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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

May 5, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Public Works Committee (Report)
4. **Public Comment**
 - a. Written Public Comment - William Turner
5. **Consent Agenda**
 - a. Minutes of April 28, 2025 (Action)
 - b. Approval of claims in the amount of \$1,038,619.99 (Action)
 - c. Contract Award: 2025 Critical Areas Regulations BAS Update #25-139-PLN-001 (Action)
6. **Other Business**
 - a. Contract Award: Commercial Avenue Water Service Replacements #25-119-WTR-001 (Action)
 - b. Contract Award: Ben Root Skate Park Restroom & Parking Lot Project - Design #25-136-PRK-001 (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.

From: [William Turner](#)
To: [City Council](#); [CityClerk](#)
Cc: lindajm1@gmail.com; [Mark](#); [Matt Miller](#); [Matson James](#)
Subject: Are we moving to Autocracy? Where is public participation?
Date: Saturday, May 3, 2025 11:42:07 AM

***** This email is from outside the City of Anacortes network. Please use caution when clicking on links, opening attachments, or replying. *****

>

>> Dear Council and concerned citizens,

>> I am worried. Anacortes City government is creating a new 2025 Comp plan (CP) this year and I cannot find any evidence that they take seriously the State requirements for PUBLIC PARTICIPATION.

>> For almost a year, I have sent numerous emails with comments about CP to Council and Planning Commission, including staff, and I get almost no response. How will I, as a citizen and voter, be able to participate in deciding the future of Anacortes if our elected leaders don't want to listen to me and others, and respond? Is this a new policy? How will I choose who to vote for if they never reply to my email outlining their agenda for my consideration.

>> The real problem here is that Anacortes is ignoring Washington State law requireIng "continuous public participation, in forming CP". This may come back to bite them as it opens them to lawsuits. Heck!! Even our "A Town Magazine" only gives the CP lip service (a crossword puzzle, really!). I can only assume they think they know better than its citizens.

>> There is a lot at stake here, our environment, housing, population density, climate change, and everything in between. In my opinion our City government has moved right, and is becoming more authoritarian, meaning they don't need the citizens (voters) opinion to make decisions. As example, they can't even supply minutes of Planning Commission meetings in less than 5 months.

>> I know this because I was on Council for 8 years (2005-2013.) Then, all of the Council were encouraged to reply to emails and questions at meetings. I never missed an opportunity to explain the actions or thinking of the City, or my own opinion. What I believe now is that Council and staff are encouraged NOT to reply to questions, as it's just takes too much time to do their job, too much liability.

>> Maybe the public doesn't care? I really don't think so. The local newspaper has no serious editorial positions, letters to editors are slim to none, and the paper has made no effort to expose the machinations of this process, and its seriousness! Are we in an autocracy, or a democracy!

>> The City has made little effort in outreach to citizens. An occasional open meeting at town hall is not enough. I have attended several council and Planning Commission meetings recently and few people show up. The contractor who was hired to help us, (Makers Inc.) is there at these meetings, and informs us of some requirements, but we citizens are not asked our opinions. How about a mailer?

>> I realize that people are busy, the issues are complex, and sometimes hard to figure out, that people may not trust their government, but we need more public input. The CP is required to be completed this year. So many elements are yet to be completed that they can be reviewed by public, including the Sewage Treatment capacity study, and final Storm Water plan required by State, both of which were promised completion by end of 2024. This is very important stuff that decisions will flow from.

>> And to top it off, it appears the head of Planning Commission thinks climate change is either a hoax or not important enough to consider. Fidalgo Island has a large number of sensitive ecosystems and differing geological elements that I hope we want to maintain.

>> It is my opinion that we need more transparency, more public participation and a Mayor who cares enough for our community to put aside their personal agenda to move forward in preparing for the future.

>> Rob Walters, new mayoral candidate, has been part of the problem as he has actually stated "planning commission does not need to ask for public input," which is required by our own rules. So much of our Council's agenda is secretive. Before I vote this fall I want to know the agenda of our council and Mayor, and are they preparing us for the future?

>> I hope to see more candidates this fall.

>> Bill Turner

2012 I Ave
Anacortes, Wa 98221
360-202-6287

Sent from m
Sent from my iPad

Anacortes City Council Minutes - April 28, 2025

Call to Order

Mayor Matt Miller called to order the April 28, 2025, Anacortes City Council meeting at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Bruce McDougall were present. Councilmember Amanda Hubik participated in the meeting remotely via Zoom.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller thanked the Parks Department and San Juan Montessori School for their assistance with the tree planting on Arbor Day at Altair Americus Park. He then announced that the Guemes Island Ferry haul out would be extended by at least a week and a half with updated information available at [Guemes Island Ferry](#), that the Skagit Transit Long Range Transit Plan is open for [public comment](#) through May 14th, and that a San Juan County [Marine Transportation Services Pilot Program](#) would offer free passenger service to San Juan county from Cap Sante Marina and emergency inter-island passenger and barge service through June 30, 2025. Finally, Mayor Miller announced that the Independence Day parade [float](#) and [grand marshal](#) applications are available online or at the Senior Center.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included [public comments](#) regarding the climate element of the [Comprehensive Plan Update](#) and the potential footprint of battery storage facilities for the Guemes Island Ferry and/or Washington State Ferry.

Fiber Committee

Mr. McDougall reported from the Fiber Committee meeting held April 23rd. The topics discussed included a subscription update with 2,667 customers in service as of April 23rd, just shy of a 53% city-wide take rate, a Department of Commerce Economic Development Administration grant construction update with the project being 75% complete and the final federal reimbursement pending construction completion, the April 1st arrival of Corby Stevens as the new network engineer, and the installation of a fourth optical line terminal signal aggregator in the city operations yard that will serve the southwest portion of the service area.

Finance Committee

Ms. Cleland-McGrath reported from the Finance Committee meeting held April 24th. The topics discussed included the most recent month's revenue reports, the kickoff of the Capital Facilities Plan that will be discussed at the City Council-Mayor retreat on June 12th, wholesale versus retail water utility taxes, and an update on the content management and retention capabilities of the new Enterprise Resource Planning application. Mr. Walters added that the discussion regarding sales tax was about increasing revenues, not sales tax rates.

Mr. Fantini commended the planning teams for the successful community events, Luminary Light Parade and Procession of the Species, celebrating Earth Day.

Public Comment

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

Linda Martin of Anacortes requested that the Council provide a report on how the city fared on its legislative priorities and what actions each Councilmember took in support of those priorities.

Consent Agenda

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

a. Minutes of April 21, 2025

b. Approval of claims in the amount of \$487,038.12

The following vouchers/checks were approved for payment:

EFT numbers: 112330 through 112374, total \$224,687.77

Check numbers: 112329 through 112382, total \$243,015.39

Wire transfer numbers: 367948 through 368327, total \$19,334.96

c. Special Event: Samish Indian Nation Missing or Murdered Indigenous Persons

Other Business

Contract Modification: WWTP Pump Station 16 Reconstruction - Design #23-259-SEW-001

Public Works Director Andrew Rheume introduced the proposed modification to contract #23-259-SEW-001 with Wilson Engineering, LLC for the amount of \$181,712.00, increasing the total contract price to \$440,002.00, to provide construction phase services for the Sewer Pump Station 16 Upgrade project.

TJ Fantini moved, seconded by Anthony Young, to authorize the mayor to sign the modification to contract #23-259-SEW-001 with Wilson Engineering, LLC.

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

Resolution 3181: Personnel Policy Updates

Human Resources Director Kendall Moyle introduced proposed Resolution 3181 that would update the city's personnel policies, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Appreciation of the inclusion of telecommuting in the employee manual
 - How two days per week were chosen versus three or more.
 - Helping to limit construction or division of new / current office space.
 - Enhancing retention and increasing competitiveness for recruitment
- Policy 605 review to fully comply with the statute.
- Adapting to existing practices and changes in state law
 - Periodicity of future policy reviews.
- Employee feedback summary

Christine Cleland-McGrath moved, seconded by TJ Fantini, to adopt Resolution 3181 adopting the city's personnel policies.

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

Executive Session

Potential Litigation or Litigation per RCW 42.30.110(1)(i) (15 minutes)

Mayor Miller announced that City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 (i) for approximately 15 minutes to discuss potential litigation or litigation. The mayor advised that the regular meeting would then adjourn with no final action having been taken. Councilmembers TJ Fantini, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik attended the executive session.

At 6:41 pm, Mayor Miller called the meeting back to order and announced that the executive session had concluded with no action having been taken.

Adjournment

There being no further business, at approximately 6:41 pm the Anacortes City Council meeting of April 28, 2025, was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the May 5, 2025 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
368424	1/23/2025	218792	WALTER E NELSON CO	BLUE GARBAGE BAGS	\$ 6,250.10	finance
368342	1/30/2025	821252	BLADE CHEVROLET, INC	PARTS FOR VEHICLE #3010	\$ 48.67	dshop
368556	1/31/2025	1719	WIDENER & ASSOCIATES	ON-CALL ENVIRONMENTAL PERMITTING - FIDALGO MARINA REPAIRS	\$ 4,954.98	pw1
368340	1/31/2025	821278	BLADE CHEVROLET, INC	PART FOR VEHICLE #3010	\$ 122.40	dshop
368589	2/11/2025	934082143	GRAYBAR ELECTRIC COMPANY, INC	CORTECA SUBSCRIPTION, MAR 2025 - MAR 2026	\$ 10,536.19	fiber
368681	3/22/2025	INV3782	CRITICAL INSIGHT, INC	FIREEYE ANNUAL 2025 RENEWAL FOR MAINTENANCE AND SUPPORT FEES - 3/22/25-3/21/26	\$ 7,640.11	infosys
368567	3/24/2025	19627	WILSON ENGINEERING, LLC	WWTP PUMP STATION 16 RECONSTRUCTION - DESIGN - THROUGH 3/21/25	\$ 5,665.64	pw1
368569	3/31/2025	1764	WIDENER & ASSOCIATES	ON-CALL ENVIRONMENTAL PERMITTING - FIDALGO MARINA REPAIRS - MARCH 2025	\$ 6,460.80	pw1
368588	3/31/2025	31628777	KIMLEY-HORN AND ASSOCIATES, IN	ON-CALL TRANSPORTATION ENGINEERING SERVICES - MARCH 2025	\$ 6,555.00	pw1
368501	4/1/2025	INV00668684	USA BLUE BOOK	BUFFER	\$ 42.95	dwtpt
368584	4/5/2025	319018	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; FEB 2025	\$ 97.50	apd
368562	4/7/2025	31853	ANCHOR QEA, INC	A AVENUE LANDFILL MATTER NO. 200	\$ 622.25	pw1
368563	4/7/2025	31854	ANCHOR QEA, INC	FORMER WTP MATTER NO. 96	\$ 1,453.75	pw1
368416	4/11/2025	ReimbFerris	FERRIS, JOSEPH	DOT PHYSICAL	\$ 150.00	wdist
368590	4/14/2025	9300006670	GRAYBAR ELECTRIC COMPANY, INC	FIBER CABLE CLAMP	\$ 835.58	fiber
368592	4/15/2025	0001803	CITY OF BURLINGTON	RACK FEE & DARK FIBER, APR 2025	\$ 487.18	fiber
368344	4/15/2025	B19634674	SHI INTERNATIONAL CORP.	APPLE IPAD A16 WIFI TABLETS (QTY 11)	\$ 4,009.28	infosys
368680	4/16/2025	16008358	PAPE MACHINERY INC.	PARTS FOR VEHICLE #714	\$ 117.29	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
368333	4/18/2025	INV/2025/03534	BRANOM INSTRUMENT CO .INC	SUPPLIES FOR WATER MAINTENANCE	\$ 171.38	wdist
368332	4/18/2025	INV/2025/03601	BRANOM INSTRUMENT CO .INC	SUPPLIES FOR WATER MAINTENANCE	\$ 1,468.79	wdist
368573	4/19/2025	287334328849X03 27202	AT&T MOBILITY, LLC	City Cell Phones 3/20-4/19/24	\$ 4,529.29	infosys
368574	4/19/2025	287334328875X03 27202	AT&T MOBILITY, LLC	City Cell Phones 3/20-4/19/25	\$ 7,725.50	infosys
368339	4/19/2025	311555	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 1,342.26	dshop
368338	4/19/2025	311809	LAKESIDE INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 432.43	dshop
368671	4/20/2025	6111525900	VERIZON WIRELESS	SCADA COMMUNICATIONS 3/21 TO 4/20/25	\$ 1,249.22	dwwtp
368672	4/21/2025	14465224	HACH COMPANY	LAB INSTRUMENTS	\$ 17,005.15	dwwtp
368550	4/21/2025	4186503	ZOLL MEDICAL CORPORATION	FLOW SENSOR CONNECTORS	\$ 659.22	medic
368566	4/21/2025	Pay App 9	STRIDER CONSTRUCTION CO, INC	WWTP OUTFALL RELOCATION - MARINE AND UPLAND	\$ 293,291.07	pw1
368417	4/22/2025	0077343	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 1,277.05	wdist
368659	4/22/2025	1720007263	PATEL DDS, RAMAN	DENTAL COPAY, LEOFF 1 RETIREES, GERALD HEIN	\$ 152.00	hr
368337	4/22/2025	1780432	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 282.50	dshop
368583	4/22/2025	2025Q1-24	SKAGIT COUNTY INFORMATION	1ST QTR 2025 - SPSS SERVICES	\$ 11,501.78	apd
368419	4/22/2025	25-10529	EUROFINS ENVIRONMENT TESTING	LAB TESTING - EFFLUENT NUTRIENTS MONTHLY	\$ 108.57	dwwtp
368420	4/22/2025	25-10688	EUROFINS ENVIRONMENT TESTING	LAB TESTING - SIDE STREAM NITROGEN MONTHLY	\$ 44.65	dwwtp
368421	4/22/2025	25-10690	EUROFINS ENVIRONMENT TESTING	LAB TESTING - INFLUENT NITROGEN MONTHLY	\$ 44.65	dwwtp
368334	4/22/2025	377342A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 116.49	pwfac
368336	4/22/2025	377571	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 1,923.33	pwfac
368335	4/22/2025	377683	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 62.09	pwfac
368551	4/22/2025	4187133	ZOLL MEDICAL CORPORATION	12 LEAD ECG CABLE	\$ 346.29	medic
368414	4/22/2025	823165	BLADE CHEVROLET, INC	PARTS FOR VEHICLE #176	\$ 85.11	dshop
368658	4/22/2025	ReimbVega	VEGA, TORRIN	MARKING PAINT PENS- WTP	\$ 13.78	dwwtp
368570	4/23/2025	0076026	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 623.70	wdist
368571	4/23/2025	0077528	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 1,277.05	wdist

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
368557	4/23/2025	07-250420327	CUMMINS, INC.	WWTP PUMP STATION 13 GENERATOR REPLACEMENT - GENERATOR PURCHASE	\$ 5,758.09	pw1
368587	4/23/2025	240727	BLYTHE MECHANICAL, INC	HVAC ANNUAL PREVENTIVE MAINTENANCE 2025 - WTP COIL CLEANING	\$ 553.05	dwtp
368559	4/23/2025	52035	ZUMAR INDUSTRIES, INC.	SUPPLIES FOR STREET DEPT	\$ 2,607.61	dshop
368500	4/23/2025	B19670927	SHI INTERNATIONAL CORP.	HAVIS NOTEBOOK VEHICLE MOUNT CRADLE AFD (QTY 2)	\$ 603.12	infosys
368560	4/23/2025	INV2994745	COPIERS NORTHWEST, INC	CANON DX C359IF PRINTER PURCHASE FOR LIBRARY	\$ 2,896.26	infosys
368565	4/24/2025	0077717	FERGUSON ENTERPRISES, INC	SUPPLIES FOR WATER MAINTENANCE	\$ 4,116.30	wdist
368665	4/24/2025	1598873770	MARKER DDS, TIMOTHY J	LEOFF1 DENTAL SERVICES R. COUSINS	\$ 614.00	hr
368422	4/24/2025	1603875	GUARDIAN SECURITY SYSTEMS INC	ALARM MONITORING - WTP SERVICE	\$ 586.44	dwtp
368554	4/24/2025	24553.00-8	GRAY & OSBORNE INC	SHIP HARBOR BOARDWALK RESTORATION PROJECT - OPTIONS/COST ESTIMATES 3/23-4/19/25	\$ 1,012.10	parks1
368555	4/24/2025	24567.00-6	GRAY & OSBORNE INC	DEPOT MARKET PLAZA EXPANSION PROJECT - DESIGN - 3/23/25-4/19/25	\$ 7,865.61	parks1
368595	4/24/2025	25-11754	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT FINISHED	\$ 22.00	dwtp
368594	4/24/2025	25-11798	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- TCR SOUTH	\$ 154.00	dwtp
368552	4/24/2025	4733	SKAGIT 911	1ST QTR 2025 FIRE MOBILE/SPILLMAN	\$ 3,015.27	medic
368425	4/24/2025	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 4/19-5/18/25	\$ 143.65	finance
368423	4/24/2025	94807	APS INC.	INK FOR POSTAGE MACHINE	\$ 659.22	finance
368593	4/24/2025	MFD0052	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS- BACT RAW	\$ 63.00	dwtp
368418	4/24/2025	refundMatteson	MATTESON, LORI	WA PARK CAMPING REFUND	\$ 114.00	parks1
368666	4/25/2025	1781808	WALTON BEVERAGE COMPANY, INC	WTP: BREAKROOM SUPPLIES	\$ 179.00	dwtp
368498	4/25/2025	23-138-TRN-0011	FLOWLINE LLP	RETAINAGE RELEASE	\$ 4,015.14	pw1
368586	4/25/2025	240938	BLYTHE MECHANICAL, INC	HVAC ON-CALL REPAIR SERVICES - FIRE STATION #1 FURNACE	\$ 1,728.70	pw1
368495	4/25/2025	B19644567	SHI INTERNATIONAL CORP.	SCHLAGE SINGLE GANG MOUNT (QTY 2)	\$ 2,276.36	infosys

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
368579	4/25/2025	DB250007	BLYTHE MECHANICAL, INC	PUBLIC SAFETY BUILDING SERVER ROOM A/C REPLACEMENT	\$ 24,860.80	pw1
368503	4/25/2025	ReimbSnyder	SNYDER, STEPHANIE	NO PARKING SIGN NOTICE SLEEVES	\$ 108.78	plan
368576	4/25/2025	WAANA161857	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 807.51	dwwtp
368582	4/26/2025	00005W5A83175	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 4-26-25	\$ 13.39	apd
368580	4/28/2025	10275-1	ANACORTES TOWING, LLC	TOWING; APD 25-A02503	\$ 169.73	apd
368575	4/28/2025	287351520886X04 27202	AT&T MOBILITY, LLC	CITY CELL PHONE 3/20-4/19/25	\$ 9.15	infosys
368553	4/28/2025	52073	ZUMAR INDUSTRIES, INC.	EVENT EQUIPMENT REPLACEMENTS-EVENT TRAILER (1 OF 2)	\$ 542.92	plan
368564	4/28/2025	556	OSBORN CONSULTING, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - THROUGH 4/15/25	\$ 7,140.54	pw1
368558	4/28/2025	IN962327	NOANET	OUTSIDE PLANT ENGINEERING - APRIL 2025	\$ 526.50	fiber
368578	4/28/2025	PWTFNT-246275	WASHINGTON STATE DEPARTMENT	CONTRACT PC12-951-072	\$ 535,526.32	finance
368504	4/28/2025	RefundQueen	QUEEN, ASHLEY	REFUND FOR BALL PARK RENTAL	\$ 70.00	parks1
368549	4/28/2025	SaleBarney	BARNEY, NELIA	98221 ART GALLERY SALE	\$ 98.00	parks1
368670	4/29/2025	0542005-001	UNUM LIFE INS CO OF AMERICA	MAY UNUM LONG TERM CARE INSURANCE	\$ 1,517.07	hr
368687	4/29/2025	1782698	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 549.94	finance
368678	4/29/2025	23-205-ERR-0011	CUMMINS, INC.	RETAINAGE RELEASE - 2024 CONTRACT TERM	\$ 2,833.25	pw1
368675	4/29/2025	24-227-FAC-0011	SECURITY SOLUTIONS NORTHWEST	RETAINAGE RELEASE	\$ 503.29	pw1
368668	4/29/2025	25-065-PRK-0011	NORTHWEST COLORS INC.	RETAINAGE RELEASE	\$ 1,635.00	pw1
368577	4/29/2025	72140	WASHINGTON STATE DEPARTMENT	PESTICIDE LICENSE RENEWAL- MIKE HENSON	\$ 75.00	wdist
368683	4/29/2025	APR 25	THE LAW OFFICE OF	PROS ATTY SERVICES- APRIL	\$ 8,700.00	attorney
368684	4/29/2025	APR 25 CC	THE LAW OFFICE OF	PROS ATTY SERVICES- CC APR	\$ 1,732.50	attorney
368690	4/30/2025	B19685009	SHI INTERNATIONAL CORP.	CRADLEPOINT S700 ROUTER (QTY 1)	\$ 579.69	infosys
368689	4/30/2025	B19685084	SHI INTERNATIONAL CORP.	CRADLEPOINT S700 ROUTER (QTY 15)	\$ 8,695.30	infosys
368688	4/30/2025	B19686072	SHI INTERNATIONAL CORP.	CRADLEPOINT S700 ROUTER (QTY 2)	\$ 1,159.37	infosys

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
	Total				\$ 1,038,619.99	



City Council Agenda Bill

Meeting Date: May 5, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: 2025 Critical Areas Regulations BAS Update #25-139-PLN-001

Staff Contact(s): John Coleman, Libby Grage

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$76,000.00 to GeoEngineers, Inc. to conduct an analysis of existing Best Available Science (BAS) documents related to Critical Areas Regulations, in support of the Anacortes 2025 Comprehensive Plan Periodic Update

Background:

1. **History:** The Growth Management Act (GMA) requires all counties and cities to review and evaluate critical areas ordinances during their Comprehensive Plan periodic update. The GMA requires that best available science (BAS) be included in developing regulations to protect critical area functions and values. The PCED department requires the services of a consultant with environmental expertise to support the required review and update.
2. **Key Terms:**
 - Contract is on a time and materials basis not-to-exceed \$76,000.00.
 - The period of performance is from contract inception through April 21, 2026
3. **Competitive Bidding:** This work is considered a personal service and therefore not subject to any competitive bidding requirements.

Budget Impact:

Consultant	GeoEngineers, Inc.
Contract Amount	\$76,000.00
Earmarked Funds	\$76,000.00

BARS #	001.240.558.60.41
Budget Amendment Required?	No
Start Date	Inception
End Date	4/26/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-139-PLN-001 with GeoEngineers, Inc. in the amount of \$76,000.00 to perform the 2025 Critical Areas Regulations BAS Update.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-139-PLN-001



AGREEMENT #25-139-PLN-001

Between THE CITY OF ANACORTES AND GEOENGINEERS, INC.

2025 CRITICAL AREAS REGULATIONS BAS UPDATE

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall conduct an analysis of existing Best Available Science (BAS) documents related to Critical Areas Regulations, in support of the Anacortes 2025 Comprehensive Plan Periodic Update, as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Libby Grage, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Seventy-Six Thousand Dollars (\$76,000.00)**. The billable rates for services provided shall be in accordance with Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through April 21, 2026.

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

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

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

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

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice period, and no more frequently than monthly, and allow 30 calendar days from receipt of the invoice for payment.

Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@anacorteswa.gov. The City shall notify the Consultant within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Consultant shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

9. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Consultant with funds paid by the City pursuant to the terms of this Agreement shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Consultant. Pursuant to RCW 42.56.70, all information and documents produced under this Agreement may be subject to public disclosure. Any modification of the Consultant's instruments of service by the City will be at City's risk without liability to the Consultant.

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

11. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the alleged negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. **General and Professional Liability Insurance.**

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

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

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

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

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII, except Professional Liability which may have a rating of not less than A;V.

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

Verification of coverage shall include:

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

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

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

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

Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

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

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

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

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

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

19. **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.

20. **Right to Terminate Agreement.**

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

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

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

22. **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.

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

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

25. **Disputes**

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

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

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

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

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

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

28. **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.

29. **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.

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

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

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

CONSULTANT:
GeoEngineers, Inc.
Fiona M. McNair
17425 NE Union Hill Rd, Suite 250
Redmond, WA 98052
fmcnair@geoengineers.com

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

CITY OF ANACORTES

GEOENGINEERS, INC.

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

**AGREEMENT 25-139-PLN-001
EXHIBIT A**

April 3, 2025

City of Anacortes
Planning, Community & Economic Development
P.O. Box 547
Anacortes, Washington 98221

Attention: John Coleman, Director of Planning, Community & Economic Development

Subject: Scope and Fee Estimate
Anacortes 2025 Comprehensive Plan Periodic Update –
Critical Areas Regulations Best Available Science Update
Wetlands, Fish and Wildlife Habitat Conservation Areas, Critical Aquifer Recharge Areas and
Geologically Hazardous Areas
Anacortes, Washington
File No. 0382-030-05

Introduction and Scope

GeoEngineers, Inc. (GeoEngineers) is pleased to present this scope and fee estimate to the City of Anacortes (City) to conduct an analysis of existing Best Available Science (BAS) documents related to Critical Areas Regulations, in support of the Anacortes 2025 Comprehensive Plan Periodic Update. This scope was developed based on conversations with you and previous experience assisting the City with Critical Areas Regulations and BAS documentation. We understand that this is a regularly scheduled comprehensive plan update required by the State of Washington. Cities and counties fully planning under Revised Code of Washington (RCW) 36.70A.040 must complete a periodic update for their entire comprehensive plan and development regulations, including those related to critical areas and natural resource lands. As part of the required critical areas regulations update, the BAS review must be updated to support proposed revisions to the critical areas regulations and/or to support not updating existing critical areas regulations that are in line with current BAS. The purpose of this consultation is to: review previous/existing BAS documents, conduct a literature review and provide code amendment recommendations in four categories (1) Geologically Hazardous Areas (Geohazards); (2) Critical Aquifer Recharge Areas (CARAs); (3) Fish and Wildlife Habitat Conservation Areas (FWHCAs); and (4) Wetlands.

We have broken out the scope into five tasks (Tasks 100 through 500) which includes a general project management and meetings task (Task 500).

TASK 100. GEOLOGICALLY HAZARDOUS AREAS

1. Perform a review of the existing City policies and regulations related to Geohazards:
 - a. Assemble relevant available critical areas data from existing sources. Map known geologically hazardous areas using geographic information system (GIS) technology compatible with the City's system.
 - b. Review current City Critical Areas Ordinance regarding Geohazards (Chapter 19.70, Article IV).
 - c. Review other readily available Puget Sound codes that have completed recent updates.
 - d. Discuss permit submittals since the last revision with City staff regarding any related issues.
2. Review BAS for Geohazards based upon the Washington Administrative Code (WAC) definition, recommended sources of BAS identified by the State Office of Community Development.
 - a. Define and review other literature sources, review applicability with regard to geologic conditions in Anacortes, identify data gaps.
 - b. Note discrepancies in the ordinance (if any) with respect to the BAS and provide scientifically supported recommendations to the City for hazard area delineations, buffer/setback standards, landslide runout areas, seismic site response, mitigation requirements, etc.
3. Provide a write-up summarizing our review of the existing codes and conclusions and recommendations with regard to updates with respect to BAS, and our conclusions and recommendations with regard to updates to the City Critical Areas code. This will include discussion of scientific processes and a bibliography of appropriate references. This write-up may be combined with the critical aquifer recharge areas report described below.
4. Provide consultation with the City and other regulatory agencies that might be appropriate during the review and memorandum preparation process.

TASK 200. CRITICAL AQUIFER RECHARGE AREAS

1. Review the existing City policies and regulations related to CARAs:
 - a. Review current City Critical Areas Ordinance regarding CARAs (Chapter 19.70 Article V).
 - b. Assemble relevant available critical areas data from existing sources. Map known CARAs using GIS technology compatible with the City's system.
 - c. Review other readily available Puget Sound codes that have completed recent updates.
 - d. Discuss related issues in permit submittals made since the last revision with City staff.
 - e. Identify protection standards that require BAS analysis.
2. Review BAS for CARAs based on the WAC definition, recommended sources of BAS identified by the State Office of Community Development.
 - a. Define and review other literature sources, review inventory and known conditions of local CARAs and identify key data gaps.
 - b. Review available science related to the CARAs as appropriate for Anacortes, consider applicability of functions of CARAs within the City and range of protection options for identified CARAs.

- c. Document discrepancies in the ordinance (if any) with respect to the BAS and provide scientifically supported recommendations to the City.
3. Provide a write-up summarizing our review of the existing codes, and conclusions and recommendations regarding updates with respect to BAS. This will include discussion of scientific processes and a bibliography of appropriate references. This write-up may be combined with the geologically hazardous areas report described above.
4. Provide consultation with the City and other regulatory agencies that might be appropriate during the review and memorandum preparation process.

TASK 300. FISH AND WILDLIFE HABITAT CONSERVATION AREAS

1. Perform a review of the existing City policies and regulations related to FWHCAs and review the previously prepared BAS report for stream buffers that was completed in 2022.
 - a. Assemble relevant available critical areas data from existing sources. Map known FWHCAs using the City's data.
 - b. Review previously prepared BAS report completed in 2022 for stream buffers.
 - c. Review other readily available Puget Sound codes that have completed recent updates.
 - d. Discuss permit submittals since the last revision with City staff regarding any related issues.
2. Review BAS and conduct a literature review for information regarding FWHCAs. Sources reviewed will be based upon the WAC definition, recommended sources of BAS identified by Washington State agencies, such as but not limited to Washington State Department of Ecology (Ecology), Washington Department of Fish and Wildlife (WDFW) and Washington State Department of Commerce.
 - a. Define and review other literature sources, review applicability with regard to FWHCAs in Anacortes.
 - b. Review available data with respect to FWHCAs
 - c. Note any discrepancies in the ordinance (if any) with respect to the BAS and provide scientifically supported recommendations to the City for site assessments, buffer/setback standards, mitigation requirements, etc.
3. Provide a write-up summarizing our review of the existing codes, the results of the literature review and BAS review, our conclusions and recommendations with regard to updates to the City Critical Areas code. This will include a list of sources reviewed, methods to complete the BAS, and designation and protection recommendations. This write-up will be included in one report that will include FWHCAs and wetlands (described in Task 400 below).
4. Provide consultation with the City and other regulatory agencies that might be appropriate during the review and report preparation process.

TASK 400. WETLANDS

1. Perform a review of the existing City policies and regulations related to wetland areas:
 - a. Assemble relevant available wetland data from existing sources. Assemble maps of known wetland areas using City's GIS data and other online sources.
 - b. Review other readily available Puget Sound codes that have completed recent updates.

- c. Review interagency wetland protection guidance and existing BAS documents provided for other municipalities in Puget Sound
 - d. Discuss permit submittals since the last revision with City staff regarding any related issues.
- 2. Review BAS and conduct a literature review for wetlands. Sources reviewed will be based upon the WAC definition, recommended sources of BAS identified by Washington State agencies such as but not limited to Ecology, WDFW and Washington State Department of Commerce.
 - a. Define and review other literature sources, review applicability with regard to wetlands in Anacortes, identify any data gaps.
 - b. Review available data with respect to wetlands.
 - c. Note any discrepancies in the ordinance (if any) with respect to the BAS and provide scientifically supported recommendations to the City for delineations, buffer/setback standards, mitigation requirements, etc.
- 3. Provide a write-up summarizing our review of the existing codes, the results of the literature review and BAS review, our conclusions and recommendations with regard to updates to the City Critical Areas code. This will include a list of sources reviewed, methods to complete the BAS, and designation and protection recommendations. This write-up will be included in one report that will include FWHCAs (described in Task 300 above) and wetlands.
- 4. Provide consultation with the City and other regulatory agencies that might be appropriate during the review and memorandum preparation process.

TASK 500. PROJECT MANAGEMENT AND MEETINGS

- General project management, communication, City liaison activities.
- Invoice preparation, progress reports.
- Participate in up to four (4) progress check-in meetings (virtual, up to 1-hour each) with City Staff and up to four GeoEngineers' employees.
- Participate in up to three (3) public meetings (virtual), likely to consist of a Planning Commission meeting, City Council meeting and one public engagement event. The meetings are assumed to be 2 hours each and virtual with up to three GeoEngineers' employees attending each meeting.

DELIVERABLES

- BAS reports that include: Geohazards; CARAs; FWHCAs; and Wetlands. These reports will summarize interagency guidance and existing recent BAS reviews conducted for other municipalities in Puget Sound, as well as other BAS per WAC Chapter 365-195 and provide recommendations for updates to the Anacortes Critical Areas code, Chapter 19.70.
- FWHCAs and Wetlands BAS report. This report will summarize interagency guidance and existing recent BAS reviews conducted for other municipalities in the Puget Sound, as well as other BAS per WAC Chapter 365-195 and provide recommendations for updates to Anacortes Critical Areas Code, Chapter 19.70, Articles II (wetlands) and III (FWHCAs).

ASSUMPTIONS

- The reports will reference the frequently flooded areas memorandum prepared for the City by Coastal Geologic Services, Inc¹. and no further work will be completed for frequently flooded critical areas.
- Site visits and/or fieldwork will not be conducted as part of this scope of work.
- City will provide any existing map/folio information using City's GIS database.
- GeoEngineers will not develop language/write code for the critical areas regulations update. Code recommendations will be provided as bullets in the BAS reports.
- GeoEngineers will participate in up to four check-in virtual meetings that are assumed to be 1-hour each (up to four people will attend each meeting).
- GeoEngineers will participate in up to three public virtual meetings that are assumed to be 2 hours each (up to three people will attend each meeting).
- The scope does not include additional coordination or support related to review by state agencies.

Schedule, Terms and Budget

We understand that updates to the City of Anacortes Comprehensive Plan and Development Regulations must be adopted by December 31, 2025. Therefore, the City's preferred schedule is to have the draft reports completed as soon as possible. We will start our reviews and research upon receiving notice to proceed. We expect that we can research BAS resources and prepare the draft reports within approximately 6 to 8 weeks of notice to proceed. We could meet with the City to discuss preliminary conclusions and recommendations prior to submittal of the draft reports or meet after preparation of the draft. We can likely prepare the final reports within 1 to 3 weeks of receiving feedback from all the stakeholders. Depending on the amount and types of comments received on the reports, we may not be able to address all the comments received as the BAS reports are intended to provide a summary of data gaps and not necessarily fill those data gaps.

We assume that the professional services listed above will be authorized by separate City contract with GeoEngineers. The fee for the services described above will be determined on a time-and-expense basis in accordance with the attached Schedule of Charges, which is the same Schedule of Charges that is used on our on-call agreement with the City. We understand that the City has \$76,000 available for this effort; however, after estimating the number of hours needed to complete the above listed scope and using our 2025 rates, our estimated budget to complete the scope is approximately \$81,000. Although we have reduced the estimated level of effort to remain within the City's available budget, additional budget may be required to complete the tasks listed above. We estimate that our fee for the services described above will be approximately \$76,000 in accordance with the breakdown shown in Table 1 below. We will keep you apprised of project status and conditions that may significantly affect our scope, schedule and estimate.

¹ Coastal Geologic Services, Inc. 2021. City of Anacortes Critical Areas Ordinance Update: Frequently Flooded Areas - DRAFT Update. Prepared October 19, 2021.

TASK	TASK BUDGET
Task 100: Geological Hazardous Areas	\$12,179
Task 200: Critical Aquifer Recharge Areas	\$15,183
Task 200: Fish and Wildlife Habitat Conservation Areas	\$15,105
Task 300: Wetlands	\$16,718
Task 400: Project Management and Meetings	\$16,815
Project Total	\$76,000

There are no intended third-party beneficiaries arising from the services described in this scope and fee estimate and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

We appreciate the opportunity to present this scope and fee estimate to provide services to you on this project. Please contact us if you have any questions concerning this proposal.

Sincerely,
GeoEngineers, Inc.



Fiona M. McNair
Associate Biologist

FMM:tlm

One copy submitted electronically.

Attachments:

Schedule of Charges – Bellingham Local Agency 2025

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Schedule of Charges - 2025

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	140/hour
Staff 1 Engineer	\$	145/hour
Staff 2 Scientist	\$	154/hour
Staff 2 Engineer	\$	160/hour
Staff 3 Scientist	\$	180/hour
Staff 3 Engineer	\$	186/hour
Project Scientist 1	\$	210/hour
Project Engineer 1	\$	212/hour
Project Scientist 2	\$	215/hour
Project Engineer 2	\$	218/hour
Senior Engineer/Scientist 1	\$	228/hour
Senior Engineer/Scientist 2	\$	250/hour
Associate	\$	286/hour
Principal	\$	304/hour
Senior Principal	\$	345/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	95/hour
Administrator 2	\$	105/hour
Administrator 3	\$	120/hour
CAD Technician	\$	116/hour
CAD Designer	\$	136/hour
Senior CAD Designer	\$	163/hour
GIS Analyst	\$	154/hour
Senior GIS Analyst	\$	171/hour
GIS Coordinator	\$	186/hour
*Technician	\$	102/hour
*Senior Technician	\$	114/hour
*Lead Technician	\$	127/hour
Geotechnical Construction Specialist	\$	180/hour
Environmental Database Manager	\$	210/hour
Health and Safety Specialist	\$	138/hour
Health and Safety Manager	\$	205/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

EQUIPMENT		
Air Quality Equipment, per day	\$	210.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	30.00
Continuous Recording Data Logger, per day	\$	350.00
Environmental Exploration Equipment, per day	\$	165.00
Field Data Acquisition Equipment (Field Tablet), per day	\$	55.00
Field Water Quality Testing Equipment, per day (1 day min.)	\$	90.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	145.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	120.00
Groundwater Monitoring Equipment, per day	\$	250.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	15.00
pH Probe/Meter, per day	\$	20.00
Rock/slope Fall Protection/Rigging Equipment, per day	\$	700.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	110.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	50.00
Vapor Extraction Field Test, per day	\$	530.00
Vehicle usage, per mile	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	90.00
Water Disposal Equipment, per use, per day	\$	55.00
Water Quality Equipment, per day	\$	140.00

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 4 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.



City Council Agenda Bill

Meeting Date: May 5, 2025 **Agenda Item:** 6.a.

Agenda Item Title: Contract Award: Commercial Avenue Water Service Replacements
#25-119-WTR-001

Staff Contact(s): Andrew Rheume

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$131,648.00 to RAW Land Construction to perform the Commercial Avenue Water Service Replacements. The work provided for this project will include all materials, equipment, labor, and related items necessary to replace existing identified water services along the Commercial Avenue corridor from 14th to 33rd Streets, HMA trench patching, and other work required for the project.

Background:

1. **History:** The City continues to make ongoing investments in its water system to maintain the integrity of the system and assure the delivery of safe drinking water to the public. This includes the replacement of aging water services. These services have been identified to be replaced prior to the repaving of Commercial Avenue to avoid any future repair needs caused by leaks. The identified water services are Poly, PVC and Galvanized Steel.
2. **Key Terms:**
 - Contract is for a fixed price of \$131,648.00 which includes \$10,648.00 in sales tax.
 - The Contractor shall complete the work by June 30, 2025.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with RAW Land Construction.

Budget Impact:

Contractor	RAW Land Construction
Contract Amount	\$131,648.00
Earmarked Funds	\$1,620,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	6/30/2025

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-119-WTR-001 with RAW Land Construction in the amount of \$131,648.00 to perform the Commercial Avenue Water Service Replacements.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Map
2. 25-119-WTR-001



2025 Commercial Avenue Water Service Replacements 25-119-WTR





CONTRACT 25-119-WTR-001
AGREEMENT WITH
RAW LAND CONSTRUCTION LLC

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and RAW Land Construction LLC, a private contractor at 2430 E Bakerview Rd, Bellingham, WA 98226 (herein after referred to as "Contractor").

PROJECT

Commercial Avenue Water Service Replacements

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to pothole the existing watermain, renew existing water services, HMA trench patching, and other work, all in accordance with the Contract Provisions, and the Standard Specifications along Commercial Avenue, within the Anacortes city limits. Work is subject to the City of Anacortes Engineering Standards, and the current edition of the Standard Specifications for Road, Bridge and Municipal Construction, as issued by the Washington State Department of Transportation (WSDOT), both of which are incorporated by reference and made a part hereof. In the event of a conflict between the documents the general provisions of contract 25-119-WTR-001 shall control.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Thirty-One Thousand Six Hundred Forty-Eight Dollars (\$131,648.00)**, which includes \$10,648.00 in 8.8% sales tax. The unit prices per line item are detailed in Exhibit A, which is incorporated by reference and made a part hereof. This includes all labor, materials, and standard freight for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall begin work as detailed in the Notice to Proceed and complete all physical work by June 30, 2025.
5. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Jeff Beltramini, (360) 299-1936.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached Exhibit A, General Provisions, City of Anacortes Engineering Standards, and the current edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction 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

Mayor

Date

Contractor:

RAW Land Construction LLC

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://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. 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. Statements of Intent to Pay Prevailing Wages and Affidavits of Wages paid for the final correct contract amount are approved and on file with L&I for the Contractor and any subcontractors.
- b. All liens placed against the project have been released.
- c. 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 Statements of Intent to Pay Prevailing Wages and Affidavits 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 Statements of Intent to Pay Prevailing Wages and Affidavits 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 Statements of 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. 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.

7. Invoicing. All invoices shall at a minimum include: Company Name, **Agreement Number**, Invoice Date, Due Date (30 days), Invoice Number, description of charges, and invoiced amount. 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.

8. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manger 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.

9. 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.

10. 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.

11. Delivery/Shipping. If shipping or delivering any items to the City, the Contractor shall ship items as Freight-On-Board (FOB) Destination Freight Prepaid, and Delivered Duties Paid (DDP) Delivery Point if applicable; ensure all deliveries are made on a business day, during business hours (Monday through Friday, except City Council designated holidays, from 8:00 am, to 5:00 pm); and provide, at no additional charge, any goods, labor, packaging, crating or padding necessary to load, tie down and unload the item(s) to be delivered, so that they may be transported in a normal, safe manner without damage.

12. 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.

13. 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.

14. 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).

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 when any motor vehicles are used in connection with work to be performed. 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 when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 Work 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 Work unless or until a modification to this Agreement is approved in writing by both parties.

27. 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.

28. Non-assignable. The services or work to be provided by the Contractor shall not be assigned or subcontracted without the express written consent of the City.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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:

RAW Land Construction
Waylon Winterburn
2430 E Bakerview Rd.
Bellingham, WA 98226
waylon@rawlandconstructionllc.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).

EXHIBIT A

2025 COMMERCIAL AVENUE WATER SERVICE REPLACEMENTS 25-119-WTR-001

The work provided for this project will include all materials, equipment, labor, and related items necessary to pothole the existing watermain, renew existing water services, HMA trench patching, and other work, all in accordance with the Contract Provisions, and the Standard Specifications.

2025 COMMERCIAL AVENUE WATER SERVICE REPLACEMENTS 25-119-WTR-001

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
1	1	MC	MINOR CHANGES 1-04.4(1)	\$15,000.00 Allowance	\$15,000.00
2	1	LS	MOBILIZATION 1-07.15(1)	At \$ 12,000.00 Per Lump Sum	\$ 12,000.00
3	1	LS	TEMPORARY TRAFFIC CONTROL 1-10.5	At \$ 22,500.00 Per Lump Sum	\$ 22,500.00
4	1	LS	TEMPORARY EROSION/ WATER POLLUTION CONTROL 8-01.5	At \$ 1,500.00 Per Lump Sum	\$ 1,500.00
5	1	LS	SPCC PLAN 1-07.15(1)	At \$ 100.00 Per Lump Sum	\$ 100.00
6	1	EA	POTHOLE AND BACKFILL EXISTING WATERMAIN 2515 - 2517 COMMERCIAL AVENUE 8-30.5	At \$ 2,000.00 Per Each	\$ 2,000.00
7	20	TN	ASPHALT PATCHING MATERIAL (COLD MIX)	At \$ 220.00 Per Ton	\$ 4,400.00
8	300	LF	SAWCUTTING ASPHALT (UP TO 12-INCHES) 2-02.5	At \$ 10.00 Per Linear Foot	\$ 3,000.00
9	300	LF	SAWCUTTING CONCRETE (UP TO 12 INCHES) 2-02.5	At \$ 10.00 Per Linear Foot	\$ 3,000.00

**2025 COMMERCIAL AVENUE
WATER SERVICE REPLACEMENTS
25-119-WTR-001**

**2025 COMMERCIAL AVENUE
WATER SERVICE REPLACEMENTS
25-119-WTR-001
(Continued)**

ITEM NO.	QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (Figures)	TOTAL AMOUNT (Figures)
10	400	SF	ROADWAY EXCAVATION W/HAUL - ASPHALT 2-03.5	At \$ 5.00 Per Square Foot	\$ 2,000.00
11	400	SF	ROADWAY EXCAVATION W/HAUL - CONCRETE 2-03.5	At \$ 5.00 Per Square Foot	\$ 2,000.00
12	4	EA	REPLACE SHORT SIDE SERVICE CONNECTION 1 In. Diam. 1506, 1610, 2318 & 2504 COMMERCIAL AVENUE 7-15.5	At \$ 5,000.00 Per Each	\$ 20,000.00
13	1	EA	REPLACE SHORT SIDE SERVICE CONNECTION 2 In. Diam 3216 COMMERCIAL AVE – (TRENCHING) 7-15.5	At \$ 7,000.00 Per Each	\$ 7,000.00
14	1	EA	REPLACE LONG SIDE SERVICE CONNECTION 1in. Diam. 2719 COMMERCIAL AVENUE 7-15.5	At \$ 6,500.00 Per Each	\$ 6,500.00
15	20	TN	6-INCHES HMA CL. ½ INCH PG 64-22 (TRENCH PATCHING) 5-04.5	At \$ 850.00 Per Ton	\$ 17,000.00
16	15	SY	CEMENT CONC. SIDEWALK 8-14.5	At \$ 100.00 Per Square Yard	\$ 1,500.00
17	20	LF	CEMENT CONC. TRAFFIC CURB AND GUTTER 8-04.5	At \$ 75.00 Per Linear Foot	\$ 1,500.00
SUBTOTAL					\$ 121,000.00
SALES TAX (8.8%)					\$ 10,648.00
TOTAL BID					\$ 131,648.00



2025 Commercial Avenue Water Service Replacements

25-119-WTR





City Council Agenda Bill

Meeting Date: May 5, 2025 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: Ben Root Skate Park Restroom & Parking Lot Project - Design #25-136-PRK-001

Staff Contact(s): Jonn Lunsford, Bob Vaux

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$69,380.00 to MacKay Sposito to provide design services for the Ben Root Skate Park Restroom & Parking Lot Project.

Background:

1. History: The project will include the construction of the parking lot and the delivery and installation of the CXT restroom unit. City Council approved Phase I of this project, including the comprehensive upgrade of the skating area, as well as the addition of the pump track. We will now take the next steps of relocating the TTPW restroom and adding the parking lot.

Estimated Schedule:

Design	June - Dec 2025
Bidding	Dec 2025 - Feb 2026
Construction	Feb - June 2026

2. Key Terms:

- Contract is on a time and materials basis not-to-exceed \$69,380.00.
- The period of performance under this Agreement is through September 1, 2026.

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

Budget Impact:

Consultant	MacKay Sposito
Contract Amount	\$69,380.00
Earmarked Funds	\$700,000.00
BARS #	108.410.594.76.60
Budget Amendment Required?	No
Start Date	Contract execution
End Date	9/1/2026

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 25-136-PRK-001 with MacKay Sposito in the amount of \$69,380.00 to perform the design of the Ben Root Skate Park Restroom & Parking Lot Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 25-136-PRK-001



AGREEMENT #25-136-PRK-001

Between THE CITY OF ANACORTES AND MACKAY SPOSITO

BEN ROOT SKATE PARK RESTROOM & PARKING LOT PROJECT: DESIGN

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

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

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

1. **Scope of Work.** Under this Agreement, the Consultant shall provide design services for the Ben Root Skate Park Restroom & Parking Lot Project as detailed in Exhibit A, which is attached hereto and incorporated by reference. All work shall be performed under the direction of Bob Vaux, or designee, hereinafter referred to as Project Manager.

2. **Price and Payment Terms.** The services provided under this Agreement shall be on a time and materials basis not-to-exceed **Sixty-Nine Thousand Three Hundred Eighty Dollars (\$69,380.00)**. The billable rates for services provided shall be in accordance with Exhibit A.

3. **Period of Performance.** The period of performance under this Agreement is from inception through September 1, 2026.

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

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

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

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

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

6. **Invoicing.** All invoices shall include a cover page that states: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Project Manager Name, **Agreement Number**, Agreement Price, amount requested per invoice and cumulative invoiced amount. Invoices shall include actual hours worked by Period, by Labor Category. The Consultant must invoice MONTHLY for quantities delivered during the invoice

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

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

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

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

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

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

12. **General and Professional Liability Insurance.**

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

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

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

19. **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.

20. Right to Terminate Agreement.

A. Termination for Default: If the Consultant defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Consultant in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including

all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

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

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

22. **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.

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

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

25. **Disputes**

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

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

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

D. Dispute Resolution: In the event of a dispute between the City and the Consultant arising of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Consultant to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under

the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

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

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

28. **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.

29. **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.

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

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

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

CONSULTANT:
Mackay Sposito
Eric L. Pilcher
33810 Weyerhaeuser Way, Suite 130
Federal Way, WA 98001
epilcher@mackaysposito.com

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

CITY OF ANACORTES

MACKAY SPOSITO

By _____

By _____

Date _____

Title _____

Date _____

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

April 9, 2025

Job# 24-304

Bob Vaux
Parks & Recreation, Assistant Director
City of Anacortes
904 6th Street
Anacortes, WA 98221

Re: Ben Root Skatepark, Phase II
R Avenue, Anacortes, WA 98221

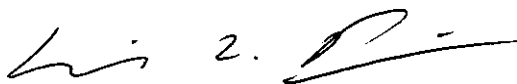
Dear Bob:

Thank you for the opportunity to provide consulting services for the City of Anacortes (City). This proposal covers civil design and landscape architecture services for design and construction documents to accommodate a CXT restroom and parking lot at the Ben Root Skatepark. MacKay Sposito provided similar services for the recent redesign of the skatepark and pump track as a subconsultant to Grindline Skateparks, Inc. As a result, we are quite familiar with the site and are excited to continue being members of your team.

Our proposed scope of work (including project assumptions and exclusions) and fee is provided in Attachment 'A'. MacKay Sposito proposes to accomplish this scope of services on a time and materials (T&M) basis. MacKay Sposito will bill against the established budgets as necessary and will not exceed the budgets without written authorization from the City.

We are grateful for the opportunity to work with the City. We have a great team at MacKay Sposito that will be able to provide you with a multitude of services, facilitating a smooth process through design, permitting, and construction. We are eager to be in your corner, doing what we can to make this project a success. Let me know if you have any questions or if there is anything I can do for you.

Sincerely,



Eric L. Pilcher, P.E.
Project Manager

(Attachment "A")

**Ben Root Skatepark, Phase II – Anacortes, Washington
Professional Services**

Scope of Work

1.0 PRE-DESIGN SERVICES

Upon authorization of the contract, MacKay Sposito will proceed with the following work as part of pre-design services.

1.1 PROJECT START-UP

- 1.1.1 Attend a kick-off meeting (via MS Teams or similar) with the City and the design team to review the scope, budget, and schedule.
- 1.1.2 Gather information needed for the Civil Permit and associated documents, including engineering requirements, standards, and specifications that will impact the design.
- 1.1.3 Provide project management and coordinate tasks with the project team and sub-consultants.

2.0 DESIGN DEVELOPMENT / CONFIRMATION

MacKay Sposito will proceed with the following design development tasks.

2.1 DESIGN DEVELOPMENT COORDINATION

- 2.1.1 Provide project management and coordinate tasks with the project team.
- 2.1.2 Attend up to two conference calls with the City to discuss the design and solicit feedback.
- 2.1.3 Provide budget progress updates during coordination meetings.

2.2 CIVIL DESIGN DEVELOPMENT

- 2.2.1 Review the previous parking lot design that was prepared as an additive alternate, but not selected, for the prior Skatepark reconstruction. Confirm the efficacy of the prior design and necessary adjustment to accommodate a CXT restroom building.
- 2.2.2 Prepare updated Design Development Drawings.
Civil Sheets will include:
 - Project Cover, Municipal Standard Notes, and Project Specific Notes
 - Erosion Control Plan and Details

- Demolition and Clearing Plan
- Site Plan
- Grading and Drainage Plan
- Utility Plan
- Municipal standard details (where applicable)
- Project specific details

2.2.3 Identify necessary revisions to the prior stormwater Drainage Report in accordance with the Stormwater Management Manual for Western Washington.

2.2.4 Prepare draft specification.

2.2.5 Update the construction cost estimate.

2.3 LANDSCAPE DESIGN DEVELOPMENT

2.3.1 Prepare updated Design Development Drawings.

Landscape sheets will include:

- Materials Plan
- Planting Plan
- Irrigation Plan
- Material Details (preliminary)
- Planting and Irrigation Notes and Details, including product selection

2.3.2 Prepare draft specifications.

2.3.3 Update the construction cost estimate.

2.4 PRE-PERMITTING SERVICES

2.4.1 Pre-Application

Prepare for and attend a pre-application meeting with the City (via MS Teams or similar) to understand and negotiate the permit process and Civil Permit package submittal requirements.

3.0 CONSTRUCTION DOCUMENTS

Upon approval of the design development plans, MacKay Sposito will proceed with the following construction document tasks.

3.1 CONSTRUCTION DOCUMENT COORDINATION

3.1.1 Provide project management and coordinate tasks with the project team.

3.1.2 Attend up to four conference calls with the City to discuss the design and solicit feedback.

- 3.1.3 Attend two public meetings (via MS Teams or similar) to present the design to the Anacortes Park Board and City Council.

3.2 CIVIL CONSTRUCTION DOCUMENTS (60%/90%/100% CONTRACT DOCUMENTS)

- 3.2.1 Based on review comments from design development, MacKay Sposito will prepare 60% Construction Drawings improvements.
Civil Sheets will include:
- Project Cover, Municipal Standard Notes, and Project Specific Notes
 - Erosion Control Plan and Details
 - Demolition and Clearing Plan
 - Site Plan
 - Grading and Drainage Plan
 - Utility Plan
 - Municipal standard details (where applicable)
 - Project specific details
- 3.2.2 The above drawings and associated documents will be revised based on feedback obtained from the City to prepare a 90% set of construction documents suitable for permit submittal.
- 3.2.3 The 90% set will be further refined based on City feedback and municipal reviews to prepare the 100% construction documents.
- 3.2.4 Prepare a 90% and final Drainage Report.
- 3.2.5 Prepare a 90% and final Construction Stormwater Pollution Prevention Plan in accordance with the Stormwater Management Manual for Western Washington.
- 3.2.6 Prepare 90% and final specifications. The final specifications will include special sections as needed for project-specific work.
- 3.2.7 Prepare a 90% and final Engineer's Cost Estimate, which may be formatted to serve as a bid schedule within the project manual.

3.3 LANDSCAPE CONSTRUCTION DOCUMENTS (60%/90%/100% CONTRACT DOCUMENTS)

- 3.3.1 Based on review comments from design development, MacKay Sposito will prepare 60% Construction Drawings.
Landscape Drawings sheets will include:
- Materials plan
 - Material details
 - Planting plan
 - Irrigation plan
 - Planting and irrigation notes and details plans

- 3.3.2 The above drawings and associated documents will be revised based on feedback obtained from the City to prepare a 90% set of construction documents suitable for permit submittal.
- 3.3.3 The 90% set will be further refined based on City feedback and municipal reviews to prepare the 100% construction documents.
- 3.3.4 Prepare 90% and final specifications. The final specifications will include special sections as needed for project-specific work, including site fixtures to be installed.
- 3.3.5 Prepare a 90% and final Landscape Cost Estimate, which may be formatted to serve as a bid schedule within the project manual.

3.4 PERMITTING SERVICES

- 3.4.1 Assemble and submit the site development plans and associated documentation as required for the civil permit.
- 3.4.2 Address comments received during the permitting process and coordinate responses from appropriate team members.

4.0 PROCUREMENT/BIDDING SUPPORT

MacKay Sposito will perform the following tasks to assist the City of Anacortes in procuring a construction contract.

4.1 BIDDING SUPPORT

- 4.1.1 Prepare and deliver four (4) full-size-print paper copies of the drawings and one (1) bound copy of the full contract specifications.
- 4.1.2 Attend a pre-bid meeting. Assist in preparing formal responses to questions that arise during the meeting.
- 4.1.3 Assist in developing an addendum to the bid documents, if necessary.

Assumptions and Exclusions

ASSUMPTIONS AND EXCLUSIONS

REGULATORY ASSUMPTIONS

1. The local agencies governing this project are the City of Anacortes (City) and Washington Department of Ecology.
2. The City will provide as-built information on adjacent existing utilities, including storm lines.
3. The site is located on property owned by the City of Anacortes (City), but is managed and maintained by the City Parks & Recreation Dept.
4. The City has adopted the 2019 Edition of the Department of Ecology's Stormwater Management Manual for Western Washington ("SWMMWW"), with local amendments.
5. A pre-application meeting will be held with the City to determine specific submittal requirements and procedures; we have included time to attend this meeting in our scope of work.
6. Water service is available through the City's Utility Services Department.
7. Sewer service is available through the City's Public Works Department.
8. The permit applicant will be the City. MS will prepare and submit the Civil permit packages. Permits related to the CXT structure will be by others.
9. A new or updated SEPA checklist is not expected to be required and has not been scoped.
10. All public notices will be provided by the City.
11. We assume that no appeals or requests for variances to the codes and regulations are necessary. They are not included in this scope of work.
12. MacKay Sposito shall not be responsible for changes to the documents required by the jurisdiction based upon rules, regulations, codes or requirements of the jurisdiction that are not written regulations or correspondence from the jurisdiction. Changes required due to unwritten rules, regulations, codes or requirements by the jurisdiction shall be considered additional services that are not part of this contract
13. Critical areas studies and/or mitigation are not included within this scope.
14. It is anticipated that less than 1 acre will be disturbed; therefore, coverage under the construction stormwater general permit will not be required.

DESIGN ASSUMPTIONS

1. Our proposal is based on discussion with the City in December 2024.
2. Civil designs will be in accordance with established City, Skagit County, Ecology, and WSDOT standards.
3. The scope includes
 - a. Review/ confirmation of the prior parking lot design
 - b. Parking lot access/ egress directly from R Avenue

- c. Site design to accommodate a CXT pre-fabricated restroom unit
 - d. Coordination and review of a cultural resources study by others.
 - e. Updates to the previous storm drainage report.
 - f. Preparation of a bid package for the new parking lot and CXT unit.
- 4. Arborist services such as tree health assessments and/or mitigation to improve the viability of potentially impacted trees are not included within this scope of work.
- 5. Structural design (including retaining walls in excess of four feet) is not included within this scope of work.
- 6. The design of fences in excess of 6 feet in height is not included within this scope.
- 7. Drawings will be prepared using AutoCAD 2018 (or later) with Civil 3D. A typical specific sheet size of 22" x 34" will be utilized, unless otherwise required for agency submittals.
- 8. Specifications for project-specific work will be prepared in accordance with CSI MasterFormat. Divisions 00 and 01 are excluded.
- 9. Electronic CAD files requested by the City and/or utility purveyors will be provided "as-is". Conversions of files for layering control, line type, line weight, object replacement, etc. is not included within this scope.

EXCLUSIONS

The following services are not included, but may be made available or procured from a sub-consultant under additional scope:

- 1. Surveying services, including topographic survey, boundary confirmation, boundary line adjustment/lot consolidation
- 2. Right-of-way/property acquisition
- 3. SEPA checklist preparation
- 4. Preparation of easements or covenant documents, including supporting exhibits and legal descriptions. If easements are required, we will coordinate with the City's surveying consultant.
- 5. Phase 1 Environmental Site Assessment. This is not expected to be required as there is no apparent site history of commercial/industrial uses at the project site.
- 6. Cultural resources study. If a study is required for RCO grant funding, we expect that it will be obtained locally through a separate contract.
- 7. Arborist services (e.g., tree identification, health and risk assessment, and/or mitigation)
- 8. Public outreach activities. However, we will be available for a MS Teams presentation (or similar) to the Park Board and/or City Council, if needed.
- 9. Preparation and processing of variance requests and/or appeals
- 10. Structural design, including design of retaining walls, gabions, and/or rockeries more than four feet total height, inclusive of footings (scope and fee will be provided as an additional service if warranted based on design development)
- 11. Construction Stormwater General Permit compliance through the WA State Dept. of Ecology
- 12. Engineering and Landscape Architecture services during construction (scope and fee will be provide as an additional service if requested following contractor procurement)
- 13. Material testing and formal "inspections".

(Attachment "B")**Ben Root Skatepark, Phase II – Anacortes, Washington
Professional Services**

Fees

MacKay Sposito will accomplish the above-described scope of services on a time and materials (T&M) basis, not to exceed the stated budgets without further authorization from the City. The estimated fees are summarized below:

Phase	Description	Budget
1.0	Pre-Design Services	\$ 2,600.00
2.0	Design Development / Confirmation	\$ 15,100.00
3.0	Construction Documents ¹	\$ 44,900.00
4.0	Procurement / Bidding Support ²	\$ 5,180.00
	Reimbursable Expenses ³	\$ 1,600.00
	Total	\$ 69,380.00

Reimbursable expenses include full size plots, copies, and mileage charged to the project. For budgetary purposes, we have assumed 1.0 percent of the above-scoped soft costs. Materials and expenses will be billed on an actual cost plus 10% basis. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

¹ Includes \$8,000 in electrical sub-consultant fees.

² Includes \$800 in electrical sub-consultant fees.

³ Includes \$1000 in electrical sub-consultant expenses.

(Attachment "C")
Ben Root Skatepark, Phase II – Anacortes, Washington
Professional Services

Hourly Rate Schedule

(See attached 2025 Hourly Rate Schedule for Federal Way, Washington)

33810 Weyerhaeuser Way South, Suite 130 Federal Way, WA 98001
360-695-3411 www.mackaysposito.com

2025 HOURLY RATE SCHEDULE

Federal Way

<u>Title</u>	<u>Regular</u>	<u>Title</u>	<u>Regular</u>
Senior Principal	\$400.00	Survey Manager	\$254.00
Principal	\$326.00	Project Manager - Survey	\$234.00
Engineering Manager	\$286.00	Land Surveyor IV	\$216.00
Project Manager - Civil	\$254.00	Land Surveyor III	\$202.00
Project Engineer	\$234.00	Land Surveyor II	\$186.00
Engineer IV	\$214.00	Land Surveyor I	\$170.00
Engineer III	\$194.00	Survey Technician IV	\$168.00
Engineer II	\$176.00	Survey Technician III	\$152.00
Engineer I	\$160.00	Survey Technician II	\$138.00
Design Technician IV	\$186.00	Survey Technician I	\$122.00
Design Technician III	\$170.00	Survey Aid	\$106.00
Design Technician II	\$154.00	Chief of Parties	\$202.00
Design Technician I	\$138.00	Senior Party Chief	\$190.00
Landscape Manager	\$242.00	Senior Party Chief - Out of Town	\$196.00
Project Manager - Landscape	\$208.00	Survey Party Chief	\$182.00
Landscape Architect II	\$186.00	Survey Party Chief - Out of Town	\$188.00
Landscape Architect I	\$164.00	Senior Instrument Person	\$140.00
Landscape Designer IV	\$168.00	Senior Instrument Person - Out of Town	\$146.00
Landscape Designer III	\$152.00	Survey Instrument Person	\$128.00
Landscape Designer II	\$142.00	Survey Instrument Person - Out of Town	\$134.00
Landscape Designer I	\$128.00	UAV Pilot	\$186.00
Land Development Manager	\$292.00	GIS Mapping Specialist II	\$190.00
Planning Manager	\$264.00	GIS Mapping Specialist I	\$182.00
Project Manager - Planning	\$238.00	Stormwater Analyst	\$168.00
Senior Planner	\$212.00	Project Controls Manager	\$282.00
Planner IV	\$204.00	Contract Administrator	\$212.00
Planner III	\$194.00	Project Coordinator II	\$168.00
Planner II	\$176.00	Project Coordinator I	\$152.00
Planner I	\$160.00	Accounting Manager	\$250.00
Planning Technician	\$146.00	Project Accountant	\$172.00
Land Development Assistant	\$132.00	Administrative Manager	\$172.00
Environmental Manager II	\$228.00	Administrative Assistant	\$132.00
Environmental Manager I	\$202.00	Clerical	\$110.00
Natural Resource Specialist IV	\$182.00		
Natural Resource Specialist III	\$166.00		
Natural Resource Specialist II	\$146.00		
Natural Resource Specialist I	\$136.00		

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

Proposal



Date: April 4, 2025
Project: Ben Root Skate Park Ph II
To: Mackay Sposito
33810 Weyerhaeuser Way South, Suite 130
Federal Way, WA 98001
Type of Services: Electrical Engineering

Project Summary

The project consists of an expansion to the existing Ben Root Skate Park consisting with a prefabricated restroom building and expanded parking.

Project Assumptions

1. This fee proposal is based on an email from Eric Plicher dated 3/6/2025.
2. The delivery method used as the basis of this proposal is Design-Bid-Build. PAE will be contracted through the Architect who is contracted with the owner. PAE will be the Engineer of Record for the "Scope of Design Work" and will provide "Deliverables and Scope of Services" as described in this proposal. The general contractor and subcontractors will be selected by bidding the project documents after the design is completed. A contingency will be carried by the owner appropriate to the industry standard of care.
3. The Owner and other Design Consultants will provide all pertinent information in a timely manner prior to project milestones. Including all connection requirements of prefabricated restroom building.
4. The Civil Engineer will provide AutoCAD drawings that includes all site elements including Phase I site.
5. Project structural engineer shall assist PAE by providing engineering for the light pole bases.
6. The project civil engineer will provide the design and be the engineer of record for any underground foundation drainage system (if required) for the project and issue the work as a "P" drawing if the local jurisdiction requires plumbing contractors to install the work.
7. A Landscape Architect and/or the Civil Engineer will be responsible for designing landscape irrigation systems.
8. Assumptions regarding existing site distribution.
 - a. "As-built" drawings, in electronic form, will be provided to the design team and will be relied upon to represent accurate existing conditions.
 - b. The existing site distribution in Phase I is sized adequately to support additional loads added by the project.
 - c. Owner will engage contractor to complete 30-day electrical metering for the space.
9. Per City of Anacortes EV charging will not be required for the parking lot.
10. Value Engineering Changes: The fees provided in this proposal can accommodate most changes to the design of the MEP systems due to the Value Engineering (VE) process through the end of the Design Development phase. However, VE design changes made at any time during the project, which require significant engineering and/or coordination re-work (i.e. engineering and/or coordination work previously completed is no longer valid, or useful, due to the changes) will be identified and an additional service proposal will be presented for approval.



11. Interaction or coordination with a third-party review hired by the owner is not included. If requested, PAE can provide an additional service proposal to review and respond to a third-party peer review, including substantiating the proposed design and potential modifications to the completed work.
12. The following deadlines are expected:
 - a. 60% Construction Document Progress
 - b. 100% Construction Document/ Building and MEP Permit

PAE Scope of Design Work

ELECTRICAL SYSTEMS

1. Site electrical: site power.
2. Lighting: PAE will provide lighting layouts, luminaire selection, lighting calculations and lighting controls for parking lot lighting.

PAE Deliverables and Scope of Services

CONSTRUCTION DOCUMENTS PHASE

1. Attend design meetings with the owner and other consultants. Meetings will include 2 via teleconference.
2. Finalize design calculations.
3. Provide deliverables for the Construction Documents Phase:
 - a. Working drawings in cooperation with project team necessary for permit and contract documents.
 - b. Project specifications necessary for permit and contract documents.
 - c. Energy code compliance forms for the lighting system. Compliance will be demonstrated for the parking lot lighting via the General Prescriptive Compliance Path in the current WSEC.

BIDDING PHASE

1. Review bids.
2. Review substitution request forms.
3. Provide design clarifications and addenda material.

CONSTRUCTION ADMINISTRATION PHASE

1. Perform one (1) onsite observation. Additional visits requested will be billed at our standard hourly rates.
2. Attendance at weekly job meetings is not included; however, PAE will attend specific meetings where our support to resolve specific mechanical and electrical issues as required.
3. Assist in construction coordination for system elements of the project.
4. Review system shop drawings.
5. Provide design clarifications where necessary.
6. Respond to RFIs.



PROJECT CLOSEOUT PHASE

1. Review record drawings prepared by contractor.
2. Review operation and maintenance instructions prepared by contractor.
3. Conduct final observation for electrical and prepare final observation report. Follow-up visits to recheck or verify contractor corrected items from the final observation report will be billed at our standard hourly rates.

Drawings and Coordination

PAE's final deliverables will include the contract drawings, not the AutoCAD file. If the general contractor would like to use the AutoCAD file for their purposes, a standard release form will need to be signed.

The contract drawings will be prepared in AutoCAD. The model elements will be graphically represented as generic objects with enough detail to communicate size, shape, location, and orientation of all equipment and appurtenances.

PAE will coordinate building systems with other disciplines based on the traditional Engineer of Record (EOR) "Standard of Care". The EOR's standard of care for the coordination of mechanical and electrical systems with structural, architectural and other discipline's system elements is such that everything must "fit" within the spaces allocated (i.e. plenums, shafts, mechanical and electrical rooms, etc.). However, the EOR is not responsible for resolving every clash detected by programs such as Navisworks.

As part of the Shop Drawing process, the general contractor and sub-contractors will be responsible to provide detailed coordination of service routing with the other trades (i.e. BIM LOD 400) prior to the start of construction and fabrication. If spatial conflicts arise where building system elements will not physically fit within the space allocated, the EOR will be notified and lead the resolution of the issue. Upon completion of the project the client may request the general contractor to provide a BIM LOD 500 file, which incorporates as-built conditions.

Excluded Services

This proposal does not encompass the following items:

1. Design services (civil) for utility connections beyond 5 feet of the building, except as specifically identified.
2. Electrical metering of existing electrical power systems, including providing meters and/or installation of meters.
3. Energy incentive program assistance.
4. Construction cost estimates for systems.
5. Record drawings.



Fees and Reimbursable Expenses

PAE will be compensated on a lump sum fee basis, excluding reimbursables, as shown in the following table. .

Electrical Engineering Service Fees

Phase	Fee
Construction Documents	\$8,000
Bidding	\$800
Construction Administration	\$5,000
Project Closeout	\$1,200
Total	\$15,000 \$8,800

Fees will be billed monthly in proportion to the services performed. Fees shall be paid within 30 days of billing. Fees not paid when due may be assessed 1 percent interest per month from billing date.

Reimbursable expenses will be billed at cost plus 10 percent. They include mark-up printing and reproduction costs; delivery services; extended travel costs including transportation, food and lodging; local travel costs including taxi, parking and mileage. It is assumed that all milestone printings will be provided by a reprographics firm hired by the architect, or owner and are not included.

PAE has estimated the reimbursable total expenses at **\$1000** and will not exceed this amount without prior authorization.

Project Schedule

Following is an estimated schedule for the proposed project. Delays beyond this time-period could affect the project fee. Fees would be renegotiated prior to the services being performed.

Phase	Start	Completion	Duration (Months)
Construction Documents	June 2025	December 2025	6 Months
Bidding	December 2025	February 2026	2 Months
Construction Administration	February 2026	June 2026	4 Months

Note: Project holds or delays more than 2 months may be subject to an additional service due to inefficiencies in staffing and engineering design process.

Permit Submittal Note: An early permit submittal (i.e. anything earlier than about 95% CD) will require the MEP engineering to advance well ahead of the architectural design to satisfy the level of completeness required by the code reviewers. Therefore, any re-work of design and engineering required due to design changes after the permit submittal will require an additional service to cover this work.



Standard Terms and Conditions

In lieu of a formal contract, the Standard Terms and Conditions attached are incorporated in, and made part of, this work authorization and any contract made between the parties relating to this work.

Proposed by:

Accepted by:

Allan Montpellier P.E.
PAE

Eric Pilcher P.E.
Mackay Sposito

Elise Keller

Date

EMK/ajm



Terms and Conditions

Applicability: These Terms and Conditions are a condition of the proposal. Acceptance of the proposal constitutes acceptance of these Terms and Conditions. In the event that subsequent or additional contract documents are executed by the parties, these Terms and Conditions shall become an addendum to those subsequent agreements, and shall be controlling in the case of conflicts with terms in those agreements.

Changes in Scope: Changes in scope of work or services, work performed out of sequence, revisions to the project, or inclusion of Additional Services will be considered changes to the scope outlined in the attached proposal. In the event such changes, revisions or inclusions increase the time or scope of work required, PAE shall be entitled to an adjustment of its fees in accordance with its standard hourly fee schedule.

Indemnity: Client and PAE each agree to indemnify, their respective officers, employees, and representatives, from and against liability, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and PAE, they shall be borne by each party in proportion to its negligence.

Dispute Resolution: Client and PAE agree that they shall first submit any and all unsettled claims, disputes and other matters in question between them arising out of or relating to this Agreement to mediations as a condition precedent to the institution of legal or equitable proceedings by either party. Unless the parties agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. All disputes shall be resolved in the jurisdiction where the work is performed, and shall be subject to the laws of that state. In the event claims are asserted by either party against the other, arising out of the performance of the work in the attached proposal, or additional subsequent work arising out of the proposal, the prevailing party in any such dispute shall be entitled to an award of attorney fees, expert fees and costs incurred as a result of the claims asserted.

Standard of Care: The standard of care for all services performed or furnished by PAE under this Agreement will be the skill and care used by members of the same profession practicing under similar circumstances at the same time and in the same locality. PAE makes no warranties, express or implied, under this Agreement or otherwise, in connection with services provided.

Instruments of Service: All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Upon execution of this Agreement, Consultant grants Client a nonexclusive license to use instruments of Consultant's professional service for the purpose of designing, constructing, occupying or maintaining the Project, provided that Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by Client or any person or entity that acquires or obtains the construction documents from or through Client without the written authorization of Consultant. Client hereby understands and agrees that it may only rely upon design ideas, recommendations or concepts that are reduced to writing and stamped by PAE.

Limits of Liability: In recognition of the risks of the project, the Client agrees to limit the liability to the Design Professional under this proposal due to Design Professional's and its sub-consultant's negligent acts, errors, or omissions to an aggregate amount not to exceed \$50,000 or the total fee proposed above, whichever is greater.

Proposal Duration: This proposal is valid for 60 days from issue date. Additional costs may be incurred if accepted after this date. Receipt of a signed, returned copy of this proposal will be PAE's formal authorization to proceed.