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



Anacortes City Council
Municipal Building Council Chambers
904 6th Street

April 14, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Annual Arbor Day Proclamation (Announcement)
 - b. Planning Committee (Report)
 - c. Economic Development Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of April 7, 2025 (Action)
 - b. Approval of claims in the amount of \$990,286.66 (Action)
 - c. Contract Award – WTP Access Control & Camera Installation #25-118-WTR-002 (Action)
6. **Other Business**
 - a. * Resolution 3180 (Discussion/Action)
 - b. Skagit Transit Presentation (Discussion)
 - c. Contract Award: Sewer Pump Station No. 16 Upgrade #23-259-SEW-002 (Discussion/Action)
 - d. * Anacortes Able Housing Initiative Letter of Support (Discussion/Possible Action)
 - e. * AHA Olson Project Letter of Support (Discussion/Possible 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.



**CITY OF ANACORTES PROCLAMATION
ARBOR DAY- APRIL 25, 2025**

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

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

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

WHEREAS, Anacortes has been recognized by the National Arbor Day Foundation as a Tree City USA for the 23rd consecutive year; and

WHEREAS, the tree planting this year will be held at the Altair Americus Memorial Park on April 25, 2025 at 10:00 a.m.

NOW, THEREFORE, BE IT RESOLVED it is fitting and appropriate that I, Matt Miller, Mayor of the City of Anacortes, do hereby proclaim Friday, April 25, 2025 as our celebration of ARBOR DAY in Anacortes and encourage our citizens to plant trees thus leaving a legacy for present and future generations.

A handwritten signature in blue ink, appearing to read "Matt Miller", is positioned above a horizontal line.

Matt Miller, Mayor
City of Anacortes

Anacortes City Council Minutes - April 7, 2025

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of April 7, 2025 at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Amanda Hubik were present. Councilmember Hubik participated in the meeting remotely via Zoom. Councilmember McDougall was absent. Ms. Moulton moved seconded by Mr. Young to excuse Mr. McDougall. Motion passed unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mr. Miller explained that to be consistent with state law public comment would not be taken on the hospital levy. He also discussed the city code around discharge of firearms in the city limits. He also touched on the upcoming ballot due date, as well as the egg dash this Friday April 11. He also reminded the public of the residential cleanup (free dump) day from 9:00 AM - Noon on April 19th, free to Anacortes Citizens. Proof of Anacortes residency (generally a utility bill or similar) is needed. Mayor Miller also stated the WT Preston and Maritime Heritage center are now on Spring hours; as well as reporting on a NorthStar meeting that was held the prior week which was oriented around the opioid settlement monies.

Mr. Walters also gave an update on the Guemes ferry haul out, including the parking issue that has been incurred as a result of that.

Mr. Fantini also brought attention to Chinook Enterprises and the great work they have been doing in the community for the past 45 years.

Food Waste Prevention Week

Mayor Miller shared a proclamation for Food Waste Prevention Week.

Fiber Committee

Mr. Walters reported from the Fiber Committee meeting held 2 weeks prior, and explained the progress on continued expansion in the southern part of the city, as well as a few other projects done by the department.

Information Technology Committee

Mr. Walters also reported from the IT Committee meeting held 2 weeks prior, and talked about the results of a successful audit by the State Auditors Office on the City's SCADA system, and the strengths identified around those and other systems operated by the City. He noted there were additional results from the audit that were communicated to the IT department, but it was a generally successful audit.

Finance Committee

Ms. Moulton reported on the Finance Committee meeting held April 27th. The topics discussed included sales tax revenues, including an increase from boat sales but generally flat in other sectors of the sales tax revenues. She noted the economy appears to be in flux, indicating there will be some that the mayor and council will need to do be ready for the upcoming budget process.

Housing Affordability and Community Services Committee

Ms. Cleland-McGrath reported from the HAACS Committee meeting held the previous week. The topics discussed included an update on the CDBG funding, and the nice job staff have done to get current on the funding that was in a carry over status from prior years. She also reported on a workforce housing concept in discussion that would include the County and Housing Authority, as well as the City, and the potential use of the Affordable Housing sales tax revenues to support it. She also mentioned a June 6 NorthStar symposium, with a keynote speaker who is a published author from the University of Washington.

Library Committee

Library committee did not meet.

Port / City Liaison Committee

Mr. Walters reported from the Committee meeting held the previous week. The topics discussed center primarily around the Events Center project, as well as the success of the heavy haul route that City Council authorized 2 weeks prior.

Public Safety Committee

Ms. Cleland - McGrath reported that the committee met April 1 and discussed a few openings the PD and FD currently have, as well as the contract that is on the consent agenda to replace current radios with UHF radios. She also reported Chief Floyd gave an update on the success of the new Police training academy in Arlington. She also reported the need to replace the City's tasers, which is a new type that will be used by the APD moving forward. She also mentioned the discharge of a firearm in relation to a deer incident that occurred in the Old Town neighborhood in the prior week, and Mr. Young and Mayor Miller exchanged comments on same.

Personnel Committee

Mr. Fantini reported from the Committee meeting held the previous week. The topics discussed included upcoming new hires in the Fiber and GIS departments. He also gave an update on police recruiting, including at college campuses.

Public Comment

The Mayor invited the public to comment on any item not on the agenda.

Susan Stevenson addressed the Council on parking in her neighborhood, specifically related to a no parking sign that was removed in front of her house, but 2 other signs in the same neighborhood were left in place.

Andy Culbertson addressed the Council about the great community we live in, and one of the things that make the community what it is, are the great people that are here, and have come before, and one of those is the trestle trail's namesake, Tommy Thompson. He expressed how pleased he is that Council is considering improvements to that wonderful amenity.

Sheila Tomas addressed the Council describing the episode where she heard what she thought were gunshots, and an ensuing death of a deer in the Old Town neighborhood. She described calling 911 and the ensuing event that took place. She expressed thanks to many citizens, council members, and the 911 call center involved.

Bosi Morris also addressed the council on the parking issue in old town due to the Guemes ferry haul out, and her dissatisfaction with the lack of communication from the county on the haul out and parking plan.

Malcom McCutcheon also addressed the Council on the parking issue from the ferry, expressing his concern with multiple cars angle parked across lawns and the potential to damage residential water infrastructure.

Consent Agenda

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

a. Minutes of March 24, 2025

b. Approval of claims in the amount of \$1,842,949.28

The following vouchers/checks were approved for payment:

EFT numbers: 112124 through 112150, total \$1,510,243.33

Check numbers: 112172 through 112189, total \$298,330.63

Wire transfer numbers: 366931 through 366897, total \$34,375.32

- c. Special Event: Shipwreck Fest
- d. Special Event: Pride Parade
- e. Free Movie Night on Kingsway
- f. Contract Award: Fire Department Motorola APX Next Radios #25-081-AFD-001
- g. Contract Award: WTP Filter Rotork Actuators #25-103-WTR-001
- h. Contract Award: Paper To Digital Permitting - Large Format Building Files Digitization #24-282-PLN-002

Public Hearings

City Attorney Darcy Swetnam introduced the Master Permit renewal application and provided a few slides to provide background and information. She explained City code provides these permits for 5 years, and renewal requires notice and public hearing requirements. She explained that the applicant was the Access Fiber department of the City, and Administrative Services Director Emily Schuh, who oversees the Fiber department, was also available to answer any questions that may come up. Staff have reviewed the permit application and recommend approval.

Approval of Renewal of a Master Permit for Telecommunications Use of Right of Way for City of Anacortes / ACCESS Anacortes Fiber Internet Installation in accordance with AMC Chapter 5.38.160

Administrative Services Director Emily Schuh presented a map of the City showing areas of Fiber service in the City, which includes an update on an estimate of when service would be available in the areas not yet served. She also described where on the City website that an interactive map can be found to find out when service is estimated to be available when an address is typed in. Mr. Young made comments on the good work the Fiber department has done, and how he is pleased that Access Fiber is nearing availability in his neighborhood. Mr. Miller invited the public to speak, and with members of the public offering any comments, he closed the public hearing. Mr. Walters asked for clarification on the map, due to the legend included. He also clarified the process for citizens to sign up and get hooked up.

Other Business

Mayor Miller noted Chairman Wooten from the Samish Indian Nation was in attendance tonight, and thanked him for being at the meeting.

Thompson Trail Trestle Feasibility Study

Parks Director Jonn Lunsford pointed out the large number of partners the City had in this project, including the Samish, and Washington State. Mr. Lunsford introduced Chairman Wooten who made a few comments on the long history of this project, and thanked the Council for partnering with them to explore the removal and replacement of the existing trestle and trail.

Tod Woodard from the Samish Nation made a number of comments on the benefits of the trail, and their desire to keep a trail in place. He also went into some detail of the detrimental nature of the existing trestle. He also noted how the inner bay is starting to fill in due to lack of water flow because it is inhibited by the causeway and pilings under the trestle. He explained the tribe would like to see a more environmentally friendly replacement, as well as something more robust that could support an ambulance if necessary (which was the original intent of the decking put in place but it is now known the decking is not strong enough for that).

Lauren Schroedter from Hanson Engineering explained the findings that were identified in a variety of tests that were conducted, including soils sampling, channel identification, bridge location, and bridge alignment. Mr. Walters asked about potentially removing part of the causeway vs the entire thing. Mr. Woodard responded that there is some evidence that stopping the causeway at the end of Weaverling spit may be viable.

Ms. Schroedter then illustrated the results of the conceptual design that was conducted as part of the review, including the preference to increase the height of the trestle trail, and the pros and cons and different types of material that could be used in the replacement trestle. Mr. Walters asked if the proposed height of the bridge would be sufficient for future surge activity, and Ms. Schroedter responded additional wave and surge modeling would be reviewed but the 25' proposed height should be sufficient for predicted future wave and surge action.

She then presented visual demonstrations of what the replacement trestles could look like, as well as estimated costs of \$62M and \$102M, depending on the material used. She explained the project could potentially be phased if costs required phasing, and what that could look like.

Mayor Miller invited the public to ask questions, being none he then invited Council to ask questions.

Mr. Fantini asked about funding, as well as the benefits of both options of concrete and fiberglass, and additional discussion ensued. Mr. Young asked follow-up questions on the presentation, including funding options, and additional discussion ensued. Mr. Walters made comments in support of figuring out how to do this project as soon as possible, and be postured in the event funding becomes available, and pointed out at some point the City may be directed to remove it for environmental reasons without replacement funding being made available. Ms. Cleland-McGrath also asked questions of the project, including potential credit for removing piles, and Ms. Schroedter talked briefly about the piling removal credit program. Ms. Hubik then asked about potentially creating a dead zone during the deconstruction of the trestle, and Ms. Schroedter explained the protections that are put in place to mitigate such. Ms. Moulton thanked Ms. Schroedter and the tribe, and looked forward to next steps.

Interlocal Amendment: Grant Funding For 2025 Periodic Comprehensive Plan Update #24-036-PLN-002

Planning Director John Coleman addressed the Council on the amendment to the interlocal agreement, which outlines a grant agreement with the state, and explained it was a no cost modification to that agreement. Mr. Walters moved seconded by Mr. Fantini to approve the mod as presented.

Contract Award: WTP High Service Pump #4 VFD Retrofit #25-055-WTR-001

Public Works Director Andy Rheume introduced Water System Manager Terry Nemeth, who addressed the Council on a contract with Veca Industries to replace the #4 high service pump at the Water Treatment Plant, which he explained was failing and the nature of such, and the presented contract was the low bid for the project. Mr. Walters asked clarifying questions about the final price of the contract which Mr. Nemeth and Mr. Rheume both responded to. Mr. Walters moved seconded by Mr. Young to approve the contract as presented.

Adjournment

Being no further business the mayor adjourned the assembly at roughly 7:55 PM.

**The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for
City Council approval at the April 14, 2025 City Council meeting:**
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367477	9/18/2024	1-134095748537	JOHNSON CONTROLS INC	WTP HVAC SYSTEM PREVENTIVE MAINTENANCE AGREEMENT 10/1/24-9/30/25	\$ 9,929.30	dwtp
367470	1/17/2025	8629	SKAGIT COUNTY PUBLIC HEALTH	SENIOR SERVICES PROGRAM 2024 - 4TH QTR	\$ 10,931.25	parks1
367458	1/24/2025	75500	COMMERCIAL FIRE PROTECTION INC	REPAIR FIRE SPRINKLER DEFICIENCIES AT SENIOR CENTER	\$ 473.28	pw1
367455	2/15/2025	0001782	CITY OF BURLINGTON	DARK FIBER & RACK SPACE, FEB 2025	\$ 487.18	fiber
367177	2/20/2025	BI-0376914	BECKWITH & KUFFEL	WTP TRAIN #1 RAPID MIXER BEARING REPLACEMENT	\$ 11,255.30	dwtp
367212	2/28/2025	1724	WIDENER & ASSOCIATES	ON-CALL ENVIRONMENTAL PERMITTING - FIDALGO MARINA REPAIRS - FEBRUARY 2025	\$ 1,244.10	pw1
367006	3/5/2025	INV073564	TURF STAR WESTERN	PART FOR VEHICLE #713	\$ 221.77	dshop
367207	3/7/2025	129712	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2025 - 100A 3PHASE SERVICE AT WWTP PUMP STATION	\$ 8,787.99	dwwtp
367471	3/10/2025	16477	KRIEG CONSTRUCTION, INC	29TH STREET ADDITIONAL PAVING	\$ 3,800.00	pw1
367114	3/13/2025	760718	NELSON TRUCK EQUIPMENT CO	PARTS FOR VEHICLE #196	\$ 166.51	dshop
367456	3/15/2025	0001789	CITY OF BURLINGTON	DARK FIBER & RACK SPACE, MAR 2025	\$ 487.18	fiber
367194	3/17/2025	RE-313- ATB50317136	WASHINGTON STATE DEPARTMENT	R AVENUE PROJECT CONSTRUCTION ENGINEERING - WSDOT LA09912R	\$ 347.92	pw1
367193	3/17/2025	RE-313- ATB50317175	WASHINGTON STATE DEPARTMENT	REVIEW OF Q AVENUE PEDESTRIAN CROSSINGS PROJECT	\$ 43.49	pw1
367008	3/18/2025	15940513	PAPE MACHINERY INC.	PARKS MAINTENANCE SUPPLIES	\$ 332.71	parks1
367109	3/20/2025	A21086	TRUE NORTH EQUIPMENT, INC	TOOLS FOR EQUIP #5555	\$ 564.18	dshop
367010	3/20/2025	INV076313	TURF STAR WESTERN	PARKS MAINTENANCE SUPPLIES	\$ 977.93	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367199	3/25/2025	Pay App 12	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	\$ 246,975.38	fiber
367475	3/26/2025	07-250318271	CUMMINS, INC.	A AVE BOOSTER STATION GENERATOR REPLACEMENT PROJECT - GENERATOR TRANSFER SWITCH	\$ 4,149.97	pw1
367214	3/26/2025	130014	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2025 - WTP OIL TRANSFORMER SAMPLE PORT	\$ 1,704.64	dwtpt
367216	3/26/2025	130015	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2025 - WTP INSTALL BATTERIES/ELECTRICAL WORK	\$ 3,029.94	dwtpt
367138	3/26/2025	ARIV1013752	HANSON PROFESSIONAL SERVICES	THOMPSON TRAIL TRESTLE AND CAUSEWAY REPLACEMENT: DESIGN -THROUGH 2/28/25	\$ 25,299.86	parks1
367117	3/27/2025	822687	BLADE CHEVROLET, INC	PART FOR VEHICLE #027	\$ 86.63	dshop
367004	3/27/2025	920344	CASCADE COLUMBIA DISTRIBUTION	SODIUM FLUORIDE- 1 PALLET/ 44 BAGS	\$ 3,289.00	dwtpt
367186	3/27/2025	CA03	AIRSTRIKE BIRD CONTROL INC	CITY HALL BIRD ABATEMENT - 3/16/25 - 3/31/25	\$ 1,950.00	pw1
367203	3/28/2025	0335351-IN	NELSON-REISNER DISTRIBUTOR INC	SUPPLIES FOR EQUIP #2910	\$ 59.85	dshop
367480	3/28/2025	22410 - 10	H W LOCHNER, INC	16TH STREET AND D AVENUE IMPROVEMENT PROJECT: DESIGN - 1/27/25-3/28/25	\$ 3,709.58	pw1
367467	3/28/2025	24553.00-7	GRAY & OSBORNE INC	SHIP HARBOR BOARDWALK RESTORATION - CONCEPTUAL/COST ESTIMATES - 2/23/25-3/22/25	\$ 3,030.52	parks1
367469	3/28/2025	24567.00-5	GRAY & OSBORNE INC	DEPOT MARKET PLAZA EXPANSION PROJECT - DESIGN - 2/23/25-3/22/25	\$ 4,056.25	parks1
367107	3/28/2025	52893468	UNIVAR USA INC	SODIUM HYDROXIDE	\$ 6,582.85	dwtpt
367210	3/28/2025	IN961778	NOANET	OUTSIDE PLANT ENGINEERING - MARCH 2025	\$ 1,215.00	fiber
367189	3/31/2025	0173	SKAGIT COUNTY SOLID WASTE FUND	MARCH TONNAGE HAULED	\$ 105,455.55	dshop
367465	3/31/2025	1172	BE ENTERPRISES LLC	2025 JANITORIAL SERVICES - MARCH 2025	\$ 10,027.30	pw1
367463	3/31/2025	224800	VANTAGE POINT SOLUTIONS, INC.	CALEA COMPLIANCE SUPPORT - MARCH 2025	\$ 275.00	fiber

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367211	3/31/2025	239601	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - PUBLIC SAFETY BUILDING	\$ 1,770.48	pw1
367139	3/31/2025	283648	INFOSEND, INC.	MARCH 2025 PROCESSING	\$ 4,701.28	finance
367012	3/31/2025	48959685	LINDE GAS & EQUIPMENT INC.	CYLINDER RENTAL FOR WWTP	\$ 401.08	dwwtp
367170	3/31/2025	5030121	UTILITIES UNDERGROUND LOCATION	MARCH LOCATE TICKETS	\$ 209.25	dshop
367005	3/31/2025	51752	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 814.18	dshop
367169	3/31/2025	53499	KRIEG CONSTRUCTION, INC	SUPPLIES FOR STREET DEPT	\$ 465.12	dshop
367185	3/31/2025	641478	POTELCO, INC.	AMI POLES INSTALLATION	\$ 21,923.20	dwwtp
367204	3/31/2025	A21247	TRUE NORTH EQUIPMENT, INC	PART FOR EQUIP #5555	\$ 1,002.94	dshop
367163	3/31/2025	COURT & BUILDING FEE	WASHINGTON STATE TREASURER	COURT & BLDG FEES TO STATE - QTR 1	\$ 16,145.31	finance
367200	3/31/2025	IN962163	NOANET	PRIMARY DIA SERVICE - MARCH 2025	\$ 4,310.00	fiber
367474	3/31/2025	IN962218	NOANET	OUTSOURCED NOC SERVICES - MARCH 2025	\$ 11,535.54	fiber
367108	3/31/2025	MFC0044	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT RAW	\$ 63.00	dwwtp
367198	4/1/2025	052-0010-00	CITY OF ANACORTES	OPS: 3/1-3/31/25	\$ 1,883.61	dshop
367188	4/1/2025	1/1/25	PORT OF ANACORTES	HAUL OUT OF MARINE 29, ELECTRICITY.	\$ 86.72	medic
367120	4/1/2025	14439506	HACH COMPANY	RING FOR 10ML SYRINGE	\$ 4.29	dwwtp
367166	4/1/2025	190-1840-00	CITY OF ANACORTES	UTILITY BILL - 04-2025	\$ 7,679.97	dwwtp
367176	4/1/2025	2025	TRANSITION FIDALGO AND FRIENDS	FOREST MONITORING PROGRAM	\$ 4,000.00	parks1
367472	4/1/2025	2025-77	PUBLIC SAFETY TESTING, INC	PRE-EMPLOYMENT TESTING SERVICES FOR POLICE - JAN-MARCH 2025	\$ 387.00	hr
367119	4/1/2025	2057263	MILES SAND & GRAVEL CO.	SUPPLIES FOR STREET DEPT	\$ 587.52	dshop
367113	4/1/2025	220030712800	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/4-4/1/25	\$ 7.67	dshop
367116	4/1/2025	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 02/28 - 03/04/25	\$ 11,463.48	dwwtp
367111	4/1/2025	2713382-0043-6	WASTE MANAGEMENT	WTP TRASH, RECYCLING PICKUP - 03/01- 03/31/25	\$ 342.32	dwwtp
367123	4/1/2025	3566	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 470.00	pubdef
367125	4/1/2025	3567	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 20.00	pubdef
367126	4/1/2025	3568	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 420.00	pubdef
367127	4/1/2025	3569	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
367128	4/1/2025	3570	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 140.00	pubdef
367129	4/1/2025	3571	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 160.00	pubdef
367130	4/1/2025	3572	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 210.00	pubdef

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367131	4/1/2025	3573	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 180.00	pubdef
367132	4/1/2025	3574	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 110.00	pubdef
367133	4/1/2025	3575	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 50.00	pubdef
367134	4/1/2025	3576	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 150.00	pubdef
367135	4/1/2025	3577	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 70.00	pubdef
367121	4/1/2025	3578	LAW OFFICE OF CARA LORENZO	PUB DEF COVERAGE	\$ 230.00	pubdef
367136	4/1/2025	3579	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 60.00	pubdef
367179	4/1/2025	3838	SKAGIT COUNTY SHERIFF'S OFFICE	INMATE MEDICAL PER CONTRACT #C20130315	\$ 20,039.91	apd
367460	4/1/2025	41153	COMMERCIAL ALARM & DETECTION	LIBRARY FIRE ALARM MONITORING AGREEMENT - APR, MAY, JUNE 2025	\$ 97.92	pw1
367175	4/1/2025	4125	NORTHWEST PARKING EQUIPMENT	WA PARK PAYSTATION QUARTERLY MAINTENANCE	\$ 734.40	parks1
367457	4/1/2025	41272	COMMERCIAL ALARM & DETECTION	FIRE STATION 3 FIRE ALARM MONITORING AGREEMENT - APR, MAY, JUNE 2025	\$ 97.92	pw1
367182	4/1/2025	5071196277	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 3/1-3/31/25	\$ 73.47	apd
367482	4/1/2025	559391	MOMENTUM TELECOM INC	SIP TRUNKS 4/1-4/30/25	\$ 1,078.10	finance
367466	4/1/2025	Cogent-250401	COGENT COMMUNICATIONS, LLC	BACKUP DEDICATED INTERNET ACCESS, APR 2025	\$ 3,705.87	fiber
367184	4/1/2025	I2505692	WASHINGTON STATE PATROL	BACKGROUND CHECKS; MARCH 2025	\$ 120.00	apd
367195	4/1/2025	PSOI117697	CONTROLWORX,L.L.C.	WTP SPARE SETTLED WATER MIXER REBUILD	\$ 17,825.43	dwtpt
367183	4/2/2025	10230	ANACORTES TOWING, LLC	TOWING; APD 25-A01722	\$ 176.26	apd
367112	4/2/2025	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 3/4-4/1/25	\$ 12.36	dshop
367124	4/2/2025	25-09060	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT FINISHED	\$ 22.00	dwtpt
367122	4/2/2025	25-09099	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- TCR NORTH	\$ 154.00	dwtpt
367172	4/2/2025	9460580930	GRAINGER	MAINTENANCE SUPPLIES	\$ 1,514.54	dwwtpt
367001	4/2/2025	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; MARCH 2025	\$ 456.00	apd
367178	4/2/2025	March Receipts 137	THRIFTY CLEANERS	UNIFORM CLEANING; MARCH 2025~	\$ 529.31	apd
367476	4/3/2025	0002348112	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 125.62	medic
367106	4/3/2025	03188	SKAGIT COUNTY SHERIFF'S OFFICE	MARCH JAIL TAX PAYMENT PER CONTRACT	\$ 81,867.19	finance
367450	4/3/2025	14441863	HACH COMPANY	OPERATING SUPPLIES - PLANT SAMPLE REFRIGERATOR	\$ 8,709.44	dwwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367009	4/3/2025	148492	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING	\$ 270.00	parks1
367148	4/3/2025	2025-03-AG	GDIXONLAW	PUB DEF CONFL	\$ 30.00	pubdef
367149	4/3/2025	2025-03-AGO	GDIXONLAW	PUB DEF CONFL	\$ 80.00	pubdef
367150	4/3/2025	2025-03-AGR	GDIXONLAW	PUB DEF CONFL	\$ 20.00	pubdef
367160	4/3/2025	2025-03-AU	GDIXONLAW	PUB DEF CONFL	\$ 100.00	pubdef
367157	4/3/2025	2025-03-BRP	GDIXONLAW	PUB DEF CONFL	\$ 140.00	pubdef
367145	4/3/2025	2025-03-CB	GDIXONLAW	PUB DEF CONFL	\$ 90.00	pubdef
367155	4/3/2025	2025-03-CP	GDIXONLAW	PUB DEF CONFL	\$ 90.00	pubdef
367152	4/3/2025	2025-03-DK	GDIXONLAW	PUB DEF CONFL	\$ 50.00	pubdef
367142	4/3/2025	2025-03-EB	GDIXONLAW	PUB DEF CONFL	\$ 150.00	pubdef
367147	4/3/2025	2025-03-GD	GDIXONLAW	PUB DEF CONFL	\$ 760.00	pubdef
367158	4/3/2025	2025-03-HS	GDIXONLAW	PUB DEF CONFL	\$ 20.00	pubdef
367159	4/3/2025	2025-03-HT	GDIXONLAW	PUB DEF CONFL	\$ 110.00	pubdef
367144	4/3/2025	2025-03-JB	GDIXONLAW	PUB DEF CONFL	\$ 380.00	pubdef
367151	4/3/2025	2025-03-JKE	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
367156	4/3/2025	2025-03-JR	GDIXONLAW	PUB DEF CONFL	\$ 280.00	pubdef
367162	4/3/2025	2025-03-JZ	GDIXONLAW	PUB DEF CONFL	\$ 120.00	pubdef
367141	4/3/2025	2025-03-MBE	GDIXONLAW	PUB DEF CONFL	\$ 50.00	pubdef
367153	4/3/2025	2025-03-MM	GDIXONLAW	PUB DEF CONFL	\$ 60.00	pubdef
367154	4/3/2025	2025-03-MN	GDIXONLAW	PUB DEF CONFL	\$ 90.00	pubdef
367143	4/3/2025	2025-03-RB	GDIXONLAW	PUB DEF CONFL	\$ 170.00	pubdef
367146	4/3/2025	2025-03-SB	GDIXONLAW	PUB DEF CONFL	\$ 60.00	pubdef
367161	4/3/2025	2025-03-TW	GDIXONLAW	PUB DEF CONFL	\$ 40.00	pubdef
367007	4/3/2025	20566	HOW IT WORKS, INC	ACFL TRAIL MAPS	\$ 1,879.50	parks1
367190	4/3/2025	2466-3	MAKERS ARCHITECTURE	SHARPE'S CORNER SITE ANALYSIS AND OPTIONS - MARCH 2025	\$ 1,766.25	plan
367215	4/3/2025	25-002-01	HLN ENGINEERING	6TH ST & MINNESOTA AVE PARK PROJECT - CONCEPTUAL DESIGN	\$ 1,615.00	parks1
367439	4/3/2025	376599	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 705.08	pwfac
367118	4/3/2025	ReimbMiller	MILLER, MATTHEW	NATIONAL LEAGUE OF CITIES CONFERENCE REIMBURSEMENT	\$ 310.04	executive
367140	4/4/2025	1399577-0043-8	WASTE MANAGEMENT	MARCH 2025 CONTRACTED SERVICES	\$ 155,725.10	finance
367180	4/4/2025	1520	FIDALGO CLEANING	APD CLEANING & SUPPLIES 3/24-4/6/25	\$ 905.00	apd
367164	4/4/2025	21-043-FIN-001	ANACORTES FAMILY CENTER	MARCH AFFORDABLE HOUSING TAX PAYMENT	\$ 30,393.51	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367165	4/4/2025	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	MARCH AFFORDABLE HOUSING TAX PAYMENT	\$ 30,393.51	finance
367442	4/4/2025	307319	NORTHSTAR CHEMICAL INC.	MAINTENANCE SUPPLIES - PLANT CHEMICALS	\$ 2,975.68	dwwtp
367167	4/4/2025	40125	RICK'S REFRIGERATION, INC.	SERVICE FOR FACILITIES	\$ 3,138.15	pwfac
367197	4/4/2025	PSI00343822	WOOD'S LOGGING SUPPLY	SUPPLIES FOR SHOP	\$ 7,899.87	dshop
367181	4/5/2025	00005W5A83145	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 4-5-25	\$ 13.39	apd
367452	4/7/2025	0335727-IN	NELSON-REISNER DISTRIBUTOR INC	MAINTENANCE SUPPLIES	\$ 447.17	dwwtp
367168	4/7/2025	100	WINNINGHAM PRODUCTIONS	TEACHING DANCE LESSONS PRIOR TO 2025	\$ 120.00	pkrec
367174	4/7/2025	141-1010-01	NATEKIN, VADIM	UB Refund Cst #066892	\$ 181.14	finance
367479	4/7/2025	2025Q2-Ana	SKAGIT COUNTY DEM	EMERGENCY MANAGEMENT SERVICES C20180098 - 2ND QUARTER 2025	\$ 22,073.61	medic
367173	4/7/2025	700-3630-00	MCKNIGHT, MEGHAN	UB Refund Cst #064579	\$ 56.07	finance
367187	4/7/2025	7416572557	CARDINAL HEALTH 110, INC.	PHARMA: ADENOSINE, ONDANSETRON, EPINEPHRINE, LIDOCAINE, NAHCO3	\$ 1,012.04	medic
367453	4/7/2025	77228	UNDERWOOD & ASSOCIATES, LLC	MUSEUM STORAGE WORKSHOP: DESIGN	\$ 1,680.00	museum
367454	4/7/2025	77230	UNDERWOOD & ASSOCIATES, LLC	FIRE STATION 1 REMODEL - DESIGN	\$ 1,440.00	medic
367461	4/8/2025	130017REV	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2025 - REPLACE (2) BASEBALL BALLASTS	\$ 854.08	parks1
367462	4/8/2025	130200REV	VECA ELECTRIC & TECHNOLOGIES	UNIT-PRICED ELECTRICAL SERVICES 2025 - WTP PUMP STATION SURGE PROTECTOR	\$ 5,300.56	dwwtp
367459	4/8/2025	1776150	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 390.50	dshop
367438	4/8/2025	23-009-FAC-0011	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE - CONTRACT YEAR 2	\$ 432.17	pw1
367441	4/8/2025	23-139-SEW-0011	WHITNEY EQUIPMENT CO INC	RETAINAGE RELEASE - FOR INVOICE PS- INV 107609	\$ 486.80	pw1
367444	4/8/2025	23-194-WTR-0011	BECKWITH & KUFFEL	RETAINAGE RELEASE - FOR INVOICE BI-0374908	\$ 1,102.03	pw1
367448	4/8/2025	24-288-WTR-0011	GATEWAY CONTROLS, INC	RETAINAGE RELEASE	\$ 63.30	pw1
367208	4/8/2025	35120	AEON MFG CO INC	VASES FOR CEMETERY USE	\$ 300.54	parks1
367485	4/8/2025	43195	ORCA INFORMATION, INC	BACKGROUND CHECKS - NEW HIRES AND VOLUNTEERS	\$ 1,027.00	hr
367473	4/8/2025	INV41688	SEAWESTERN, INC.	PROBAR, ROOF HOOK	\$ 614.68	medic

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
367483	4/9/2025	INV2988260	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 3/8-4/7/25	\$ 393.78	finance
367209	5/14/2025	2nd Installment	WESTERN DISPLAY FIREWORKS, LTD	2025 FOURTH OF JULY FIREWORKS DISPLAY	\$ 11,000.00	parks1
	Total				\$ 990,286.66	



City Council Agenda Bill

Meeting Date: April 14, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award – WTP Access Control & Camera Installation #25-118-WTR-002

Staff Contact(s): Brent Christensen, Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$58,541.33 to Veca Electric & Technologies to provide and install new CAT 6 for access controls and cameras at the Anacortes Water Booster stations and reservoirs.

Background:

1. **History:** This project is to enhance the security of all remote booster station and reservoir sites by installing cameras at these locations, as well as implementing card swipe access for all man doors. These card swipes will not only restrict access but also allow tracking of personnel from the Water Department who enter each site, including time-stamped records of access. Veca will be responsible for running all wiring required for powering the cameras and card swipe systems at each location.
2. **Key Terms:**
 - Contract is for a firm fixed price of \$58,541.33.
 - The Contractor shall complete the work by May 1, 2026.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements for a single-trade public work project, and thus the Project Manager evaluated contractors and chose to contract with Veca Electric & Technologies.

Budget Impact:

Contractor	Veca Electric & Technologies
Contract Amount	\$58,541.33
Earmarked Funds	\$650,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Contract execution
End Date	5/1/2026

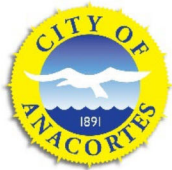
Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-118-WTR-002 with Veca Electric & Technologies in the amount of \$58,541.33 to perform the WTP Access Control & Camera Installation.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-118-WTR-002

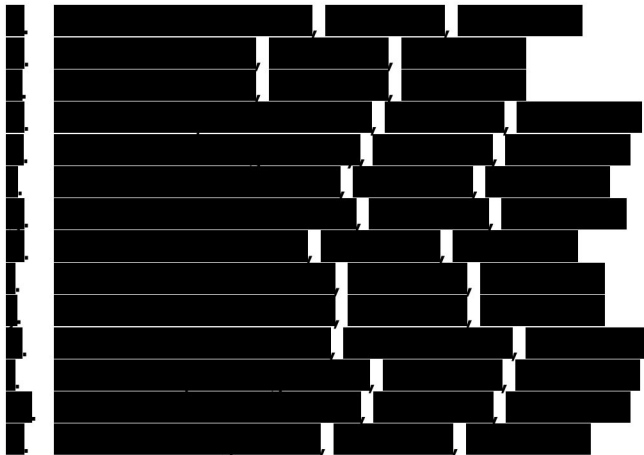


CONTRACT 25-118-WTR-002
AGREEMENT WITH
VECA ELECTRIC & TECHNOLOGIES

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and VECA Electric & Technologies, a private contractor at 3950 Hammer Drive, Suite 109, Bellingham, WA 98226 (herein after referred to as "Contractor").

PROJECT
WTP ACCESS CONTROL & CAMERA INSTALLATION

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to install new CAT 6 for 17 access controls and 19 cameras at the Anacortes Water Booster stations and reservoirs. Work performed includes removing all panel covers, testing of data cables, conduit and CAT 6, installation of customer provided access controls, and providing RJ-45 jacks only at the control cabinet. The City will provide and install cellular routers in control cabinet. All work will be performed during normal daytime working hours unless noted otherwise in the scope of work. Normal daytime hours are between 7:00AM – 3:30PM. The booster station and reservoir locations include:



2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **Fifty-Eight Thousand Five Hundred Forty-One Dollars and Thirty-Three Cents (\$58,541.33)**. This includes all mobilization, demobilization, labor, materials, standard freight, sales tax, and administrative overhead for the project.

8.8% sales tax applies to work performed at locations a, b, c, d, and e. 8.6% sales tax applies to work performed at locations f, g, h, i, j, k, l, m, and n. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.

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

4. **Term.** The term of this agreement is from execution through May 1, 2026.

5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Brent Christensen (360) 293-5147.

6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage per

each contract year; 3) Affidavit of Wages Paid per each contract year; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

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

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

Owner:

City of Anacortes

Date

Contractor:

VECA Electric & Technologies

Date

Contractor License #

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Chemical Hazard Safety

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

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

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

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

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

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

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

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

14. Inspection.

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

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

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

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

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

18. Insurance.

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

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

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

24. The City's Right to Terminate Agreement.

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

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

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

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

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

28. Disputes

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

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

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

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

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

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

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

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

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

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

CITY:

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

CONTRACTOR:

VECA Electric & Technologies
3950 Hammer Drive, Suite 109
Bellingham, WA 98226
contracts@veca.com

APPENDIX A

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

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

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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



City Council Agenda Bill

Meeting Date: April 14,
2025

Agenda Item: 6.a.

Agenda Item Title: Resolution 3180

Staff Contact(s): Jonn Lunsford

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

Jonn Lunsford

Resolution

Jonn Lunsford

Steve Hoglund

Darcy Swetnam

Item Summary: A Resolution of the City Council of the City of Anacortes
Accepting Donations for the Anacortes Community Forest Lands

Budget Impact:

Approving Resolution 3180 would add \$200,000 to the Anacortes Community
Forestlands Managment Fund via donation

Previous Action: Staff Discussion

Recommended Motion: Approve Resolution 3180

Alternative Actions: Request more information

Attachments (listed in order presented):

1. Resolution No. 3180 - final version

RESOLUTION NO. 3180

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ANACORTES ACCEPTING DONATIONS FOR THE ANACORTES
COMMUNITY FOREST LANDS.**

WHEREAS, the Anacortes Municipal Code 3.10.010 allows restricted donations valued at \$10,000 or less per donor, per calendar year that support an established city program, including, but not limited to: recreation programs, park facilities, museum exhibits, library materials, public art, and maintenance of city facilities; and

WHEREAS, all other restricted donations may only be accepted by action of the City Council; and

WHEREAS, the Anacortes Community Forest Lands (“ACFL”) are recognized by city residents as an irreplaceable destination for recreation and invaluable wildlife habitat; and

WHEREAS, the City passed Ordinance No. 2535 in 1990 creating the Anacortes Community Forestlands Management Fund, designating the use of these funds for the operation, management, maintenance, enhancement, acquisition, environmental education and habitat restoration of the ACFL as directed by the Mayor and City Council through the budget process each year; and

WHEREAS, the City has received a bequest from the estate of Sherry Kolar for the ACFL in the amount of \$200,000; and

WHEREAS, the Mayor and City Council extend our heartfelt gratitude to Ms. Kolar and her family for their remarkable community spirit and thoughtfulness. Their contribution reflects a deep commitment to preserving and enhancing the forest lands, inspiring a legacy of stewardship and care for generations to come;

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

The donation from the Estate of Sherry Kolar for the ACFL be accepted and placed in the Anacortes Community Forestland Management Fund.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this ____ day of _____, 2025.

MATTHEW C. MILLER, MAYOR

Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk Treasurer



City Council Agenda Bill

Meeting Date: April 14,
2025

Agenda Item: 6.b.

Agenda Item Title: Skagit Transit Presentation

Staff Contact(s): Matthew Miller

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
Jennifer Tottenham	Presentation
Matthew Miller	

Item Summary:

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Skagit Transit Presentation 04.14.2025

Skagit Transit LRTP

Anacortes City Council

April 14, 2025

Agenda



Existing Conditions & Community Feedback



System-Wide Recommendations



Route-by-Route Recommendations



Implementation Timeline

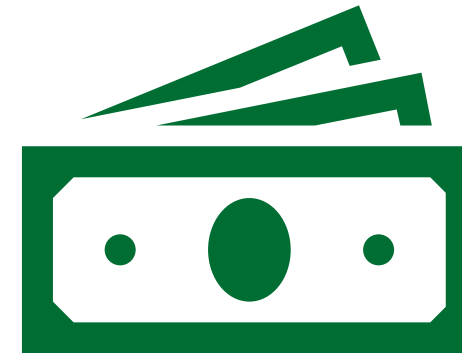
The Big Picture for the LRTP



LRTP is a road map for ongoing investments in a resource-constrained environment



Short-range refinements are possible with existing resources



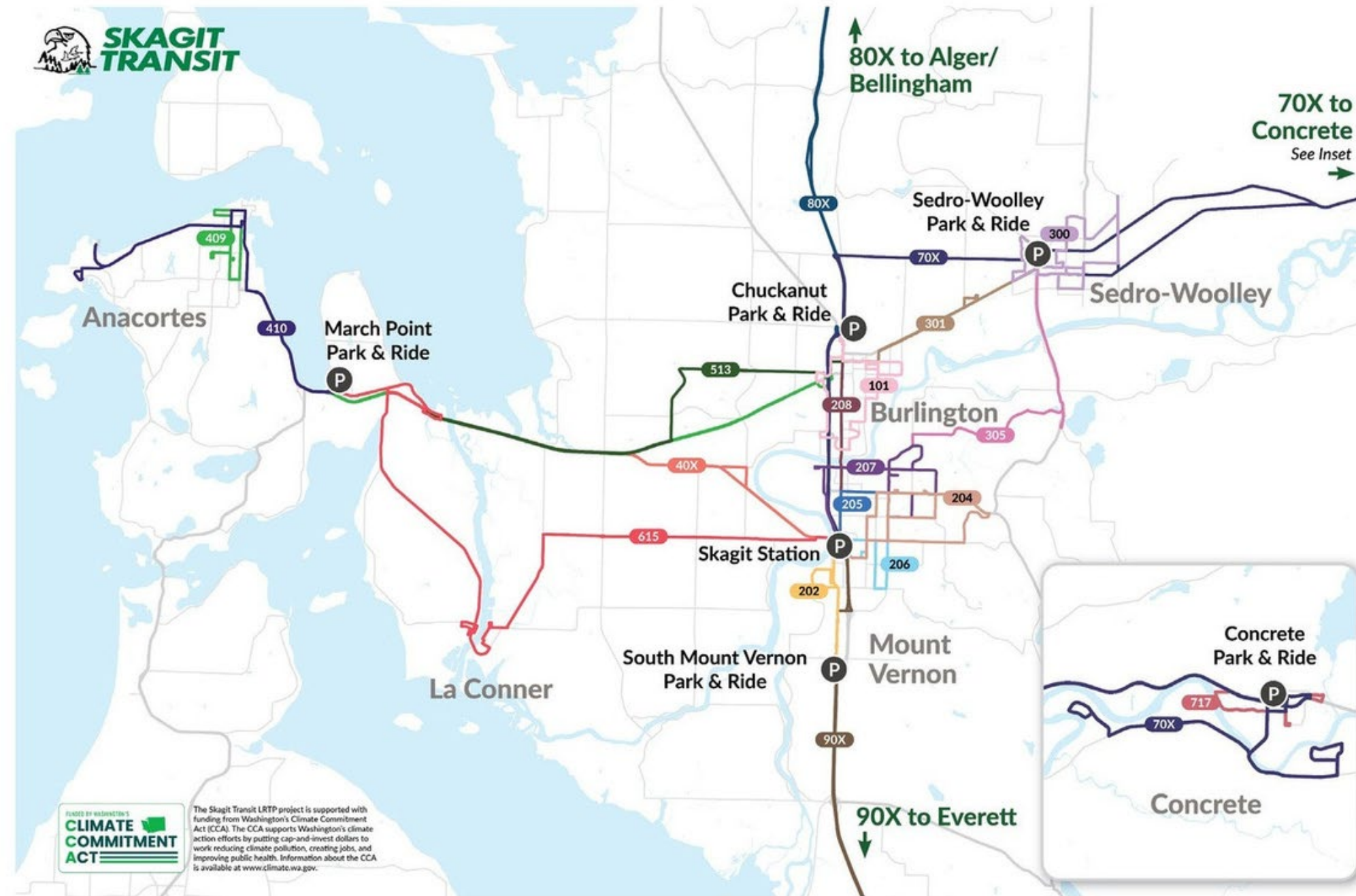
Continued capital investment in fleet, facilities, and stops to layer in additional service and improve customer experience



Ongoing engagement and evaluation to determine future opportunities

Existing Conditions

- ***Strengths***
 - Coverage serving priority populations
 - Providing access to jobs and services
 - Rider and Operator facilities
- ***Challenges***
 - Infrequent service
 - Circuitous service
 - Limited evening and weekend service

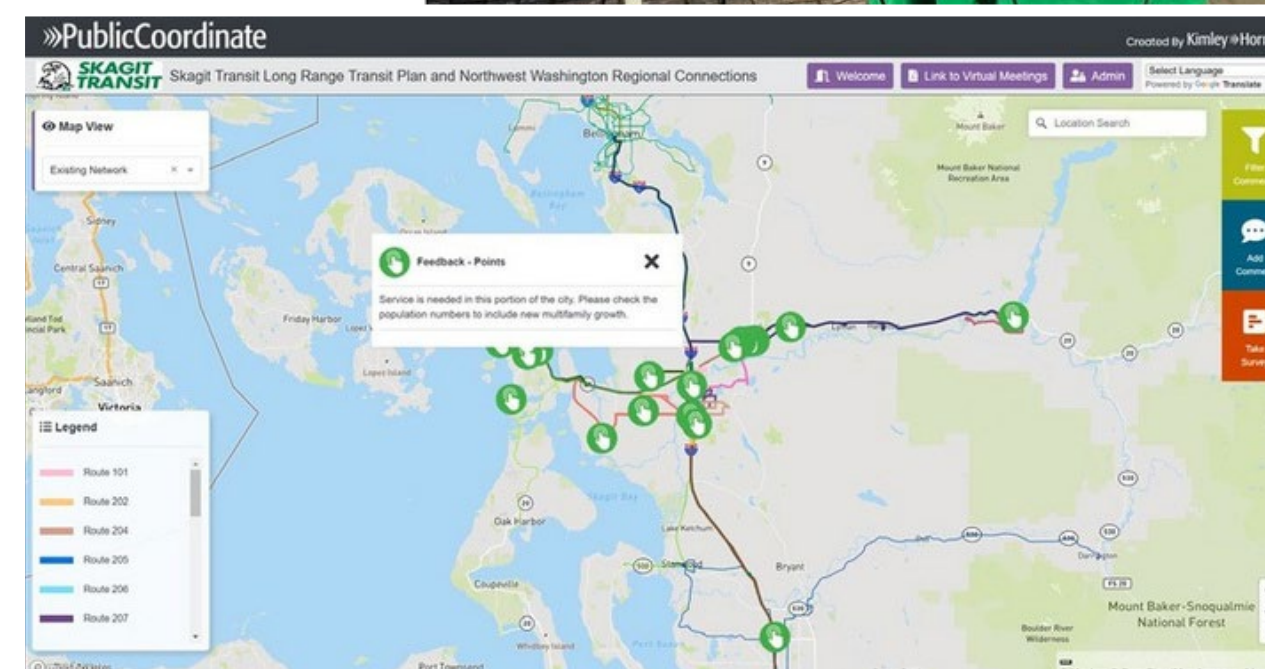


Community Feedback

- Nearly 600 themes recorded
- Outreach included online surveys, in-person open houses, and written responses

- ***Most Common Feedback:***
 - Increased frequencies
 - Increased span of service
 - Regional connectivity

- ***Other themes included:***
 - Interest in On-Demand service
 - Reliability of Services
 - Fare Integration
 - Route Directness



Long-Term Service Recommendations



Route Changes

- Streamlining
- Simplifying



Frequency Upgrades

- Minimum standard
- Incremental upgrades



Service Availability

- Later hours
- Sunday Service



Recommended Network



DRAFT - For Discussion Purposes Only



Improvements and Consolidated/ Discontinued Routes

New Service	Significant Change	Minor Change	No Change	Discontinued Route
201 Mount Vernon	40X Mount Vernon / Anacortes	70X Sedro-Wooley / Concrete	205 Mount Vernon	204 Mount Vernon
Anacortes On-Demand Zone	101 Burlington	80X Bellingham Connect	208 Mount Vernon	206 Mount Vernon
	301 Sedro-Wooley	90X Everett Connect	615 La Conner	207 Mount Vernon
	305 Clear Lake	202 South Mount Vernon	717 Concrete	300 Sedro-Wooley
	410 Anacortes			409 Anacortes
				513 Burlington / Anacortes

Several segments of discontinued routes integrated into other routes

DRAFT - For Discussion Purposes Only

What's Changing in Anacortes: Short-Range

- **40X Mount Vernon/Anacortes**
 - Extend to Downtown Anacortes
 - Add Sunday service
- **409 Anacortes**
 - Replace with Routes 40X, 410 and on-demand service
- **410 Anacortes**
 - Shorten to Downtown Anacortes and extend to Island Hospital
- **513 Burlington/Anacortes**
 - Reinvest into Route 40X and replace with extended Route 301
- **Pilot Micro Transit**
 - Design and implement a demand-response service for Anacortes

What's Changing in Anacortes: Mid-Range

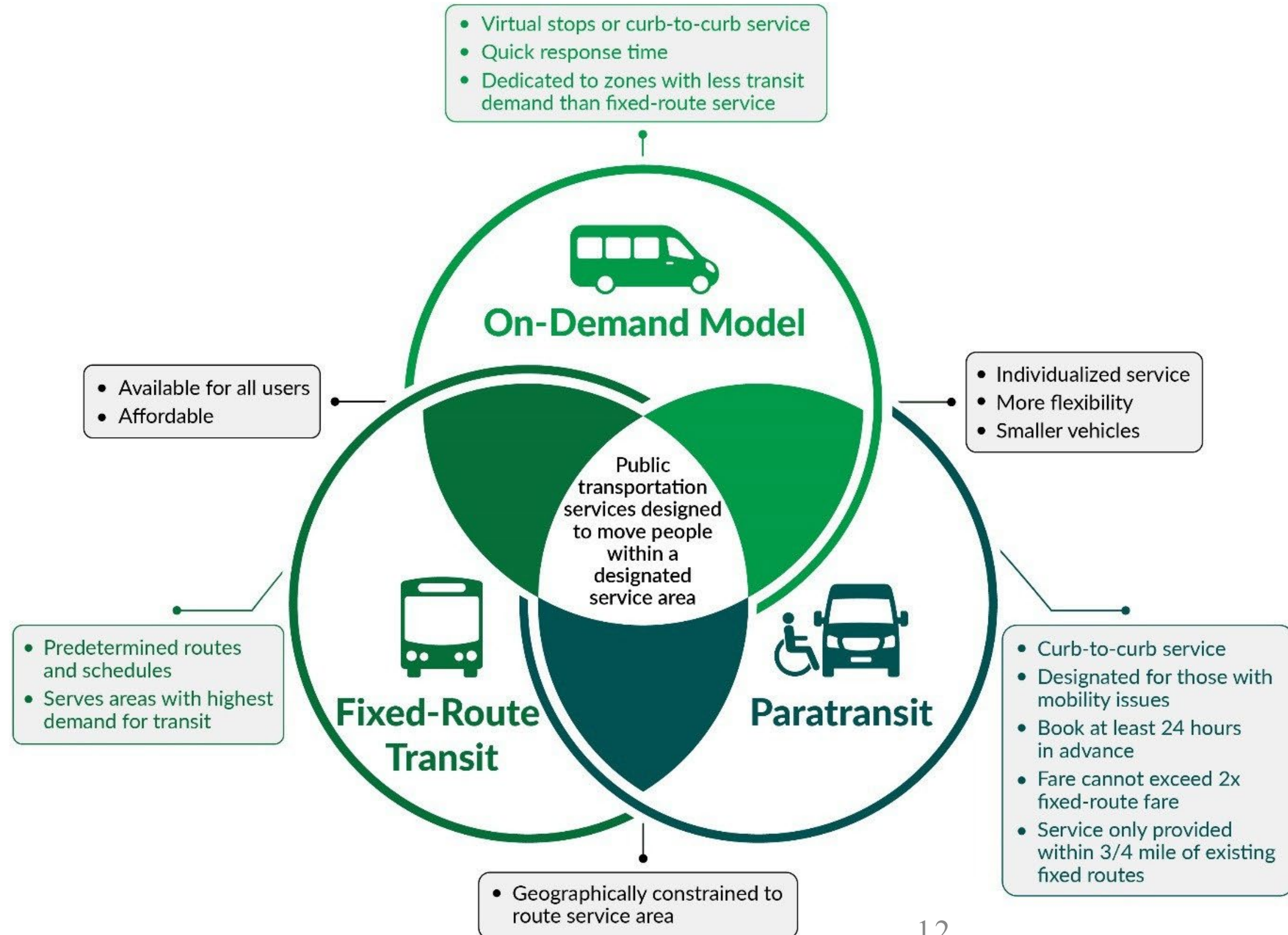
- **40X Mount Vernon/Anacortes**
 - Improve weekday frequency to 30 minutes
 - Improve Sunday frequency to 60 minutes
- **410 Anacortes**
 - Improve weekday service to 30 minutes and add Sunday service
- **Revise Micro Transit**
 - Implement any necessary revisions to demand-response service

What's Changing in Anacortes: Long-Range

- **40X Mount Vernon/Anacortes**
 - Extend night service
- **410 Anacortes**
 - Extend night service
- **Explore New Service Opportunities and Expand Micro Transit**
 - Deploy expansion of demand-response services

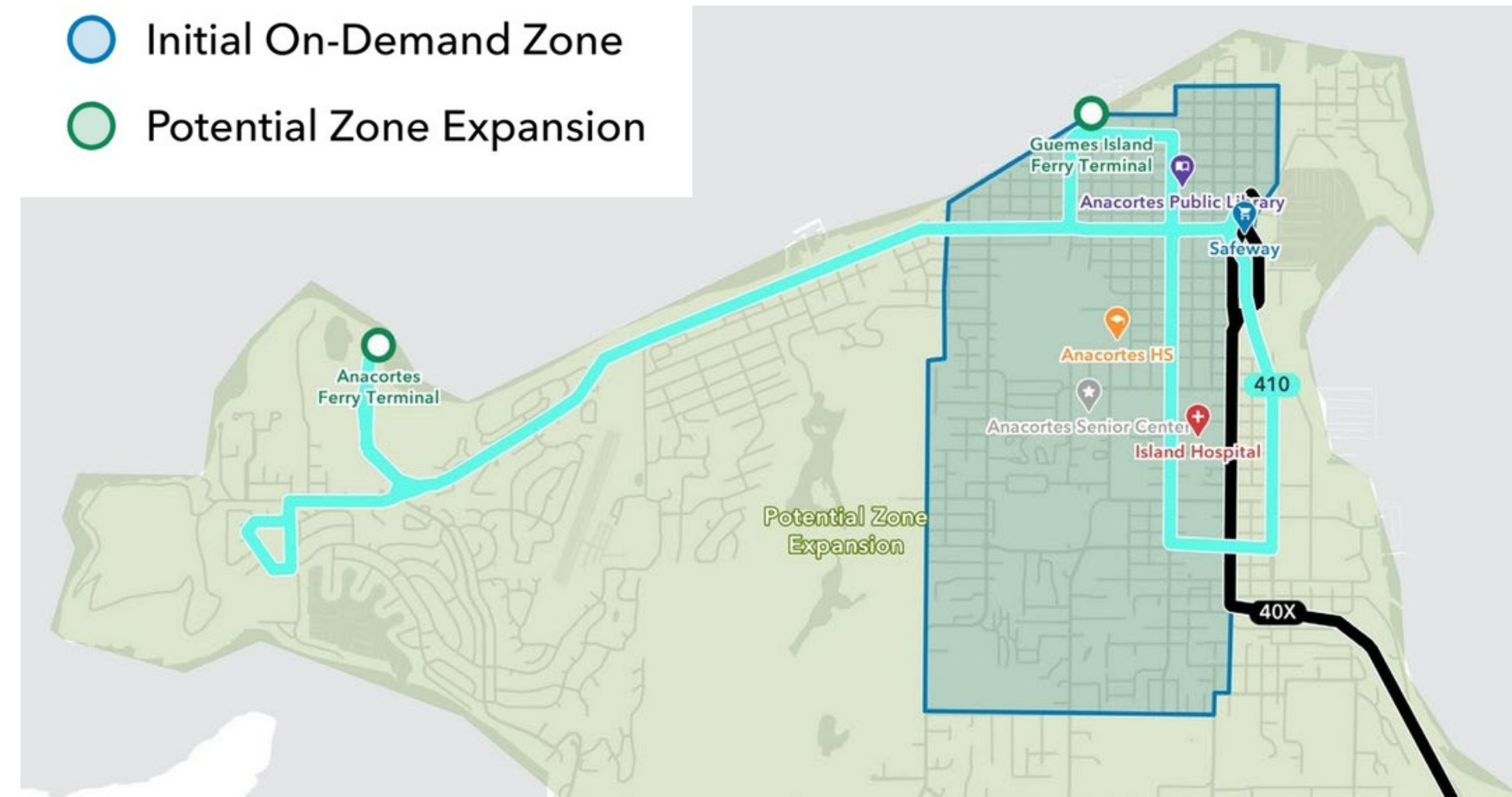
On-Demand Transit

- Fills gaps between fixed-route and paratransit services
- Ability to get point-to-point rides within a service zone
- Accessible vehicles dispatched by app or phone



On-Demand Transit

- Evaluated 5 potential areas
 - Anacortes
 - Bow/Edison
 - Burlington
 - Mount Vernon
 - Sedro-Woolley
- Anacortes emerged as the top candidate based on demographics, density, and pedestrian constraints
- With pilot funding, could start service relatively quickly

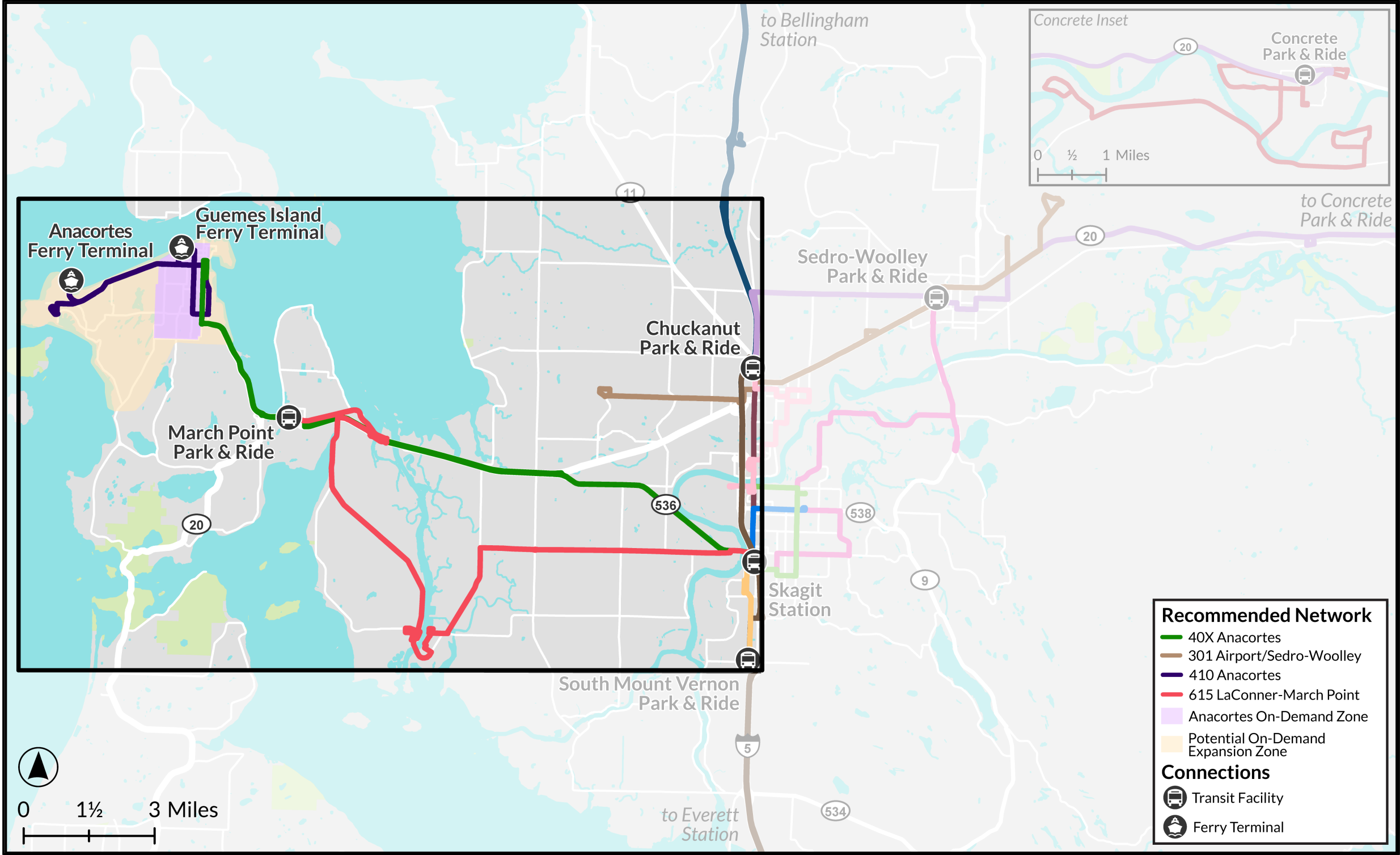
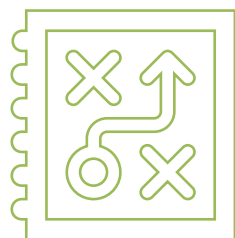


Other Investments

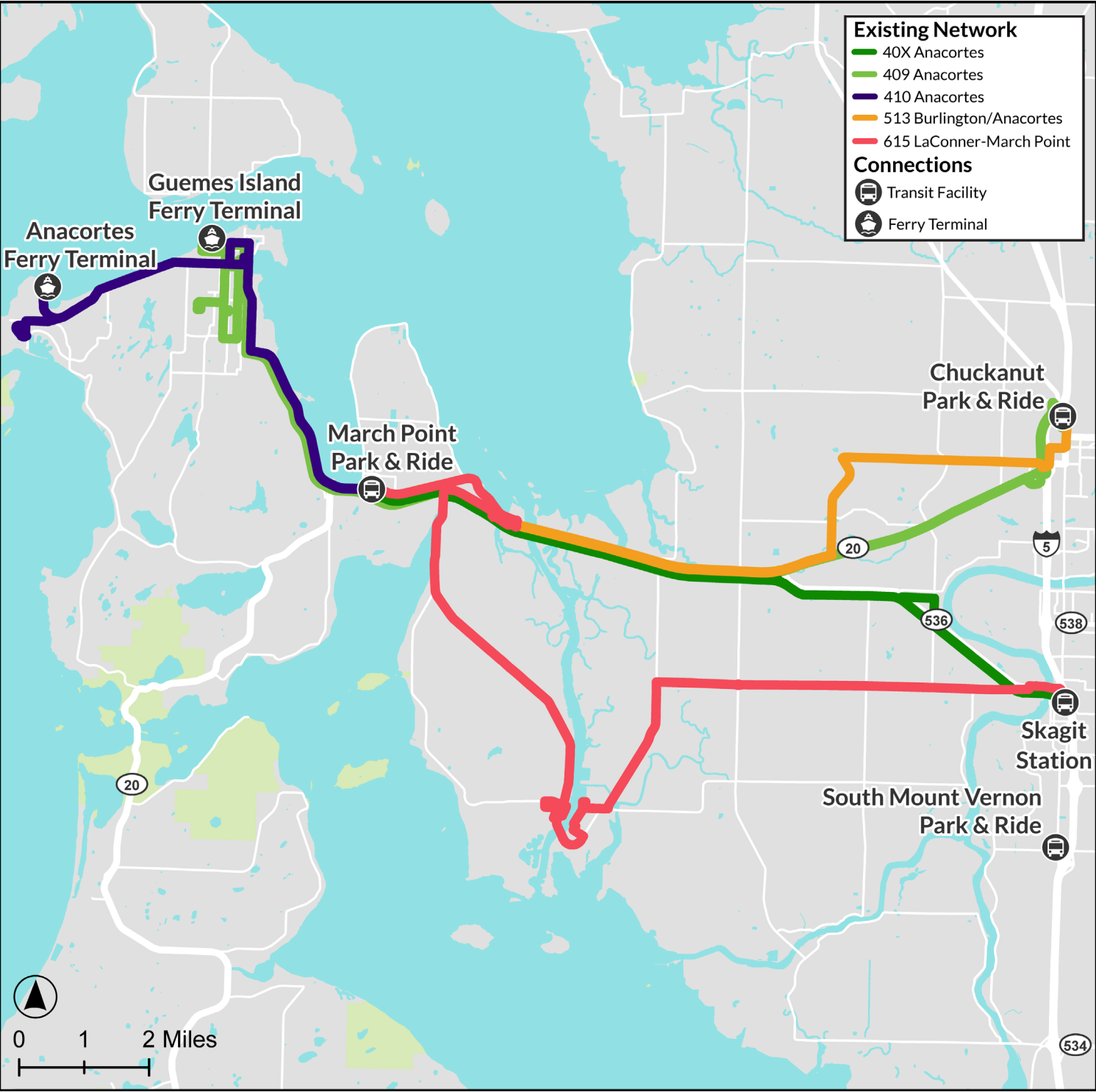
- Passenger and Operator Facilities
- Bus Stops
- Fleet Replacement and Expansion
- Transit Access and Integration



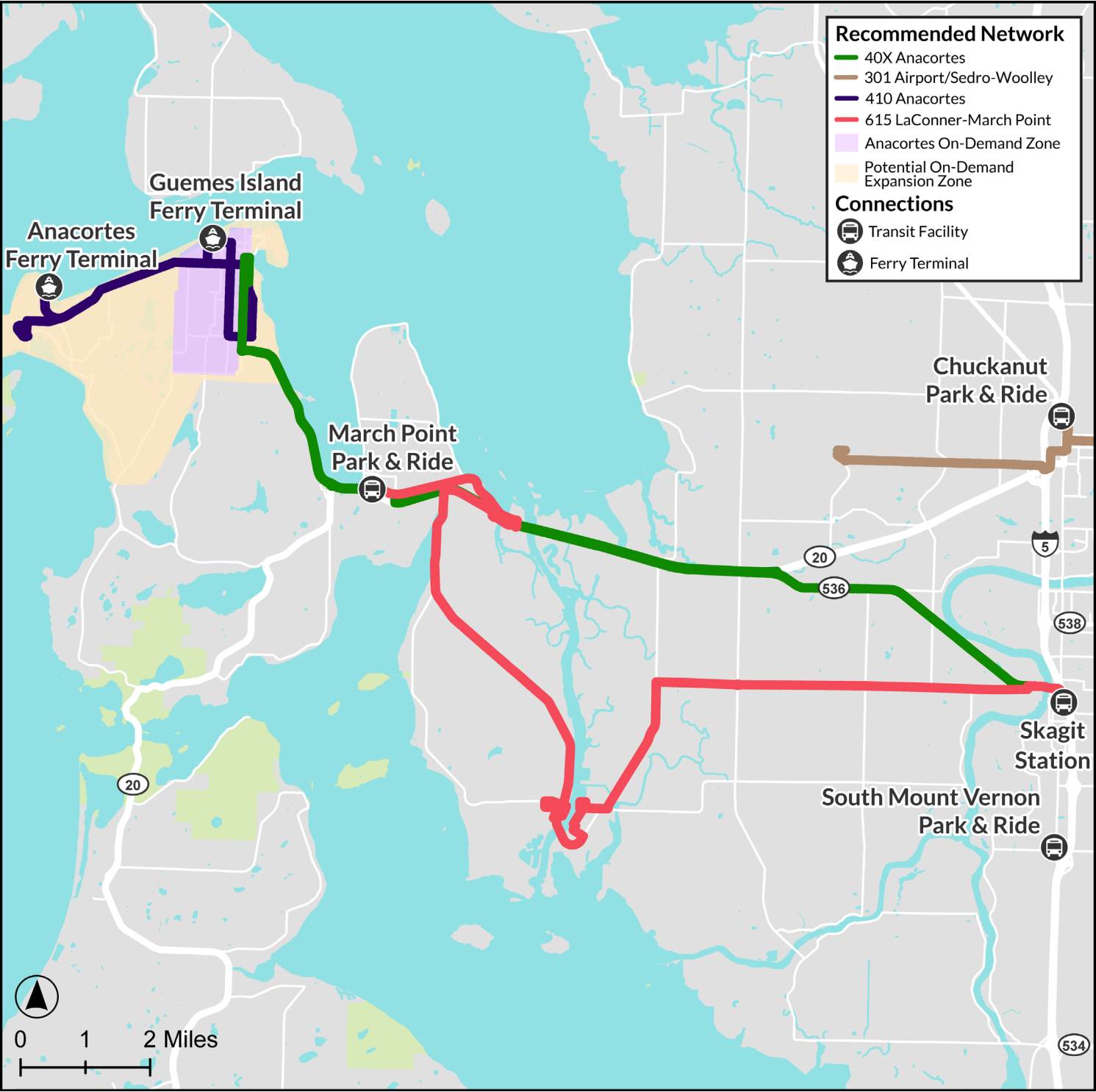
Route Recommendations: West County



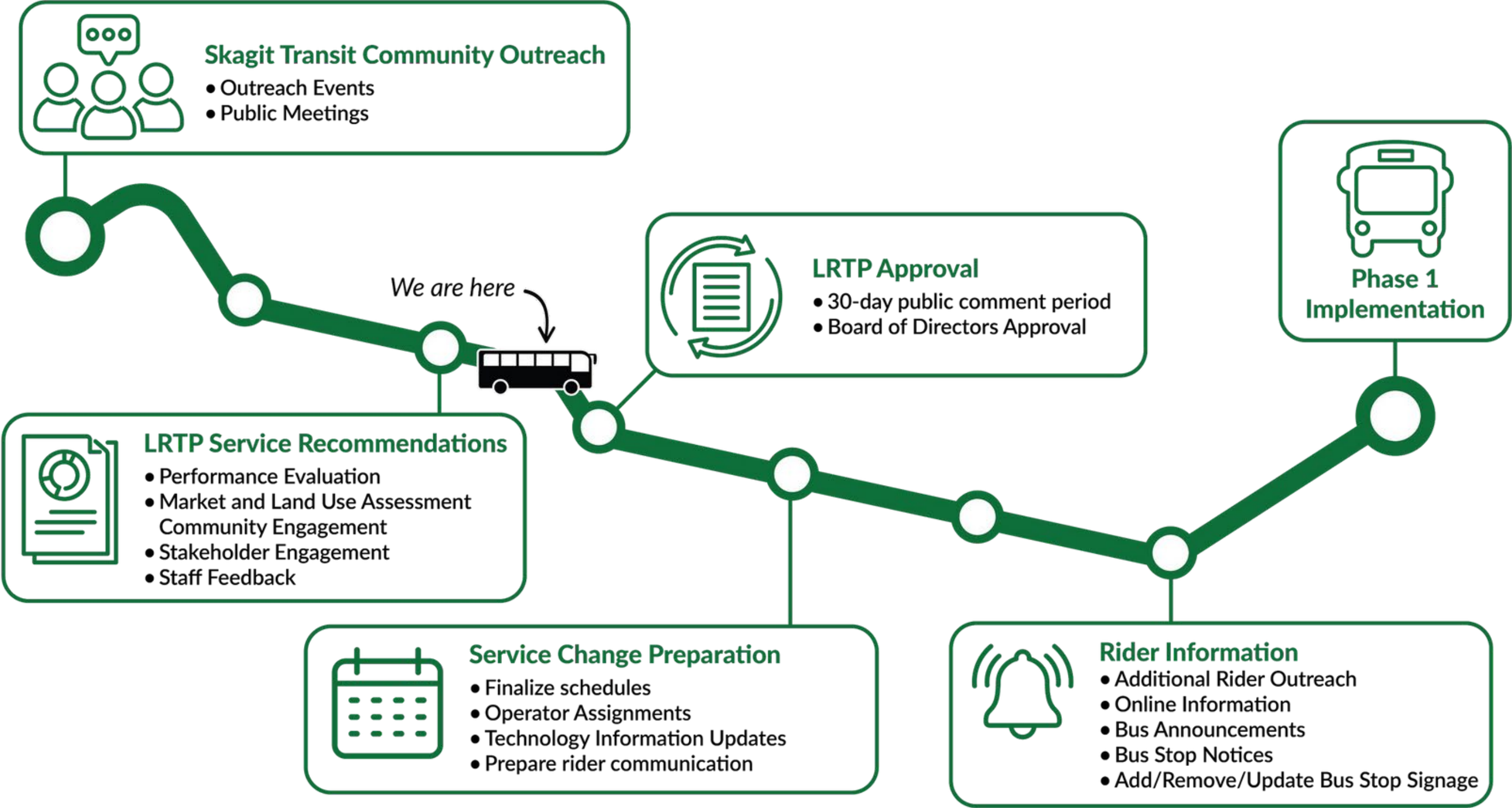
Existing



Recommended



Next Steps



SUBMIT FEEDBACK

In- Person at Skagit Station

105 E Kincaid St, Mount Vernon, WA 98273

Email Address

CustServ@SkagitTransit.org

Phone Number

(360) 757 - 4433



City Council Agenda Bill

Meeting Date: April 14, 2025 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: Sewer Pump Station No. 16 Upgrade #23-259-SEW-002

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 \$1,445,106.62 to Faber Construction Corporation to perform the Sewer Pump Station No. 16 Upgrade. The project consists of, in general, construction of new overflow wet well, addition of a new wastewater flow meter and vault, addition of a new stormwater catch basin and stormwater pipe, provision of a new potable water blow-off assembly, service meter, yard hydrant, and RPBA, new electrical and I&C equipment, and installation of a permanent diesel generator.

Background:

1. History: Pump Station 16 is located at the corner of Anaco Beach Road and Beachwood Lane. This station serves homes between Queen Ann Way, Marine Heights, and Anaco Beach. This sewershed is a known source of significant inflow and infiltration (I&I) and during peak rain events this station is near its acceptable maximum duty cycle and lacking in redundancy. Any mechanical or electrical power failure at this station during wet periods will quickly surcharge the 8" collector line along Anaco Beach Road and could result in a sanitary sewer overflow (SSO) to Clyde Creek, across one of the properties downslope, or through any one of the homes along Anaco Beach. This project is deemed necessary to insure against such an outcome. While I&I reduction efforts will continue in this area, such reductions are far from guaranteed and there still exists potential for further development within the sewershed, thus the decision was made to harden this station.

This project will increase hydraulic capacity of the lift station, create hydraulic storage in the event of mechanical failure, and install permanent backup power generation. The existing 20 HP Flygt pumps will be upgraded to 200 gpm capacity. A 20-ft deep storage vault with transfer pump will be able to store sewage up to several hours during peak

hourly storm flows. A Cummins 80kW genset with 24-hour fuel capacity will be permanently installed atop the storage vault. A magnetic flowmeter will be installed into the existing 4" force main.

A very tight project footprint, proximity to Clyde Creek, groundwater control during excavation, relocation of overhead utilities, and single-lane traffic control during construction are all complicating factors on this project. The project was designed without the need to adjust property boundaries or modify travel lanes, and without the need to redirect the creek crossing. The finished configuration of this lift station is expected to serve the City into the foreseeable future.

2. Key Terms:

- Contract is for a fixed price of \$1,445,106.62, which includes \$116,883.62 in 8.8% sales tax.
- All physical construction activities shall be completed Three Hundred and Ten (310) working days from the first working day following the Notice to Proceed

3. Competitive Bidding: On March 5, 2025 the City [solicited bids](#) for the subject project and on April 1, 2025 a bid opening was conducted and 7 bids were received. The lowest apparent bidder, Redpiont Contracting, contacted the City on April 2, 2025 requesting to withdraw their bid due to a significant mathematical error. After evaluation the City approved the bid withdrawal and Faber Construction Corporation was determined to be the lowest responsible bidder. The Engineer's Estimate for this project was \$1,526,000. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	Faber Construction Corporation
Contract Amount	\$1,445,106.62
Earmarked Funds	\$1,855,000 approved in CFP
BARS #	440.750.594.35.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	310 working days

Previous Action: Contract [23-259-SEW-001](#) with Wilson Engineering, LLC for the design of the project as awarded at the [1/2/2024](#) Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-259-SEW-002 with Faber Construction Corporation in the amount of \$1,445,106.62 to perform the Sewer Pump Station No. 16 Upgrade.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Bid Tabulation
2. 23-259-SEW-002
3. PS16_Upgrade Map

Opening: For:	March 27, 2025, 2:00 pm City of Anacortes Sewer Pump Station No. 16 Upgrade City of Anacortes Project # 23-259-SEW-002 Wilson Engineering Project # 2024-007			Engineer's Estimate		Redpoint Contracting 1777 S Burlington Blvd #470 Burlington Wa 98223 602-792-0013		Faber Construction 6951 Hannegan Rd Lynden Wa 98264 206-445-8992		Strider Construction Co. Inc. 4721 NW Drive Bellingham Wa 98226 360-380-1234		Boss Construction, Inc. 4945 Guide Meridian Bellingham Wa 98226 360-398-2300		Colacurcio Brothers, Inc 3287 H St. Rd. Blaine Wa 98230 360-332-4044		McClure & Sons, Inc. 15714 Country Club Drive Mill Creek Wa 98012 425-316-6999		Tiger Construction 6280 Everson Goshen Rd. Everson, WA 98247 360-966-2506	
Item No.	BASE BID ITEM	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Pump Station No. 16 Upgrade, Lump Sum	1.0	L.S.	\$543,284.03	\$543,284.03	\$398,652.00	\$398,652.00	\$542,964.00	\$542,964.00	\$840,000.00	\$840,000.00	\$891,161.00	\$891,161.00	\$934,400.00	\$934,400.00	\$888,180.00	\$888,180.00	\$600,000.00	\$600,000.00
	FORCE ACCOUNT ITEMS																		
2	City SCADA/PLC Programmer Services	1.0	F.A.	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00	\$33,500.00
	UNIT QUANTITY BID ITEMS																		
3	Excavation/Trench Safety System	1.0	L.S.	\$55,000.00	\$55,000.00	\$145,869.00	\$145,869.00	\$40,324.00	\$40,324.00	\$32,000.00	\$32,000.00	\$28,302.00	\$28,302.00	\$56,000.00	\$56,000.00	\$70,000.00	\$70,000.00	\$50,000.00	\$50,000.00
4	Preparation of SWPPP	1.0	L.S.	\$5,500.00	\$5,500.00	\$3,838.00	\$3,838.00	\$2,643.00	\$2,643.00	\$2,500.00	\$2,500.00	\$2,825.00	\$2,825.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00
5	Equipment and Maintenance Work for SWPPP	1.0	L.S.	\$8,250.00	\$8,250.00	\$29,716.00	\$29,716.00	\$26,287.00	\$26,287.00	\$8,000.00	\$8,000.00	\$24,367.00	\$24,367.00	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00
6.A	Dewatering Equipment and Installation	1.0	L.S.	\$55,000.00	\$55,000.00	\$69,323.00	\$69,323.00	\$100,786.00	\$100,786.00	\$40,000.00	\$40,000.00	\$24,408.00	\$24,408.00	\$70,000.00	\$70,000.00	\$90,000.00	\$90,000.00	\$532,000.00	\$532,000.00
6.B	Dewatering O&M	3.0	MO.	\$19,800.00	\$59,400.00	\$20,637.00	\$61,911.00	\$20,240.00	\$60,720.00	\$4,000.00	\$12,000.00	\$703.61	\$2,110.83	\$10,000.00	\$30,000.00	\$9,200.00	\$27,600.00	\$5,200.00	\$15,600.00
7	Traffic Control	1.0	L.S.	\$132,000.00	\$132,000.00	\$129,935.00	\$129,935.00	\$82,029.00	\$82,029.00	\$60,000.00	\$60,000.00	\$165,997.00	\$165,997.00	\$80,000.00	\$80,000.00	\$158,000.00	\$158,000.00	\$550,000.00	\$550,000.00
8	Electrical	1.0	L.S.	\$339,900.00	\$339,900.00	\$316,901.00	\$316,901.00	\$356,650.00	\$356,650.00	\$315,000.00	\$315,000.00	\$281,100.00	\$281,100.00	\$270,000.00	\$270,000.00	\$340,000.00	\$340,000.00	\$325,000.00	\$325,000.00
9	Potholing	5.0	EA.	\$2,200.00	\$11,000.00	\$745.00	\$3,725.00	\$846.00	\$4,230.00	\$2,300.00	\$11,500.00	\$1,875.80	\$9,379.00	\$800.00	\$4,000.00	\$1,100.00	\$5,500.00	\$650.00	\$3,250.00
10	Minor Changes	1.0	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
11	Record Drawings (Min. Bid Amount = \$5,000)	1.0	L.S.	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$6,317.00	\$6,317.00	\$5,000.00	\$5,000.00	\$6,170.00	\$6,170.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	EXTRA WORK ITEMS																		
12	Unsuitable Foundation Excavation	7.00	C.Y.	\$165.00	\$1,155.00	\$53	\$371.00	\$87	\$609.00	\$150	\$1,050.00	\$185	\$1,294.16	\$50	\$350.00	\$200	\$1,400.00	\$175	\$1,225.00
13	Boulder Removal	5.00	C.Y.	\$1,100.00	\$5,500.00	\$529.00	\$2,645.00	\$423.00	\$2,115.00	\$1,000.00	\$5,000.00	\$243.57	\$1,217.85	\$100.00	\$500.00	\$2,100.00	\$10,500.00	\$250.00	\$1,250.00
14	Removal of Buried Concrete	5.00	C.Y.	\$550.00	\$2,750.00	\$544.00	\$2,720.00	\$238.00	\$1,190.00	\$300.00	\$1,500.00	\$217.41	\$1,087.05	\$50.00	\$250.00	\$500.00	\$2,500.00	\$300.00	\$1,500.00
15	Geotextile Fabric	27.00	S.Y.	\$5.50	\$148.50	\$72.00	\$1,944.00	\$7.00	\$189.00	\$25.00	\$675.00	\$24.69	\$666.63	\$5.00	\$135.00	\$125.00	\$3,375.00	\$90.00	\$2,430.00
16.A	Gravel Borrow for Structural Fill, WSDOT 9-03.14(1)	20.00	TN.	\$46.20	\$924.00	\$122.00	\$2,440.00	\$53.00	\$1,060.00	\$685.00	\$13,700.00	\$118.09	\$2,361.80	\$25.00	\$500.00	\$135.00	\$2,700.00	\$70.00	\$1,400.00
16.B	Gravel Backfill for Pipe Zone Bedding, WSDOT 9-03.14(1)	10.00	TN.	\$46.20	\$462.00	\$32.00	\$320.00	\$53.00	\$530.00	\$745.00	\$7,450.00	\$127.69	\$1,276.90	\$30.00	\$300.00	\$135.00	\$1,350.00	\$70.00	\$700.00
16.C	Bank Run Gravel for Trench Backfill, WSDOT 9-03.19	10.00	TN.	\$46.20	\$462.00	\$74.00	\$740.00	\$50.00	\$500.00	\$210.00	\$2,100.00	\$94.24	\$942.40	\$25.00	\$250.00	\$135.00	\$1,350.00	\$70.00	\$700.00
17	Quarry Spalls, WSDOT 9-13.1(5)	10.00	TN.	\$33.00	\$330.00	\$122.00	\$1,220.00	\$64.00	\$640.00	\$175.00	\$1,750.00	\$108.93	\$1,089.30	\$45.00	\$450.00	\$135.00	\$1,350.00	\$100.00	\$1,000.00
18	Gravel Road Base, WSDOT 9-03.10	20.00	TN.	\$46.20	\$924.00	\$122.00	\$2,440.00	\$53.00	\$1,060.00	\$110.00	\$2,200.00	\$109.50	\$2,190.00	\$30.00	\$600.00	\$135.00	\$2,700.00	\$60.00	\$1,200.00
19	Crushed Surfacing Base Course, WSDOT 9-03.9(3)	10.00	TN.	\$93.50	\$935.00	\$134.00	\$1,340.00	\$57.00	\$570.00	\$160.00	\$1,600.00	\$109.50	\$1,095.00	\$40.00	\$400.00	\$135.00	\$1,350.00	\$80.00	\$800.00
20	Crushed Surfacing Top Course, WSDOT 9-03.9(3)	10.00	TN.	\$93.50	\$935.00	\$134.00	\$1,340.00	\$57.00	\$570.00	\$450.00	\$4,500.00	\$109.50	\$1,095.00	\$40.00	\$400.00	\$135.00	\$1,350.00	\$95.00	\$950.00
21	Hot Mix Asphalt	10.00	TN.	\$440.00	\$4,400.00	\$703.00	\$7,030.00	\$632.00	\$6,320.00	\$700.00	\$7,000.00	\$791.00	\$7,910.00	\$200.00	\$2,000.00	\$640.00	\$6,400.00	\$1,200.00	\$12,000.00
22.A	Dewatering - Additional Well Point	5.0	EA.	\$2,310.00	\$11,550.00	\$1,345.00	\$6,725.00	\$798.00	\$3,990.00	\$300.00	\$1,500.00	\$2,563.21	\$12,816.05	\$5,500.00	\$27,500.00	\$1,100.00	\$5,500.00	\$1,500.00	\$7,500.00
22.B	Dewatering O&M - Additional Time	90.0	C.D.	\$1,320.00	\$118,800.00	\$336.00	\$30,240.00	\$527.00	\$47,430.00	\$530.00	\$47,700.00	\$68.55	\$6,169.50	\$200.00	\$18,000.00	\$275.00	\$24,750.00	\$250.00	\$22,500.00
	Subtotal (Bid Items 1-22.B)				\$1,402,609.53		\$1,264,885.00		\$1,328,223.00		\$1,462,225.00		\$1,515,531.47		\$1,549,035.00		\$1,717,855.00		\$2,193,005.00
	Sales Tax (8.8%) (Bid Items 1-22.B)				\$123,429.64		\$111,309.88		\$116,883.62		\$128,675.80		\$133,366.77		\$136,315.08		\$151,171.24		\$192,984.44
	Total (Bid Items 1-22.B)				\$1,526,000.00		\$1,376,194.88		\$1,445,106.62		\$1,590,900.80		\$1,648,898.24		\$1,685,350.08		\$1,869,026.24		\$2,385,989.44

Indicates Correction to Bid Proposal



This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Faber Construction Corporation, a private contractor at 6951 Hannegan Rd, Lynden, WA 98264 (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 **PUMP STATION NO. 16 UPGRADE** in accordance with and as described in the Invitation for Bid entitled the same, No. 23-259-SEW-002. Incorporated by reference, and made a part hereof, are the Invitation for Bid aforementioned, current edition of the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10* and Amendments, except as modified by the Supplementary Conditions 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 Four Hundred Forty-Five Thousand One Hundred Six Dollars and Sixty-Two Cents (\$1,445,106.62)** which includes \$116,883.62 in 8.8% sales tax. 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 **Three Hundred and Ten (310) 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. **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.

- V. **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:

Faber Construction Corporation

Title

Date

SECTION 00 41 00 – BID PROPOSAL

Name of Bidder: Faber Construction Corporation

To: City of Anacortes
904 6th St
Anacortes, WA 98221

Project: Anacortes Pump Station No. 16 Upgrade

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:

My firm, association or corporation has 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.

BID ITEMS

ITEM		APPROX. QTY	UNIT	UNIT PRICE	AMOUNT
BASE BID ITEM					
1	Pump Station No. 16 Upgrade	1.0	L.S.	542,964.00	542,964.00
FORCE ACCOUNT ITEMS					
2	City SCADA / PLC Programmer Services	1.0	F.A.	\$33,500	<u>\$33,500</u>
UNIT QUANTITY BID ITEMS					
3	Excavation/Trench Safety System	1.0	L.S.	40,324.00	40,324.00
4	Preparation of SWPPP	1.0	L.S.	2,643.00	2,643.00
5	Equipment and Maintenance Work for SWPPP	1.0	L.S.	26,287.00	26,287.00
6.A	Dewatering Equipment and Installation	1.0	L.S.	100,786.00	100,786.00
6.B	Dewatering O&M	3.0	MO.	20,240.00	60,720.00

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

PUMP STATION NO. 16 UPGRADE
CITY OF ANACORTES, WASHINGTON

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BID PROPOSAL
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SECTION 00 41 00 – BID PROPOSAL

7	Traffic Control	1.0	L.S.	82,029.00	82,029.00
8	Electrical	1.0	L.S.	356,650.00	356,650.00
9	Potholing	5.0	EA.	846.00	4,230.00
10	Minor Changes	1.0	EST.	\$5,000	<u>\$5,000</u>
11	Record Drawings (Min. Bid Amount = \$5,000)	1.0	L.S.	6,317.00	6,317.00
	SUBTOTAL UNIT QUANTITY BID ITEMS 1-11				\$1,261,450.00

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SECTION 00 41 00 – BID PROPOSAL

EXTRA WORK ITEMS

ITEM		APPROX. QTY	UNIT	UNIT PRICE	AMOUNT
12	Unsuitable Foundation Excavation	7.00	C.Y.	87.00	609.00
13	Boulder Removal	5.00	C.Y.	423.00	2,115.00
14	Removal of Buried Concrete	5.00	C.Y.	238.00	1,190.00
15	Geotextile Fabric	27.00	S.Y.	7.00	189.00
16.A	Gravel Borrow for Structural Fill, WSDOT 9-03.14(1)	20.00	TN.	53.00	1,060.00
16.B	Gravel Backfill for Pipe Zone Bedding, WSDOT 9-03.12(3)	10.00	TN.	53.00	530.00
16.C	Bank Run Gravel for Trench Backfill, WSDOT 9-03.19	10.00	TN.	50.00	500.00
17	Quarry Spalls, WSDOT 9-13.1(5)	10.00	TN.	64.00	640.00
18	Gravel Road Base, WSDOT 9-03.10	20.00	TN.	53.00	1,060.00
19	Crushed Surfacing Base Course, WSDOT 9-03.9(3)	10.00	TN.	57.00	570.00
20	Crushed Surfacing Top Course, WSDOT 9-03.9(3)	10.00	TN.	57.00	570.00
21	Hot Mix Asphalt	10.00	TN.	632.00	6,320.00
22.A	Dewatering - Additional Well Point	5.0	EA.	798.00	3,990.00
22.B	Dewatering O&M – Additional Time	90.0	C.D.	527.00	47,430.00
	SUBTOTAL EXTRA WORK ITEMS 12-22				\$66,773.00

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SECTION 00 41 00 – BID PROPOSAL

	SUBTOTAL ITEMS 1-22		\$ \$1,328,223.00
	8.8% SALES TAX (City of Anacortes)		\$ \$116,883.62
	TOTAL BID		\$ \$1,445,106.62

Note 1: Mobilization items and partial payments for Mobilization shall be in accordance with WSDOT Standard Specifications Section 1-09.7.

Note 2: See Section 00 24 13 – Scopes of Bids for more description of each bid item.

Note 3: Payments will be made for actual quantities of bid items installed on the project. Estimated contract quantities provide contingencies with respect to rock and miscellaneous alignment adjustments; and to establish a not-to-exceed level of construction cost for Owner's planning purposes. If required by actual field conditions, bidders should be prepared to perform all expected and contingency work reflected in the estimated contract quantities and in the quantity ranges identified for additive and deductive unit prices. Bidders should not, however, expect to be paid the total contract price if the contingency quantities are not required to be installed by actual field conditions.

Time for Completion

See Supplementary Condition 14 - Completion Date for completion time requirements.

Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum as specified in the General Conditions for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract by change order or from the Contractor's application for payment as determined by Owner in its sole discretion.

Contractor is required to pay Washington State Prevailing Wages. All work performed on this project will be subject to the prevailing state wage rates.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. <u>1</u>	Addendum No. <u>2</u>	Addendum No. <u>3</u>
Addendum No. _____	Addendum No. _____	Addendum No. _____

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

PUMP STATION NO. 16 UPGRADE
CITY OF ANACORTES, WASHINGTON

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BID PROPOSAL
PAGE 4 OF 5

SECTION 00 41 00 – BID PROPOSAL

Bid Deposit

A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

Name of Firm _____

NOTE: If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.

Signed by Ben Faber, Official Capacity President

Print Name Faber Construction Corporation

Address 6951 Hannegan Rd.

City Lynden State Washington Zip Code 98264

Date 4/1/2025 Telephone 360.354.3500

State of Washington Contractor's License No. FABERCC887B8

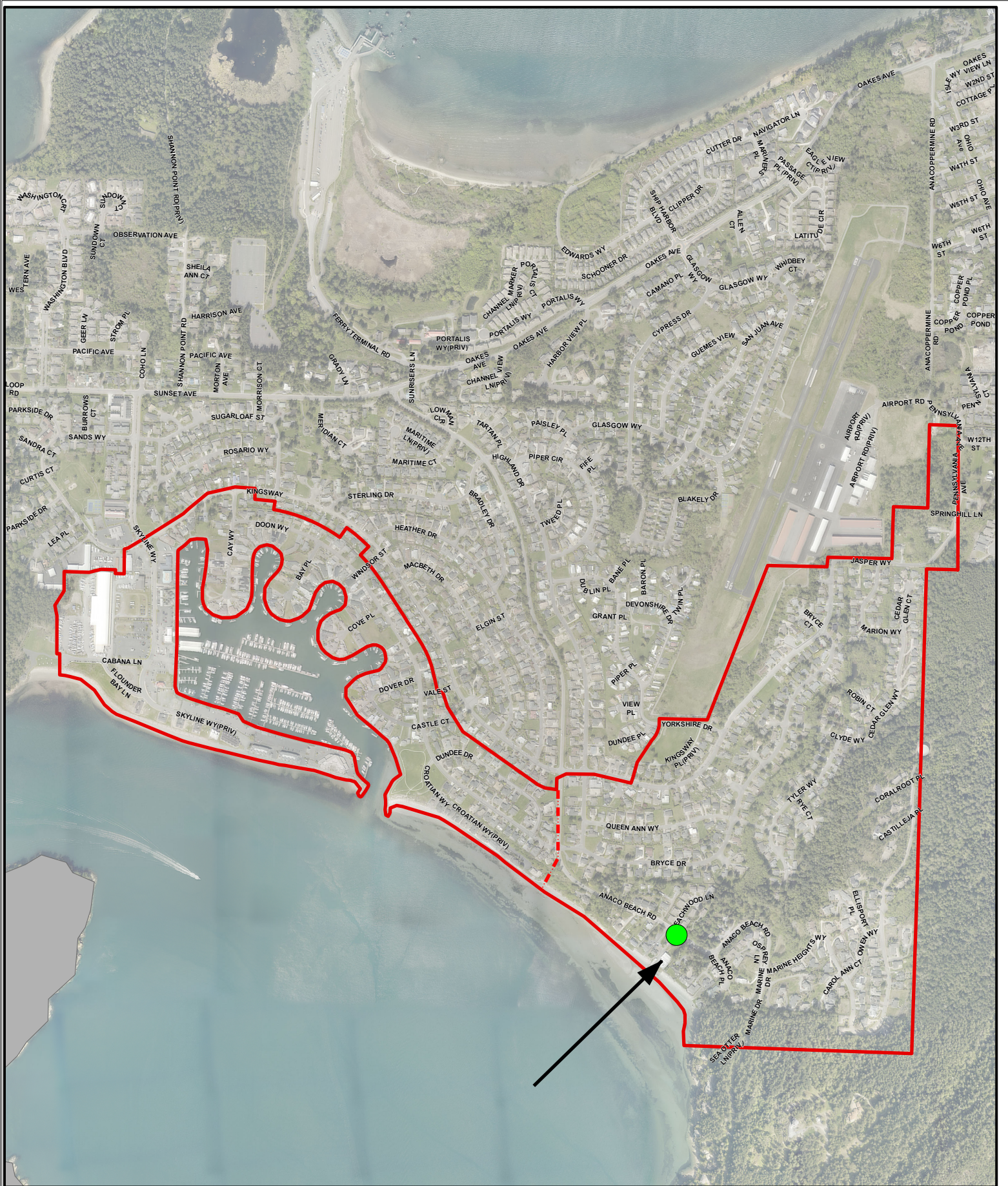
Federal Tax ID # 91-1507485 e-mail address: Ben@faberconstruction.com

Employment Security Department No. 713298-00-1

UBI No. 601 268 821

END OF SECTION

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



Sewer Pump Station #16 Upgrade





City Council Agenda Bill

Meeting Date: April 14, 2025 **Agenda Item:** 6.d.

Agenda Item Title: Anacortes Able Housing Initiative Letter of Support

Staff Contact(s): Carolyn Moulton, TJ Fantini, Ryan Walters

Approved for Submittal to Council by **Action Type**
Steve Hoglund Motion

Item Summary: This proposed letter of support would demonstrate the City's strong support for the Anacortes Able Housing Initiative (AAHI) and their current state funding request.

AAHI was formed by a group of parents of adult children with Intellectual Developmental Disabilities (IDD) living in or near Anacortes. So far, 45 IDD adults have been identified as living here, most with their families or caregivers or both. A few are independent enough to live in apartments, but all 45 require some type of support.

The parents and caregivers of these IDD adults are aging themselves, and if and when they can no longer care for them, these IDD adults are at extreme risk of being placed by the State of Washington in any available bed, away from their home, friends, community, jobs, routines and medical, dental and mental health support systems.

AAHI is currently seeking funding from the State of Washington to create and sustain three supported living homes and three detached Accessory Dwelling Units. AAHI is included at a small amount in our draft CDBG plan for funding from the city.

More information about the group is at <https://anacortesablehousing.org/>

Budget Impact:
N/A

Previous Action: The City Council Housing Affordability and Community Services committee received a presentation from the Anacortes Able Housing Initiative in October 2024. The HACCS committee identified the looming problem of continued support for disabled adults in our January 2022 report to City Council.

Recommended Motion: I move that the City Council approve the letter of support as presented.

Alternative Actions:

Attachments (listed in order presented):

1. Able Housing Letter of Support 22025



April 14, 2025

Housing Trust Fund
Department of Commerce
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

To Whom It May Concern:

We write in strong support of the Anacortes Able Housing Initiative and their application for housing program funding.

Anacortes’s 2023 Housing Action Plan identified vulnerable populations including disabled adults as one of our top five categories of need, with about half of the households with disabled household members earning less than 80% AMI. Similarly, our 2022 Housing Affordability and Community Services Committee’s report on unmet needs in Anacortes identified aging parents who are currently caring for their disabled adult children as a looming crisis.

The Anacortes Able Housing Initiative’s plan to create affordable housing tailored to the unique needs of extremely low-income people with Intellectual and Developmental Disabilities (IDDs) will break traditional barriers such as income and disability status and allow their tenants to continue to live fulfilling, independent lives. The City of Anacortes values these members of our community and stands in strong support of this goal.

We thank the committee for consideration of the Anacortes Able Housing Initiative’s application.

Sincerely,

Matt Miller
Mayor

Ryan Walters
Ward 1

Christine Cleland-McGrath
Ward 2

TJ Fantini
Ward 3

Amanda Hubik
Position 4

Bruce McDougall
Position 5

Carolyn Moulton
Position 6

Anthony Young
Position 7



City Council Agenda Bill

Meeting Date: April 14, 2025 **Agenda Item:** 6.e.

Agenda Item Title: AHA Olson Project Letter of Support

Staff Contact(s): Christine Cleland-McGrath, Carolyn Moulton, Ryan Walters

Approved for Submittal to Council by **Action Type**
Steve Hoglund Motion

Item Summary: This proposed letter of support would demonstrate the City's strong support for the Anacortes Housing Authority (AHA) and their application for a Skagit County housing grant. The Anacortes Housing Authority is applying for up to \$1 million in grant funds from Skagit County for the Olson building project. The City Council Housing Affordability and Community Services Committee has worked with AHA in support of the project and has drafted this letter of support.

AHA and the City have a long history with the Olson Building (220 Commercial Ave). The Port deeded to the AHA as a condition of the City's vacation of the alley between 2nd and 3rd Street. The City included the Olson Building as one of three projects that it is funding as part of the affordable housing sales tax that voters approved in February 2020. (The other two projects--AHA's Birch Tree townhouses and AFC's Landing apartments were completed in 2022 and 2023, respectively, and yielded a combined 26 units.) AHA continues to work on redevelopment of the Olson Building, which is a more complicated project than the other two. The project was recently delayed by the attached BikeSpot building and the Port's concern that demolition work at the Olson Building may affect the structural stability of Marine Supply. These issues have now been resolved. AHA is currently working to redesign the project to achieve 26 dwelling units above the first floor commercial space.

The funding source for the Skagit County grant is referred to as ".09 funds" in reference to the amount of the sales tax. These funds have historically been available only for public facilities that support economic development, but in 2025, these funds are being made available for housing projects as enabled by a recent change in state law. The County has banked and set aside \$3 million from this funding source for housing projects that will not be in competition with economic development projects.

Budget Impact:

N/A

Previous Action: Council previously approved the affordable housing sales tax measure (2020) and subsequent funding contract for three projects including the AHA's Olson Building.

Recommended Motion: I move that the City Council approve the letter of support as presented.

Alternative Actions:

Attachments (listed in order presented):

1. Olson Project Letter of Support 2025



April 14, 2025

Economic Development Grant Advisory Committee
Skagit County
1800 Continental Place Suite 100
Mount Vernon WA 98273

Committee Members:

We write in strong support of the Anacortes Housing Authority's 2025 Economic Development Public Facility Project Application for the Olson Building workforce housing project.

The City of Anacortes is a primary funder of the Olson project through our 1/10 of 1% affordable housing sales tax, approved by Anacortes voters in 2020. To date, these funds have built 26 units of affordable housing by the Anacortes Housing Authority and Anacortes Family Center. The Olson Building project is currently expected to yield an additional 26 units, located in our downtown core.

Housing availability and affordability are key constraints on economic development in Anacortes. The Olson project is consistent with City of Anacortes policies set forth in our Affordable Housing Strategic Plan (2017) and our Housing Action Plan (2023) to support low-cost housing that will allow people who work in Anacortes to choose to live in Anacortes. Living locally will help reduce traffic, eliminate long commutes, encourage community engagement, and bring new vitality to the downtown. It also will help local businesses to recruit and retain employees.

AHA has worked diligently through the pandemic, high inflation, and high interest rates to craft this project as one that honors the will of Anacortes voters and makes efficient use of taxpayer funds. We thank the committee for its careful consideration of the Olson project application.

Sincerely,

Matt Miller
Mayor

Ryan Walters
Ward 1

Christine Cleland-McGrath
Ward 2

TJ Fantini
Ward 3

Amanda Hubik
Position 4

Bruce McDougall
Position 5

Carolyn Moulton
Position 6

Anthony Young
Position 7