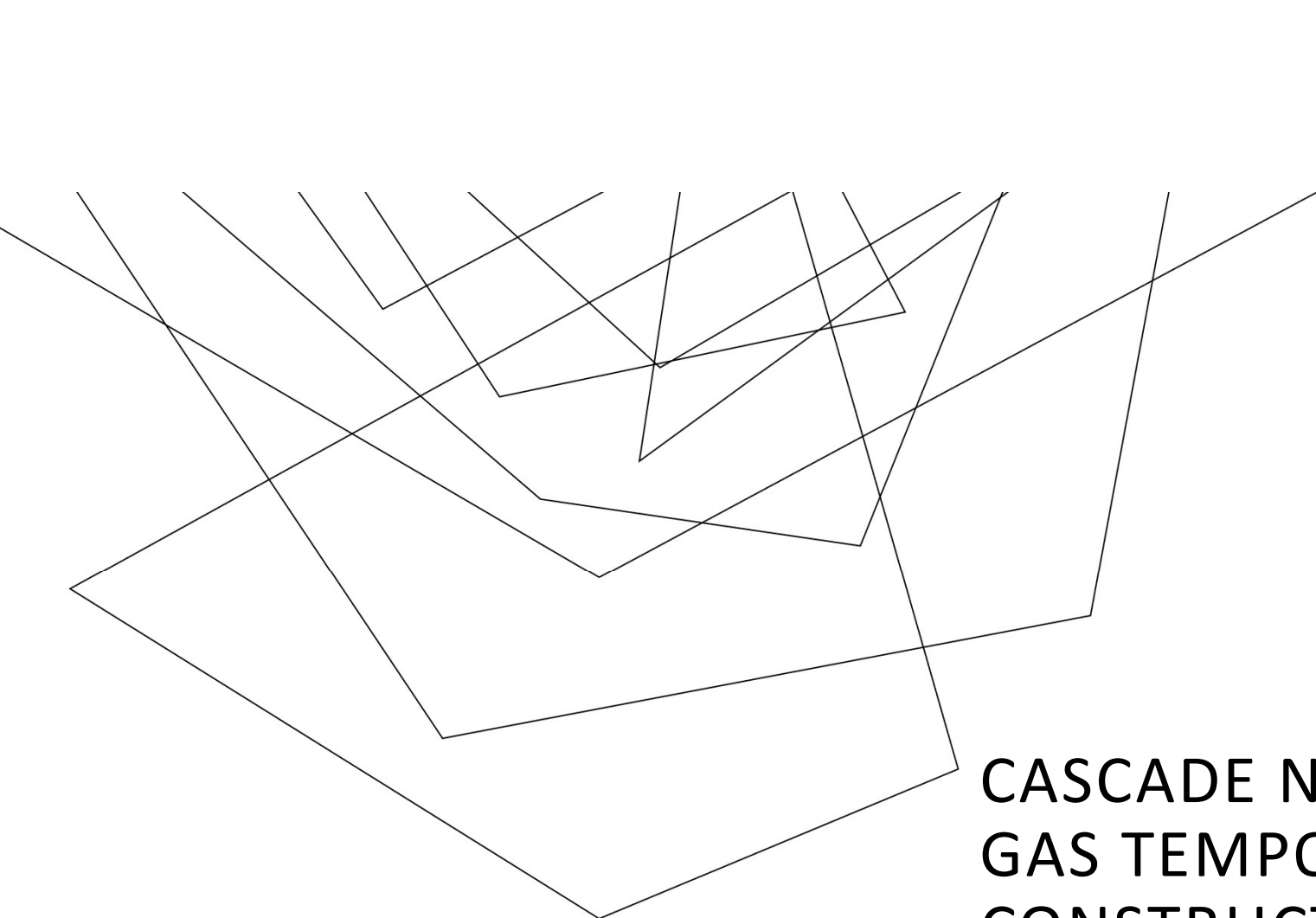
Parametrix

1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
Ph: 253.604.6600

PROJECT NUMBER 554-9259-001



11/13/2024

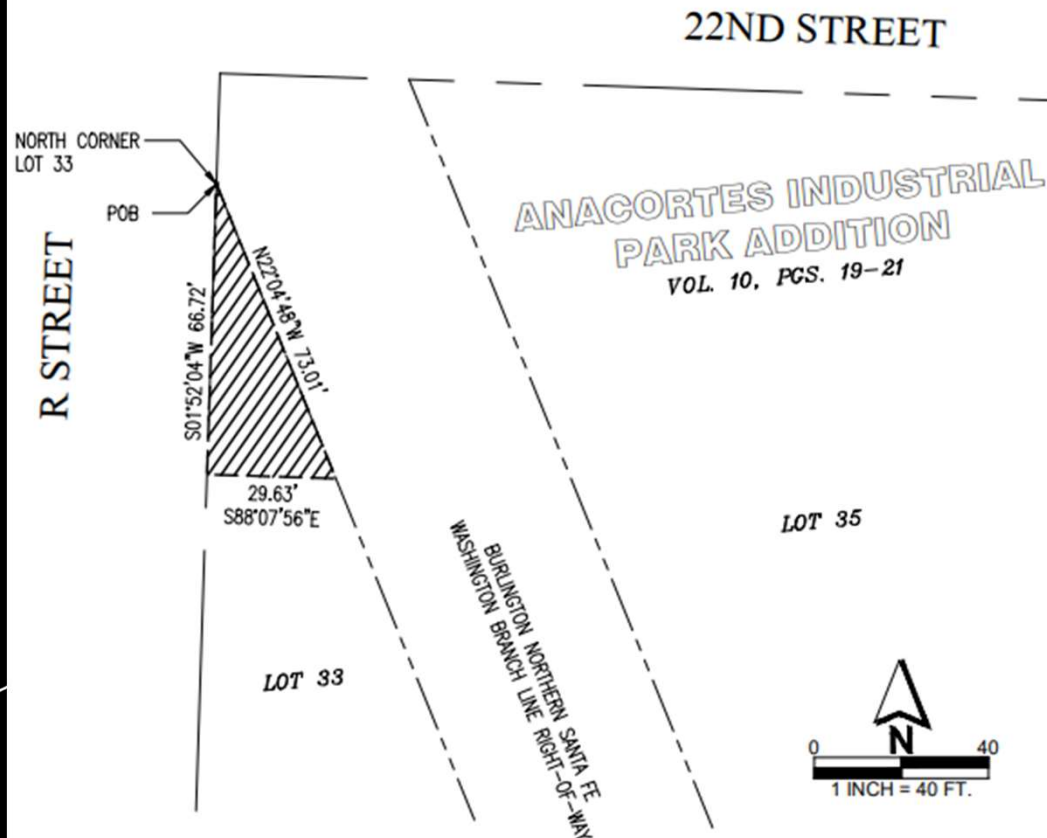
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CASCADE NATURAL GAS TEMPORARY CONSTRUCTION EASEMENTS FEBRUARY 10, 2025

BACKGROUND

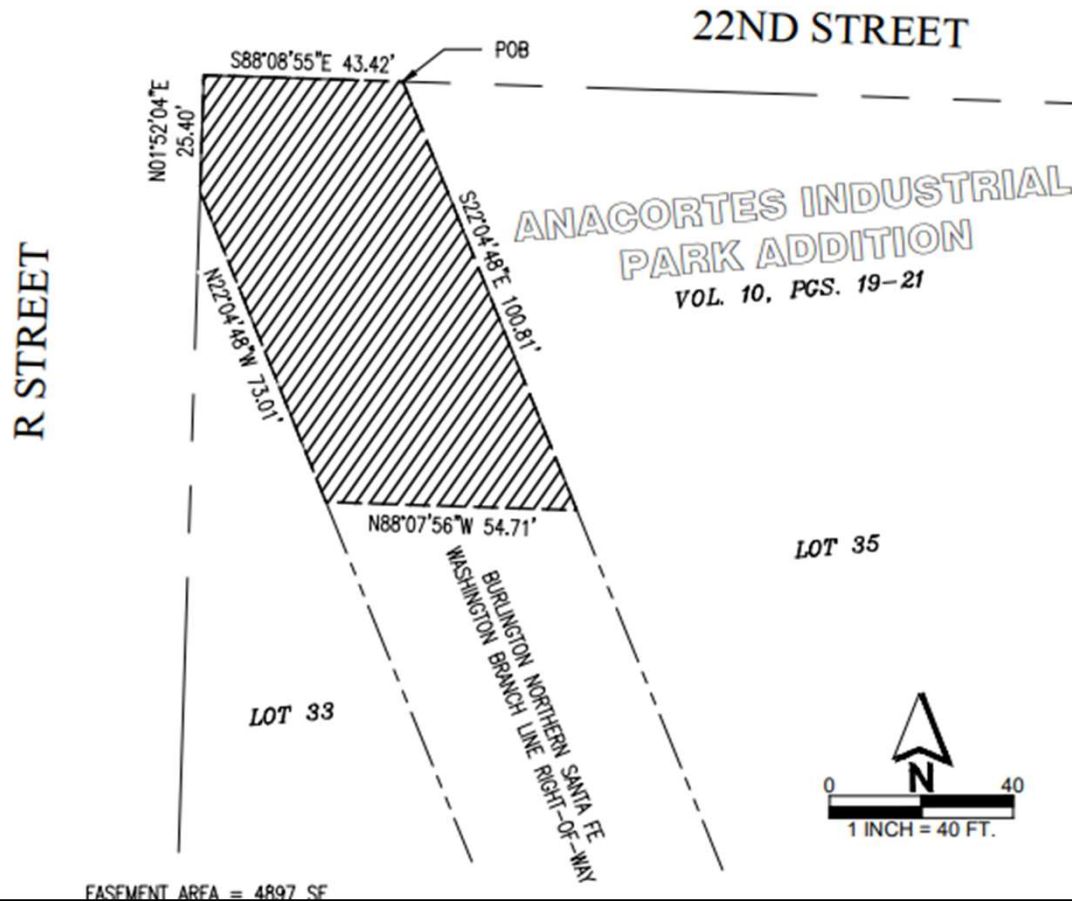
- **Cascade Natural Gas is working on relocating their regulator station from right-of-way within the MJB property to the corner of R Ave and 22nd Street**
- **City previously granted CNGC a construction easement for the project**
- **Ground conditions require CNGC to modify an existing swale outside of current temporary easement**
- **Requested easements are on Skagit County Parcels P112899 and P77984**
- **Staff recommends approval**

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
IN THE NW 1/4 OF THE SW 1/4 OF SECTION 19,
TOWNSHIP 35 N, RANGE 2 E, W.M.



P 112899 –
 PROPOSED
 TEMPORARY
 EASEMENT AREA

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
IN THE NW 1/4 OF THE SW 1/4 OF SECTION 19,
TOWNSHIP 35 N, RANGE 2 E, W.M.



**P 77984 –
 PROPOSED
 TEMPORARY
 EASEMENT AREA**



THANK YOU



City Council Agenda Bill

Meeting Date: February 10, 2025 **Agenda Item:** 6.d.

Agenda Item Title: Contract Award: WWTP Incineration Evaluation and Solids System Planning #25-052-SEW-001

Staff Contact(s): Andrew Rheume, Brian Walker

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$299,000.00 to Brown and Caldwell to perform the Incineration Evaluation and Solids System Planning for the WWTP.

Background:

1. History: The City has owned and operated for 33 years a fluidized bed incinerator which is approaching both the life cycle stage of needing major rehabilitation as well as a regulatory threshold of much more stringent air emission standards. The currently budgeted amount for short-term rehabilitation of the incinerator in 2026 is \$2 million. The potential cost of replacement with an alternative technology is tenfold that value.

The City seeks to ensure its long-term spending decisions by employing the biosolids industry expertise of Brown & Caldwell in this two-part contract. Stage 1 of this contract (\$113,600) will review operational data, conduct a detailed incinerator inspection, and develop a cost-based analysis for both short term and long term continuation of the incineration process.

Upon completion of this assessment, the City may elect to proceed with Stage 2 of the contract (\$185,400) which will identify and evaluate biosolids handling alternative technologies. The Multi Criteria Decision Analysis for the selected alternatives is designed to encompass both economic and non-economic factors in a decision process that is transparent and inclusive of City staff, elected officials, and other stakeholders. At the end of this process, the City should be able to make responsible budgeting decisions for the future of biosolids handling in Anacortes.

2. Key Terms:

- Contract is on a time and materials basis not-to-exceed \$299,000.00.
- The period of performance under this Agreement is through February 27, 2026.

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

Budget Impact:

Consultant	Brown and Caldwell
Contract Amount	\$299,000.00
Earmarked Funds	\$600,000.00
BARS #	440.750.594.35.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	2/27/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-052-SEW-001 with Brown and Caldwell in the amount of \$299,000.00 to perform the WWTP Incineration Evaluation and Solids System Planning.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-052-SEW-001



AGREEMENT #25-052-SEW-001

Between THE CITY OF ANACORTES AND BROWN AND CALDWELL

WWTP Incineration Evaluation and Solids System Planning

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall perform an Incineration Evaluation and Solids System Planning for the City's Wastewater Treatment Plant (WWTP), 500 T Ave, Anacortes, WA 98221, as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Brian Walker, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Two Hundred Ninety-Nine Thousand Dollars (\$299,000.00)**. The billable rates for services provided shall be in accordance with Exhibit B, which is attached hereto and incorporated by reference.

3. **Period of Performance.** The period of performance under this Agreement is from inception through February 27, 2026.

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

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

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

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

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by

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

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

8. **Schedule Delays.** In the event the City determines that the Consultant has failed to perform any material obligation under this Contract within the times set forth in this Contract, Consultant shall promptly notify the City in writing of the causes of such delay. To the extent such a delay is due to any negligent act or omission on part of the Consultant or anyone whom it is responsible the Consultant at its own cost will make up the delay. If the City is damaged directly attributable to the Consultant's negligent performance and notwithstanding all reasonable efforts to mitigate losses the City may take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Consultant, (3) to set off any amount so paid or incurred from amounts due to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the City under this clause.

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

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

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

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

provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. General and Professional Liability Insurance.

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

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

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

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Consultant may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

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

J. City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant. Nothing in this section, however, requires Consultant in the absence of litigation to reveal its limits beyond that required in the General and Professional Liability Insurance clause paragraph D.

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

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

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

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

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

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

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

21. **Right to Terminate Agreement.**

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, and the Consultant fails to cure its default within 10 days of notice of default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

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

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

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

26. **Disputes**

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

B. Notice of Potential Claims: The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Agent or the City, or (2) the happening of any event or occurrence, unless the Consultant has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons

for which the Consultant believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Consultant shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

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

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

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

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

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

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

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

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

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

CONSULTANT:
Brown and Caldwell
Mike Zeltner
701 Pike Street, Suite 1300
Seattle, WA 98101
gmockos@brwnncald.com

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

CITY OF ANACORTES

BROWN AND CALDWELL

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Contract 25-052-SEW-001

Exhibit A

Scope of Work

Introduction and Overview

The City of Anacortes (City) has requested Brown and Caldwell (BC) to prepare the scope of work (SOW) herein to assess the condition of its incinerator, determine incinerator improvements to be implemented, perform a 40 Code of Federal Regulations (CFR) Part 60 Subpart LLLL 50% Rule assessment, develop a long-term incinerator bypass plan, and perform a solids system replacement evaluation using BC's multi-criteria decision analysis tool.

The City currently owns and operates a fluidized bed incinerator (FBI) that is approaching the end of its service life and approaching the Subpart LLLL 50% rule threshold for triggering more stringent air quality standards that could require significant upgrades to the incinerator air emissions systems. As a result, the City intends to proactively plan its roadmap for the solids process by engaging in a multi-criteria decision analysis (MCDA) based evaluation effort. Such an effort will allow the City to incorporate management, engineering, and operations staff input, thus ensuring City-wide organizational buy-in of the future of the wastewater treatment plant's (WWTP) solids system.

General Assumptions for SOW

- The following are general assumptions used for development of this scope of work and the associated budget.
- The work described herein will be performed in two Stages: Stage 1 covering the work in Tasks 200 and 300, and Stage 2 covering Tasks 400 and 500.
- A \$25,000 management reserve in Task 600 is provided for additional out of scope work requested by the City.
- City will identify a City project representative who will work closely with BC throughout the project as noted herein. This representative will assist with the data collection and discussions so that BC can better understand ongoing operations and challenges and how the provided data should be interpreted.
- The City will identify appropriate staff and make staff available for questions, data collection, and deliverable review.
- The City will provide timely review of all product deliverables and decisions on issues critical to project schedule and direction.
- Project other direct costs (ODCs) are limited to travel to and from the site located at the WWTP located at 500 T Ave, Anacortes, WA 98221.
- Subconsultants will not be required to perform the work described herein.

Phase 100: Project Management

Provide management, and coordination of work associated with this project, including schedules, budgets, technical quality, meetings, deliverables, progress reports, invoices, and management of subconsultants (if required for potential future amendments).

Activities/Products:

- Project Manager will conduct presentation of all deliverable materials and findings at scheduled meetings, including those intended for the public and/or elected officials
- Communication and coordination with City staff, as necessary.
- Respond to client comments and supervise appropriate revisions and adjustments to BC work products consistent with established scope and budget limitations.
- Assuming a notice to proceed in January 2025, prepare up to twelve (12) monthly invoices, including summary reporting and backup materials.
- Develop and maintain Project Management Plan (PMP), QA/QC Plan, Health and Safety Plan (HSP), and project schedule.
- The Consultant will provide ongoing quality assurance of the processes and activities of the project and specific quality control reviews by senior technical staff. The details of the Quality Assurance/Quality Control (QAQC) process will be based on the project's QA/QC Plan, BC's QAQC standards, and the City's QAQC guidelines. Specific activities include providing ongoing internal QAQC during development of the deliverables outlined herein by providing specific formal reviews by senior technical staff who are independent of the project for major calculations, designs, and deliverables. This subtask also includes document formatting, technical editing, and readability reviews for written deliverables.
- Prepare meeting agendas and meeting minutes.

Meetings:

- One (1) two-hour Virtual Kickoff meeting to review scope, schedule, and work breakdown structure.
- Attend up to twelve (12) one-hour virtual monthly meetings with the City to discuss project status.

Assumptions:

- City will designate City staff as project representatives.
- City will assign appropriate reviewers to the project and compile and provide a single consolidated, coordinated, legible, and internally consistent copy of written review comments to BC for all draft documents and work products.
- PMP and FWSP will be produced as electronic deliverables and placed in a region of the Document Management System (DMS) available to Consultant and District Team members only.

Deliverables:

- Project Management Plan
- Health and Safety Plan
- QA/QC Plan
- Up to nine (9) Project invoices.
- Project Schedule
- Meeting agendas and meeting minutes, as needed.

Phase 200: Incinerator Evaluation

Task 210: Information and Data Review

Objective and Approach: BC will evaluate process capacities using projected flows and loads provided by the City. Findings from this task will help establish the baseline conditions for the BC's Solids Water Energy Evaluation Tool (BC:SWEET) modeling. BC shall develop an information request to submit to the City. BC shall review existing City information including incinerator record drawings, operation and maintenance (O&M) manuals and records, equipment cutsheet information, WWTP flow and solids process data, incinerator air emissions data, and incinerator repair log and costs provided by the City to establish the baseline operation and performance. BC will reconfirm with the City the flows and loads projections to be used as a basis for the evaluations described herein. BC will conduct on-site interviews with maintenance staff to understand WWTP processes and equipment capacity.

Meetings:

- On-site interviews with assumed 2-hour duration attended by up to four (4) BC staff.

Assumptions:

- City will provide data and information requested by BC within twenty (20) working days of request.
- Data provided by the City will be provided in a standard format that does not require BC manipulation and is either in PDF or in standard MS Office product formats.
- BC will not prepare flow and loads projections and will solely review those provided by the City. Flows and loads will be derived from the soon-to-be-published General Sewer Plan. Final availability expected in April 2025
- Capacity assessments will be conducted on major equipment only such as dewatering, boilers, heat exchangers, etc. It is assumed that ancillary equipment such as pipes and pumps are not part of the capacity assessment. Components providing gas and liquid conveyance directly to and from the solids processing equipment will be assessed.
- City will provide BC with existing utility costs and biosolids management fees for 2021-2024.

Deliverables:

- Data and information request
- Onsite interview minutes.

Task 220: Incinerator Inspection

Objective and Approach: BC will perform an onsite incinerator inspection during planned March 2025 incinerator outage. The incinerator outage is planned specifically for March 24-28 with up to two BC staff being onsite on-site for the inspection. BC will rely on City safety equipment and procedures as well as those in the BC HSP. BC staff will visually evaluate internal and external components including entire shell, heat exchanger, tuyeres and windbox, refractory, and preheat unit. BC will inspect all ancillary incinerator components from the dewatered sludge hopper/pump to the ash handling system. BC will inspect the incinerator air emissions train and associated equipment. The findings from the inspection will be summarized in the Incinerator Evaluation Technical Memorandum. The Incinerator Evaluation Technical Memorandum will include an incinerator-specific capital improvement program with planning level cost estimates associated with both short-term and long-term continuation of the process. Costs both pre and post LLLL 50% exceedance will be specified. with a list of identified incinerator improvements with associated planning level American Association of Cost Estimating (AACE) Internal Class 5 cost estimate. Timing of improvements will be identified if applicable and sequenced accordingly.

Meetings:

Two (2) day onsite inspection with travel to and from the WWTP located at 500 T Ave, Anacortes, WA 98221 for up to two (2) BC staff.

Assumptions:

- City will provide ultrasonic thickness meter equipment for inspection of the incinerator.
- BC staff performing the Incinerator Inspection will rely on City-provided safety equipment and safety procedures for confined space entry. BC staff will not provide personal protective equipment (PPE) or monitoring equipment.
- BC will not provide an electrical and controls inspection of the incinerator electrical and control systems.
- Prior to BC arrival onsite for the FBI inspection, the City will have emptied the FBI and evacuated all sand, fuels, gasses from the system and opened all access hatches.
- Specialty contractors will not be needed for the FBI inspection.

Deliverables:

- The findings from the inspection will be summarized In the Incinerator Evaluation Technical Memorandum in Task 230.

Task 230: LLLL 50% Rule Assessment

Objective and Approach: BC will review City-provided capital improvements, operation and maintenance (O&M) costs for the incinerator and its associated subsystems for the entire service life of the incinerator to assess the incinerator's status in comparison to the definition of *modification* under the 40 Code of Federal Regulations (CFR) Part 60 Subpart LLLL. A *modification* occurs when:

- the cumulative cost of the changes over the life of the unit exceeds 50 percent of the original cost of building and installing the SSI unit (not including the land) updated to current costs; OR
- when
- a physical change in the SSI unit or change in the method of operating it that increases the amount of any air pollutant emitted.

For the purposes of this scope, we are dubbing the first criteria above as the "Subpart LLLL 50% Rule." We assume the second criteria will not be met because an increase in emissions, regardless of the change, will trigger modification under Subpart LLLL. Using City-provided information, BC will review the Subpart LLLL 50% Rule requirements and determine the City's status in comparison to the cost threshold in addition to providing an estimate when exceedance is expected. This assessment will take into consideration the improvements identified in Task 220. The identified improvements will be categorized on 5-, 10-, and 15-year expectancies as well as pre/post 50% exceedance. Costs will be identified for the incinerator itself and the air emissions control equipment. Findings from the LLLL 50% Rule Assessment will be summarized in the Incinerator Evaluation Technical Memorandum.

Upon finalizing the Incinerator Evaluation Technical Memorandum, BC will coordinate the review of the Subpart LLLL 50% Rule findings with the Environmental Protection Agency (EPA) and the Northwest Clean Air Agency (NWCAA) through the City to request consensus determinations from EPA Region 10 and NWCAA on the LLLL 50% Rule interpretation prepared by BC.

Meetings:

- One (1) 2-hour workshop with City to review Incinerator Inspection results and LLLL 50% Rule assessment.
- Four (4) one-hour meetings with NWCAA.

Assumptions:

- City will act as primary contact for the EPA and NWCAA with communications being routed through City staff. City will coordinate meetings, as required with NWCAA.

Deliverables:

- DRAFT and FINAL Incinerator Evaluation Technical Memorandum.
- NWCAA LLLL 50% Rule Interpretation Letter

Phase 300: Incinerator Bypass Plan

BC will develop the Incinerator Bypass Plan to enable the City to dispose of dewatered cake offsite when the incinerator is offline. BC will develop a conceptual plan and section design for modifications to the belt press room to accommodate disposal of dewatered cake to a truck for hauling offsite. The Incinerator Bypass Plan will include an assessment of the dewatered cake disposal options including permitting implications, planning level cost estimates, and feasibility. The least-cost option will be further outlined with all necessary permits, contacts, and steps towards implementation.

Meetings:

- One (1) 2-hour workshop with City to review Incinerator Bypass Plan for up to three (3) BC staff.

Assumptions:

- City intends to maintain its current belt press as installed. It is assumed that the existing belt press has adequate capacity and life expectancy to meet the requirements identified in the Incinerator Bypass Plan.
- The City will continue to dispose of its incinerator ash as it is currently, and the Incinerator Bypass Plan will not include incinerator ash disposal considerations.
- The City intends to track quantity and weight of dewatered cake disposed offsite.
- The conceptual design drawings will be process mechanical only and will not include structural, electrical, instrumentation and controls, architectural, civil, or landscape design.
- An alternatives analysis for bypassing the incinerator is not required.
- Multiple truck types will not be evaluated. The City will direct BC on truck type to base the Bypass Plan on.

Deliverables:

- Draft and Final Incinerator Bypass Plan including up to two (2) conceptual drawings.

Phase 400: Solids System Planning

Phase 400 will be initiated by a separate written NTP from the City and upon completion of both Phases 200 and 300.

Task 410: Develop Biosolids Screening and Evaluation Criteria

Objective and Approach: BC shall develop screening criteria (fatal flaw criteria) that will be used to determine which solids treatment technologies identified in Task 430 will be carried forward to the alternatives evaluation task (Task 500). BC shall perform the technology screening and confirm the shortlist of viable options to further evaluate.

BC shall work with the City to develop both economic and non-economic criteria that will be used to evaluate alternatives in Task 500. The non-economic criteria will supplement the decision-making

process, particularly if top alternatives have similar or equal quantitative benefits resulting from the BC:SWEET analysis. Non-economic criteria will consider social and environmental impacts such as odor potential, air emissions, traffic, consumption of non-renewable resources, offsets of non-renewables through biosolids, residuals beneficial use, etc. Evaluation criteria may also include operational considerations such as reliability, flexibility, ease of operation, maintenance requirements, regulatory risks, etc. BC shall identify and assess non-cost benefits and challenges associated with each alternative.

A preliminary list of non-economic criteria will be developed and presented as part of a workshop. The City will provide feedback on the relative importance of the criteria and their prioritization in the overall decision-making process. The goal of this workshop is to establish clear fatal flaws and evaluation criteria with which to screen and rank the solids and energy alternatives.

Meetings:

- Biosolids Screening Evaluation Workshop: duration is assumed to be 3 hours with hybrid virtual and in-person attendance for up to 4 BC staff. Meeting may be scheduled after hours to accommodate both City Staff and elected officials.

Assumptions:

- FBI operation will be considered as an option.

Deliverables:

- Screening and Evaluation Criteria Workshop agenda, presentation materials, and minutes prepared by BC.

Task 420: Regulatory and Biosolids Market Assessment

Objective and Approach: BC shall conduct preliminary evaluations of the potential impacts of different regulations and/or codes on the proposed alternatives. BC shall summarize the current and anticipated future regulations for biosolids use in Washington, including:

- Regulatory changes and impacts on current solids handling practices, including key dates for regulatory compliance, enforcement, and critical decisions for potential changes to City's biosolids handling practices
- Impacts on land application and potential Washington regulations related to the presence of PFAS in biosolids

In addition to the regulatory outlook, BC shall present the region's current state of the end use market based on market surveys previously conducted in the area. The findings of this effort will be presented in a workshop prior to conducting the screening and alternatives analysis. This task will also include:

- Evaluating current and projected future regional competition for Class A and Class B biosolids markets
- Identifying beneficial biosolids use goals and opportunities, including end use biosolids markets and treatment levels required to produce Class A or Class B biosolids
- Identifying feasibility beneficial use management options outside of the immediate area

Meetings:

- Regulatory and biosolids market analysis workshop: duration is assumed to be 2 hours with hybrid virtual and in-person attendance for up to four BC staff

Assumptions:

- BC shall perform outreach and complete phone surveys with up to five biosolids management service providers and/or customers.

- City will provide comments in Excel-tabulated format within 2 weeks of receipt of draft TM.

Deliverables:

- Regulatory and biosolids market assessment workshop agenda, presentation materials, and minutes.
- Draft and Final Regulatory and Biosolids Market Assessment TM

Task 430: Technology Screening

Objective and Approach: BC shall evaluate solids technologies and apply the fatal flaw screening criteria developed in Task 410 to produce a shortlist of viable alternatives. Technologies that pass the screening evaluation will be considered for further evaluation. BC shall compare technology performance against the City's current operation. Potential fatal flaw considerations could include technology maturity, reliability considerations (including specialized training/expertise required for operation), and regulatory resiliency.

Technologies will be considered in terms of end use alternatives for Class A and B biosolids (including products such as ash, char, or other amended products) and in terms of solids processing technologies to increase on-site capacity and storage. BC shall identify technologies that are reliable, and with reasonable requirements for operations and maintenance. BC will consider biosolids processes that are flexible and adaptable to changing regulations and able to incorporate innovative technologies as they emerge and become proven. Options developed will undergo a fatal flaw screening, based on the work performed in Task 410. Technologies that pass this screening step will be included in the alternatives developed under Task 500.

Meetings:

- Up to two (2) Technology/Screening Workshops: duration is assumed to be 2 hours with hybrid virtual and in-person attendance for up to four BC staff.

Assumptions:

- None

Deliverables:

- Technology Screening Workshop agenda, slides, and minutes prepared by BC.

Phase 500: Biosolids Alternatives Evaluation**Task 510: Stage I Alternatives Analysis**

Objective and Approach: BC will identify up to six (6) solids processing alternatives and provide a list of site tour options for any of the selected technologies and perform a 20-year net present cost (NPC) analysis in BC:SWEET. Sensitivity analyses will be conducted live in a workshop setting. Alternatives will be prioritized based on economic analysis and then evaluated using the non-economic criteria developed in Task 410. For all alternatives, BC will develop planning-level (Association for the Advancement of Cost Engineering [AACE] International, Class 5) cost estimates. These estimates are considered accurate to support alternatives prioritization and will be incorporated into the BC:SWEET model so that costs can be adjusted to examine sensitivities. Cost evaluation support will include:

- Developing planning-level AACE Class 5 cost estimates
- Developing planning-level operating and maintenance cost estimates
- Evaluating revenue or cost-savings potential from each alternative
- Evaluating lifecycle cost of each alternative

- Comparing costs for each alternative to the baseline cost alternative, with the comparison presented on a common unit cost basis
- Evaluating sensitivity of each alternative's economics as appropriate to identified variables
- Identifying possible cost benefits to biogas utilization, if incorporated
- Of the alternatives developed, up to three will be selected for more detailed refinement (under Task 520) during the Biosolids Alternatives Evaluation Workshop 1.

Task 520: Stage II Alternatives Analysis

Objective and Approach: Up to three (3) selected alternatives will then be further developed and refined to identify preliminary footprints and layouts, facility needs and impacts on downstream and upstream processes. Phasing and implementation plans for the three alternatives will be developed based on the timelines and triggers developed under the planning-level assumptions. To aid the City in reaching a preferred alternative, a multiple criteria decision analysis (MCDA) process will be used to consider non-economic factors against economic ones. To conduct the MCDA process, four inputs are required, which will be gathered from appropriate stakeholders:

- a. Confirm decision criteria
- b. Identify alternatives (to be completed in Task 510)
- c. Evaluate alternatives against decision criteria through ranking
- d. Gather stakeholder relative priority weighting schemes for decision criteria

Once the four MCDA inputs are gathered, up to three refined alternatives will be presented in Alternatives Evaluation Workshop 2, at which the City will identify the preferred alternative that balances economic and non-economic factors.

Meetings:

- Define Alternatives Workshop: duration is assumed to be 2 hours each, with hybrid virtual and in-person attendance for up to four BC staff per workshop.
- Biosolids Alternatives Evaluation Workshops 1 and 2: duration is assumed to be 2 hours each, with hybrid virtual and in-person attendance for up to four BC staff per workshop.

Assumptions:

- City will provide comments in Excel-tabulated format within 2 weeks of receipt of draft TM.

Deliverables:

- Alternatives Definition agenda, presentation materials, and minutes
- Alternatives Evaluation Workshop 1 agenda, presentation materials, and minutes
- Alternatives Evaluation Workshop 2 agenda, presentation materials, and minutes
- Draft and Final Screening and Alternatives Evaluation TM (TM will summarize Tasks 510 and 520)

Phase 600: Management Reserve

A management reserve has been added to the budget to cover potential additions to the Scope of Work shall it be required. This reserve can only be allocated by the City for additions to the Scope of Work approved by the City. Any amount of the reserve that is not allocated by the City will remain unused. BC will prepare a Project Change Request (PCR) that will detail out the scope, budget and schedule with deliverables and assumptions for the City to review. BC will not begin work without prior written approval from the City.

Schedule

Assuming a Notice to proceed (NTP) in January 2025, it is expected that the work described herein will be completed by December with the following major project milestones:

- Task 200 Completion: July 2025
- Task 300 Completion: July 2025
- Task 400: Completion: September 2025
- Task 500: December 2025.

This schedule will be equitably adjusted as the project progresses, allowing for changes in scope or for delay.

Budget

BC estimates that the cost for services described for Stage 1 (Tasks 200 and 300) shall not exceed **\$113,600**. BC estimates that the cost for services described for Stage 2 (Tasks 400 and 500) shall not exceed **\$ 185,400**. Budget for Project Management (Task 100) and Management Reserve (Task 600) is split between the two Stages and included in reflected in these totals. NTP will be issued separately for the 2 stages. Stage 1 will begin immediately upon contract execution. Stage 2 will be authorized only after review of Stage 1 findings. Compensation for the scope of services will be billed monthly on a time-and-materials basis for the effort outlined in herein. BC will not exceed the overall work amount authorized without prior written approval from the City. If the BC team believes the cost will exceed the estimate, we will notify City. The notification will include the revised cost estimate and the revised time for completion. A detailed budget breakdown by phase of work is provided in Exhibit B.

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Anacortes - Incineration Evaluation and Solids System Planning

Contract 25-052-SEW-001

Exhibit B

Cost of Services

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BrownANDCaldwell CLIENT: City of Anacortes LOCATION: Anacortes, WA PROJECT TITLE: Incineration Evaluation and Solids System Planning Stage 1 BC PROJECT NUMBER: 154293																							
		Principal in Charge/ QA-QC		Project Manager		Senior Environmental Engineer		Environmental Engineer		Senior Process Mechanica Engineer		Process Mechanical Engineer		Air Permitting Engineer		Cost Estimating		CAD		Project Administrator		TOTAL	
	Rate	\$350		\$315		\$240		\$205		\$275		\$190		\$345		\$280		\$160		\$165			
		N. Sierra		G. Mockos		T. Chouinard		T. Jones		L. Winchell		K. Woodland		J. Lee		-		D. Puravet		N. Costaz			
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
100	Project Management																						
100	Project Management	1	\$ 350	30	\$ 9,450		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	30	\$ 4,950	61	\$ 14,750
	Sub-Total	1	\$ 350	30	\$ 9,450	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	30	\$ 4,950	61	\$ 14,750
200	Incinerator Evaluation																						
210	Information and Data Review	2	\$ 700	4	\$ 1,260	16	\$ 3,840	8	\$ 1,640	16	\$ 4,400	8	\$ 1,520	16	\$ 5,512		\$ -		\$ -	4	\$ 660	74	\$ 19,532
220	Incinerator Inspection	1	\$ 350	4	\$ 1,260		\$ -		\$ -	60	\$ 16,500	40	\$ 7,600		\$ -	24	\$ 6,720		\$ -	4	\$ 660	133	\$ 33,090
230	LLLL 50% Rule Assessment	1	\$ 350	4	\$ 1,260		\$ -		\$ -	16	\$ 4,400	16	\$ 3,040	16	\$ 5,512		\$ -		\$ -	4	\$ 660	57	\$ 15,222
	Sub-Total	4	\$ 1,400	12	\$ 3,780	16	\$ 3,840	8	\$ 1,640	92	\$ 25,300	64	\$ 12,160	32	\$ 11,025	24	\$ 6,720	0	\$ -	12	\$ 1,980	264	\$ 67,845
300	Incineratory Bypass Plan																						
300	Incinerator Bypass Plan	2	\$ 700	8	\$ 2,520		\$ -		\$ -	4	\$ 1,100	40	\$ 7,600		\$ -		\$ -	40	\$ 6,400	4	\$ 660	98	\$ 18,980
	Sub-Total	2	\$ 700	8	\$ 2,520	0	\$ -	0	\$ -	4	\$ 1,100	40	\$ 7,600	0	\$ -	0	\$ -	40	\$ 6,400	4	\$ 660	98	\$ 18,980
600	Management Reserve																						
600	Management Reserve																						\$10,000
Total Direct Labor		7	\$ 2,450	50	\$ 15,750	16	\$ 3,840	8	\$ 1,640	96	\$ 26,400	104	\$ 19,760	32	\$ 11,025	24	\$ 6,720	40	\$ 6,400	46	\$ 7,590	423	\$ 111,575
Other Direct Costs																							
Mileage (Mileage rate of \$0.67/Mile)																							\$ 500
Site Visit Travel																							\$ 1,500
GRAND TOTAL																							\$ 113,600

Brown AND Caldwell CLIENT: City of Anacortes LOCATION: Anacortes, WA PROJECT TITLE: Incineration Evaluation and Solids System Planning Stage 2 BC PROJECT NUMBER: 154293																												
		Principal in Charge/ QA/QC		Project Manager		Senior Environmental Engineer		Environmental Engineer		Senior Process Mechanica Engineer		Process Mechanical Engineer		Process Mechanical Engineer		Air Permitting Engineer		Cost Estimating		CAD		Project Administrator		TOTAL				
	Rate	\$350		\$315		\$240		\$205		\$275		\$190		\$165		\$345		\$280		\$160		\$165						
		N. Sierra		G. Mockos		T. Chouinard		T. Jones		L. Winchell		K. Woodland		P. Ma		J. Lee		-		D. Puravet		N. Costaz						
Task	Description	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
100	Project Management																											
100	Project Management	1	\$ 350	30	\$ 9,450		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	30	\$ 4,950	61	\$ 14,750			
	Sub-Total	1	\$ 350	30	\$ 9,450	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	30	\$ 4,950	61	\$ 14,750			
400	Solids System Planning																						\$ -					
410	Develop Biosolids Screening and Evaluation Criteria	2	\$ 700	8	\$ 2,520	20	\$ 4,800		\$ -	4	\$ 1,100	40	\$ 7,600		\$ -	4	\$ 1,378		\$ -		\$ -	4	\$ 660	82	\$ 18,758			
420	Regulatory and Biosolids Market Assessment	4	\$ 1,400	8	\$ 2,520	40	\$ 9,600		\$ -	4	\$ 1,100		\$ -	40	\$ 6,600	4	\$ 1,378		\$ -		\$ -	4	\$ 660	104	\$ 23,258			
430	Technology Screening	2	\$ 700	8	\$ 2,520	40	\$ 9,600		\$ -	4	\$ 1,100	40	\$ 7,600		\$ -	4	\$ 1,378		\$ -		\$ -	2	\$ 330	100	\$ 23,228			
	Sub-Total	8	\$ 2,800	24	\$ 7,560	100	\$ 24,000	0	\$ -	12	\$ 3,300	80	\$ 15,200	40	\$ 6,600	12	\$ 4,134	0	\$ -	0	\$ -	10	\$ 1,650	286	\$ 65,244			
500	Biosolids Alternatives Evaluation																						\$ -					
510	Stage I Alternatives Analysis	8	\$ 2,800	8	\$ 2,520	60	\$ 14,400		\$ -	4	\$ 1,100	60	\$ 11,400	8	\$ 1,320	4	\$ 1,378	40	\$ 11,200		\$ -	4	\$ 660	196	\$ 46,778			
520	Stage II Alternatives Analysis	8	\$ 2,800	8	\$ 2,520	60	\$ 14,400	32	\$ 6,560	4	\$ 1,100	60	\$ 11,400	8	\$ 1,320	4	\$ 1,378		\$ -		\$ -	8	\$ 1,320	192	\$ 42,798			
	Sub-Total	16	\$ 5,600	16	\$ 5,040	120	\$ 28,800	32	\$ 6,560	8	\$ 2,200	120	\$ 22,800	16	\$ 2,640	8	\$ 2,756	40	\$ 11,200	0	\$ -	12	\$ 1,980	388	\$ 89,576			
600	Management Reserve																											
600	Management Reserve																											
Total Direct Labor		25	\$ 8,750	70	\$ 22,050	220	\$ 52,800	32	\$ 6,560	20	\$ 5,500	200	\$ 38,000	56	\$ 9,240	20	\$ 6,891	40	\$ 11,200	0	\$ -	52	\$ 8,580	735	\$ 184,571			
Other Direct Costs																												
Mileage (Mileage rate of \$0.67/Mile)																												
GRAND TOTAL																												
\$ 185,400																												